



SWORDFISH DIGITAL AUDIO

730 Upper James Street Unit 4
Hamilton, Ontario CANADA
L9C 2Z9

[t] 1.877.543.8607
[f] 905.318.5167
[w] www.swordfishdigital.com

CD DUPLICATION ORDER FORM

ORDER INFO

NEW ORDER

REORDER

DATE: _____

COMPANY/ARTIST/GROUP NAME: _____ CONTACT NAME: _____

PROJECT TITLE: _____ CATALOGUE/SELECTION #: _____

PRODUCT: AUDIO CD CD ROM ENHANCED CD QUOTE #: _____

CUSTOMER INFO

COMPANY/ARTIST/GROUP NAME: _____ ALTERNATE SHIPPING ADDRESS

CONTACT NAME: _____ COMPANY/CONTACT NAME: _____

FT# OR SS#(USA Only): _____ FT# OR SS#(USA Only): _____

STREET ADDRESS: _____ STREET ADDRESS: _____

CITY: _____ ZIP/POSTAL: _____ CITY: _____ ZIP/POSTAL: _____

STATE/PROVINCE: _____ STATE/PROVINCE: _____

COUNTRY: _____ COUNTRY: _____

PHONE: _____ PHONE: _____

2nd PHONE/FAX: _____ # OF UNITS TO BE SHIPPED TO THIS LOCATION: _____

EMAIL: _____ SHIP: UPS GROUND FEDEX

WEBSITE: _____ NOTES: _____

SHIP: UPS GROUND FEDEX

NOTES: _____

PAYMENT INFO

PAYMENT METHOD: VISA MASTERCARD AMEX MONEY ORDER CERTIFIED CHEQUE

PRE ARRANGED TERMS CASH (WALK IN CLIENTS ONLY)

FOR ORDERS BY CREDIT CARD, PLEASE FILL OUT THE CREDIT CARD AUTHORIZATION FORM. MONEY ORDERS MUST BE INTERNATIONAL IF SENDING FROM THE UNITED STATES. PAYMENTS BY CERTIFIED CHEQUE ONLY APPLICABLE TO CANADIAN RESIDENTS. A 70% DEPOSIT IS REQUIRED BEFORE WORK IS TO BEGIN. FULL PAYMENT MUST BE RECEIVED BEFORE YOUR PRODUCT WILL SHIP.

PRODUCT INFO

QUANTITY: _____ DATE REQUIRED: _____ MASTER PROVIDED ON: _____

CD LABEL PRINTING

COLOR 1: _____

COLOR 2: _____

COLOR 3: _____

COLOR 4: _____

COLOR 5: _____

OR CMYK PROCESS

WHITE FLOOD

SPECIAL INSTRUCTIONS OR NOTES: _____

CD PROOF REQUIRED: (DELAYS AND EXTRA CHARGES MAY APPLY)

ADDITIONAL INFORMATION

DESIGN CONTACT: _____

PHONE: _____

EMAIL: _____

NOTES: _____

PACKAGING INSTRUCTIONS

STANDARD JEWEL BOX

SLIM LINE JEWEL

SLEEVE: PAPER VINYL CARDBOARD

BULK ON SPINDLE (NO SHRINK)

OTHER/NOTES _____

PAPER PRINTING

OF PAGES: _____

STYLE OF INSERT: INSERT BOOKLET FOLDER

CUSTOM _____

INSERT COLOR: 4+1 4+4

TRAY CARD COLOR: 4+1 4+4 4+0

SPECIAL INSTRUCTIONS OR NOTES: _____

INSERT PROOFS HARDCOPY PDF NONE

FOR HARDCOPY PROOFS, PLEASE INDICATE TO WHICH ADDRESS THEY ARE TO BE SENT:

BILL TO SHIP TO ALTERNATE: _____

TRAY COLOR BLACK CLEAR WHITE

CUSTOM _____

FILE PLATFORM MAC PC

ART FILES ARRIVING VIA ENCLOSED DISC FTP

EXTRAS

MASTERING/EDITING

ARTWORK TIME

FILE CHECK (RECOMMENDED)

BARCODE

SPINE LABELS

PRESS/MEDIA KIT

OTHER/NOTES _____

*Please contact your sales representative if you are supplying the print materials for manufacturing.

CUSTOMER CHECK LIST

FOR TYPICAL ORDERS, SEE BELOW FOR A LIST OF WHAT IS NEEDED TO START THE PROCESS.

