

TERMS & CONDITIONS

PRICING AND PAYMENT

We require a 75% deposit with submission of your order. No work will proceed until the appropriate deposit is received. Unless you make other payment arrangements in advance, the credit card number used for your deposit will also be used for the balance. If paying by check, your balance will be due upon completion of your order before we ship.

All orders are subject to a 10% under or overrun. You will be billed for the actual quantity shipped within this tolerance.

Quotations are based on information given by you at the time of quotation, and are valid for 30 days. We reserve the right to alter pricing if the order received is different from that which was discussed at the time of quotation. Pricing is subject to change without notice. Quoted or acknowledged delivery dates are estimates only. We reserve the right to change or substitute materials at our discretion based on current market availability.

You are responsible for any applicable taxes.

If your check is returned, a \$25 charge will be applied to your invoice or balance.

Should any amount remain outstanding after the ship date, interest will run on the amount from the initial billing date at the rate of one percent (1%) per month (12% per annum) and will accrue daily.

You agree to pay all collection costs, including reasonable attorney's fees and court costs, if any, and other expenses, including expert witness fees and deposition transcripts, incurred by Groove House Records in connection with any litigation or threatened litigation, including but not limited to, suit for collection of any monies due Groove House Records.

SUBMITTED MATERIALS

Your order will be delayed and any estimated ship dates will not apply if you fail to provide all necessary materials in a timely fashion including master, properly designed art files, deposit, signed and completed order form, signed terms and conditions, signed IPR forms and applicable licensing documentation. Your submitted art files and master must meet our specifications, otherwise delays and/or additional costs may be incurred (refer to our Graphic Design Specs and Mastering Specs for information.)

All pricing assumes that you are providing us with fully mastered material in the correct format. It is your responsibility to review your master. All audio, CD-ROM and DVD content will be reproduced as submitted, with no changes.

Electronic art files submitted to Groove House Records are assumed to be in their final form and pricing is based on this assumption. Changes and corrections made to electronic files after receipt by us will incur charges. You authorize Groove House Records to make any and all necessary corrections on such files and understand that you will be billed at a rate of \$85 per hour with a minimum charge of \$50. Art files not placed in our templates will incur an automatic charge of \$85.

We cannot be liable for any damage to, or loss of, materials in our possession. You should provide insurance coverage of your materials, to include keeping in your possession an exact safety copy of all masters and artwork files, as our insurance policy does not provide protection for your materials.

PROOFING

We will provide you with proofs of your artwork before going to press. The proof approval form must be signed, dated, and returned to us before printing can begin. Quoted packages include one set of PDF proofs. If you wish to make changes after PDF proofs have been created, a \$85 correction fee will apply. If you wish to make changes to your art files after print proofs have been created, an additional proof printing charge will apply, along with the \$85 correction fee.

Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and printing press room operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. We cannot guarantee an exact or "critical" color match. If you order PDF proofs, color cannot be guaranteed, and you will be required to sign a color waiver. We cannot guarantee against occasional minor marks, also known as "printer's hickies" on the printing it provides. On-disc printing cannot be accurately represented by either paper or PDF proofs. It is to be expected that a different result will occur on the disc face than on your proofs. We strongly recommend that you do NOT attempt to match the disc face colors to your cover art. They are printed using different processes (silkscreen vs. offset) on different surfaces (plastic vs. paper). Due to the nature of silkscreen printing, a reasonable color variation between discs will be considered acceptable.

SHIPPING AND DELIVERY

You are responsible for shipping charges, including any shipping upgrades required to accommodate a rush request. Drop ship requests can be accommodated for an additional service charge.

Any stated times of delivery are estimates. We cannot guarantee delivery dates or turnaround times (including those for rush orders) and disclaim any liability for delays in delivery and any resulting consequential damage or losses.

Groove House Records cannot be held responsible for loss or damage to product once it has left our facilities. If you request a signature release for proofs or product, you will be held responsible for any loss or damage and forgo the right to make claims against the shipping agent.

In the event that you fail to pay for your order when due or fail to accept delivery or to pick up the products within 60 days of completion, Groove House Records shall have the right to dispose of your materials.

RETURNS AND ERRORS

Groove House Records' products are guaranteed against defects in quality and workmanship. At our discretion, we will replace, or refund monies for those package elements manufactured by us which are deemed defective due to workmanship or material. Samples must be submitted to us prior to any decision. No package elements can be replaced, or credit given, more than thirty (30) days after you have received your product. Reruns or refunds will be prorated based on the quantity of goods returned to Groove House Records.

We will not be responsible for consequential damages as a result of our errors. Our liability is specifically limited to the wholesale value of the product manufactured. We reserve the right to request that all product be returned to us for our inspection or correction.

ANTI-PIRACY POLICY

Groove House Records maintains a strict anti-piracy policy in compliance with the standards set by the International Recording Media Association (IRMA). This policy protects property rights owners from the unauthorized distribution of their product.

You are required to procure any and all copyrights, licenses, and other legal clearances for material you submit to us for manufacture. You are also responsible for paying any and all royalties, licensing fees, or promotional fees for use of this material. You agree to provide to Groove House Records all applicable licensing and copyright information.

If Groove House Records determines, or has reason to believe, that you do not have the authority to reproduce the product or materials provided, we will have no further obligation to provide any reproduction services and will return such product or material to you. You will be billed for all work performed and all materials used up to that point. We do not in any way assume an obligation to investigate or verify ownership of any and all intellectual property or other materials provided, and we will rely solely on your representations and warranties, as provided on our Intellectual Property Rights (IPR) form.

You agree that, to your knowledge, no claims with respect to the materials being submitted are currently pending, or are threatened by any person.

You agree to indemnify and hold harmless Groove House Records from all claims and expenses (including reasonable attorney's fees) incurred by you in connection with, or arising from any claim by a third party based on any assertion that the services provided to you under this agreement breaches any proprietary rights of such third party or any breach of any representation or warranty set forth in this agreement or the Intellectual Property Rights form.

CANCELLATIONS

In the event that an order is cancelled, you will be billed for all work performed and all materials used up to the time of cancellation. After such cancellation, your materials and any completed product may be delivered to you only after your balance has been paid in full by cash or check.

GENERAL

We will not be responsible for failure to fulfill our obligations if such failure is caused by circumstances beyond the reasonable control of Groove House Records, including but not limited to strikes, flood, accidents, war, inadequate supply of labor or any material, equipment failures, government demands or priorities, or transportation delays.

We reserve the right to distribute reserved copies of your product as samples to prospective customers and to use images of your art for marketing purposes.

We reserve the right to refuse or cancel any order at any time.