

## **Cascade Record Pressing: Terms and Conditions**

Cascade Record Pressing requires all customers to agree to the following terms of sales. These terms & conditions are binding for the customer and affiliated Customer ID# of each shipment/order, invoice, and related document provided by Cascade. Irrespective of the customer's signature, electronic acceptance of this form and/or any payment/deposit made to Cascade confirms full agreement and consent to these terms & conditions.

### **Customer ID (CP #) / Matrix #**

You will be furnished with a "CP#" which confirms your order once it's been received. All parts and materials associated with an order will be cataloged and tracked by its CP#. You must have this number when contacting Cascade regarding your project. We reserve the right to refuse to discuss customer accounts without reference to this number.

### **Copyright Compliance**

Cascade must ensure that all customers involved have secured the right to use and duplicate sound recordings, graphic images, and any other intellectual property related to a project. The customer hereby grants and authorizes Cascade to the right to use all aforementioned intellectual property in fulfillment of the customer's order. Further, the customer indemnifies and holds Cascade harmless against any and all claims, suits, liabilities and/or costs incurred as a result of infringement of copyright or claim for royalties related to the customer's order and/or supplied intellectual property.

Orders submitted to Cascade are audio tested and reviewed. If we ID your source material contains samples of any kind you may be asked to 1) provide your Master and Mechanical licenses and/or permissions authorizing use of the material from the artist OR 2) edit out the sample OR 3) your order will be rejected. If the order is rejected, you will be billed for a cancellation fee plus any charges incurred to the point of audio testing.

Compilation / Split Records: If your record features more than one artist, you may be required to verify permission for release. Copies of all relevant licenses, agreements and other documentation related to use of intellectual property should be emailed to: [sales@cascaderecordpressing.com](mailto:sales@cascaderecordpressing.com). Customers should reference the order's CP # / Matrix # when forwarding these materials.

### **Deposit and Payment Information**

An order will not be processed by Cascade until receipt of a completed order form and the 50% deposit has been paid in full. Only U.S. funds are accepted. Cascade prefers payment via ACH/Wire or major credit cards, but will also accept checks. Payment of remaining balance is due upon completion of the order. The order will not be released until the invoiced balance is paid in full. Shipping charges will be reflected in the final invoice balance. If certified funds are not submitted, we allow up to 10 business days for payment to clear before processing an order. Returned payments will incur a \$35 charge to cover banking fees.

### **Balance of Payment**

The balance of payment for your order is due when your order has been fulfilled and prior to ship out

or pick up of your completed project. Please see above for payment options.

**Please Note:** It is industry standard to prepare for a 10% overage or underage on the final piece count of an order. For example, a 500 piece order will have a final piece count between 450-550 units. Customers will only be billed for units received.

### **Canceling an Order**

In the event that your order is canceled for any reason, you will be charged a cancellation fee of \$50. In addition you will be responsible for the cost of any deliverables related to the order produced to that point and all shipping expenses related to the return of the aforementioned materials.

### **Non-payment**

Invoices outstanding beyond 14 days without terms are subject to \$10 per day fee for full pallet and \$5 per day fee for ½ pallet. The customer agrees to pay all costs of collection incurred by Cascade. In the event of nonpayment of an invoice in excess of 90 days, the customer's product may be sold by Cascade without sharing profits with the customer or discarded without notification to the customer.

### **Turnaround Times**

Please contact Cascade regarding current turnaround times prior to placing your order. Cascade cannot be held accountable for order delays related to third party vendors. Orders will not be scheduled for production until all project parts have arrived in our warehouse. We will do our best to adhere to reasonable time frames for production of your record, however there are many factors beyond our control and we cannot guarantee turn times. Please discuss delivery expectations with your project manager prior to placing an order and confirm manufacturing shipping timelines with Cascade after your deposit is remitted.

### **Test Pressings**

Test pressings are sample copies of records produced for the customer to evaluate prior to the project's production run. They offer an opportunity to the plant to confirm that stampers are performing properly, and for the customer to ensure that the program material has been mastered accurately and that production can move forward. Test pressing evaluation is a mandatory step in record pressing, and no order can proceed without test pressing approval.

Cascade test pressings arrive in a generic record sleeve, with Cascade company test labels. The standard number of test pressings issued to the customer is 5 copies per job. Additional units may be ordered at \$6 per copy. Orders for additional test copies **MUST** be placed prior to scheduled test pressings, and repeat press installation and removal places stampers at a greater risk of damage and premature failure.

### **Colored Vinyl**

Due to vinyl compound chemical compositions, some colored vinyl may have a slightly higher noise floor than black vinyl, please discuss this with your project manager prior to placing a stock or custom color order. Additionally, due to manufacturing conditions, please expect that some records in your final production run may have trace colors of faint hues from vinyl material left in the machine from a

prior run. This is a normal part of the record making process. Please let your project manager know if you want a 100% pure stock color (additional charges will apply). Alternatively, if you do not mind “transition colors” please let your project manager know and there may be discounts for the set up charges

## **Represses**

All repress orders follow the same ordering conditions as new orders. A 50% deposit is required before processing. If parts are remaining from your previous order (jackets, labels, inserts, etc.) we will use those. In the event that all parts were utilized, necessary parts and materials will be ordered and reflected on your final invoice.

