

Terms and Conditions

Please Read

Pricing and delivery

Miami Tape Inc. reserves the right to change prices, colors, materials, specifications and quantities in our web site, or elsewhere without notice or obligation. Prices quoted in our web site do not include freight. All shipping is FOB Miami, FL, unless indicated otherwise. Miami Tape Inc. is not responsible for loss or damage to the product once it has left Miami Tape's premises. Miami Tape Inc. charges applicable sales tax when appropriate, as required by law.

Payment terms

Miami Tape Inc. accepts cash, check, money order, VISA, MasterCard, Discover, and American Express. A purchase order is required prior to processing any order. No work can proceed on any order until the appropriate deposit has been received. Should any amount remain outstanding after the due date, interest shall be due on that amount from the initial billing date at the rate of one percent (1%) per month (12% per annum) and will accrue daily. In addition, you agree to pay any and all costs, fees, charges, or expenses (including without limitation all reasonable legal fees and litigation/arbitration fees and costs) incurred in recovering any amounts owed to Miami Tape Inc. by you.

Terms of Service

Miami Tape Inc. respects and adheres to the International Recording Media Association's (IRMA) Anti-Piracy Compliance Program, which protects property rights owners from the unauthorized recording or distribution of their content.

You represent and warrant to Miami Tape Inc.: (1) that you are the true and rightful owner of, or are licensed or otherwise possess legally enforceable rights to use the registered and unregistered rights, titles, and interests in and to any trademarks, service marks, trade names, copyrights, or other intellectual property rights relating to the materials provided to Miami Tape Inc. by you under this agreement, including but not limited to the right to reproduce, manufacture and otherwise use the materials; (2.) that you and Miami Tape Inc. are not, or will not be, as a result of the execution and delivery of this agreement or the performance by Miami Tape Inc. of the obligations hereunder, in violation of any intellectual property rights of third parties; and (3) that no claims with respect to your intellectual property rights or third party intellectual property rights in the materials are currently pending, nor to your knowledge, are threatened by any person, nor do grounds for any such claims exist.

You agree to indemnify, defend, protect, and hold harmless Miami Tape Inc. and its subsidiaries and their respective officers, directors, agents, affiliates, distributors, franchisees, and employees (collectively, "indemnified parties") against any liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, administrative proceedings including interest from the date of such damages, and costs and expenses including without limitation; reasonable attorneys' fees and disbursements of every kind, nature, and description (collectively, "damages") suffered, sustained, incurred, or paid by the indemnified parties in connection with, resulting from, or arising out of, directly or indirectly any claim, demand, proceeding, or lawsuit by a third party based on any assertion that the services provided to you under this agreement breaches the patent, copyright, trademark, trade secret, or other proprietary right of such third party and/or any breach of any representation or warranty you set forth in this agreement or the form, Intellectual Property Ownership Agreement, Purchase Order, or in any other form or document in connection herewith.

Miami Tape Inc. reserves the right, at its sole discretion, to investigate the ownership of any and all materials provided hereunder.

You agree to provide, Miami Tape Inc. upon request, all necessary documentation of ownership or other legal rights, including without limitation all pertinent copyright and licensing information. By reserving these rights, Miami Tape Inc. does not assume any obligation to investigate or verify ownership of any materials provided by you, and Miami Tape Inc. may rely on your representations and warranties herein and provided under Miami Tape Inc. Intellectual Property Rights Form even if Miami Tape Inc. investigates such ownership.

If Miami Tape Inc. determines, or has any reason to believe, that you do not have the authority to produce the products sought hereunder, Miami Tape Inc. will have no further obligation to provide any products or any other services with respect to such materials, and will return such materials to you.

Pricing and Payment

Because of quality-control considerations, it is seldom possible to produce the exact number of units ordered, therefore Miami Tape Inc. reserves the right to produce and bill for production overruns or underruns up to ten percent (10%) of your order. You will be billed only for the actual number of units shipped.

Your order will be delayed if you fail to provide Miami Tape Inc. with all necessary materials (including your master, graphics, deposit, signed estimate, signed Intellectual Property Rights Form, and Audio Track Listing).

While Miami Tape Inc. is well-known for going the extra mile to meet client deadlines, quoted or acknowledged delivery dates are estimated dates of delivery and are not guaranteed. Miami Tape Inc. specifically disclaims liability for delays in delivery and any resulting consequential damage or losses.

In the event you fail to pay within thirty (30) days for any work completed, or in the event you fail to accept delivery of finished product within thirty (30) days from completion, Miami Tape Inc. has the right to sell, dispose of, destroy, or use any such material on hand in any way Miami Tape Inc. chooses without any liability by Miami Tape Inc. to you or others.

Backups and Insurance

Miami Tape Inc. assumes that you have backups or originals of all content (including without limitation masters, graphic files, multimedia files, video files, and audio files) provided in digital electronic form (including without limitation on recordable CD or DVD, digital video master, Zip, SyQuest, 1630, DLT, DAT, or other digital recording medium, or as uploaded to Miami Tape Inc. web site via FTP, email, or other means) for manufacturing. As such, Miami Tape Inc. is not obligated to return such electronic content to you upon completion of the order. Miami Tape Inc. will return analog masters, original artwork, photos, transparencies, etc. furnished by you upon completion and payment of the order.

While Miami Tape Inc. will treat your materials with the utmost care and respect, Miami Tape Inc. specifically denies liability for damage or loss due to fire, casualty, act of war whether declared or undeclared, act of God, or negligence while your materials are in the care and possession of Miami Tape Inc. Materials stored in Miami Tape Inc. premises are not insured and are stored strictly at your risk. You agree to carry insurance coverage for your materials while at and in transit to and from Miami Tape Inc. premises.

Payment Terms

Miami Tape Inc. requires a deposit of 80% of the purchase price for all manufacturing orders (your Customer Service Rep. will calculate the deposit amount for you). The balance of the purchase price, subject to a ten percent (10%) production under or overrun, is due upon completion of the order, before shipment .

Warranty of product, limitation of liability, and indemnification

Miami Tape Inc. warrants that materials it has produced and delivered meets Miami Tape Inc. standard specifications for the materials and meets generally accepted industry standards.

All custom-manufactured and/or printed products are unconditionally guaranteed against defects in quality and workmanship. If any custom-manufactured product produced by Miami Tape Inc. from or through the use of materials is found to be defective in quality, or is shipped or labeled in error, Miami Tape Inc. will replace or repair defective product and/or correct any error in shipment or labeling at its own expense on the condition that a.) written notice of such defect or error is

received at Miami Tape Inc. office within thirty (30) days after product ships to you, and b.) the defect or error did not result from a defect or error in the materials you or your representatives supplied. If notice is not received within thirty (30) days after shipment, Miami Tape Inc. shall be released from any and all liability. You agree to return any defective product to Miami Tape Inc. upon request. No merchandise may be returned to Miami Tape Inc. without written return authorization from Miami Tape Inc. Prior to returning any product, you must obtain an RMA number from Miami Tape Inc.. The RMA number must appear on the address label. Miami Tape Inc. reserves the right to refuse delivery of any item returned without an RMA number. Miami Tape Inc. is not responsible for any loss of revenue or profit or other financial damages of any kind whatsoever, whether direct or indirect, suffered by you for any reason whatsoever.

Pricing and Delivery

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Shipping

Miami Tape Inc. prices do not include shipping.