

INTRODUCTION

§ 1

1. General Trade Conditions for Disc Duplication Service (referred hereinafter as „GTC for Duplication) describe the terms and procedures for order implementation or contract for cooperation concerning the disc Duplication service (with printing option). In the event of contradiction between these conditions and other provisions between parties, the draft contracts of Buyer the binding provisions are general GTC, GTC for Duplication, unless the sides clearly rejected particular provisions.

2. The terms used in the GTC for Duplication describe:

- „GM Records” - a subject that provides the services for a Buyer for optical disc Duplication and that provides the Sales or Other Services.
- „Buyer” - a subject who is commissioning to GM Records optical disc Duplication service and buys products from GM Records or Other Services.
- „Disc” - CD-R or DVD-R disc that is not a GM Records product and that is a storage media for data commissioned by Buyer for Duplication.
- „Other Services” - services of other type than optical discs Duplication, in particular authoring (a process for designing, formatting, reception and encoding audio-video files), confection (a process based on completing all elements to the finished product according to the principles given by the Buyer, this is: placing at the package printed attachments, storage media, sticking the packages with etiquettes, holograms, placing in foil etc.)
- „Master” - a disc or disc image with checksum that is a sample for Duplication Service execution.

ORDERS AND IMPLEMENTATION OF DISC DUPLICATION SERVICE WITH PRINTING OPTION

§ 2

1. GM Records undertakes to execute the Duplication service described at the order or contract for cooperation for Discs and the Buyer undertakes to receive the Discs at the specified date and to pay a price for service in defined amount for Discs that was binding at the day of order placement and described in the order or described at the contract for cooperation. GM Records executes the Duplication Service in the amount of 50 to 350 pieces of Discs. In the event of on-disc printing option the minimum amount is 50 pieces. In the event of execution of other amounts, such situation demands contact with Sales Department or GM Records Customer Service Department. Maximum amount of copied Discs in such way is 350 pieces.

2. Detailed description of subject for a contract will be given at order placed by Buyer or defined in the contract for cooperation settled by both parties. Order may be placed in written form, posted by fax, mailed at address or number given by GM Records. Sample for order is given at GM Records website. Order may consider orders for Other Services execution, in particular printing the discs copied, authoring or confection.

3. Execution of Duplication Service is done basing at the order placed by the Buyer within max. 10 business days with previous verification of data. The Duplication Service comprises of making

particular amount of CD-R or DVD-R copies with optional printing. Contract for Cooperation may contain other terms for order execution. In the event of packaging or other services not connected with Duplication and on-disc printing the separate deadline for such service execution will be given. Details for execution of other services are described at General Trade Conditions.

4. At the process of Disc Duplication Service the tolerance for defective products from disc coping/printing order execution is included. Such tolerance accounts up to 10% of ordered goods. This is, when a customer orders 100 pieces of a product, he may receive 90 pieces. This is connected with defects of Discs during the Duplication and printing process. Discrepancies in the amount not exceeding the given tolerance will not be a base for Duplication Service Claim with optional on-disc printing. When a customer not accepts the above given principle we recommend to increase manifold the material given for Duplication and this is a firm and secure way of Buyer's order execution.

5. Optional process for on-disc printing concerns duplicating the material given by a Buyer or execution on demand designed by GM Records (additional service) pattern and screen printing at CD-R Disc only and screen printing or Offset printing at DVD-R discs.

In the event of disc screen printing the number of colors is 5 (five). In the event of Offset printing (DVD-R only) there are available:

- appla (white bottom layer)
- cmyk;

Additionally and optionally (with additional payment) we offer:

- panton color;
- lacquering (gloss or mat)

6. The discs doubled during the Duplication process are verified by Duplicator option (Verification and comparison) in the amount of 5% of order. On Buyer's demand, optional, and after the agreement of both parties there is a possibility of verification/comparison of bigger amount of discs. In the event of Disc Duplication Execution with optional printing we recommend the test of delivered master by GM Records Quality Control Department. Such Service is additionally paid method for verification and requires further provision of both parties. Within 14 days after the execution of Disc Duplication Order, the materials delivered and stored that are necessary for Duplication process will be erased.

7. In the event of Duplication the CD-Audio there is no possibility for placing CD-Text or ISRC codes.

MATERIALS FOR PRODUCTION

§ 3

1. The Buyer is obliged to deliver at GM Records headquarters the master disc and other materials that are necessary for execution of Products or Other Services (Materials), in particular Materials mentioned at order, provided strictly according to the GM Records technical specification that is available at GM Records website and at www.gmrecords.pl address or given to Buyer in other way.

2. Materials delivered by Buyer and not used during the production process will be erased within 14 days after the order execution or contract for cooperation execution, unless the Buyer stipulated it in other way. Such decision of Buyer requires written information before the order execution.

3. In the event of giving the disc image by Buyer a checksum must be generated that verifies the correctness of material delivered.

CLAIMS

§ 4

1. In the event of CD-R or DVD-R Discs there is no possibility for binary verification of master with Discs copied. During the order execution each disc is verified by Duplicators according to the correctness with data contained at Master disc delivered by Buyer. Discrepancies arising from Duplication process cannot be a subject for claim.
2. If the same defects at Products are found also at the Materials delivered to GM Records or such defects are an effect of faulty preparation of Materials by Buyer, the whole responsibility for such defects will be taken by Buyer and he is obliged to pay the whole amount. GM Records is responsible only for the correctness of Products with the Master delivered.
3. The Discs used during Duplication process are not GM Records product and despite the concerns for application arising from technological discrepancies between particular batches it may not be the subject of claim.
4. During the Duplication process there is no possibility for achievement the recurrence of Discs copied in such way. Such claims will not be accepted according to technological aspects of process. In order to achieve the best quality for product we recommend providing the particular disc amount by print method applied.
5. Claims for not playing discs at devices without possibilities for it will not be accepted. The details for Discs, that are available for opening at particular device are given at the user's manual for particular device.
6. The Buyer is obliged to notice failures within 5 days from the date of its founding in written form, not later than within 14 days for the delivery date, under the condition of warranty cease, or wrongful execution of order.

END PROVISIONS

§ 5

1. General Trade Conditions contain particular conditions for cooperation between the Buyer and GM Records. These General Trade Conditions for Disc Duplication Service with Printing Option give precise details for disc Duplication/printing service only.

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