



FILM AND VIDEO

245 West 55th Street New York, NY 10019
Phone 212-757-4580 Fax 212-333-7647 or 212-977-7448

CUSTOMER ORDER FORM

Form with fields for DATE, HOUR, ORDER RECEIVED BY, CUSTOMER, MATERIAL, VAULT, SUBMITTED, ADDRESS, CITY, STATE, ZIP, PHONE NO, FAX NO, ATT, COD, CTF, P.O. ON FILE, P.O. NO, MAIL, PHONE, PERSON, TITLE, STUDENT, SCHOOL AND ID NO.

- 35 MM, 16 MM, OPTICAL, CONTACT, 3200 K, 5400 K, LOW CONTRAST, ESTAR, ACETATE, SPLICED, UNSPLICED, COLOR, B & W

Table with 2 columns: QUANTITY, DESCRIPTION OF ORDER, SPECIAL INSTRUCTIONS

- MOUNTING INSTRUCTIONS: REELS METAL, PLASTIC, FIBER CASE, PLIO MAGIC, CORES, I.C.C. CASES

SHIPPING INSTRUCTIONS form with fields for ORIGINAL MATERIAL, VAULT, RETURN, SHIP VIA, CUSTOMER, ADDRESS, CITY, STATE, ZIP, ATT, PHONE NO.

DAILIES DEVELOPED AT DU ART? YES NO

The undersigned has examined the above Customer Order form and acknowledge and agrees that the information and instructions contained therein are true and correct. The Undersigned further acknowledges and agrees that the work will be performed subject to the "Terms and Conditions" contained on the attached or reverse side hereof. CUSTOMER SIGNATURE

