

## WORK ORDER TERMS OF AGREEMENT

1. Risk of loss. Risk of loss shall be on the BUYER. SELLER accepts no responsibility for loss or damage to original videotapes/CDs/DVDs ("media"). SELLER shall not, under any circumstances whatsoever, be responsible for any damages, which result as a proximate cause of the loss, or destruction of any media while said media is in SELLER's possession.
2. Proprietary Indemnity. The BUYER warrants that it has exclusive rights to the media delivered to SELLER and shall hold SELLER harmless and indemnify SELLER for any costs incurred as a result of any claim or legal action for copyright or trademark infringement.
3. Specifications. The SELLER shall duplicate for the BUYER program material provided to the SELLER by the BUYER. Any specialized instructions are attached to this agreement.
4. Price. The price of each reproduction is included in this agreement. In addition, BUYER shall pay all taxes, federal, state, and local, which may be imposed by law.
5. Warranties. SELLER warrants that it will duplicate the copies in conformity with the furnished original media and instructions of the BUYER and that the copies will be free from defects in material and workmanship. SELLER's warranties are limited to workmanship when BUYER furnishes materials. Before using, BUYER shall determine suitability of the product for its intended use, and BUYER assumes all risk and liability whatsoever in connection therewith. SELLER's only obligation shall be to replace such quantity of the media proved to be defective. In any event SELLER's liability shall be limited to replacement of any lost or damaged original media with an equal quantity of blank media.
6. Inspection. BUYER shall have the right to inspect the copies and return any defective copies to the SELLER within ten (10) days of the receipt of the copies. SELLER shall not be responsible for replacement of goods deemed defective but not disputed until after the expiration of the aforementioned ten (10) day period.
7. Complete Agreement. This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealing between the parties and no usage in trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make an objection. No representation, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein.
8. Failure to make payment. In the event of failure to pay any amount due on an invoice BUYER agrees to pay all costs, including reasonable attorney's fees and court costs, incurred and/or expended in collecting said amount.
9. Liquidated damages. BUYER understands that SELLER will incur costs for reprocessing past due accounts and therefore it is mutually agreed that liquidated damages of 1.5% per month may be charged on all past due accounts. A dishonored check is subject to a \$25.00 service charge.