TERMS AND CONDITIONS
(please read carefully)

PAYMENT POLICY
- Cash, personal check, certified check, credit card, money order accepted.
- NECD requires a 60% deposit with submission of your order. Balance of payment will be due upon completion of order before shipping or pick-up.
- Personal checks on final balances will take five (5) business days to clear before your order can be shipped or picked-up.

BILLING POLICY
- All orders are subject to a 10% over/under policy. Customers will be billed for actual quantities only. (Prepaid orders exempt.)
- Client will be notified in advance of additional charges required in order to process requested order with materials supplied by client in order to accommodate NECD specifications. Includes but not limited to electronic art files and or process film.
- Re-submission of art files or materials by client is subject to a re-submission fee.

PRICING POLICY
- All prices are subject to change without notice.
- NECD reserves the right to change prices, colors, materials, specifications, and quantities mentioned in our literature without notice or obligation.

PICK-UP / DELIVERY POLICY
- NECD is not responsible for storage of any extra materials. Extra materials will be returned if requested at the customers expense.
- While NECD will do everything possible to meet acceptable delivery dates, such as may have been quoted or acknowledged by our sales representatives, these are only estimated delivery dates. The company disclaims liability for delays in delivery.
- In the event that a client fails to pay within fifteen (15) business days for any work completed, or fails to accept delivery or pickup final product within fifteen (15) days from notification of completion, NECD has the right to sell, dispose of, use, or store any materials on hand in any way the company chooses. The client will be responsible for any additional charges incurred by NECD on their behalf in order to accommodate storage, sale, or disposal. In this case, all negatives, film, stampers, materials, master tapes, CD's etc. become the property of NECD.

GUARANTEE POLICY
- NECD has a quality guarantee policy on all orders, limited to manufacturing defects. All terms and conditions concerning proof approval and manufacturing procedures must be met in order to be eligible. Upon receipt of defective merchandise, NECD will refund, repair, or replace (our option) merchandise which meets eligibility criteria.
- NECD reserves the right to refuse any order.
- All tapes, artwork, photos, etc furnished to NECD by the client remain the property of the client.
- NECD denies liability for damage or loss of client materials due to fire, theft, act of God, or negligence. Client should provide insurance coverage to these materials as NECD policy does not provide protection for client materials in our possession.
- NECD will not accept return of any product without prior approval.
- Cancelled orders in process are subject to a 10% cancellation fee
- If a project is cancelled while in progress, client agrees to pay for all services rendered up to that time.
- No product is replaced, credited, or refunded more than sixty (60) days after clients receipt of the product.

HELPFUL ORDERING HINTS

Prepare all of your materials carefully. The better prepared you are, the smoother your project will run. Here are a few helpful hints…

- Call our toll free customer service line so that we can help you fill out an order form. This will also make us aware that your order is on the way.
- Package your materials carefully. Protect each component individually to avoid damage.
- Please use a padded envelope or box to ship your product
- Ship your package in a manner that will allow you to track its progress i.e UPS, FED EX, etc.
- It is always recommended that you do not send originals or "one of a kind" masters, photo's etc… NECD denies liability for any damage or loss of your materials due to shipping, complications, fire, theft, act of God, or negligence while your materials are in the care, control, or possession of NECD or its affiliates.
- Keep a copy of all records, order forms, and terms for your own records.
- Many duplication companies use different specifications. Please make sure that your artwork, masters, etc. are to NECD specifications

INDEMNIFICATION

- By authorizing your order, client agrees to indemnify and hold harmless NECD and all its affiliates from any and all litigation and/or judgements financial or otherwise for copyright, publishing, trade mark, or any other infringement from all images, audio, video, or other intellectual properties arising from manufacture, sale, and/or broadcast of any products manufactured by NECD and its affiliates. Client further warrants that all material and/or intellectual property contained in these products is the sole property of the client and/or that the client has obtained written permission to use such material and/or intellectual property from its rightful owner.

ACCEPTABLE AUDIO FORMATS

ACCEPTED RECORDING FORMATS FOR CD REPLICATION / DUPLICATION:
1. Redbook compliant CD-R
2. DAT (Digital Audio Tape) 44.1kHz or 48 kHz sampling rate. (Digital transfer charge is applicable)
3. CD-DA (previously replicated red book compliant discs.

GENERAL INFORMATION
- Master tapes must be properly edited and sequenced. Make sure that your tape reflects exactly what you expect your copies to sound like. NECD does not provide equalization or level adjustments unless specifically requested. There is an extra charge for mastering, editing, EQ, etc. Please call for quotes.
- Masters should be accompanied by a complete accurate running index log, listing all tones, silences, songs, hidden tracks, wanted or unwanted out-takes, noises, etc.
- Please make sure all source materials are properly labeled with client name, artist name, album title, release number, address, and phone number.

DAT MASTERS
- Pre roll 10 – 15 seconds recorded silence.
- Calibration tones are recommended. Please indicate frequencies and levels
- Start ID's should be sequentially numbered, placed at the start of each selection, one number per track.
- Sampling rate of 44.1kHz is required for CD duplication. CD duplication/replication customers supplying DAT tapes will be charged a $65.00 digital transfer fee for CD-R conversion. (additional mastering fees may be needed if your DAT is not pre-mastered.
- dB meters should peak at 0db with no over levels. Normalization should average a minimum –15db.
- Please provide an accurate track sheet which includes true time location of all points.

TRACK SHEETS
- All audio input masters must be submitted with a track sheet indicating the following: Selection number, title, artist, pre-roll status for each track, start index, stop times for each track, frame accurate count, duration of each track, end pause points, duration of total program, any offsets included in the track times, notations of noises, pops, clicks, abrupt beginnings or endings, cross fades, etc…along with client name, address, phone number, and any additional contact information.

RECOMMENDED PROGRAM LENGTH

CD: 74 min total.
DVD Format 9: 10GB
DVD Format 18: 20GB

NOTES:
- NECD advises against using maximum lengths for your project.
- In order to provide you with professional CD and DVD duplication, we must receive a professional program source master. For master tapes which do not conform to NECD specifications – upon request, - we will bill the client at an hourly rate for any work required to bring the audio source to professional standards (providing that it can be done.)
- IMPORTANT NOTE: It is industry practice to have a safety copy or backup tape. NECD is not responsible for masters.
- Masters will not be returned unless requested by the customer in writing AFTER receipt and approval of final shipments.

Correspondence
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