

Project Starter Kit

Thank you for choosing DEX Audio for your project.

Please read this document, complete all the forms and submit to Dex with the following -

- A master
- Artwork, supplied on disc and set up to the Dex Specifications
(Found on our website – www.dexaudio.com.au)
- A colour print out of the artwork
- A copy of the track listing for CD only
- A Grant of rights letter - page 5 of this kit
- Copy of any licensing agreements required to reproduce the master's content
- Copy of letter confirming registration with APRA/AMCOS for all non-original audio content
- A 50% deposit

Your project will not begin manufacture until all of the above items and this form are submitted to Dex

Please send all items to the attention of your customer service executive:

DEX AUDIO
393 – 399 Macaulay Rd
Kensington Vic 3031

Project Starter Kit Order Form

Date: _____
Customer Name: _____ Phone: _____
Fax: _____ Email: _____
Company: _____
Project Title: _____ Dex Quote #: _____
Address: _____
City: _____ State: _____ Postcode: _____
Desired Delivery Date: _____ *(please read quote for turnaround times)*

Deposit: A 50% deposit is required before orders will begin

Electronic Transfer *please attach remittance advice to order*
Account Name: **Dex Audio Pty Ltd** BSB: **083 355** Acc. No: **525672504**

Cheque/Money Order (*payable to: Dex Audio Pty Ltd*)

MasterCard Visa

Credit card Number _____
Expiry Date # _____ CCV # _____

Please deduct _____ from the above account for the 50% deposit required to start manufacture of the above mentioned project.

Authorised Signatory _____

Delivery Details

Customer Pick up Client Courier Dex Courier

Delivery Address: _____
Company Name: _____
Attention: _____
Street Address: _____
City: _____ State: _____ Post Code: _____

Disc, Paper Parts and Packing Order



Quantity desired: _____

Artwork Files:

***Design program files accepted: Adobe CS2 - Includes photoshop, Illustrator, InDesign - Quark Xpress 6, and files exported from any program in a "Press Quality"/ high resolution (min.300dpi) PDF format.*

Disc Label file name: _____ Paper parts file name: _____

Disc

Printing

CMYK (full Colour):

Spot Colour/Pantone: PMS #1. _____ 2. _____ 3. _____ 4. _____

*White base under printing: YES NO

**all areas on the disc label, that are white on the screen or printout, will be the silver of the disc unless white base is chosen*

CD

Format:

- CD Rom
- CD Audio

DVD

Format:

- DVD Video: DVD 5
- DVD 9
- DVD 10

OR:

- DVD Rom: DVD 5
- DVD 9
- DVD 10

Master Format:

- CD-R
- Exabyte

Master Format:

- DVD - R
- DLT

Packaging

CD DVD

- Jewel Case with: Clear Tray
- Black Tray White Tray

- 5mm slimline CD case
- 7mm slimline CD case
- 5mm CD PP mailer Black
- 5mm CD PP mailer Clear
- Vinyl Wallet
- Self Adhesive Wallet
- Paper Wallet with window
- Double Jewel Case
- Cardboard Wallet
- Other _____

DVD

- 14mm Clear DVD Case
- 14mm Black DVD Case
- 7mm Clear DVD Case
- 7mm Black DVD Case
- Vinyl Wallet
- Self Adhesive Vinyl Wallet
- Paper Wallet with window
- Double Jewel Case
- Cardboard Wallet
- Other _____

Printed Parts

CD

- 2 page booklet with: Double sided inlay
- 4 page booklet with: Single Sided Inlay
- 6 page booklet with:
- 8 page booklet with:
- 16 page booklet with:
- Flexi-pack: 4 panel 6 panel
- J-Card
- Cardboard Wallet
- Double Gate-fold Cardboard Wallet
- Other (please specify): _____

DVD

- Single Sided Slick
- Double Sided Slick
- 2 page Booklet
- 4 page booklet
- 8 page booklet
- Flexi-pack: 4 panel 6 panel
- Cardboard Wallet
- Double Gate-fold Cardboard Wallet
- Other (please specify): _____



*Proof:

Please refer to clause 5 of the Terms and Conditions for further information on proofing options.

*The proof option you choose applies to both disc printing and printed parts.

Premium Direct To Plate (DTP) Set Up:

- Printed Sherpa Proof
- **PDF Proof

**A PDF proof is used to check for any errors or mistakes such as missing characters or images, and page layout.

Note that colours in a PDF are to be used as a guide only as this is not a colour accurate proof.

