



### CUSTOMER'S DATA

• Name / Company \_\_\_\_\_  
 • Address - ZIP Code - Town - Country \_\_\_\_\_  
 • VAT No. (if any) \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_  
 • Delivery address \_\_\_\_\_

### RECORDS

• Cat. No.: \_\_\_\_\_ Speed:  33 RPM  45 RPM  
 • N. of sides: \_\_\_\_\_ Test Pressings:  NO  YES - Qty: \_\_\_\_\_  
 • I want to receive the nickel positives along with the records:  YES  NO  
 • Format:  12" standard weight  12" heavyweight  7" Quantity: \_\_\_\_\_  
 • Color:  Black  Picturedisc  Other \_\_\_\_\_

### LABELS

• Blank labels:  White  Black  
 • Offset printed labels (min. 500 pairs):  B/W  Full color

### SLEEVES

• 12" Innersleeves with 2 holes:  Standard white  Deluxe white with PE film  Deluxe black with PE film  
 • 12" Transparent PVC sleeves   
 • 12" Offset printed innersleeves (min. 500):  B/W  Full color  
 • 12" Standard Discomix sleeves with 2 holes:  White  Black Varnish:  Glossy  Opaque  
 • 12" Offset printed Discomix sleeves (min. 500):  B/W  Color Varnish:  Matt  Glossy UV  Opaque UV Holes:  YES  NO  
 • 7" Sleeves:  Standard white with 2 holes Offset printed (min. 500):  B/W  Full color Holes:  YES  NO

### JACKETS

• 12" Standard Discomix jackets with 3mm spine and 2 holes:  White  Black Varnish:  Glossy  Opaque  
 • 12" Offset printed Discomix jackets w/ 3mm spine (min. 500):  B/W  Color Varnish:  Matt  Glossy UV  Opaque UV Holes:  YES  NO  
 • 12" Offset printed LP jackets with 3mm spine (min. 500):  B/W  Color Varnish:  Matt  Glossy UV  Opaque UV  
 • 12" Offset printed Gatefold Album with 6mm spine (min. 500):  B/W  Color Varnish:  Matt  Glossy UV  Opaque UV Pockets:  1  2  
 • Special remarks: \_\_\_\_\_

### ADDITIONAL SERVICES

• Shrinkwrapping:  YES  NO  
 • Insertion of Inlay cards / CDs / other supplied material (please specify): \_\_\_\_\_

#### GENERAL SALES CONDITIONS

The sale of all products manufactured by Phono Press International Srl (hereinafter "Company") is governed exclusively by these General Conditions; any modification or amendment must be agreed upon, exclusively in writing, and expressly accepted by Company.

- Delivery and shipment.** Transportation of the goods is always at the expense and total risk of the customer, regardless of the methods chosen either for transportation or for payment. Even in the hypothesis that Company will directly organize transportation on behalf of the customer, the risks involved therein will be at customer's own risk and Company will be expressly exempted from any liability arising from damages due to transportation. Furthermore, Company may not be liable for any claim, loss or damage due to delays in delivery.
- Payments / Terms of payment / Overdue payments.** The goods remain property of Company, until they haven't been fully paid. Only payments sent directly to Company are accepted. Unless differently agreed - by written - by Company, the goods must be entirely paid by the customer before being shipped. In case of orders of more than 500 copies overall, a deposit of the 50% (not including VAT) of the total amount is required in order to start production. Overdue payments will entitle Company to claim overdue interests on the unpaid amounts. The interest rate will be determined in accordance with the Legislative Decree n. 232 dated Oct 9<sup>th</sup>, 2002 and calculated starting from the expiry of the due date agreed upon as reported in the invoice.
- Copyright.** The customer, along with the master recording(s) and the other production parts, shall supply Company with a signed and dated Copyright Declaration Form or - for Italian customers - with the "Scheda Lavoro" released by SIAE, in order to prove it has got all the mandatory authorizations for duplicating the aforesaid master recording(s). Company may wait to have received all these documents before starting the manufacturing process.

- Retaining of records and/or production parts.** Company may retain records and production parts - even if fully paid by the customer - in case it has received written notices, claims or specific inquiries, from third parties or from BIEM-associated authorities, regarding the possible infringement of Copyright international laws for the Title manufactured on behalf of the customer.
- Quality standards / Liability for faults or defects in products.** Company is organized with a in-house quality control process either for production parts (lacques, positives and stampers) and for finished products (records, labels, covers etc). This quality control process is intended to check that the records delivered to the customer are correctly pressed, labeled and packed according to what specified in customer's order, and that they can be played on a common turntable, with 1g weight set in the playback arm, without distortion, without audible wow and flutter, and without the playback needle jumping off the grooves, all of this from the beginning to the end of each side of the record. These are the "quality standards" controlled by Company and the only ones for which Company may have an effective liability. Thus, if a stock of delivered records is presenting one or more records which for any reason do not fulfill these quality standards, then Company, after having inspected them, will reimburse their price to the customer. On the other side, customer shall be aware of the fact that Company will not take into any consideration claims regarding:
  - the timbre of the sound of the records, unless the customer has previously asked for, paid and accepted Test Pressings, which in this case will be the reference to be compared with the stock of manufactured records;
  - the colors of the labels and covers and the type of paper used to print them; the varnishing, die cutting, folding and glueing of the covers, unless the customer has previously asked for, paid and accepted one or more Cromalin which in that case will be the reference to be compared with the stock of printed labels and covers;
  - dips/spots/light imperfections in the surface of the records, as far as they don't affect the sound;

- the weight of the records;
- the shrinkwrapping and more generally the packaging.
- Resold products / Brokers.** In case that the goods manufactured by Company are being resold to the final customer by another company (hereinafter "Broker"), Company may not be liable for any claim by the final customer. Any liability of Company regarding faults or defects in products, delivery time etc. - with the limitations stated in previous points 1) and 6) - shall be intended only with respect to Broker, which shall check himself the quality of the received goods before reselling them and be liable thereof with respect to his customer(s), according to the sales conditions he applies.
- Property of metal parts used to manufacture records.** Since the electroplating process of the metal parts required to manufacture the records is involved by Company along with the records, customer may ask to receive the nickel "positives", this means the nickel copies of each side of the record. The other metal parts (negatives and stampers) are instead consumable parts and therefore not available to customer. If customer doesn't ask to receive the nickel positives, Company may be able to dispose of them in any manner, except for further manufacturing of records.
- Governing laws.** Everything not expressly stated herein will be governed by the laws pertaining to sales as set forth in the Italian Civil Code (Articles 1470 and following).
- Processing of personal data (Legislative Decree no. 196/2003).** The customer hereby authorizes the processing and diffusion of his personal data by Company for all the commercial, legal and administrative purposes. Said data may be transmitted, in any kind of form, to third parties in order to be processed for said purposes. The holder and responsible of the personal data is Phono Press International srl - Via Vescovado, 39 - 35141 Padova.
- Jurisdiction.** For all disputes arising from the sales of goods by Company, the jurisdiction is set to the ordinary Courts of Padova, Italy.

DATE: \_\_\_\_\_ CUSTOMER'S STAMP AND SIGNATURE: \_\_\_\_\_