



## Burlington Record Pressing

400 South Pearl Street

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Thank you for selecting Burlington Record Pressing for your vinyl production needs!

Please read this document carefully as it contains vital information about our terms of service.

By placing an order with Burlington Record Pressing, you agree to the following terms and conditions.

### **GRANT OF RIGHTS TO DUPLICATE**

The Customer represents, warrants, and certifies that they have obtained all necessary rights, permissions, and licenses to duplicate and use all sound recordings, artwork, and other materials submitted to Burlington Record Pressing.

#### **Key Provisions:**

- **Ownership and Licensing:** The Customer affirms that all necessary rights and permissions to duplicate sound recordings, artwork, and related Materials have been secured. This includes, but is not limited to, compliance with applicable copyrights, trademarks, and contractual obligations.
- **Documentation:** Burlington Record Pressing may request proof of ownership or licensing at any stage of the production process. Failure to provide requested documentation may result in cancellation of the order. The Customer remains responsible for all costs incurred, including but not limited to labor, Materials, storage, scrapping, and equipment usage.
- **Indemnification:** The Customer shall indemnify and hold Burlington Record Pressing harmless from any legal claims, damages, or liabilities arising from copyright or trademark infringement related to the Materials.
- **Grant of Rights:** By placing an order, the Customer irrevocably grants Burlington Record Pressing all rights necessary to duplicate the Materials and affirms that they own or have secured all required rights to the recordings and titles involved.



## **PAYMENT TERMS & ORDER PROCESSING**

All order details including vinyl color or variation, artwork, and any print components must be finalized once the invoice has been sent by Burlington Record Pressing. **We are unable to accept changes to your order.**

### **First Pressing:**

- A **non-refundable** deposit of **50% of the order invoice** is required upon confirmation of order to initiate the part making process.
- The remaining balance will be due upon approval of test pressings to begin manufacturing. Production of the final order will not proceed until test pressings are approved and the remaining balance is paid in full
- Once test pressings are approved and payment is received, you grant Burlington Record Pressing the right to fulfill the order and begin production.

### **Repressing:**

- A **non-refundable** deposit of **50% of the order invoice** is required upon confirmation of order to initiate the part making process.
- The remaining balance will be due upon order completion.

### **Shipping Costs:**

- Shipping costs will be invoiced separately once production is complete. This includes the test pressing shipments, LP cartons, and overages.
- All shipping costs must be paid at least 24 hours prior to shipment.
- Request for a partial delivery of an order will be granted only after the full balance has been paid. Any unshipped stock may incur storage fees.

### **Payment Methods:**

- We accept all major credit cards\*, ACH, and check payments. The Customer should confirm the preferred payment method when placing the order.

## **SHIPPING & LIABILITY**

- Unless otherwise specified, shipments will be made via UPS Ground.
- Burlington Record Pressing assumes no liability for loss or damage after the finished product leaves our facility. Any additional costs associated with delivery are the sole responsibility of the Customer.



## **PRODUCT QUALITY & DEFECTS**

The vinyl record manufacturing process involves inherent variability.

Burlington Record Pressing will take every reasonable step to ensure the highest quality but cannot guarantee perfection in all aspects of production.

### **Defects:**

- Burlington Record Pressing employs a rigorous inspection process to ensure high-quality products. Once test pressings are approved, they will be considered defect free.
- Burlington Record Pressing reserves the right to stop production to observe the cause of any defect detected during the manufacturing process.
- While Burlington Record Pressing places equal emphasis on aesthetics and functionality, our primary objective is ensuring high-quality playback and playability. While we limit and reject small manufacturing defects throughout the process anything not affecting playback will be passed in the production run.
- Minor visual flaws that do not affect playback quality are not considered defects.
- Exact color matching is not guaranteed. Due to machinery limitations custom colors may vary. Color blemishes or inconsistencies are not considered defects as they do not diminish playback or sound quality.
- Any defect affecting playback not found to be present on the approved test pressings must be reported within **ten (10) business days** of receipt. Burlington Record Pressing will replace defective products or provide credit on a future order upon return of the original pressing. Replacement or credit for defective products will be limited to the value of the order and does not include liability for consequential damages. Refunds will not be issued.

## **CUSTOMER-SUPPLIED MATERIALS**

If the Customer supplies Materials (e.g., parts or artwork):

- A handling fee will apply for Customer-supplied Materials.
- Burlington Record Pressing is not responsible for issues or costs arising from Customer supplied Materials and will bill accordingly.

All artwork, packaging, and related Materials provided to Burlington Record Pressing for the project will be treated as project-specific assets. Any leftover Materials (e.g., jackets, inserts, or download cards) will be sent to the Customer with the final shipment or recycled at the Customer's request. The Customer will be responsible for any costs associated with returning or recycling these Materials. Burlington Record Pressing is not liable for any damage to supplied Materials or for the leftover Materials after project completion.



## **TURNAROUND & RELEASE DATES**

Turnaround times provided are estimates and may be impacted by supply chain disruptions, material availability, or unforeseen circumstances due to the complexities of record production.

Burlington Record Pressing cannot guarantee an in-hand date, release dates, or be held liable for any delays affecting distributors, drop shipments, or pickups.

## **PRICING & FEES**

- Prices are subject to change without notice due to fluctuations in industry costs.
- A fee of \$30 will be charged for any payment returned due to insufficient funds.
- A convenience fee of 4% of payment total will be charged for payments made by credit card\*
- All shipping costs are determined at time of shipment by carrier based on market pricing, size, and distance of travel. Any additional fees for returned shipping, customs charges, or other required postage are the responsibility of the Customer. Burlington Record Pressing is not liable for any additional fees incurred from shipment and cannot make any adjustments to overall shipping costs.

### **Storage Fees:**

- Any product left in the Burlington Record Pressing facility will be subject to storage fees as indicated below.
  - A storage fee of \$0.05 per unit per month will apply to completed projects held for more than 30 days after the completion date.
  - Unpaid projects will incur a higher storage fee of \$0.10 per unit per month after 30 business days.

## **REFUSAL OF SERVICE**

Burlington Record Pressing reserves the right to refuse service for any reason, including, but not limited to, non-compliance with these terms or submission of inappropriate or unlawful Materials.

## **ACKNOWLEDGEMENT OF TERMS**

By placing an order, the Customer acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this Agreement.

Thank you for choosing Burlington Record Pressing!