- 2 COPIES OF THE MASTER.
- YOUR ARTWORK SUPPLIED ON CD OR UPLOADED VIA FTP. REMEMBER TO INCLUDE ALL YOUR SOURCE FILES AND FONTS.
 - IF WE ARE CREATING THE ARTWORK, ANY PHOTOS, FONTS AND FILES NEEDED TO COMPLETE THE ART TO YOUR SATISFACTION. **DO NOT SEND ORIGINALS** AS WE ARE NOT RESPONSIBLE FOR ANY DAMAGES OR LOSS.
- COMPLETED ORDER FORM, INTELLECTUAL PROPERTY RIGHTS FORM, AND APPROPRIATE SPEC SHEETS(ASK YOURS SALES REP FOR DETAILS).
- IF YOU REQUIRE MECHANICAL OR SOFTWARE LICENSES, THEY ARE TO BE INCLUDED WITH YOUR PACKAGE.
- COLOR MOCK UP OR PRINTED PROOFS(LOWER QUALITY IS ACCEPTABLE) OF ALL YOUR ARTWORK WITH ANY PANTONE COLORS(USUALLY FOR THE DISC) CLEARLY STATED.
- "Made In Canada" MUST APPEAR ON THE TRAY CARD. IF YOU DO NOT WANT IT ON YOUR ARTWORK WE CAN SUPPLY YOU WITH A STICKER AT AN ADDITIONAL COST(ASK YOUR SALES REP FOR DETAILS).
- 70% DEPOSIT IN THE FORM OF EITHER A VISA, MASTERCARD, AMEX OR INTERNATIONAL MONEY ORDER.
- COURIER YOUR PACKAGE VIA **FEDEX ONLY WITH A VALUE OF \$10.00 OR LESS**. WE MAY CHOOSE TO REFUSE ANY COD'S OR BROKERAGE CHARGES. ANY DELAYS OR LOSS DUE TO SHIPPING ARE NOT OUR RESPONSIBILITY.

FINAL AGREEMENT

I HAVE READ THE ATTACHED DOCUMENTS AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS SALES AGREEMENT I AM ENTERING INTO WITH SWORDFISH DIGITAL AUDIO FOR THE DUPLICATION OF _____ CDS/CD-ROMS.

CUSTOMER SIGNATURE

DATE



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OVERVIEW OF TERMS AND CONDITIONS

PAYMENT POLICY

Cash, certified cheque, international money order or credit card. No personal cheques. Swordfish Digital Audio requires full payment with your order before delivery (sorry no CODs). A 70% deposit is required on all order before any work will begin.

BILLING POLICY

Orders are subject to a +/- 10% over or under run. Any extra charges including but not limited to file checks, shipping, artwork design and insertion costs will be added after the consultation of the customer. If a project is cancelled while in process, the client agrees to pay for all the services rendered up to that time.

PRICING POLICY

Swordfish Digital Audio reserves the right to change prices, colors, materials, specifications, and quantities mentioned in any advertising without notice or obligation. All price quotes remain valid for 30 days.

DELIVERY, PICK UP AND STORAGE POLICY

Swordfish Digital Audio is not responsible for the storage of any printed materials, films or masters. Any such materials, at the request and expense of the customer, will be returned. **Anything not claimed within 18 months will be destroyed.**

Swordfish Digital Audio will do everything possible to meet acceptable delivery dates, which may have been quoted or acknowledged by our sales representatives. These are only estimates. Swordfish disclaims liability for delays in delivery.

In the event that the client fails to pay within 60 days for the work completed, or if the client fails to accept delivery or pick up their finished product within 10 days from completion, Swordfish assumes the right to sell, dispose of or use any materials on hand in the way that the company chooses.

GUARANTEE POLICY

Swordfish Digital Audio ensures that we will provide an exact duplication of client provided files, films and/or masters. We cannot be held responsible for errors or omissions in the client provided design, master, films or proofs due to a program, design or font error.

Once a project is approved and submitted for duplication we will charge for any work we perform, even if the project is cancelled before it is completed. We reserve the right to refuse any order.

Any materials such as, but not limited to photos, files, masters and extra printed materials supplied by the client, remain the property of the client but are not automatically returned with your order. Please send a written request for the return of these parts. While Swordfish will treat the client's materials with care, we are not liable for any damages or loss of said materials while in the care, control or possession of Swordfish Digital Audio. **DO NOT SEND ORIGINALS!**

If you plan to supply us with any type of pre-printed paper products to be used in packaging your order, please call for our specifications.

Swordfish Digital Audio limits liability to rerun or refund (at our option and discretion) on the services performed, provided that the product is deemed defective by reason of poor workmanship or material. Reruns or refunds will begin when the defective product is returned. Before product can be returned, an RA# (return authorization number) must be issued and permission given by Swordfish Digital Audio. No product will be replaced or any credit given, more than 30 days after receipt of the product.

By signing the attached order form, you are agreeing to the above terms and conditions whether implied or expressed. If you have any further questions, please call or email.