TERMS AND CONDITIONS

1. DuArt Film and Video (hereinafter referred to as DuArt) shall not be liable to Customer or others for loss or damage of any kind whatsoever due to theft, Acts of God, strikes or other labor stoppages, fire, failure of transportation agencies or public utilities, the elements, war, shortage of labor or material, government regulation, damage or accident to or failure of machinery or equipment, injury or damage to or loss of film, tapes and other property (film, tapes and other property being hereinafter collectively referred to as "property") delivered to DuArt, or due to any other cause whether or not similar to any of the foregoing causes or whether or not the injury, loss or damage occurs while in DuArt's custody or while in transit.
2. DuArt will not insure any of Customer's property in the possession of DuArt or while in transit and all such properties delivered to DuArt are accepted upon the express understanding and condition that they are fully insured by Customer against all loss or damage from any cause whatsoever, including negligence, whether suffered while in DuArt's possession or control, or otherwise, and the Customer waives all rights of subrogation and the Customer agrees that such insurance does not and will not give the insurer any recourse, or rights of subrogation against DuArt. Notwithstanding the foregoing, in the event of loss, damage or destruction of any such property whether or not as a result of DuArt's negligence, DuArt will voluntarily, without admission to liability or responsibility, reimburse Customer for the cost of the raw stock or tape. In no event shall DuArt be liable for any consequential damages. Any claim for such reimbursement must be made by written notice to DuArt within 30 days after delivery of such property to Customer or its designee or notice of its loss or damage, whichever is the sooner, and any suit must be instituted within 1 year thereafter. All property delivered to DuArt may be moved to or kept at such place or places as DuArt may deem desirable, there being no agreement or representation, expressed or implied, that such property delivered for any purpose will be retained or kept at its premises or at any other designated place.
3. If the work requested by Customer requires the property to be delivered to a third party for performance of services in connection therewith, Customer authorizes DuArt to deliver such property to such third party but DuArt shall have no liability for any loss or damage resulting from the negligence of such third party or occurring while the property is in transit to and from such third party.
4. All prices are F.O.B. DuArt's place of business. Unless DuArt receives written instructions from the customer as to the method of transportation and as to the amount of insurance coverage, if any, DuArt will ship all property by such method of transportation and with such insurance coverage as DuArt in its sole discretion may determine with shipping expenses and insurance cost payable by the Customer.
5. Prices are subject to adjustment due to any change in the cost of raw stock, materials or taxes thereon, and/or union labor costs, retroactive to the effective date thereof. All prices are subject to any applicable federal, state or local excise, sales or use taxes.
6. DuArt may, by written notice sent to Customer's last known address, require any Customer to retake possession of any property held for Customer. If such property is not removed within three (3) months after the mailing of such notice, DuArt may either send the same to a public warehouse to be held by the warehouse in the name and at the expense of the Customer or DuArt may destroy such property without any liability of any kind to Customer by reason thereof.
7. Notwithstanding, anything contained in the previous sentences hereof to the contrary, DuArt, without notice to customer, may charge storage fees with respect to any materials held by DuArt for the customer, the fees to be in the amount established by DuArt from time to time. All such charges are to be secured by Customer's rights in and to such property and DuArt shall have a lien thereon to secure payment of such charges.
8. DuArt shall have the right to charge interest at the maximum legal rate in New York State on all invoices not paid when due, and if placed for collection, Customer agrees to pay all costs of collection, whether or not suit is instituted, an attorney's fee of 25% of the amount owed shall be deemed a reasonable attorney's fee and shall be added to amount due and all charges shall be secured by all property held for Customer and whether or not services were rendered by DuArt with respect to such property, including, but not limited to copyrights, patents and trademarks whether issued under the laws of the United States or otherwise.
9. If material (prints, pre-print material, video or audio tapes) are manufactured, processed or serviced by DuArt is found to be defective or shipped or labeled in error, DuArt's sole liability by reason thereof will be to replace such defective material and/or correct such error in shipment at its expense, provided written notice of such defects or such error in labeling or shipment is given to DuArt within 10 days after its arrival at destination. Customer shall return such material to DuArt if it shall, so request. In no event, including negligence, shall DuArt be liable for any consequential damage.
10. Prices are for materials and services deemed by DuArt to require standard manufacturing, processing and handling. Old, shrunken or damaged negatives or pre-print materials, or those which are not in a normal or usual photographic or physical condition are accepted for printing and work, service and labor with the understanding that a charge will be made for the additional time and/or materials which are required to comply with any orders submitted, but in no event will DuArt guarantee satisfactory results from such negatives or pre-print materials. Since color film dyes may change in time, reorders for prints from old color-negatives may yield unsatisfactory color balance requiring a new answer print. DuArt will attempt at all times to notify Customer before entering orders requiring additional charges.
11. The Customer assumes all liability under the copyright laws and under any other laws, both federal and state, arising out of the work, labor and services performed and materials furnished by DuArt for the account of the Customer, who agrees to indemnify and hold DuArt free and harmless of any and all suits, claims, damages, liabilities, and expenses (including attorney's fees) which may arise directly or indirectly from the performance of work, labor and services by DuArt for the Customer.
12. The exercise by DuArt of any right or remedy hereunder shall not preclude its right to enforce any one or more other remedies. Nothing contained herein shall be deemed to limit or prejudice the rights of DuArt under the Lien Law of the State of New York or any other state or territory in which DuArt renders services and furnishes materials. Customer agrees that if DuArt shall enforce its rights under any Lien Law, it or any other party acquiring title to any film at public or private sale shall have and is hereby granted an unrestricted license to distribute, exhibit and otherwise exploit such film by all media for its own account.
13. Any increase in a previous order must be on a new purchase order. When Customer reduces an order, the instructions must be in writing. All services and/or materials already performed or manufactured at the time of receipt of such reduction will be chargeable to Customer. Reductions necessarily cause delays in completion of orders. Upon cancellation of an order, Customer agrees to pay DuArt its charges for services and materials furnished up until the time of receipt of such cancellation.
14. Customer acknowledges that all orders and/or contracts are made in the State of New York. All actions against Customer will be brought in the State of New York and Customer expressly consents to the jurisdiction of the Courts of the State of New York.
15. If any order placed by Customer is guaranteed by a third party and the guarantee is terminated for any reason whatsoever, then DuArt shall have the right to refuse to complete any order then being processed.
16. 35mm full coat masters will be destroyed after 30 days, unless purchased by Customer.
17. Customer's materials may be held by DuArt for a period of 10 days after the receipt of the Customer's check for all moneys owed to DuArt by Customer unless such check has been certified by a bank located in New York, New York.
18. No waiver, alteration or modification of these Terms and Conditions shall be binding unless in writing and signed by a corporate officer of DuArt. DuArt has made no representations, warranties or agreements, expressed or implied, except as specifically set forth in these "Terms and Conditions".
19. The information contained in DuArt's credit application form may, at DuArt's sole discretion, be made available to the National Association of Credit Management or other third parties.



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