



# Terms & Conditions

**Materials:** Customer is responsible for disc content and unless hired to do so, AMP does not modify or test disc content. We rigorously respect the privacy and security of Customer's materials, ideas, and artwork and will make every effort to protect intellectual property of both Customer and third parties. We use extreme care when handling Customer's source materials, however, we are not liable for any damage to materials. We will store source materials for one year. After one year, if Customer fails to claim its source materials, AMP may dispose of Customer's source materials. We reserve the right to refuse any order.

**Delivery:** AMP will do everything possible to make delivery dates; however, delivery dates are estimates and we shall not be liable for any delays in delivery. In no event shall AMP be liable for any of Customer's lost profits or any other special or consequential damages. Orders are FOB at the Plant.

**Copyright:** Customer represents and warrants to AMP that (1) Customer owns and/or has the right and authority to process, use, and replicate any and all materials provided for replication; (2) neither such materials, or the replications, reproduction or use of the same in any way is defamatory or violates or infringes any copyright, trademark, patent, or other intellectual property right or any other right of any third party or entity and will not cause injury to any third party or entity; and (3) such materials are not vulgar, obscene, or invasive of public or private rights and do not give rise to civil liability or otherwise violate any local, state, or federal law or regulation. AMP reserves the right to immediately halt production and/or delivery of any Customer product which, in its sole discretion, may appear to infringe the rights of any third party. In such cases, all sums due by Customer to AMP shall become immediately due and payable. Customer agrees to indemnify, defend, and hold harmless AMP, its members, successors, and assigns, jointly and severally, from any and all claims, suits, liabilities, losses, damages, and expenses (including, but not limited to, reasonable legal fees and expenses) which are related to or arise out of any breach of the representations made by Customer herein, whether during the service and/or manufacturing relationship or at any time thereafter. AMP reserves the right to participate in the defense of any third party claim which Customer is obligated to indemnify AMP as provided above at the expense of the Customer.

**Pricing/Billing:** Prices and specifications are subject to change without notice. Disc orders are subject to a 5% under or over run and printing is subject to a 10% under or over run. Though under runs rarely occur, customers will only be charged for actual quantities manufactured.

**Warranty:** AMP will manufacture exact copies of the data source provided. Our products are warranted against manufacturing defects in quality and workmanship. Customer must make any claims of nonconformity to AMP in writing with reasonable

particularity within ten days following the date of delivery. The Customer's exclusive and sole remedy, and AMP's sole obligation, for breach of such warranty reported during the warranty period shall be, the replacement of nonconforming products. This limited warranty does NOT apply to any product that has been subjected to misuse, negligence, or accident. AMP shall make the final determination as to the existence and cause of any alleged defect.

EXCEPT AS EXPRESSLY STATED HEREIN, AMP MAKES NO OTHER REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER. The remedies set forth herein are the exclusive remedies available to Customer for losses or damages of any kind. IN NO EVENT SHALL AMP BE LIABLE TO ANY PERSON FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. No agent, employee, or representative of AMP has any authority to bind AMP to any affirmation, representation or warranty except as stated herein.

**Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any controversy or claim arising out of, or relating to this Agreement shall be submitted to arbitration in Multnomah County, Oregon. Customer consents to the jurisdiction of the District and Circuit Courts of Multnomah County, Oregon in any action or proceeding relating to this Agreement and waives any claims that such forum is inconvenient.

**Conclusion:** This agreement is accepted by AMP and (a) is a complete, final, and exclusive statement of the terms of the agreement between the parties, (b) is intended to supersede and replace all prior and coexisting agreements, whether oral or in writing, (c) may be modified or rescinded only by a writing signed by authorized representatives of the parties, and (d) applies to all orders submitted to AMP.

Customer has read, understands, and accepts these terms and conditions:

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Company / Title