



INDEMNIFICATION

All quotes, time references and prices are dependent upon the customer meeting stated shipping deadlines and providing duplication, art and packaging ready materials, to the exact specifications of **CMS Duplication Incorporated**. Any delays or price adjustments required due to inexact shipping or defective materials will be brought to the attention of the customer upon discovery.

An approved credit application and/or a 50% deposit must be on file with **CMS** for all new customers before any work is started.

It is expressly stated and understood that **CMS Duplication Incorporated** assumes no responsibilities or liabilities for materials provided to **CMS Duplication Incorporated** by the customer. Customer indemnifies and holds harmless **CMS** from and against any and all claims and/or litigation pursuant to any applicable statutes or comparable laws regulating copyright infringement or contractual agreements governing data, recorded and printed materials delivered by customer or his agents to **CMS**. It is the sole responsibility of the customer to obtain all rights and permissions required for said materials prior to shipping to manufacturing plant.

Without restricting the generality of the forgoing, the client agrees to pay on behalf of the manufacturer any costs, legal fees, damage awards or other sums of money imposed on or incurred by **CMS** as a result of any legal action or threat thereof in relation to the reproduction of said items, or as a result of any dispute concerning the reproduction of items by the client.

In all cases, the client undertakes to ensure that **CMS Duplication, Inc.** will not be held liable in relation to the reproduction of the items.

Company Name

by _____
(please print name and title)

Signature

Date