

STANDARD TERMS AND CONDITIONS OF SALE

A: Authorization of work: Repmedia will Perform work or provide services with respect to any related master material ("Duplication Material"), related packaging material ("Package Material") and/or films, screens or other related labeling material ("Labeling Material"), only upon receipt at its offices of a purchase order or written authorization Relating to such work or services signed by the Owner of such Duplication Material or his duly authorized representatives. Repmedia reserves the right to Produce and bill for production overruns up to ten percent over the Customer's Order for Product. Repmedia will consider all The Customer orders complete for Shipments of ninety (90) percent or more of total quantity ordered.

B: License of Master Recordings and Materials: The Customer hereby grants to Repmedia and Repmedia hereby accepts from The Customer, a non-exclusive license to manufacture the product from the Master Recording(s) identified on this order And to use any related photographs, biographical material, label data, or album Cover artwork, or any other materials provided to Repmedia hereunder by the Customer, for that purpose.

C: Pricing and shipping terms: Prices are FOB from plant and are subject to Change without notice. Shipment is by regular ground service unless otherwise Specified by The Customer. Repmedia is not responsible for loss or damage once any Product has left the manufacturing plant or our premises.

D: Terms of payment: All amounts are due according to the payment terms stated, Which may include the provision of a Letter of Credit in form and substance Satisfactory to Repmedia. Repmedia reserves the right, among other remedies, either to terminate this Agreement or to suspend further deliveries upon failure of The Customer to make any payment as herein provided. Should any amount remain Outstanding after its due date, interest shall run on said amount from the Initial billing date at the rate of one and one-half percent per month (18% Annum) and shall accrue daily. Notwithstanding the foregoing, Repmedia may, at its sole discretion, require part or full payment in advance for any work or Services to be performed, or may require such security or guarantee of payments As it may in its discretion see fit. In addition to the foregoing, The Customer Shall pay any or all costs, fees, charges or expenses of every nature (expressly Including reasonable legal fees) incurred by Repmedia in recovering any amounts Owed to it by The Customer. In addition to the purchase price, The Customer Shall pay Repmedia the amount of all governmental taxes, excises and/or other Charges (except taxes on or measured by net income) that Repmedia may be required to pay with respect to the production, sale and transportation of any Duplication Material, Packaging Material, Labeling Material or Product delivered Hereunder, except where the law otherwise provides.

E: Repmedia's warranty of product: The following warranty is the sole warranty Given by Repmedia to The Customer in respect of the work or services to be Performed or provided by Repmedia and excludes the application of any other Warranty or guarantee of any nature whatsoever, whether legal, conventional or Customary. Repmedia warrants that material produced and delivered by Repmedia Hereunder meets Repmedia's standard specifications for the material or such other specifications as have been expressly made a part of this Agreement and that such material is adequately contained, packaged and labeled. If any compact disc or other material produced by Repmedia (" Product") from or through the use of Duplication