OR

- ***Express (no proof) DTP Set Up

***It may seem advantageous to order express (no proof) printed parts as you will save time and money on your project, however please carefully read the waiver below before making your decision and signing off on this option.

Waiver:

Please note Dex Audio consider it essential to order a proof to check your art work thoroughly, prior to printing your project.

If you wish to proceed with the printing of your project with an Express DTP Set Up, then the following undesired outcomes may occur:

- Colours may vary between your intended colour and the actual printing
- The fonts and images maybe incorrect or exchanged for other fonts and images.
- Images and fonts may have dropped off artwork

Approval to Proceed:

I wish to proceed with the printing of my order without a proof. I understand that there may be differences between my intended outcome and the actual printed parts and discs. I hereby acknowledge that neither Dex Audio nor any of its suppliers will accept liability for these differences.

Name: _____

Signature: _____

Date: _____

Order Approval:

By signing below, I authorise DEX AUDIO to proceed with my order. I have read and agree to the terms and conditions of trade (pages 8-11).

Authorise by: _____ Date: _____

Insert date here

TO:
Dex Audio
393-399 Macaully Road,
Kensington, Vic, 3031

Re: Grant of Rights

This letter is to warrant that

(Insert name of copyright / intellectual property owner here)

is the owner of all necessary legal rights to grant replication rights associated with the following title:

(Insert title here)

(Insert name of copyright / intellectual property owner here)

hereunder known as the Grantor, hereby grants

Dex Audio/ or party soliciting the order

(the grantee), the rights to have the above listed title replicated as specified by the Grantor.

Name:

Title:

Signed: _____(copyright/intellectual property owner)

Terms and Conditions of Trading (the fine print)

General

These terms and conditions ("**Terms and Conditions**") shall apply to the exclusion of all others including any terms and conditions of the Customer (whether on the Customer's order form or otherwise). No goods or services will be supplied by Dex on any terms or conditions other than those set out herein and by taking delivery of the goods the Customer shall be deemed to agree to these Terms and Conditions. For the purposes of these Terms and Conditions, the Customer means the party to whom goods and services are sold and or in whose name an account is maintained by Dex.

1. **Manufacturing Variance:**

The CD and DVD manufacturing process means that quantities supplied may vary by a percentage more or less than the quantity originally ordered. The quantity that will be invoiced is the quantity supplied and not the quantity originally ordered. Variation is 10% more or less on quantities to 1000, 5% on quantities to 5000 and 2.5% for quantities over 5000.

2. **Payment:**

A 50% deposit is required on placement of your order and full payment of the balance must be arranged prior to collection or delivery of goods. Partial delivery or collection is not available until full payment has been received. Payments can be made by cash, cheque (3 days clearance required, Telecheck facilities are available for immediate cheque clearance if cheques are signed in presence of Dex Audio staff - Photo ID required), MasterCard, Visa, or direct cash deposit into Dex Audio's bank account.

3. **Original client materials:**

Clients are responsible to retain copies of their original masters and artwork files. In the event that client materials are inadvertently lost or damaged, Dex Audio shall be liable for the replacement of the blank media only and will not be responsible under any circumstances for replacing the original master or artwork content.

It is standard practice at Dex Audio to retain possession of all original material to facilitate future reruns. In the event that materials are to be returned to the client the client shall bear the cost of retrieving those materials.

4. **Conditions of Duplication**

In consideration of Dex duplicating either now or in the future, any tape(s), compact disc(s) or DVD(s) as requested by the Customer, the Customer agrees warrants and acknowledges as follows:

- (i) to grant a licence to Dex to duplicate the works and the sound recording and any other data or other material including without limitation any file access table or other partition information ("the information") contained on the tape(s), compact disc(s) or on the DVD(s);
- (ii) that the Customer owns or is authorised to deal with the copyright or other intellectual property or any other rights subsisting in any information contained on the tape(s), compact disc(s) or on the DVD(s) ;
- (iii) that the Customer undertakes and warrants to satisfy all claims made against Dex for breach of copyright or any other third party action whatsoever resulting from duplicating any information contained on the tape(s), compact disc(s) or on the DVD(s) and to indemnify and keep indemnified Dex against any liability or cost which Dex may incur in respect of any such claim or action by any person;
- (iv) that any information contained on the tape(s), compact disc(s) or on the DVD(s), or any use of the works and the sound recording contained on the tape(s), compact disc(s) or on the DVD(s), will not violate any law or infringe upon the rights of any person; and
- (V) that whilst Dex will use its best endeavours to effect the successful transfer of any content from one medium to another (eg. tape to disk) Dex makes no representation that any duplication which involves the transfer of any information from one medium to an other will result in the successful operation of any executable file or compatibility of any content

5. **Dex Direct to plate (DTP) Set Up**

CD & DVD paper parts and disc label art must be supplied on disc. Artwork files must be prepared to Dex Audio's specifications and submitted with this completed Project Started Kit. Copies of Dex Audio's art specifications are available on the Dex website www.dexaudio.com.au .

