

Ship order info to: Anaphora Music, 1200 Barrett Parkway, Suite 4, Kennesaw, GA 30144. Pages 1-3 are required for duplication & replication orders. All artwork that is not press-ready may incur art fees. Questions? We'll be glad to help! Please contact us toll free at (877) 926-6224 or info@anaphoramusic.com. Please visit our FAQs pages and HELP pages at anaphoramusic.com/help for additional assistance. Fax order forms to (770) 422-8759.

Please tell us how you heard about Anaphora? _____

BILL TO:*

SHIP TO:** Same as BILL TO (Required if paying by credit card).

71609

Company / Artist _____
 Contact Name _____
 Street Address _____
 City, St., Zip _____
 Phone _____
 Mobile _____
 Fax _____
 Email _____

Company / Artist _____
 Contact Name _____
 Street Address _____
 City, St., Zip _____
 Phone _____
 Mobile _____
 Fax _____
 Email _____

* BILL TO info must match credit card info, including card holder name as it appears on card and card billing address.

** SHIP TO address must match BILL TO address if paying by credit card.

*** Phone & Email address is required to process your order. Please note we do not & will not sell your info to anyone.

A. PROJECT DESCRIPTION & OPTIONS: Select Replication OR Duplication.

Replication

1) DISC TYPE

- CD DVD DVD-9/10
 Mini CD Mini DVD Hybrid
 Business Card CD (hockey rink style)
 Business Card CD (rectangle style)

2) DISC PRINT

- 1-3 colors 4 colors (full color)
 1-3 colors are included with your order. Full color on-disc print adds \$.07/unit up to 3,000 units, or up to \$210 total.

Duplication

1) DISC TYPE

- CD-R DVD-R Mini CD-R
 Mini DVD-R Business Card CD-R
 USB Drive MP3 Player

2) DISC PRINT

- Text & logo Full coverage

Full color text print is included with your order. Full color text print is lines of text such as a title or track listing. Additional print coverage incurs additional charges based on quantity of discs ordered. Full coverage print covers the entire surface of disc.

3) CASE

- Spindle Sleeve Slimline Clamshell Jewel Amaray (DVD case)
 Digipak Wallet Sleeve Jacket Sleeve Cardboard Sleeve Mailer
 Mini Sleeve Mini Slimline Mini Clamshell Multi-disc Other

4) INSERT PANELS

- 2 4 6 8 10 Booklet _____ None

5) INSERT/INLAY PRINT

4/0 4/1 4/4 None

- Insert Print
 Tray Card or Inlay Print

Inside the case an insert is the removable paper, a tray card or inlay is the non-removable paper.

4/0 = Full color outside, no print inside
 4/1 = Full color outside, B&W inside
 4/4 = Full color outside & full color inside

6) ADDITIONAL OPTIONS

Yes No

- UPC Bar Code
 Graphic Artist
 Shrink-wrap
 Online Store

UPC adds \$20.

It's highly recommend that your artwork is professionally prepared. It can affect print quality.

Over-wrap is included with most replication orders. Shrink-wrap is additional based on qty for all duplication orders.

The online store is FREE for our customers. More info on page 5.

7) MARKETING & PROMOTIONAL ITEMS

- Posters One Sheets / Flyers Stickers T-Shirts Quantity _____ None

8) AUTHORIZING, ENCODING & MASTERING SERVICES

- Compilations Authoring CD-Text (song title data) Mastering None

B. PROJECT INFORMATION

Project Title _____

Artist / Company _____

Quantity _____ Requested Completion Date _____

IMPORTANT: All turnaround times are estimated & subject to change unless paying rush fees.

C. SHIPPING INFORMATION

First A.M. Overnight Priority Overnight Standard Overnight

2 Day 3 Day Ground Courier Pick-up

I'll decide when complete My FedEx or UPS account # _____

Ship signature required at delivery (Leave unchecked for no signature)

D. PAYMENT INFORMATION (Must match BILL TO information)

Credit Card Number _____ Exp Date _____

Visa MC AMEX Discover Verification Number _____

E. ORDER TOTAL

50% deposit is required for us to begin processing your order.

