

Moon Valley Media Engine Inc.
10409 North 21st Ave Ste. 1
Phoenix, Arizona 85021

TERMS AND CONDITIONS

1. Terms and Conditions of Sale

The price for Moon Valley Media Engine's Compact Disc mastering, replication, labeling and packaging services are as stated in Moon Valleys published price schedules or specific price quotes. Moon Valley Media Engine may change any provision of these price schedules without notice at any time, provided that such change will not affect any order received by Moon Valley Media Engine and ready for immediate shipment before the effective date of the change.

All shipments shall be F.O.B. Phoenix, Arizona. Quantity shipped can be -10% to + 10% of order quantity stated by Customer unless otherwise agreed in writing.

All Moon Valley Media Engine invoices are due for payment by Customer COD or net 30 days with approval.

Delivery of products and services shall be made on a best efforts basis. Moon Valley Media Engine makes no guarantee or warranty as to delivery dates and Moon Valley Media Engine shall not be liable if Customer's desired shipping date is not made.

Prices listed do not include sales, use, excise, or similar taxes. The amount of any tax applicable to Customer's purchase of products or services from Moon Valley Media Engine shall be added to the invoice and paid by Customer.

2. Customer Data and Artwork: Authority.

Customer represents and warrants that they possess the legal right and authority to have Moon Valley Media Engine at no cost or liability to Moon Valley Media Engine, produce and/or replicate, for sale and/or distribution to third parties, the customer submitted CD content, label art, or any other Customer supplied material ("Customer Supplied Content") without infringing any trademark, copyright, contract, property right, or any third party rights of any kind, whether statutory, legal, or equitable.

Customer hereby grants to Moon Valley Media Engine the right to replicate the Customer Supplied Content.

3. Limited Warranty

Customer shall maintain a copy of the Customer Supplied Content which contains the data to be replicated onto Compact Discs. If the Customer Supplied Content is lost or damaged while in Moon Valley Media Engine's actual possession from any cause whatsoever (including the negligence of Moon Valley Media Engine), Moon Valley Media Engine shall only be obligated to replace the Customer Supplied Content with an equivalent quantity of blank media. Moon Valley Media Engine shall not be responsible for any loss or damage to the Customer Supplied Content while in transit to or from Customer and is reflected in the prices of goods and services.

With respect to services involving the processing on Moon Valley Media Engine's equipment of data furnished by Customer, Moon Valley's only obligation, and Customer's exclusive remedy, is for Moon Valley Media Engine at its expense to re-perform or correct any nonconforming services which are due solely to errors on the part Moon Valley Media Engine, its equipment, or its employee's. Moon Valley Media Engine shall not be responsible in any manner for any nonconforming services which are caused in whole or in part by inaccurate or inadequate input data or tapes supplied by Customer. Moon Valley Media Engine may check the Customers Supplied Content for obvious flaws, but Moon Valley Media Engine shall have no duty to perform such checks, and shall not be responsible for the quality or accuracy of the Customer Supplied Content or other related information provided by Customer.

4. Customer Indemnification

Customer will indemnify and hold harmless Moon Valley Media Engine and its directors, officers, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and other litigation expenses) with respect to claims by any third party that the products and services provided by Moon Valley Media Engine, including but not limited to mastering, duplication, replication, possession, sale, rental, or use of Customer supplied data or artwork, or any DVD's/CD's containing Customer's data or artwork as contemplated herein, infringes any copyright, trademark, proprietary right, or any other third party

Customer will indemnify and hold harmless Moon Valley Media Engine and its directors, officers, agents and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and other litigation expenses) with respect to claims of the third parties arising from Customer's wrongful disclosure of information to Moon Valley Media Engine.

Signature: _____ Date: _____