

All orders are accepted subject to these TERMS & CONDITIONS:

COLORLAB CORPORATION shall not be liable to Customers or others for loss of any kind whatsoever due to delays or failure in performance caused directly or indirectly by "force majeure" or any cause whatsoever, including loss or damage during delivery to/from COLORLAB.

COLORLAB respectfully points out that prices are never proportionate to the value of the materials entrusted to it. Customer's films and tapes are received, developed, printed, transferred, and stored by COLORLAB only at the customers' risk, and COLORLAB does not accept responsibility for any loss or damage to such film or tapes from any cause whatsoever, including negligence by COLORLAB technical or administrative staff.

Any loss of camera original or tapes, preservation originals, or any client property will not be reimbursed to client by any manner such as cash reimbursement or return of new rawstock. COLORLAB will have no liability for loss or damage for jobs shipped to a third party subcontractor.

Camera films, tapes, negatives and positives, preservation originals and customer's other property delivered to COLORLAB are accepted on the express condition that same are insured by the owner thereof, with waiver of subrogation for the full amount of all risk, possible damage and loss. COLORLAB holds a lien thereon for the general balance from time to time due COLORLAB by the customer in respect to processing, printing, storage charges, or otherwise. COLORLAB has the right to charge late fees on balances not paid in 20 days and has the right to pass off to collection any and all bills not paid in a timely manner. The Customer is responsible for legal fees incurred by COLORLAB in the collection of said debts, which is customarily 35% to 50% of the collected debt. Debt collected in this manner then generally increases to 35% to 50% greater than the original amount owed.

COLORLAB may require any Customer to retake possession of any and all materials held in its vaults. COLORLAB, after 30 days' written notice to Customer's last known address sent via USPS 1st class mail, may send same to a public warehouse with the Customer then responsible for incurred storage fees, or may destroy such materials, or may store the same at the Customer's expense. All such charges are to be secured by Customer's rights in and to such materials. At COLORLAB's discretion, Customer's films/tapes remaining at COLORLAB after 30-day notification has been given, may become the property of COLORLAB including all copyrights and entitlements. Customer's films, negatives, and positives received for the safekeeping, developing, printing, processing, or handling are subject to the terms and conditions herein.

The Customer assumes all liability under the copyright laws and under any other laws, both federal and state, arising out of the fulfillments by COLORLAB of any such services for the account of the Customer, who agrees to indemnify and hold COLORLAB free and harmless of any and all suits, claims, damages, liabilities, and expenses (including, but not limited to, attorney's fees) which may arise directly or indirectly from the performance of such services by COLORLAB for the Customer. COLORLAB will endeavor to keep its customers advised concerning the exposure, photographic quality, and physical condition of the negative films received from them for processing, but shall not be held responsible for failure to do so.

All prices are subject to change without notice.

COLORLAB has net 20-day credit accounts available, with approved credit. COLORLAB requires customers to have on file authorization for credit-card usage by COLORLAB for amounts that are over 30 days past the invoice date. COLORLAB accepts American Express, MasterCard, Visa, and Discover. *For clients without approved 20-day credit accounts, COLORLAB requires that all jobs valued at \$2,000 or more must be secured with half payment when the work is ordered.*

This document must be signed and dated by the owner or legal representative of the Customer submitting work. Work will not commence until this happens. By signing this document, the Customer has also confirmed all directions given by the Customer on the various spec sheets that must accompany submitted work. If work is sent to COLORLAB via Customer's carrier, this form can be printed from the COLORLAB web site, signed, and faxed to a COLORLAB Customer Representative at 301-816-0798.

I have read and accept these Terms and Conditions.

Name of Legal Company Representative (Please print)

Company Name (Please print)

Signature of Said Legal Company Representative

Date signed

COLORLAB

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