Two options are available for direct-to-plate printing - the premium (proof) DTP set up (highly recommended) and the Express (no proof) DTP set up.

Premium (Proof) DTP Set Up:

Dex Audio will check the customer's artwork files to ensure that (i) page orientation, dimensions and bleed are correct and to specification, (ii) all necessary fonts and images are supplied and to specification. Page order can only be checked if page numbers are clearly specified on the artwork. Note that Dex Audio cannot proofread the artwork provided. Either a Sherpa proof or PDF Proof (as requested) will be forwarded to the customer, for approval, prior to printing.

A Sherpa Proof is a colour accurate proof and should be used to check for any errors or mistakes such as missing characters or images, and page layout, text, fonts, and layout.

A PDF proof is used to check for any errors or mistakes such as missing characters or images, and page layout, text, fonts, and layout. Colours in a PDF are to be used as a guide only as this is not a colour accurate proof.

The Premium DTP set up charge includes one artwork disc processing fee and the first proof. If the customer rejects the proof due to errors found in the artwork, additional charges will apply for another Premium DTP Set Up. The customer will be advised of all charges before proceeding.

Once Dex Audio has checked the artwork, a proof will be forwarded to the customer for approval. Printing of the disc and paper parts will not proceed until Dex Audio has received the customer's approval in writing.

Express (No proof) DTP Set Up:

It may seem advantageous to order the Express (no proof) DTP set up as this option saves time on the turnaround of the project. However, please be aware that Dex Audio will proceed to print from the customer artwork file without sending a proof. This means:

- Dex Audio cannot guarantee the colour accuracy of paper parts or the disc print unless a sherpa proof has been produced from the artwork disc (see Premium (proof) DTP Set Up above).
- Dex Audio cannot accept artwork discs for Express DTP Set Up if alterations to the artwork are required - for this the Premium DTP Set Up must be used.
- If Dex Audio discovers (or the customer advises Dex) that alterations are required to the artwork, during the Express DTP Set Up process (e.g. incorrect dimensions) - then Dex cannot complete the Express DTP Set Up. The Customer will be asked to convert to a Premium DTP Set Up. Both the Premium DTP and the Express DTP Set Up will be charged. For this reason, only designers experienced in direct-to-plate (DTP) set-up and Dex artwork specifications should consider the Express DTP Set Up.

If the customer chooses to proceed with an Express DTP Set Up, the customer must supply a colour printout or proof at correct size for all artwork. Whilst all care will be taken to produce paper parts that match the colours on any printout you supply - colours CAN vary. Professional proofing (Epson9000, Sherpa or similar) is essential for colour accuracy.

CD & DVD Disc Label Art:

If the customer has chosen the Premium DTP set up for CMYK label art - then Dex will match the colours to the proof that the customer has approved.

If the Premium DTP set up for spot (Pantone) colour disc label art was selected - then the discs will be matched to the Pantone colours specified. The Sherpa proof should be used to confirm design layout - and as a rough guide for colours. Digital proofing is designed for accurate colour matching for process (CMYK) colour printing only.

If the customer is supplying the films for a CMYK disc label art, then the customer must also supply a Sherpa or similar proof for Dex Audio to colour match to. Process colours (C, M, Y or K) must be specified on each film.

If the customer supplies films for spot (Pantone) colour disc label art - then the discs will be matched to the Pantone colours specified. The Pantone colour must be specified on each film.

Suitability of Designs (Disc Production Only):

Clients are responsible to ensure the suitability of colour, colour density and design for printing onto disc. Clients are also responsible to ensure that their designs meet our specifications. Dex Audio cannot check the suitability of your colours, colour density or other design elements prior to printing. If the artwork differs from any laser or inkjet printout supplied, Dex Audio will print what is contained in the artwork and produced by colour separation films made from that artwork. A design finishing service is available through Dex Art Department for clients who wish to check the suitability of colours and other design elements prior to production.

Dex Audio will not be liable for remanufacture in the event that the printed discs are deemed unsatisfactory due to inappropriate colour selection, inappropriate colour density or failure to follow our design specifications.

6. Cancellation

- a) Orders placed with Dex cannot be cancelled without the written approval of an authorised representative from Dex.
- b) In the event that Dex accepts the cancellation of any order placed, it shall be entitled to charge a reasonable fee for any work done to the date of cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
- c) If a request to cancel an order is accepted by Dex, the Customer agrees that it will indemnify Dex against any damage or loss suffered as a result of the cancellation, whether such damage or loss was suffered before or after the date of cancellation.

7. Packaging

The cost of any special packaging and packing materials used in relation to the goods are at the Customer's expense notwithstanding that such cost may have been omitted from any quotation provided by Dex to the Customer.

8. Specifications

The Customer agrees that any specifications provided to Dex for an order of goods are approximate only and any deviation from them does not vitiate any contract with Dex or constitutes grounds for any claim against Dex.

9. Buyer's property

Any property of the Customer in Dex's possession, custody or control, whether or not such property is in connection with an order, is at the Customer's risk as regards to any loss or damage caused to the property or by it.

10. Delivery

- (a) Any delivery times made known to the Customer are estimates only and Dex is not be liable for late delivery or non-delivery.
- (b) Dex is not liable for any loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of the goods.

11. Loss or damage in transit

- (i) Dex is not responsible to the Customer or any person claiming through the Customer for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not Dex is legally responsible for the person who caused or contributed to that loss or damage).
- (ii) Dex must provide the Customer with such assistance as may be necessary to press claims on carriers so long as the Customer:
 - (a) has notified Dex and the carriers in writing immediately after loss or damage is discovered on receipt of goods; and
 - (b) lodges a claim for compensation on the carrier within three (3) days of the date of receipt of the goods.

12. Change of Ownership

The Customer agrees to notify Dex in writing of any change of ownership of the Customer within 7 days from the date of such a change and indemnifies Dex against any loss or damage incurred by it as a result of any change of ownership of the Customer or the Customer's failure to notify Dex of any change.

13. Claims

- a) The Customer will be deemed to have accepted any goods or services provided by Dex as being in accordance with its order unless it notifies Dex in writing of its claim within 28 days of receipt of the goods or service.
- b) No return of allegedly defective or faulty goods will be accepted by Dex unless Dex has given prior written authorisation to the Customer for the return which must be provided by Dex in each individual case.
- c) If Dex agrees to accept returned goods from the Customer under clause 2(ii), the Customer must return the goods to Dex at Dex's place of business referred to at the beginning of these Terms and Conditions.
- d) Dex will replace faulty stock as speedily as possible and will deliver it in accordance with the Customer's original delivery instructions at no additional cost. Any changes regarding delivery requested by the Customer will be at the sole cost of the Customer.

14. Warranty

All warranties whether expressed or implied and whether statutory or otherwise with regard to the goods and services supplied by Dex as to quality, fitness for purpose or any other matter are hereby excluded except in so far as any such warranties are incapable of exclusion at law.

15. Freight Costs

Dex is not liable for any freight costs on the return of goods by the Customer.

16. Costs

Should payment remain outstanding beyond 28 days, the Customer will be liable to Dex for all costs including legal costs (on a solicitor/own client basis) and mercantile agents fees incurred by Dex in recovering the amount outstanding.

17. Lien

The Customer hereby acknowledges that Dex has a lien over all goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding on all of its accounts from time to time.

18. Title to Goods

- (i) Notwithstanding anything to the contrary express or implied, the parties agree that:
 - (a) property in the goods shall remain with Dex and shall not pass to the Customer until Dex has received payment in full for the goods and services supplied, and the Customer has discharged in full all of its accounts with Dex; and
 - (b) the Customer is a bailee of the goods until such time as property in them passes to the Customer.
- (ii) If payment is made by the Customer by way of cheque ownership shall not pass to the Customer until the cheque has been honoured.
- (iii) whilst the goods remain the property of Dex, the Customer agrees with Dex that:
 - (a) it has no right or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation that Dex owes to it;
 - (b) the Customer cannot claim any lien over the goods;
 - (c) the Customer will not create any absolute or defeasible interest in the goods in relation to any third party except as may be authorised by Dex; and
 - (d) where it is in actual or constructive possession of the goods:
- (iv) the Customer
 - (a) will not deliver them or any document of title to the goods to any person except as authorised by Dex in writing; and
 - (b) it is in possession of the goods as a bailee of those goods and owes Dex the duties and liabilities of a bailee.
- (vi) Despite anything to the contrary in these Terms and Conditions, risk in the goods shall pass to the Customer upon delivery.