

### **1. CHARGES AND RATES:**

Charges for all FACILITIES, EQUIPMENT, MATERIALS, AND SERVICES provided by DupeShop, LLC shall be in accordance with DupeShop, LLC price list unless otherwise agreed in writing. DupeShop, LLC prices are subject to change without notice. DupeShop, LLC reserves the right to include in its price list and invoices a markup on any cost of rentals, materials, and services obtained on behalf of a Client.

### **1. TERMS OF PAYMENT:**

All work is accepted on a C.O.D. basis unless credit is arranged in advance. If credit has been arranged, client agrees to pay all charges for facilities, equipment, materials, and labor within approved terms after an invoice is rendered. Client agrees to pay a late payment charge of 1 ½ % per month of all sums, which are not paid when due. Client agrees to pay DupeShop, LLC all costs of collection, including attorney's fees, in the event it becomes necessary to effect collection of any sums due to DupeShop, LLC from Client, whether or not a lawsuit is filed.

### **2. ADJUSTMENT CLAIMS:**

All facilities, equipment, materials, and services judged defective by Client must be returned to DupeShop, LLC at Client's sole expense within 7 days of the date of the invoice. If no claim is made within that period, the quantities delivered and amounts due shown on the invoice shall be final and conclusive.

### **3. OWNERSHIP:**

The term "materials" as used herein shall include, without limitation, all videotapes, discs, artwork, audiotapes, or other tapes, whether master tapes or duplicates, and all other film, whether negatives or positives, originals or intermediates, prints or separations, and all sound tracks. Client warrants that it is the sole owner and or has the right to possession and use of all materials delivered to DupeShop, LLC by Client for Client's account for storage, developing, printing, dubbing, transferring, or processing of any kind; that Client is now and at all times during the term of this Agreement will be the sole owner and or sole proprietor of all rights to possession and use of the materials, including without limitation, the copyright therein, the music, television, motion picture, literary, paperback, book, and dramatic rights. As long as Client is indebted to DupeShop, LLC or any materials of Client are in the custody or possession of DupeShop, LLC Client agrees not to pledge, hypothecate, assign, or otherwise encumber said materials or rights without the prior written consent to DupeShop, LLC. No processing, dubbing, or other work, which is to be billed to a third party, will be accepted by DupeShop, LLC without prior written instructions from Client and prior written authorization from said third party. Client shall indemnify and hold DupeShop, LLC harmless from all liability arising out of or in connection with the publication, processing, use distribution, contents, or exhibition of materials delivered by DupeShop, LLC including without limitation any liability for libel, slander, defamation, invasion of privacy, or infringement of patent, copyright, trademark, or other proprietary right. Client further agrees to bear all attorney's fees and costs incurred in the defense of DupeShop, LLC by counsel selected by DupeShop, LLC from any action or proceedings arising from such liability.

### **4. LIEN AND SECURITY INTEREST:**

DupeShop, LLC shall have a lien on and Client grants. DupeShop, LLC a security interest in all materials either provided by or ordered by Client [including Client's master tape(s)] Until the balance of any Client account due DupeShop, LLC is paid in full. In addition, Client grants DupeShop, LLC the right to make and sell copies from Client's master tape(s) and to convert to cash upon giving the notice required by law all materials in DupeShop, LLC possession if charges remain unpaid for 90 days.

### **5. PRICE QUOTATIONS:**

All written quotation of prices provided by DupeShop, LLC shall be valid for 90 days from date of submission by DupeShop, LLC to Client. Verbal quotations are provided as a convenience and shall not imply a binding contract.

**6. TAXES:**

Client shall pay any taxes levied on or associated with the services provided in accordance with this Agreement, including without limitation any local, state, federal, or other government charges for sales, manufacturing, excise and like taxes.

**7. DUPESHOP, LLC. LIABILITY:**

Because DupeShop, LLC prices are not proportionate to the value of the materials (such as masters) delivered to it, Client's masters are received, processed, and stored by DupeShop, LLC solely at Client's risk, and DupeShop, LLC shall not be liable or responsible for loss, damage, or destruction of such masters. CLIENT SHALL RETAIN DUPLICATE

COPIES OF ALL MASTERS AND SHALL INSURE ALL MASTERS DELIVERED TO OR DEPOSITED WITH DUPESHOP, LLC AGAINST ALL RISKS OF LOSS, DAMAGE, OR DESTRUCTION. In no event shall DupeShop, LLC be liable for the loss or damage of any materials or tape delivered to it by or for the account of Client for any amount in excess of the replacement value of the raw stock of the material delivered to DupeShop, LLC. In the event that any mechanical breakdown or failures should result in unsatisfactory completion of the work, at the sole determination of DupeShop, LLC exclusive obligation and liability to Client shall be the provision of the same work without additional charge. DupeShop, LLC expressly disclaims any implied warranty of merchantability or fitness for a particular purpose with respect to any services rendered in connection with this Agreement. In no event shall DupeShop, LLC be liable for any consequential damage.