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CREDIT CARD AUTHORIZATION FORM

(customer name)

(name of artist/company)

(title of project)

Type Of Credit Card: Visa Master Card AMEX

Name That Appears On Card

Card Number

Expiration Date

Agreement And Signature

I acknowledge that the above Credit Card Information is true and accurate and will be used for payment, either in part or in whole. Please indicate which type of payment you are making.

Deposit(70% of order)

Entire Order

Account Balance Only

Approxiate value of this transaction is:\$ _____ US CDN

Please note that Master Card payments for US Orders only may vary slightly from the original amount due to the exchange in the currency from US to Canadian and is calculated on an average daily exchange rate.

(print your name)

(sign your name)

(date)



Intellectual Property Rights (IPR) Form

To be submitted with each new order sent for replication

This form must be completed by the individual or organization soliciting replication and not a broker or intermediary

- > Letters of Indemnity are not adequate.
- > **LICENSED** content requires proof of licensing for replication.
- > **OWNED** content indicates the individual/organization completing this form is the IPR owner.

Title of Project: _____

How will product be distributed? Within an organization Retail
 Free to public Other _____

In which countries will product be distributed? _____

Do you own the Intellectual Property Rights for the contents of the ENTIRE recording or project? YES NO

- > Mark "YES" if you are the **OWNER** of the intellectual property rights of **ALL** the content on the disc.
- > If the answer is "NO", you **MUST PROVIDE PROOF OF LICENSING** (permission from the actual owner of the content) before replication can begin.
- > Proceed to the section (1,2, or 3) below that applies to the content of your disc. MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM / DVD-ROM Content : _____
 (describe the content of the disc)

- If you are not the IPR owner of ALL content on the disc, list on page two of this form or on a separate sheet all non-owned software, including freeware and shareware products (such as Acrobat Reader, Apple Quicktime, Internet Explorer, MS Powerpoint Viewer, etc.):

- For any non-owned software, attach necessary distribution licensing documentation from the software vendor/publisher. (You should consult the software vendor for what is required)

2. Audio (CD or DVD) Content: _____ Is this a COMPILATION? YES NO

Artist(s) _____ Content/Music Type _____

- **A list of 1) TRACK TITLE, 2) ARTIST and 3) IPR OWNER** (typically the performer or record label) for each track on the disc is **REQUIRED** for ALL audio titles, even if you own the content and performing rights for all recorded tracks. (see page two of this form)
- If you are not the IPR owner (typically the performer or record label) of every track, you must provide proof of replication licensing from IPR owner.
 - > Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.
 - > "Cover versions" of songs written by someone other than the performing artist require proof of mechanical licensing or compulsory licensing.

3. Video (CD / DVD) Content: _____
 (describe the content of the disc)

- If you are not the IPR owner of the video content, proof of replication licensing from IPR owner is **REQUIRED**.
 - > If there are audio tracks in the video that are separately licensed, complete Audio Section 2 above and provide necessary Audio/Video Synchronization licensing

I declare that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s). I further declare that I am the intellectual property rights owner for all contents indicated as being "owned" and I authorize its duplication. I understand that in accordance with the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association (available at www.recordingmedia.org), the replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Name of Company, Organization or Individual Soliciting Order _____

Signature of Representative from Party Soliciting Order _____

Print Name, Title, Date & Phone # _____

(must be completed by individual or organization ordering replication, not by a broker or intermediary)



Intellectual Property Rights (IPR) Form

(must be submitted with every new order)

Page Two of Two

Please use this chart to:

- List track titles, artist(s) and IPR owners for ALL tracks on audio discs
- List chapter titles and any music titles used on Video discs
- List all copyrighted software on CD or DVD ROM discs, including:
 - software copyrighted by your company or the company that developed the CD for you
 - any other executable (.exe) files not owned by you or your company (this includes applications by Microsoft, Apple, Intuit, Corel, Adobe, etc.
 - any shareware or freeware executable (.exe) files on the disc (Acrobat Reader, Macromedia Flash, Apple Quicktime, Internet Explorer, Netscape Navigator)

No.	Artist/Creator	Song/Chapter/File Name	Time/Size	Performance (IPR) Owned By: ¹	Licensed from: ²
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

(Please continue on another sheet if you have additional songs or files)

¹If you are performing a 'cover tune', you probably own your own performance of that song (IPR), which is what this column is asking for. For 'cover tunes', you must provide mechanical licensing to perform the work from the publisher or from the Harry Fox Agency (www.songfile.com).

²If you don't have the rights to a performance (i.e., someone else owns the master recording), then you must obtain a license to include the performance on your disc and include proof of license agreement with your order.