

Terms & Conditions

1 January 2012

Rates

Hour of regular Studio Time (billed in 15 minute intervals):	Rand 700
Mastering per Track (includes Set of Masters):	Rand 400
Extra set of tested Masters (CD or DDP; includes media):	Rand 275

Notes

- 1) Please ensure that I receive the correct material. 24 bit files are preferable; listen to the files beforehand to ensure that they are intact to avoid delays and further cost. Any fix ups or replacements are charged at the standard hourly rate, in 15 minute increments. I recommend a hand to hand courier if your deadlines are tight.
- 2) The goal of Mastering is to polish your tracks and assemble them into an album, not to remix them. Send the tracks that you are happy with. If you have particular or general concerns, please mention them before I start with the mastering, as I lack the Jedi power to read minds.
- 3) I require a deposit of 50% of estimated project cost, as detailed in the quotation. Without the deposit, I am unable to guarantee a particular booking date or to commence the mastering.
- 4) You will receive a CD after the mastering Session. Listen to the CD and submit any suggested changes within seven calendar days. I will at my discretion effect the changes free of charge.
- 5) After you have approved the master, and paid the remainder of the invoice, you will receive a set of masters. This can either be audio CD's, or alternatively a DDP Image. You will also receive a master reference CD. Listen to the reference CD in its entirety before sending the masters to the replicator.

Tim Lengfeld Mastering Standard Terms and Conditions

The Business

- 1. Acceptance.** These terms and conditions constitute a part of the contract between Tim Lengfeld Mastering and the Client. Different or additional terms and conditions are hereby rejected unless approved in writing. Payment of deposit constitutes acceptance of this agreement.
- 2. Terms of Payment.** Payment terms are 50% deposit before commencement of work, or before confirmation of a particular booking date. The balance and any additional cost incurred are due before or upon delivery of Masters, unless otherwise agreed to in writing.
- 3. Rates; Additional Charges.** All rates are subject to change without notice. Minimum booking is 30 minutes. In addition, Tim Lengfeld Mastering reserves the right to bill Client for additional charges incurred for any reason or cause that is the fault of Client (including without limitation Client's submitting materials which are technically defective, not legible or otherwise suitable to produce the work) or otherwise beyond Tim Lengfeld Mastering's control. Client shall pay and be solely responsible for any and all royalties and other fees payable to any third party.
- 4. Changes in Specifications; Cancellation; No Show.** After acceptance of this quotation no changes by Client in the specifications will be binding on Tim Lengfeld Mastering unless agreed to in writing. Additional charges for accepted changes will be billed to Client. Cancellations of bookings must be made within 24 hours or Client will be billed for 4 hours of booked time. Client's failure to arrive within 30 minutes of session start constitutes a no-show and client will be billed one hour of booked time.
- 5. Credits.** The words "Mastered by Tim Lengfeld" must appear as a credit on or accompanying any published or reproduced form of any material mastered or authored by Tim Lengfeld Mastering; whether for the purposes of sale or promotional activities, or use in a compilation of works. One copy of any such works must be supplied for our portfolio.

The Mastering

- 6. Risk of Loss.** It is the Clients responsibility to keep backups of the original material. All risk of damage or loss to the work at any time in transit and after arrival at Tim Lengfeld Mastering is assumed by Client, and such damage or loss shall not in any way release Client from any of its obligations hereunder.
- 7. Mastering Process.** All employed processes, equipment settings, encode settings and mastering techniques are the sole intellectual property of Tim Lengfeld Mastering, and will not be released.
- 8. Approvals.** For unattended sessions, one test CD-R will be submitted to Client for approval. Written approval or suggested changes to said CD-R must be received within seven calendar days. Changes will be made at the discretion of the mastering engineer. For attended sessions, Client will be billed for all additional time and materials relating to any changes.
- 9. Master Delivery Media.** All final master storage media are tested by Tim Lengfeld Mastering for errors before delivery in accordance with best practice; however Tim Lengfeld Mastering will not accept responsibility for losses incurred due to failures of storage media or the tools used to produce them. All final masters are accompanied by a reference media identical to the final master, as well as a Table of Content (TOC). Please listen to your reference copy before delivering the master for duplication or replication to ensure that the received storage media is complete, functional and without errors. The TOC must be supplied to the Replicator together with the master. We strongly advise the Client to demand BLER testing from the Replicator before production of the glass master.

