

TERMS AND CONDITIONS OF SALE

This order is accepted on the following terms and conditions. "Subject Matter" shall mean all material or information provided to QCA, Inc. by Customer in whatever form whether intended to be embodied or contained in CDs, Cassettes, and Records or not.

ACCEPTANCE OF ORDERS: Customer expressly warrants that it is authorized to provide the Subject Matter to QCA for mastering, processing, duplication and packaging and further warrants that it possesses all rights in the Subject Matter, including but not limited to all copyrights, patents, trademarks, trade secrets and other intellectual property necessary or beneficial to QCA's production of goods containing the subject matter and all related mastering, processing, duplication and packaging. QCA reserves the right to refuse any orders. All orders will be promptly acknowledged.

TERMS: Terms are 50% with order, balance on or before delivery unless stated otherwise. 1 1/2% per month will be charged on all past due accounts. All prices are F.O.B. Cincinnati, Ohio. In the event the customer fails to pay within 120 days for any work completed, the company has the right to sell, dispose of or use any such material on hand, in any way the company chooses. All materials used in production of the order such as negatives, master tapes, trademarks, etc., become the property of QCA.

DELAYS: While the company will do everything possible to meet promised delivery dates such as indicated on acknowledgments of order, these are only estimated dates of delivery and the company disclaims liability for delays in shipment.

RETURNED GOODS: No goods are to be returned for any reason without written authorization from QCA. All goods for which a return is authorized shall be returned at the customer's expense. Any authorized return shall include a detailed, written description of the alleged error or defect which is sufficient to permit QCA to verify the presence, nature and extent of the defect. Where such a factory defect is confirmed by QCA, product will be remade free of defect or a credit will be issued at QCA's sole discretion. The credit to be given shall not exceed the customer's actual sales price paid and freight charges incurred by customer in shipping the goods from QCA to the first delivery point. Our count or audit in respect to returned goods shall be final and binding.

CLAIMS: The company is not responsible for breakage, damage or shortage after goods are delivered to transportation company. Claims based thereon must be made directly to the transportation company by the customer. All other claims must be made within 5 days from receipt of merchandise. Where customer makes no such claim, the shipment shall be conclusively presumed to be acceptable.

RESPONSIBILITY: The company accepts no responsibility for materials held in stock. Customer is liable for fees arising from shipping or collecting for the merchandise. Company acts only as a sub-contractor for the customer and will not be liable or responsible for royalties, talent fees, copyrights, excise taxes or other expenses involved through the production and/or distribution of customer's records.

LIABILITY: All materials used in the production of the order such as sound tapes, artwork, photos, etc., furnished by customer remain the property of the customer and shall hold QCA harmless from and against any claim for loss or damage to such master tapes or Subject Matter from whatever cause, including but not limited to the negligence of QCA, its employees and agents while said materials are in its possession. Because QCA cannot be responsible for any loss or damage to any master tapes or Subject Matter, Customer should retain duplicate backup copies of all master tapes and Subject Matter provided to QCA. Negatives, tapes, and other items supplied by QCA shall remain their exclusive property.

Your order will be delayed if you have failed to send a 50% deposit. Any payments made within 2 weeks of shipment must be credit card, money order or certified check. No personal checks will be accepted.

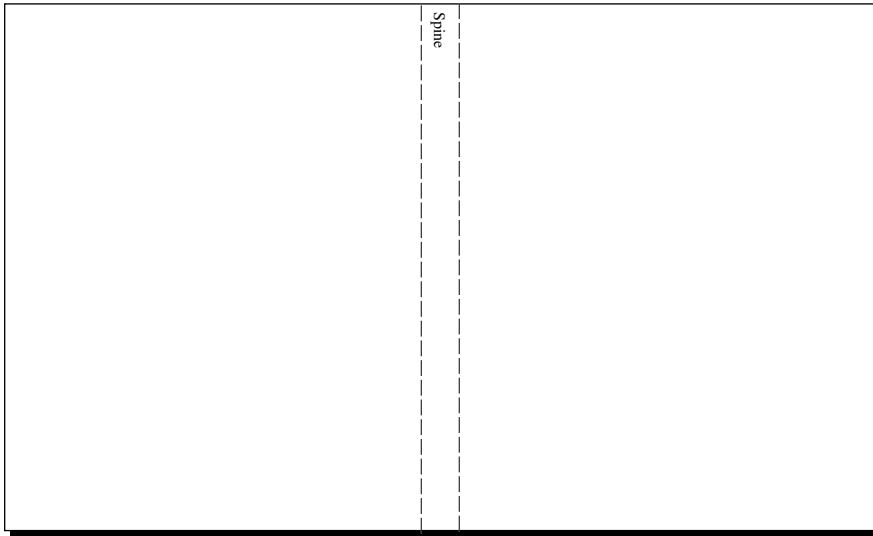
Customer is liable for shipping and storage charges on undelivered freight, any unpaid balance, and all fees incurred in collection of same. If master tapes or other Subject Matter is not returned with the completed order, but returned at a later date upon Customer's request, it will be at the Customer's sole cost and risk. All orders are considered complete within 10% above or below quantity ordered as a charge or credit against your order. Refer to price list for charges on overs.

No waiver or modification of these terms and conditions shall be effective unless in writing and signed by an authorized officer of QCA, Inc.

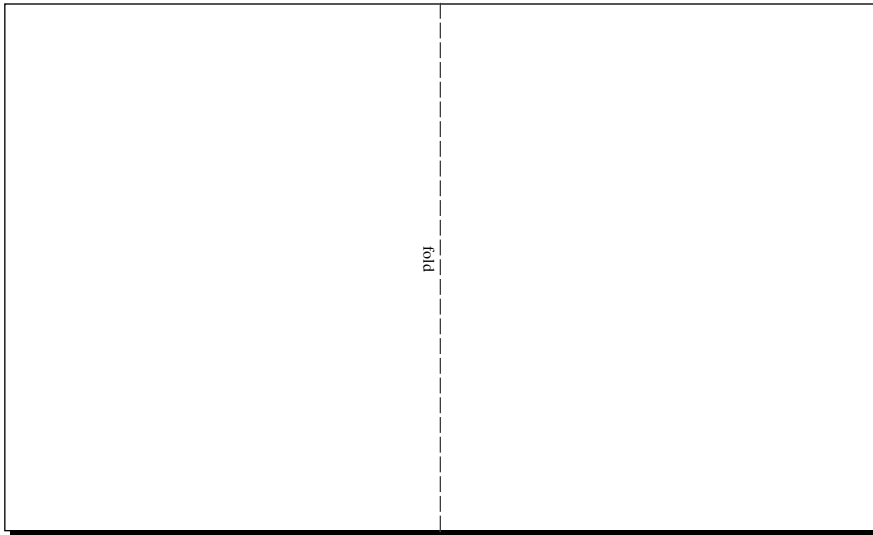


Complete this page only if you are requesting graphic design. Otherwise, furnish printouts of your graphic files and include them with your order.

AMARAY CASE OUTSERT
BACK FRONT



OPTIONAL FOLDER



LABEL



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To enable us to serve you better, please print all copy on separate sheets and then key all copy and photos on the layouts to the left, i.e. mark "Photo No. 1," "Photo No. 2," etc. Then mark "Copy No. 1," "Copy No. 2," etc. Then mark layout where each is to appear and copy will be set as close as possible to your layout.

Prices include disc printed in up to three Pantone colors. A white floodcoat is recommended on DVDs.