



TERMS & CONDITIONS

February 2007

Acceptance. These terms and conditions constitute a portion of the contract between PureFocus Mastering ("PureFocus") and Client.

Rates; Additional Charges; Taxes. All rates are subject to change without notice. In addition, PureFocus reserves the right to bill Client for additional charges incurred for any reason or cause that is the fault of Client or otherwise beyond PureFocus's control. Any and all sales, use or other applicable taxes are the sole responsibility of and shall be borne by Client. All such taxes will be charged to Client in addition to the prices contained in the Client's quotation and shall be due and payable within ten (10) days from the date of the invoice thereof.

Terms of Payment. If Client defaults in payment of any invoice at due date, or in the event of any proceeding in bankruptcy or insolvency by or against Client, PureFocus, in addition to any right it has, shall have the right: (a) to suspend or discontinue work until it has received payment in full for work performed; (b) to require cash in advance to cover further work; (c) to collect late charges of 1 1/2% per month from due date; and/or (d) to recover all costs of collection, including reasonable attorney's fees. In the event credit or financial ability of Client becomes impaired or unsatisfactory in the sole reasonable judgment of PureFocus, PureFocus shall have the right at any time thereafter to change the credit terms with respect to any further work.

Approvals. A partial MP3 or WAV file will be submitted to Client for approval. If requested, one round of alterations will be completed at no charge to Client. Any further alterations will be billed at a rate listed in the Client's quotation.

Delays, Contingencies and Limitation on Liabilities. Production and delivery schedules are approximate only unless specifically guaranteed in writing by PureFocus. In any event all such schedules are subject to and shall be extended for delays (a) caused by Client, including without limitation, failure of Client to timely furnish materials in satisfactory condition for use by PureFocus, failure of Client to promptly approve the test MP3/WAV, or any other breach of this agreement by Client (collectively, "Client actions"), or (b) resulting from any cause beyond the control of PureFocus ("force majeure").

PUREFOCUS SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, DIRECT, INDIRECT OR OTHERWISE, RESULTING FROM ANY DELAY OR FAILURE RESULTING FROM CLIENT ACTIONS OR INACTIONS OR FORCE MAJEURE.

Claims. Receipt of any work delivered hereunder shall be an unqualified acceptance of, and a waiver of any and all claims with respect to, such work unless Client gives PureFocus notice with details of alleged claim in writing and/or return of rejected production parts within five (5) days after receipt. However, with respect to alleged defects not discoverable upon reasonable inspection upon receipt, claim or return may be made within ten (10) days after Client discovers or should have discovered such defect; provided, that in any event, said claim must be made in writing within thirty (30) days of tender of delivery of the work in question. Any action by Client for breach of this agreement must be commenced not later than one (1) year after the cause of action occurs.

Engineer's EQ and other Equipment Settings. Engineer's EQ and other equipment settings are and will remain the property of PureFocus and will not be released.

FTP Site. Upon request from Client, Client materials may be made accessible to Client on PureFocus's password protected FTP site. Client agrees to adhere to all PureFocus FTP site policies as the same may be provided to Client from time to time. PureFocus is not responsible for any unauthorized use or access to said site or materials.

Final Written Expression of Agreement. This writing, including attachments hereto and written amendments incorporated herein by reference is intended by PureFocus and by Client as the final expression of this agreement and is intended also as a complete and exclusive statement of the terms and conditions of this agreement. If any term or condition of this Agreement is held invalid, the remaining terms and conditions shall continue in full force and effect.