## **Labels**

- The stamper matrix numbers and the label number must match. Each must be marked either side A and B or side 1 and 2. If stampers and labels are not marked properly, Cascade will not be responsible for misplaced labels.
- All labels are heat treated to eliminate excess moisture and to prevent bubbling. As a result some color change can occur. This is most prominent with PMS colors.
- We recommend using center labels on both sides of every record pressed. Cascade is not responsible for issues that may result from customer’s decisions not to use center labels.
- Cascade will store any leftover center labels on completed jobs for a 90 day period, unless otherwise instructed by the customer. After 90 days, labels will be destroyed.

## **Shipping / Freight**

Title and risk of loss of goods shipped shifts to customer and carrier upon shipment arranged by Cascade. All shipping costs are borne by the customer. It’s highly recommended that the customer carry some form of insurance that will cover loss/damage of goods in transit as Cascade does not add any insurance without instructions to do so. You are responsible for providing your own insurance coverage, Cascade’s policy does not provide protection for client’s parts or music in our possession.

At the time of your order, please be sure to include shipping instructions for your final product: delivered to Commercial or Residential, delivery hours, location, loading dock accommodations, ability to receive a pallet, other special delivery considerations. We generally use UPS, USPS, and a regional courier. Please tell your project manager if you’d like to arrange an alternate Freight or Shipping option after your order is confirmed and provide the above information.

Please prearrange instructions for your excess project parts (labels, jackets, stickers, etc.) prior to your record’s scheduled press date. Excess project parts may be automatically shipped with your order unless otherwise specified to your project manager. If you’d prefer for Cascade to store parts please email us as soon as possible after placing your order(s). We are not responsible for inactive components related to an order in excess of six months.

Cascade will ship to three destinations with each order. For each additional destination Cascade will charge a processing fee of \$100. Cascade does not arrange shipping internationally or cover tariffs. Arrangements for international shipping are the customers sole responsibility. Cascade is in no way liable for any charges, fines, or damages that may occur related to international shipping.

## **Returns**

- No Merchandise may be returned to Cascade without authorization from your project manager.
- If there is a problem with your order Cascade requires you send 10 records so we can get a fair sample of your run of records. Returns must include your customer number and be shipped via ground service (i.e. USPS Media Mail, UPS Ground etc.) to be eligible for a credit or reimbursement of your return shipping costs.
- Return shipping costs via ground service can be credited or reimbursed only with a copy of your receipt from the shipping company. Cascade will NOT credit or reimburse shipping costs of returns made by airmail or similar express services.
- No product will be replaced or credit given after 30 days of the clients receipt of their product.
- Cascade provides no expressed or implied warranties, guarantees, or rebates.

## **Completed Product**

Cascade is not able to offer warehousing services on production orders. We expect our customers to be prepared to pay for orders upon completion, and to have any instructions or other arrangements related to shipping prepared well in advance. Please communicate with your project manager all the details related to any shipping for your order. Any product left at Cascade for more than two weeks after final invoicing will be subject to a daily storage charge. Daily storage rates are: Full pallet: \$10 per day & ½ pallet: \$5 per day. Cascade is not liable for any loss or damages that may occur related to the prolonged storage of completed orders at our facility.

## **Leftover/Remaining Job Materials**

Please prearrange with your project manager if you would like to pick up your extra job materials, if you would like it shipped to you, or if you would like us to recycle it. Shipping of extra job materials will be billed to the customer. There is no additional charge for recycling. Any print left at Cascade for more than two weeks after final invoicing will be subject to a daily storage charge. Daily storage rates are: Full pallet: \$10 per day & ½ pallet: \$5 per day.

If you'd prefer Cascade to store these materials, please contact your project manager as soon as possible after placing your order(s) to inquire about pricing. Cascade is not liable for any loss or damages that may occur related to the storage of unclaimed print at our facility.

## **Archiving/Samples**

Cascade Record Pressing reserves the right to retain copies of vinyl records, print products, or other customer order materials at no cost to the customer for the purpose of providing samples and archiving.

**\*\*\*Prices are subject to change without notice\*\*\***

*These terms & conditions shall be governed by the State of Oregon. Customer agrees to the jurisdiction of the State of Oregon for any action and resolution of any disputes.*

*By approving provided estimate and paying deposit, I (we) certify that I am (we are) authorized in my (our) capacity to bind my (our) firm for any and all credit privileges that Cascade Record Pressing advances to me (us) as well as to these Terms & Conditions. I (we) agree that all accounts of money*

*due to Cascade Record Pressing is due and payable in accordance with these Terms & Conditions. I (we) hereby expressly agree and understand that our action of typing our names in the order form and clicking "I accept" shall constitute our legal and binding acceptance of all terms and provisions hereof. I (we) hereby agree that the terms and conditions hereon will apply and be binding for each and every order I (we) submit. This is a legally binding agreement and will remain binding until revoked in writing signed by both parties.*