

Terms and Conditions

All orders for services are accepted by Studio Post - an Octane Five Company, upon the terms and conditions set out below. All orders for services become effective only upon approval by an authorized representative of Studio Post. This order for services is the entire agreement between Studio Post and the Customer. No changes or waiver of these terms and conditions shall be effective unless agreed to in writing by an authorized representative of Studio Post, nor shall a change or waiver be effected by the acknowledgement or acceptance of order forms containing other or different terms or conditions, whether or not signed by an authorized representative of Studio Post.

Prices:

Prices to be charged by Studio Post for all goods and services shall be Studio Post's prices in force at the date of acceptance of work by Studio Post. Prices are subject to change without notice. All prices charged by Studio Post shall be charged at the full rate card price unless special terms have been agreed to in writing by an authorized representative of Studio Post. In addition to Studio Post's prices, the Customer will be charged for existing or future municipal, provincial, federal or other governmental charges for sales, manufacturing, excise and like taxes. Customer agrees to reimburse, indemnify, and hold Studio Post harmless from any and all taxes which Studio Post may pay or collect under any existing or future law in connection with the services performed for the Customer, or the sale, purchase, delivery, storage, processing, use or consumption of any materials delivered to or deposited with Studio Post.

Terms of Payment:

All work is accepted by Studio Post on a C.O.D. basis unless credit has been established. Payment for services and materials invoiced by Studio Post to Customer is due in full upon receipt of invoice or as otherwise negotiated with Studio Post. Any claim for adjustment must be presented to Studio Post within 15 days from invoice date. No work which is to be billed to a third party will be accepted by Studio Post without prior written consent from said third party. Overdue accounts are subject to an interest charge of 1.5% per month (18% per annum). Customer agrees to pay all costs and expenses, including legal fees, incurred by Studio Post in connection with the collection of amounts owing to Studio Post by Customer.

Cancellation:

Customer will be billed 100% of applicable rate for any session cancelled on less than 24 hours prior written notice to Studio Post. Customer will not be charged for time Studio Post is able to re-book.

Shipping Charges:

Transportation of Customer's materials to and from Studio Post shall be at Customer's risk and expense. All shipments of Customer's materials to Studio Post and from Studio Post shall be insured by Customer at Customer's expense. Unless other arrangements have been made by Customer all materials to be shipped to Customer will be shipped collect. A handling charge will be added to prepaid shipments.

Modifications:

Customer agrees to pay for all costs associated with modifications in specifications made by Customer and CUSTOMER ALSO AGREES TO ASSUME ALL RISK OF ANY RESULTING LOSS OR DAMAGE.

Delivery:

Shipping and delivery dates are approximate. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL STUDIO POST BE LIABLE FOR DELAY IN DELIVERY OF MATERIALS TO CUSTOMER, OR ANY LOSSES RESULTING THEREFROM. Delay of materials to Customer shall not constitute grounds for cancellation of Customer's work order.

Customer's Materials:

Studio Post will store Customer's materials during the time of post production and dubbing and for three (3) months at no charge. Studio Post may, at its option, elect to continue to store the materials at no charge after such three (3) month period. When all outstanding invoices have been paid by the Customer, Studio Post, at its option and on written notice to Customer, will return materials to Customer at Customer's expense. Customer agrees to remove materials at Customer's expense, within thirty (30) days after written notice from Studio Post.

Customer Liability For Infringements:

CUSTOMER AGREES TO INDEMNIFY AND SAVE STUDIO POST FREE AND HARMLESS FROM ALL SUITS, CLAIMS, DEMANDS, ACTIONS, COSTS, AND

OTHER LIABILITIES AND EXPENSES (INCLUDING LEGAL FEES) AND INCLUDING, WITHOUT LIMITATION, LOSSES RESULTING FROM INFRINGEMENT OF PATENTS, TRADEMARKS, OR COPYRIGHTS ARISING OUT OF THE PRODUCTION, DISTRIBUTION OR EXHIBITION OF ANY FILMS, TAPES OR DIGITAL MEDIA IN CONNECTION WITH WHICH STUDIO POST SHALL HAVE FURNISHED ANY GOODS OR SERVICES.

Limitation of Warranty:

STUDIO POST MAKES NO WARRANTY, EXPRESSED OR IMPLIED WITH RESPECT TO THE MATERIALS OR SERVICES PROVIDED BY IT AND ASSUMES NO RESPONSIBILITY FOR THE CHARACTER OR QUALITY OF MATERIALS OR SERVICES PROVIDED BY IT. STUDIO POST EXPRESSLY DISCLAIMS ALL WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

It is understood and agreed that Customer's materials are transported, received, processed, used and stored at Customer's risk and Studio Post shall not be liable for any lost profits or other damages whatsoever caused by loss, damage, or destruction of any materials belonging to Customer (or any other party) while in transit or in possession of Studio Post. If, provided, however, such loss, damage, or destruction occurs while the materials are in the possession of Studio Post (but not in transit) and if such loss, damage or destruction is caused solely by the negligence of Studio Post, STUDIO POST'S LIABILITY IN SUCH INSTANCE SHALL IN ANY EVENT BE LIMITED TO REPLACEMENT OF A SIMILAR QUANTITY OF UNEXPOSED RAW STOCK OR BLANK TAPE IN THE QUALITY OF MATERIAL LOST, DAMAGED, OR DESTROYED. Notwithstanding anything to the contrary herein, Studio Post shall in no event be liable to Customer or any other party for any act or omission of any party selected by Studio Post to perform services or furnish materials for Customer, and STUDIO POST SHALL IN NO EVENT INSURE ANY OF CUSTOMER'S MATERIALS WHILE IN THE POSSESSION OF STUDIO POST OR IN TRANSIT. If film, tape, or multimedia materials furnished by Studio Post is found to be defective in manufacture, Studio Post will replace such film, tape, or materials with similar quantity and quality of unexposed raw stock or blank tape provided Customer has notified Studio Post in writing of such defect within fifteen (15) days after return (or shipment) to Customer of materials containing such defective film or tape and only after return by Customer to and review by Studio Post thereof. Except for such replacement Studio Post shall have no further liability therefor. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL STUDIO POST BE LIABLE TO ANYONE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER; (1) RESULTING FROM ANY DEFECTIVE MATERIALS, PRODUCTS OR EQUIPMENT DELIVERED, PRODUCED OR PROVIDED BY STUDIO POST; (2) RESULTING FROM DAMAGE TO OR DESTRUCTION OF, MATERIALS BY STUDIO POST; OR (3) RESULTING FROM ANY NEGLIGENCE OR BREACH OF DUTY (CONTRACTUAL OR OTHERWISE) BY STUDIO POST INCLUDING WITHOUT LIMITATION, IMPROPER STORAGE, PROCESSING, PACKING, DELAYS IN DELIVERY OR SHIPMENT OR ERRORS IN LABELING.

Liens:

Studio Post shall have a lien on all films, tapes and other property delivered by Customer to Studio Post and/or made by Studio Post therefrom for the balance of any account due Studio Post by the Customer.

Right To Refuse Work:

Studio Post has the right to refuse to work with material which it considers, in its sole discretion, misleading, indecent, defamatory, unlawful or otherwise unacceptable.

Notice:

All notices required to be given under the terms of this order shall be deemed to be properly given if made in writing via Fax or in the text of an Email, three (3) days after such dispatch.

Governing Law:

These terms and conditions shall be governed by the laws of the Province of Alberta.

Assignment:

Customer shall not assign its rights under this agreement without the express written consent of Studio Post.