

TERMS OF PURCHASE AND SALES AGREEMENT – PLEASE READ CAREFULLY

- Please check that which applies: _____CD-r duplication _____CD-rom replication
- NECD is generating in house pre-production print proofs in order to make sure that your graphics are prepared to NECD specification and format. **In order to offer the best possible print resolution, and to make sure that you are entirely satisfied with our product, NECD strongly suggests that our customers view pre-production print proofs prior to having us proceed with their order.** We recommend that each customer view the pre-production proofs so that you can see how the project will be printed here at our facility. Please note that, regardless of format and/or files submitted by our customers, NECD is not liable for print discrepancies which match **our** pre-production press proofs. In some instances and at the customers discretion, you may opt to forego viewing pre-production proofs. Please read, choose, and check that which applies for *your* choice of proof approval options.

_____ I want my project to proceed to production as quickly as possible. I waive my right to view pre-production proofs. By doing so, I realize that NECD will not be held liable, nor will I contest payment, due to any print discrepancies on my final product - including, but not limited to: misspellings, print content and/or omissions, print quality, and color variances. My project will proceed to production as soon as my art is checked by NECD's graphic department for format and print specification, and deemed "print ready."

_____ I want to make sure my project is perfect. I would like to view pre-production proofs. Please hold production until I approve my pre-press print proofs. (Proofs may be viewed by email, fax, or hardcopy – customers choice.)

- Average turnaround time is dependant on many variables including - time of year, quantity ordered, graphic requirements, etc. NECD typically quotes 1-3 business days (per 100 qty ordered) **after** graphics are approved (please see above) for completion of your project. Specific turn times for your project are available from your customer representative. **DELIVERY SCHEDULES ARE NOT GUARANTEED.** Manufacturing delays are rare, but possible. If you have a deadline that you are trying to meet, please let us know at the time you place your order. We will do our best to meet it. Rush options are available (prior to the production of your order) for additional fees. Please ask your representative if you are interested in upgrading your package to include guaranteed delivery.
- Your order confirmation invoice is an estimate based on our knowledge of your project as it was presented to us for manufacturing. It is subject to change based on actual work completed, verbal upgrade requests, total shippable product, shipping/delivery method, and other project variables which may arise while processing your order.
- In order to commit to your requested quantity, your order is processed with a 10% over/under policy. We will start with 10% more units than requested. Final product will receive a quality control inspection. Units not meeting quality standards will be discarded. All overs will be billed at the unit price and will require payment. All under runs will be credited to your order at the unit price. NECD will do it's best to minimize over-runs. The customer is charged for actual units delivered only. Prepaid orders exempt.
- Full payment will be required before pick up or delivery of your order. (Purchase orders exempt.) Final payment must be in the form of money order, credit card, cashiers check, or cash. Payment by personal check will require additional time for the check to clear before your product can be shipped or picked up.
- Unless other arrangements have been made or requested, shipping charges will be added to your order at the conclusion of your project based on the customers choice of carrier and method of shipment.
- Errors in the manufacturing process are rare. New England Compact Disc has a quality guarantee on all orders. Guarantee policies are subject to all NECD terms and conditions and are limited to manufacturing defects only. Please inspect your merchandise upon receipt. If you have problems with your merchandise, please call us immediately. New England Compact Disc will refund/replace (our option) defective merchandise only once it has been sent back to us for inspection. NECD is not liable for costs associated with disbursement of faulty merchandise. Please do not dispense faulty merchandise.
- New England Compact Disc will occasionally use customers' art in promotional literature and advertising. Please initial here if you do not want us to re-print your art images for promotional purposes. INITIALS_____
- I HAVE READ AND CHECKED OFF EACH ITEM ON THIS AGREEMENT. I HEREBY AGREE TO THESE TERMS.**

NAME

SIGNATURE / DATE