Orders totaling \$200 or less require 100% deposit.

Balance due at order completion before pick-up or shipping.

Payments by check must clear our bank before product is available for pick-up or shipping.

Sub-Total	\$	_____
Sales Tax	+	\$ _____
Shipping	+	\$ _____
Order Total	=	\$ _____
Deposit	-	\$ _____
Balance Due	=	\$ _____

Georgia clients add 6% sales tax.

F. EACH BOX BELOW MUST BE CHECKED

- Your supplied master disc copy & art disc are NOT returned.
 All turnaround times are estimated and subject to change unless paying rush fees.
 Sony/Phillips Red Book Standard specifies audio should not exceed 74 minutes and 40 seconds (650M), & a DVD should not exceed 4G. Otherwise, playability issues may arise.

Additional Comments or Instructions

IMPORTANT!! I have read and am in agreement with the terms and conditions listed on page 2 of the order forms. I authorize Anaphora Music, if paying by credit card, to charge my credit card and begin processing of my order. I agree to pay the total balance due according to the card issuer agreement and agree that my signature below is as binding as if signing a credit card sales slip in person. Balance due upon order completion. All unpaid balances will be charged interest of 1.5% per month until paid. Any order not picked-up or paid for after 30 days of completion becomes the sole property of Anaphora Music for any use at the sole discretion of Anaphora Music.

Print Name _____

Signature _____

Date _____

IMPORTANT INFORMATION!! PLEASE READ CAREFULLY! These terms and conditions ("Agreement") apply to you ("Purchaser") and Anaphora Music, Inc. ("Anaphora Music"). By placing an order, you accept and are bound to the terms and conditions of this Agreement.

