

NOVA DISC POLICIES

PRINTING

Consistent with industry standards, quantities delivered are not exact and may be 10% over or under purchase order quantities unless otherwise agreed upon in writing. You will be billed for actual quantity shipped. All our cd/cassette/dvd inserts and posters/postcards are produced in industry standard "Gang Run" format. Limitations of this process can result in slight color variations. Every effort is made to produce reasonable representation based on your supplied materials, but we do not guarantee exact color matching unless you order a custom job. Any films or printed materials you supply to us must meet our specifications.

TERMS

Unless otherwise established with customer in advance of placing the order and fully approved by Nova Disc, all orders require a 75% deposit with order. Balance due prior to shipment. If final payment is made by check, product can not be released until check has cleared. 2% late payment charge per month. All fees and costs in connection with collection of over due payments are customers responsibility.

RETURNED CHECKS

A charge of \$35.00 will be applied to your invoice or balance.

DELINQUENT ACCOUNTS

If your account becomes delinquent all orders will be placed on hold until payment in full is received. Delinquent accounts are reviewed and credit privileges may be decreased or revoked from those who repeatedly extend their payment beyond our terms. We reserve the right to accept or deny credit.

CANCELLATIONS

Canceled orders will be billed for all work done and materials used up to time of cancellation.

RETURNS/ERRORS

We stand behind our products and will replace them if we are in error. Samples of the product in question must be submitted to us prior to any decision. We will not be responsible for consequential damages as the result of our error. Our liability is specifically limited to the value of the product manufactured. We reserve the right to request the product be returned to us for inspection or correction.

PRIVACY POLICY

Introduction

NOVA DISC respects each individual's right to personal privacy. We will collect and use information through our Web site only in the ways disclosed in this statement. This statement applies solely to information collected at NOVA DISC's Web site.

Part I. Information Collection:

NOVA DISC collects information through our Web site at several points. We collect the following information about primary visitors when you fill out a form: Name, contact information. NOVA DISC does not actively market to children, and we never knowingly ask a child under 13 to divulge personal information. We collect the following general data that is not personally identifiable information such as where you saw our ad for ad tracking purposes only. We collect this general data information through clickstream tracking, automatic logging files, and so on. We do employ cookies. A cookie is a small text file that our Web server places on a user's computer hard drive to be a unique identifier. Cookies enable NOVA DISC to track usage patterns and deliver customized content to users. Our cookies do not have an expiration date. Our cookies do not collect personally identifiable information.

Part II. Information Usage:

The information collected by NOVA DISC will be used to communicate with you on the quotes or reports you have requested. Users who provide information may receive future email announcements from us about products, services, special deals, and a newsletter. Out of respect for the privacy of our users we present the option to not receive these types of communications. The information we collect will not be used to create customer profiles based on browsing or purchasing history. We will not supplement information collected at our Web site with data from other sources. We will not share data with third parties. We offer links to other Web sites. Please note: When you click on links to other Web sites, we encourage you to read their privacy policies. Their standards may differ from ours. If our policy on information collection or uses changes, will advise you by email.

Part III. Access to Information:

Users may delete their information from our database by contacting us at info@novadisc.net

Part IV. Problem Resolution:

If problems arise, users may contact NOVA DISC by email. We are committed to resolving disputes within a reasonable time period.

Part V. Data Storage and Security:

NOVA DISC will not sell your information to anyone. Privacy Guaranteed.

SHIPPING

All shipments will be via the most efficient method depending upon size of order. Please supply street address rather than PO Box.

MATERIALS

NOVA DISC is not responsible for lost/damaged media, pictures or other related items. Please make back-up copies before submission.

DELIVERY TIMES

Unless otherwise confirmed in writing by NOVA DISC, delivery times are estimates, and not definite.

QUOTATIONS

Special quotations are valid for 30 days. We do reserve the right to alter telephone quotes if the item is different when we see it. All prices are quoted subject to purchaser assuming all taxes and charges of any nature imposed by any local, state or federal governmental authority, which shall become payable by reason of the sale or delivery of all products.

INTELLECTUAL PROPERTY RIGHTS PROTECTION FOR MEDIA REPLICATION

1) Customer represents, warrants, and agrees that:

-Each master recording provided to NOVA DISC under this license shall be free of all liens and encumbrances.

-Customer is the owner or holder of all rights in respect of the master recordings and related materials submitted for replication/duplication. Nothing contained on the master recordings, or in any related materials or artwork provided to NOVA DISC, shall violate any proprietary rights of any person, including without limitation, trademarks or copyright.

-The customer is solely responsible for all monies payable to or on behalf of all parties rendering any services in connection with the master recordings.

-NOVA DISC shall be subject to no cost, fees, royalties for or in connection with the manufacturing of any product from the master recording, including, but not limited to the payment of mechanical royalty or publishing royalties.

-Customer will assume full responsibility in the event any product manufactured hereunder is claimed to be associated with or found to be associated with any act of crime, violence, or unlawful act.

2) Customer agrees to, and does hereby indemnify, save and hold NOVA DISC (including court costs and reasonable attorney's fees) arising out of, connected with or as a result of NOVA DISC's manufacturing of any product from the master recordings, or any claim of copyright infringement which may result. In addition to any other rights and remedies NOVA DISC may have by reason of its manufacturing of any product from master recordings, customer shall reimburse NOVA DISC, on demand, for any payment made by NOVA DISC with respect to any loss, damage or liability resulting therefrom.

3) As part of NOVA DISC's due diligence efforts in satisfaction of RIAA anti-piracy rules, all CDs/DVDs will be auditioned and all graphics materials screened in the context of possible illegal manufacturing (piracy, bootlegging, counterfeiting). Orders of a suspicious nature will require additional detailed licensing documentation. If order is subsequently cancelled, mastering and handling charges will be levied.