**8. CLIENT INDEMNIFICATION:**

Client expressly represents and warrants that the videotape, or other materials delivered to DupeShop, LLC do not in any way defame or violate or infringe any copyright, civil right of privacy, or any other right of any person, firm or corporation. Client further expressly warrants that the videotape, or other materials delivered to DupeShop, LLC are not obscene or otherwise violative of state or federal statutes. DupeShop, LLC shall not and shall be under no obligation to inspect any materials delivered to it by Client nor make any inquires regarding the legality of same and DupeShop, LLC shall be entitled to rely on all representations and warranties made by Client agrees to indemnify DupeShop, LLC is directors, officers, employees, and agents against and hold each of them harmless from any and all claims, damages, costs, and expenses of any nature, including attorney's fees and costs, incurred by DupeShop, LLC by reason of any breach or alleged breach of any representation, warranty, or agreement herein made by Client. Client shall indemnify and hold harmless DupeShop, LLC from all claims, liabilities, costs (including attorney's fee), and damages arising out of DupeShop, LLC disposition, publication, use, distribution, or exhibition of Client's materials.

**9. CANCELLATION OF CHARGES:**

In the event Client fails to cancel an order prior DupeShop, LLC commencement of work on the order, Client shall be charged 50% of the written quoted price for the order provided by DupeShop, LLC to Client. DupeShop, LLC shall retain any element produced by it under a cancelled order.

**10. SHIPPING AND DELIVERY:**

Delivery dates and/or shipping dates are approximate. DupeShop, LLC shall not be liable to Client or any other person for any losses, damage (incidental or consequential) liability, or delay in delivery or shipping, nor shall any such delay constitute grounds for cancellation. Client shall insure itself against such losses, damages and delays.

**11. ASSIGNMENT:**

This Agreement shall not be assigned or transferred by Client without the prior written approval of DupeShop, LLC. DupeShop, LLC reserves the right to subcontract all or any part of the work ordered by Client.

**12. GOVERNING LAW:**

These terms and conditions shall be construed and governed by the laws of the State of Minnesota applicable to contracts entered into Minnesota between Minnesota residents and to be performed wholly in Minnesota.

**13. NOTICES:**

Any notices or communications to Client by DupeShop, LLC shall be deemed to have been duly given when deposited in the United States mail with postage prepaid to Client at the address shown as the Client's address in DupeShop, LLC records. Client may change the address at which it desires to receive such notices by giving written notice of such changes to DupeShop, LLC.

**14. PARTIAL INVALIDITY:**

In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable, the remaining terms and conditions shall nevertheless remain in full force and effect as though the invalid and unenforceable portion were not included.

**15. NO WAIVER:**

The failure of DupeShop, LLC to insist upon Client's performance of any of Client's obligations hereunder shall not be construed as a waiver of the breach of any other obligation of Client or of any subsequent breach of such obligation. The failure of DupeShop, LLC to exercise any right or remedy which DupeShop, LLC may have hereunder or under the law shall not be construed as a waiver of any other right or remedy which DupeShop, LLC may have hereunder or under the law.

**16. CLIENT'S DEFAULT:**

Upon Client's failure to pay DupeShop, LLC any amount when due, DupeShop, LLC shall have all rights and remedies available to it at law or equity arising from its performance of services for Client and its possession of, lien on, and security interest in Client's master tape(s) and any other materials either provided by or ordered by Client.

**17. REMEDIES:**

Any right and remedy belonging to DupeShop, LLC hereunder or under the law shall be deemed cumulative and not exclusive of one another and the exercise by DupeShop, LLC of any such right or remedy shall not preclude DupeShop, LLC from exercising or enforcing any other right or remedy it may have.

**18. MODIFICATION OF TERMS AND CONDITIONS: THESE TERMS AND CONDITIONS CAN ONLY BE MODIFIED BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DUPESHOP, LLC AND CLIENT.**