- 1. PRICE QUOTES & ORDER ACCEPTANCE.** Price quotes by Anaphora Music are valid for two (2) weeks, unless otherwise stated on the price quote. Anaphora Music is not responsible for pricing or typographical errors. Orders are not accepted by Anaphora Music without a deposit payment. Re-orders and future new orders are according to the current terms and conditions when that order is accepted and may be accepted by phone, fax or email. Anaphora Music reserves the right to refuse any order or re-order for any reason or no reason in its sole discretion.
- 2. PAYMENT TERMS.** Payment terms are according to Anaphora Music's sole discretion, and unless otherwise agreed to by Anaphora Music, payment must be received by Anaphora Music prior to Anaphora Music's acceptance of an order. A 50% deposit is due with your order. A 100% deposit is due for orders of \$200 or less. The balance, including shipping fees, is due upon completion of your order. Credit Cards: We accept American Express, Visa, MasterCard & Discover. Purchaser agrees to pay total balance due according to card issuer agreement and signs these order forms as if signing a credit card sales slip. Checks: A returned check fee of \$35 or 5% of the total order price, whichever is greater, will be applied to any balance due. Check verification requires 3 business days after check is received. Balance payments by check may delay shipping your order until processing of the payment can be verified. Sales Tax - Clients in the state of GA add 6% sales tax. Sales tax exempt clients must provide Anaphora Music with a valid tax exemption certificate applicable to the product ship-to location prior to Anaphora Music's acceptance of the order. Orders not picked-up or paid for after 30 days of completion become the sole property of Anaphora Music for any use its sole discretion.
- 3. INTELLECTUAL PROPERTY RIGHTS (IPR).** An Intellectual Property Rights Form (IPR), page 3 of the order forms, is required for every new order to ensure copyright protection for the author or composer of the content to be duplicated. Anaphora Music will not duplicate pirated material. Purchaser declares to be the owner, or authorized agent of the owner, of all content, which includes any data, audio, name, image, and statement, submitted for duplication, and that all required licenses, permissions, and copyright clearances have been obtained and any fees for such clearances have been paid. Anaphora Music DOES NOT assume any responsibility or liability for any required copyright clearances. It is Purchaser's responsibility to comply with all copyright laws. Purchaser shall fully and effectively, upon demand, indemnify Anaphora Music, including without limitation its agents, employees, and contractors, from any claims, demands, actions, damages, lawsuits, or judgments of any kind or nature now or later contemplated, against Purchaser including but not limited to, all attorneys' fees and costs in connection with this agreement, including without limitation any copyrights, trademark or intellectual property infringement.
- 4. CD/DVD MASTER DISC COPY.** Please send a master disc copy. Your master disc copy is NOT returned to you. If your master disc copy was not professionally created then please be sure that your master disc copy is properly prepared for duplication. Sony/Phillips Red Book Standard specifies that a CD should not exceed 74 minutes and 40 seconds (approximately 650MB). Purchaser may exceed the standard up to 78 minutes. Any master longer than 78 minutes will not be accepted. A DVD should not exceed 4G. Purchaser's duplicated discs will be exact replicas of the master disc copy, including any errors or defects on the master disc copy. Unless Purchaser has ordered and paid for mastering services, the master disc copy will be duplicated as submitted with no changes. It is the Purchaser's responsibility to make sure the master disc copy submitted is exactly as the Purchaser wants to have it duplicated.
- 5. DESIGN SET-UP, PRINTING, & PROOFING.** If your artwork is not press-ready and/or requires additional work then additional fees may apply. Additional work is provided at our rate of \$70/hour. Printing of insets and tray cards is a different process than for on-disc printing, and therefore may not precisely match. Absolute, or exact, color matching is not guaranteed, and minor print marks, within industry standard, may exist on all printing. Proofing - All duplication projects begin only after you approve a proof for each design created by Anaphora Music. One (1) set of digital proofs is provided at no cost. Additional proofs may be subject to additional proofing fees. Digital proofing (proofing on a monitor) colors are not always absolute. Hard copy proofs are also available for an additional fee, plus shipping, and usually take 1-2 business day. The fees for hard copy proofs depends on the details of your project. Please check with us if you need hard copy proof pricing. Review your proofs carefully. Anaphora Music will not be liable for errors that you approve. Anaphora Music, at its discretion, may or may not supply proofs for designs submitted by Purchaser that do not require additional set-up, but are run "as is," unless Purchaser specifically requests otherwise on order form.
- 6. OVERRUN & UNDERRUN (applies only to replication orders).** The industry standard for high quantity printing typically yields a total number of units that is slightly higher (overrun) or lower (underrun) than ordered. Some overrun or underrun should be expected with every order. A 10% overrun or underrun is accepted industry standard. The total price charged will reflect the total number of units delivered.
- 7. SHIPPING.** FedEx is our preferred shipper and provides tracking numbers once the order is shipped. If you are paying with a credit card, the shipping address must match the billing address of your credit card. FedEx will not deliver to a P.O. box. Anaphora Music, at its own discretion, reserves the right to require the shipper to obtain a signature from Purchaser at the time of delivery. Anaphora Music will not be held liable for the timeliness of the shipping company. All orders F.O.B. Anaphora Music, Marietta, GA. Order becomes the property of Purchaser once it is shipped. Purchaser CANNOT refuse a shipment. Any shipping damage must be reported immediately to the shipper.
- 8. ORDER CANCELLATION.** Cancellation of an order in progress will result in a balance due of charges accrued for work completed and materials used to fulfill order according to the stage of completion up to the time of cancellation, in addition to a cancellation fee of 10% of the total order or \$25, whichever is greater. The remaining balance, if any, will be refunded. If the order payment was made by credit card, then the refund is credited within 14 business days. If order payment was made by check, then the refund is mailed in 4-6 weeks. A completed order, including an order in the assembly stage, CANNOT be cancelled.
- 9. RETURN & REFUND POLICY.** Anaphora Music products and services are created to the Purchaser's specific specifications and needs, and are most desirable only to the Purchaser. Due to this specialization of our products and services, Anaphora Music does not accept returns and does not give refunds.
- 10. PURCHASER LIABILITY.** Purchaser, if acting on behalf of a group, artist, company, organization, or any other entity, warrants to have full authority to enter Agreement on its behalf and be bound by Agreement. All order forms and payment forms, completed online or by hard copy, are legally binding contracts between Purchaser and Anaphora Music. Purchaser personally assumes liability as principal for payment of this order. Non-payment by Purchaser is a breach of contract and will result in immediate action against Purchaser by Anaphora Music to collect money owed by Purchaser. Such action may include, but not be limited to, our collection agency and/or attorneys acting on our behalf to collect any monies due. Purchaser agrees to pay all collection costs, including reasonable attorney(s) fees, court costs, and expenses, incurred to collect monies owed to Anaphora Music by Purchaser. Anaphora Music conducts business in good faith with its customers and will not tolerate acts of fraud committed against Anaphora Music.
- 11. LIMITATION OF LIABILITIES.** Anaphora Music neither makes nor accepts any warranty or liability, expressed or implied, that is not contained in this Agreement. Anaphora Music shall not be responsible for any loss, damage or injury of any kind or nature, now or later contemplated, including but not limited to, direct or consequential, such as loss of potential revenue, due to any defects in workmanship, materials, negligence, errors or any other theory of liability against Anaphora Music. All turnaround times are estimated and subject to change, especially during peak seasons. Estimated completion dates are NOT guaranteed, unless paying rush fees. Please plan ahead. Anaphora Music will NOT be liable for your deadlines. In addition, Anaphora Music is not responsible in any manner now or later contemplated for the nature or contents of any content placed on our sites by third parties.
- 12. PRIVACY POLICY.** The Information We Collect: This notice applies to all information collected or submitted on the Anaphora Music website. On some pages, you can order products, make requests, and register to receive materials. The types of personal information collected at these pages are: Name, Address, Email address, Phone number, Credit/Debit Card Information, etc. The Way We Use Information: We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside parties except to the extent necessary to complete that order. We use the information you provide about someone else when placing an order only to ship the product and to confirm delivery. We do not share this information with outside parties except to the extent necessary to complete that order. Our Commitment To Data Security: To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Information collected by Anaphora Music is never sold to a third party.
- 13. ADDITIONAL FORMS, COPIES.** This Agreement may not be amended unless agreed to in writing by Anaphora Music and Purchaser. Supplemental forms may only be added if agreed to in writing by Anaphora Music and Purchaser. Facsimiles, digital scans and photocopies of Agreement are to be treated as original documents. Purchaser may email changes to the "PROJECT DESCRIPTION & OPTIONS" section only (page 1 of order form) and this email is to be considered an amendment with written confirmation by both parties only if the following requirement is met: The email written by Purchaser is received by an authorized representative of Anaphora Music AND that authorized representative replies to Purchaser's email confirming the change by restating it in the email.
- 14. GOVERNING LAW.** This Agreement and any sales there under shall be governed by the state of Georgia, without regard to conflicts of laws rules.

