



## Music and Data CDs Conditions of Manufacture

In order to manufacture your order legally, we are required by our manufacturers to ensure that all data being replicated meets copyrights laws. As such the following statements should be read and understood by you and signed accordingly.

You hereby warrant and declare:

1. That you have been duly authorised by the relevant copyright owner(s) to manufacture or sub-contract all or part of the manufacture of your CD/DVD/CD-ROM/VIDEO/VCD as described in the order placed with Music and Data CDs (MAD CDs).
2. That you are the legal and beneficiary owner or duly authorised licensee of the copyright/patent/trademark/license and other rights and interests thereof in of all those CD/DVD/CD-ROM/VIDEO/VCD, including label printing and printed materials, free from all restrictions, prohibitions, limitations imposed thereon by any third party and or any concurrent rights of any third parties.
3. That the titles described in the order does not contain any illegal pornographic content or materials an the relevant law written for the respective country or territory for release or otherwise has been fully complied with. MAD CDs and it's manufacturers bears no responsibility in this respect.
4. That you undertake to indemnify MAD CDs and its manufacturers against all liability or loss and hold MAD CDs and its manufacturers harmless from any and all third party claims arising out of factions and obligations incurred or suffered by MAD CDs and its manufacturers by reason of any one of the following:
  - a. The infringement of any copyright, patent, trademark, license or other industrial or intellectual property rights of any third party;
  - b. The violations directly or indirectly of any law;
  - c. The use, manufacture, production, sales, re-sales or distribution of any products in the order;
  - d. The breach of any warranty declaration, undertaking, term or stipulation therein.
5. That MAD CDs and its manufacturers shall have the non-exclusive right to use the said copyright/patent/trademark/license and all information in connection with it for the purpose of enabling MAD CDs and its manufacturers to carry out the order
6. That MAD CDs and its manufacturers shall be authorised and entitled to release whatever information in MAD CDs and its manufacturer's possession in respect of the order to the International Federation of the Phonographic Industry (IFPI) or such government or statutory bodies or other organisations as appropriate in the event of a dispute or claim concerning the infringement or ownership of any copyright/patent/trademark/license.
7. That MAD CDs and its manufacturers shall have no liability with respect to the order or otherwise for loss of profit, special, incidental, consequential, punitive or exemplary damages of any kind or the possibility of such damages.
8. That in no event will MAD CDs and its manufacturers be liable for loss of profits, loss of business or business opportunity, loss of use of data, interruption of business, or for indirect or consequential damages of any kind arising from the order.
9. That the above warranties and undertakings are intended to take effect in respect of your subsequent orders as well as all other CD/DVD/CD-ROM/VIDEO/VCD orders that are placed with MAD CDs from time to time.

Company:

.....

Name:

.....

Address:

.....

Position of signatory:

.....

Signature:

.....

Date: .....