Material, Packaging Material or Labeling Material is found to be Defective in quality, or is shipped or labeled in error, Repmedia will replace or repair such defective Product and/or correct such error in shipment or labeling at its own expense, on the condition that: a) written notice of such defect or error is received by Repmedia at its office within ten days after its arrival at destination; and b) the defect or error did not result from a defect or error in the Duplication Material, Packaging Material and/or Labeling Material supplied By or on behalf of The Customer. If said notice is not received by Repmedia within the delay indicated above, Repmedia will be deemed to be released from any and all liability. The Customer shall return any defective Product to Repmedia should Repmedia so request. Repmedia's liability for breach of warranty hereunder is limited solely to the replacement or the repairs, as the case may be, of defective Product that shall be returned to Repmedia's office or to any licensed dealer of Repmedia for such purpose as required. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, OR IMPLIED) INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. G: Delivery Times: Unless otherwise stated on this order, and agreed upon in Writing, delivery times are estimates. H: All duplication material, packaging material and labeling material: REPEDIA will return all Duplication Material, Packaging Material and Labeling Material I: Termination: Customer orders for products not yet manufactured by Repmedia Maybe terminated by either party upon 30 days written notice. The Customer will Be responsible for all costs incurred by The Company related to Pre-manufacturing or manufacturing of any product, prior to receipt of notice of Termination. After such termination, The Customers' original materials and any Completed product may be delivered to The Customer only after all sums owing to Repmedia have been paid in full by cash or certified check. J: Limitation of liability: Any or all work performed by Repmedia for the benefit of The Customer is performed at the sole risk of The Customer. Except as Expressly set forth above, Repmedia does not in any way warrant or guarantee and Is in no way responsible for the quality of service provided by Repmedia, the Results of any work or services provided by Repmedia or any delays in providing Such services or any damages or loss of any kind (including loss, destruction, Or partial or full deterioration of Duplication Material, Packaging Material or Labeling Material) due to any cause whatsoever, including, without limiting the Generality of the foregoing damages due to: the method of work employed by Repmedia; the quality of services provided by Repmedia; negligence or error by Repmedia or by any of its employees; faulty maintenance, defective machinery or Faulty equipment, notwithstanding the fact that Repmedia is or should be aware of any of the foregoing; and fire, theft, vandalism or any fortuitous event or Force majeure or other event outside the control of Repmedia. Moreover, Repmedia is not responsible for any loss of revenue or profit or other financial damages of any kind whatsoever, whether direct or indirect, suffered by The Customer for any reason referred to above. The Customer shall indemnify and hold Repmedia harmless from and against any damage, loss, liability or expense claimed by a Third parties arising from any cause whatsoever, including negligence on the part Of Repmedia. Repmedia shall not be liable under any circumstance for consequential or incidental damages or

lost profits.K: Representations and warranties of customer: The Customer represents and warrants, throughout any period of time in which services of Repmedia are Required, that it is the sole owner of any Duplication Material, Packaging Material or Labeling Material remitted to Repmedia or that it has the right and Authority to reproduce said Duplication Material, Packaging Material or Labeling Material. The Customer further represents and warrants that any work performed On said Duplication Material, Packaging Material or Labeling Material by Repmedia will not constitute a breach of ownership rights or an infringement of any patent, trade or service mark or copyright of any third party, wherever located. The Customer shall remit to Repmedia written evidence of its rights in accordance with the requirements of all applicable law. The Customer shall indemnify and hold Repmedia harmless from and against any damage, loss, claim, liability or expense arising out of any breach of the above-stated representations and warranties.L: Security: As security for any and all amounts owing by The Customer to Repmedia, The Customer shall be deemed to have pledged to Repmedia all Duplication Material, Packaging Material, Labeling Material and Product ("Pledged Property"), whether or not said amounts are related to work or services performed with respect to the Pledged Property. In the event of default of payment in accordance with the terms of paragraph D: Repmedia shall be entitled to retain the Pledged Property until paid in full and shall be entitled to exercise its rights in the Pledged Property as a holder of a security interest under the Uniform Commercial Code or any other applicable law.M: Credit approval: Shipments, deliveries and performance of work shall at all Times are subject to the approval of Repmedia's credit department. The Seller may At any time decline to make any shipment or delivery or perform any work Except upon receipt of payment or upon terms and conditions satisfactory to such Department.N: Force majeure: Neither party shall be liable for its failure to perform Hereunder due to any contingency beyond its reasonable control, including, Without limitation, delays by subcontractors or suppliers. The party whose Performance is prevented by such contingency shall have the right to omit during The period of such contingency all or any portion of the quantity deliverable During such period, where upon the total quantity deliverable under this Agreement shall be reduced by the quantity so omitted. If, due to any such Occurrence, Repmedia is unable to supply the total demands for any Product for any Product specified in this agreement, Repmedia shall have the right to allocate its available supply among its Customers in a fair and equitable manner. In no event shall Repmedia be obligated to purchase material from others in order to enable it to deliver Product to the Customer.O: Miscellaneous: These Standard Terms and Conditions of Sale and Orders may Not be modified orally, no waiver, amendment or modification shall be binding or Effective unless in writing and signed by the part to be bound.May 2005.