I have read, understand, accept, and agree to be bound by the above terms and conditions.

Print Name

Signature

Date



Intellectual Property Rights (IPR) Form

To be submitted with every order.

- Letters of Indemnity are not adequate.
- LICENSED content requires proof of licensing for replication.
- OWNED content indicates the individual/organization completing this form is the IPR owner.
- Must be completed by the organization soliciting replication and not a broker or intermediary.

Album/Project Title _____

Distribution Within an organization ___ Retail ___ Free to public ___ Other _____

Countries Where Distributed _____

Are you the IPR owner for the entire disc contents? ___ YES ___ NO*

Complete the section(s) below describing the content that is applicable to the media you have ordered.
MP3 or Enhanced Disc content requires completion of both ROM and Audio sections.

1. CD-ROM / DVD-ROM Content

***If Not IPR owner, list all included non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner.** Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.

2. CD / DVD Audio Content Check Here if COMPILATION _____

Artist(s) _____ Content/Music Type _____

An attached list of track title, artist, and IPR owner is **REQUIRED**. Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.

***If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.**

3. CD / DVD Video Content (if Audio is separately licensed, complete Audio section and provide necessary Audio/Video Synchronization licensing)

***If Not IPR owner, proof of replication licensing from IPR owner is REQUIRED.**

I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am the intellectual property rights owner for all contents indicated as being "owned" and approve of replication. I agree to abide by the current version of the Anti-Piracy Compliance Program procedures and standards of the International Recording Media Association. The replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Print Organization Name & Telephone # of Party Soliciting Order _____

Signature of Representative from Party Soliciting Order _____

Print Name, Title, & Date _____