



PROPOSAL KIT SAMPLE

SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:



<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

[Click here to purchase Contract Pack](#)

REPLICATION OF CD-ROM AND DIGITAL MEDIA

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Customer").

Recitals

This Agreement contains the entire agreement concerning the production, packaging and delivery of CD-ROMs, Compact Disks, DVD-ROMS, CD-ROM Business Cards, Packaging, Printing, Cover Art and other media and materials ("Products") from items (including, without limitation, master media, proofs, film, photographs, artwork, label data and packaging materials) delivered to Company by or for Customer ("Materials").

Agreements

This Agreement supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by all parties hereto and may not be amended except by a written document signed by Company.

1. Acceptance of Agreement.

This Agreement will only be accepted by: (a) written confirmation from an authorized representative of Company, or (b) shipment of goods in accordance with the terms set forth herein. Company reserves the right to refuse to accept any purchase order for any reason. Customer agrees to be bound by all of the terms and conditions set out herein.

2. Compensation.

Customer shall compensate Company, in cash, pursuant to the terms of Exhibit A attached hereto. Orders may not be cancelled by Customer after Company has begun replication, processing or manufacturing. All shipments of Products will be defined as F.O.B. ("Free on Board") as soon as Company ships the Product. Company reserves the right to make any choice of facility and shipping charges, or to switch shipping carriers without notice to Customer. Risk of loss or any damage sustained in

Customer Initials _____ Company Initials _____

transit shall be Customer's sole responsibility. Shipment is by regular ground service unless otherwise specified by Customer. Company reserves the right to make partial shipments. Company reserves the right to produce and charge for production overruns up to 10% over Customer's order quantity. Company will consider Customer's order complete upon shipment of 90% or more of the total quantity ordered.

3. Terms of Payment.

Invoices will be issued upon shipment of Products, excepting any delay in the shipment by Customer whereas upon an invoice will be issued upon the completion of manufacturing of the Product. Invoices for services performed by Company hereunder will be issued upon completion of those services. Customer shall be responsible for all taxes, duties, excises and other charges associated with the production, sale or transportation of Products and performance of services hereunder (other than taxes on Company's net income). Unless otherwise noted, payment of invoices is due within thirty (30) days of the invoice date. Claims for errors, omissions or adjustments in any amount due Company must be received in writing by Company within five (5) days from the date of invoice. Any outstanding monies owed to Company by Customer after the due date on the invoice shall accrue interest on a daily basis from the initial billing date at a rate of 1.5 % per month (18% per annum). Any available credit on Customer's account must be used or claimed within 12 months from the shipping date of the Products to which the credit relates. Company may require part or full payment, security or a guarantee of payment in advance of any work or services to be performed or any shipment. Company shall have a security interest in all Products and Materials until all amounts due hereunder are paid in full and reserves the right to withhold or delay shipment of any order if payment has not been made in full or has not been received on any prior order. Customer agrees to pay all costs, fees, charges and expenses of every nature (including legal fees) incurred by Company in recovering any amounts owed to it by Customer.

4. License.

Customer grants Company a non-transferable license to reproduce and distribute copies of all Materials to the extent necessary for Company to perform its obligations under this Agreement.

Customer Initials _____ Company Initials _____

5. Delivery Times.

All delivery times are considered to be estimates and all shipment dates are subject to change without notice unless otherwise agreed to by Company in writing.

6. Warranty, Disclaimer and Limitation of Liability.

Company warrants that the Products will conform to the Specifications, or such other specifications as are agreed to in writing by Company, for a period of 30 days from the date of shipment by Company. If the Project does not conform to the Specifications, as Customer's sole remedy, Company shall be responsible to correct the Project without unreasonable delay, at the sole expense of Company and without charge to Customer, to bring the Project into conformance with the Specifications set forth in Exhibit B. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Company does not warrant that the Project will work on all platforms. Customer acknowledges that Company is not responsible for the results obtained by Customer on the Project. Customer acknowledges that Company is not responsible for fixing problems on the CD-ROM, once mass produced after Customer has tested, proofed and approved their Project. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Company as set forth in Exhibit A attached hereto. No action, regardless of form, arising out of any claimed breach of this Agreement or transactions under this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

7. Ownership Rights and Copyright.

Customer shall retain title to all Materials and Content of such Materials provided to Company under the terms of this Agreement. Customer warrants that it rightfully owns all Materials or that it has the right and authority to reproduce the Materials and has the right to deliver all Materials to Company. Customer also warrants that it owns all copyright in the contents of the Materials (including without limitation any artwork,

Customer Initials _____ Company Initials _____

graphics, or computer code embedded therein) or has the unrestricted right to permit Company to perform the services requested hereunder. Customer warrants that the Materials do not contain any obscene or objectionable matter.

Customer agrees to indemnify, defend and hold Company harmless from and against any and all actions, suits, claims, liabilities, damages, losses and expenses and legal fees arising directly or indirectly out of or in connection with any claim that the services rendered or Products manufactured under this Agreement violate any law, rule or regulation or violate any rights of third parties (including without limitation any liability for slander, defamation, invasion of privacy, or infringement of any patent, copyright, trademark or other proprietary right of any third party). If Customer provides artwork in any format to Company in connection with the production of disc label printing, screening or packaging of discs hereunder, any artwork must be received by Company prior to the commencement of work by Company. Customer takes sole responsibility for

DEMO CONTRACT

This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/html/legal-contract-templates/cdrom-development-contracts/cdrom-replication-agreement.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Company Initials _____

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm

