



**127 PENN STREET
EL SEGUNDO, CALIFORNIA 90245
(310) 322-6386**

TERMS AND CONDITIONS

Bill Smith Custom Records, Inc., (hereinafter referred to as "our Company"), requires a minimum 50% deposit upon placement of order. Balance is due before delivery, unless other arrangements are made prior to order completion. No parts or purchase orders will be processed without the deposit being made.

Our company assumes no liability for customers' source masters, metal parts, labels or label art, album covers or any other components of any order left on premises over 60 days of order completion, our company retains the right, at our discretion, to sell, dispose of, or use such product in any way our company chooses until the amount due our company is paid in full and will incur storage and interest charges on balance due.

Under California Uniform Commercial Code, Section 2-719, customer agrees that **no** other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, delays, lateness or any other incidental or consequential loss) shall be available to customer. All delivery times quoted are estimates based on the customer's timely submittal of properly prepared source material and artwork, and are dependant thereof. Our company makes no representation that the product complies with any current or pending federal, state or local law, regulation or ordinance. Customer's placement of an order signifies responsibility and compliance with statutes.

- Our company is not responsible for **any** freight charges.
- All product will be shipped C.O.D. unless other arrangements are made prior to shipping.
- There will be a \$3.00 per carton drop shipping fee assessed per order.
- Providing incorrect address for shipping may incur a \$5.00 per carton handling fee.

There will be \$25.00 service charge for any dishonored payment, for any reason.

Bill Smith Custom Records, Inc. reserves the right to refuse service for whatever reason it deems appropriate.

I have read, understand and agree to the Terms and Conditions of Bill Smith Custom Records Inc.

Signature X _____ Date: _____ (mm/dd/yy)

Printed Name: _____