10. Storage of Final Session Masters; Materials. Master storage is at Client's risk and may be released upon final payment.

11. Adherence to Standards; CD Text; Watermarking. Tim Lengfeld Mastering makes no warranty with respect to non-standard masters, CD-Text, watermarking or any other copy protection technology that may be requested by the Client.

12. Delays, Contingencies and Limitation on Liabilities. Production and delivery schedules are approximate only unless specifically guaranteed in writing by Tim Lengfeld. Tim Lengfeld Mastering shall have no liability for any loss or damage whatsoever resulting from Client action, including but not limited to (a) failure of Client to timely furnish materials in satisfactory condition for use by Tim Lengfeld Mastering, (b) failure of Client to promptly approve the test CD-R, return by Client of the test CD- R with changes requiring additional time, or any other breach of this agreement by Client; or resulting from any cause beyond the control of Tim Lengfeld Mastering ("force majeure").

The Legal Stuff

13. Warranty and Disclaimer of Warranties; No Consequential Damages. Subject to the provisions of paragraph 12 above regarding Client Actions and force majeure, work performed by Tim Lengfeld Mastering for Client will conform in all material respects to specifications set forth on the reverse side hereof. THIS WARRANTY IS IN LIEU OF AND TIM LENGFELD MASTERING HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.. TIM LENGFELD MASTERING'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY SHALL, AT TIM LENGFELD MASTERING'S DISCRETION, BE EITHER TO REPLACE ANY DEFECTIVE WORK, OR PART THEREOF, OR TO REIMBURSE CLIENT THE ACTUAL CHARGE PAID TO TIM LENGFELD MASTERING BY CLIENT FOR ANY DEFECTIVE WORK OR PART THEREOF. TL MASTERING SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST INCOME OR PROFITS, OR CLAIMS OF ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TIM LENGFELD MASTERING'S PERFORMANCE HEREUNDER, WHETHER OR NOT CAUSED BY TIM LENGFELD MASTERING'S NEGLIGENCE.

13. 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 Tim Lengfeld Mastering 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.

14. Waiver, Governing Law and Consent to Jurisdiction. Tim Lengfeld Mastering's failure to insist in any instance upon strict performance by Client of any terms and conditions herein shall not be construed as a continuing waiver of any such terms and conditions or as a waiver of any other terms or conditions. The entire agreement shall be performed and construed in accordance with the laws of South Africa.

15. Final Written Expression of Agreement. This writing is intended by Tim Lengfeld Mastering and by the 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. Terms and conditions are subject to periodic change without notice

16. Default 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, Tim Lengfeld Mastering, 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 5% per month from due date; and/or (d) to recover all costs of collection, including reasonable attorney's fees. Rand 300 collection administration fee may be charged at the discretion of Tim Lengfeld Mastering. In the event credit or financial ability of Client becomes impaired or unsatisfactory in the sole reasonable judgment of Tim Lengfeld Mastering, Tim Lengfeld Mastering shall have the right at any time thereafter to change the credit terms with respect to any further work under this quotation.

17. Indemnification. Client agrees to indemnify and save Tim Lengfeld Mastering harmless from all losses, claims, damages and other expenses, attorney's fees, which Tim Lengfeld Mastering may suffer or incur in the event any claim is made against Tim Lengfeld Mastering for (a) libel, slander, violation of privacy or right of publicity, violation of postal laws and regulations, patent, trademark or copyright infringement, contract or other cause of action arising in connection with or relating to Tim Lengfeld Mastering's production of the work, (b) the use, display, performance, reproduction, publishing, transportation, mailing or distribution of the work, or (c) Client's failure to obtain, or abide by the terms and conditions of this Agreement and any required license or other agreement relating to watermark or other copy protection technology requested by Client. Client further agrees at Tim Lengfeld Mastering's request to defend at Client's expense any such actions or claims made against Tim Lengfeld Mastering.