



Manmade Mastering KG / Terms & Conditions

1. Agreement

This agreement shall only be accepted and binding with the company Manmade Mastering KG for each separate project / job request (exp. Per catalog number):

- The Client shall have completed the online Online Booking form; and
- The Client shall have supplied the company with all the final audio material and written information necessary to book the session date and begin the session / project.
- The company is obligated to schedule sessions according to date of arrival, session bookings and details are to be expressed and communicated to the client upfront. Rescheduling sessions can be done at any time by either company and or client with 24hours expressed communication.
- The company is responsible for completing mastering and cutting projects in the expressed time frame given prior to the scheduled session date.
- Post mastering delivery the company will allow up to 2x revisions of mastered files (within reason) the engineer may end revisions at any time.
- The company shall have received cleared payment for the entire session according to the terms expressed on the delivered invoice post completion of mastering and/or when pre-payment is required.
- In any event unless otherwise agreed in writing by a director of the company, the mastering Booking Form and these conditions alone shall apply to all goods supplied, facilities hired and work done by the company for the client.

2. Mixing / Mastering / Cutting / Editing / Post Production Work / Services

- The company shall carry out the work described in the online booking form with all due care and diligence using suitable equipment and competent engineers.
- In order to avoid unnecessary revisions the client acknowledges and accepts the final pre production masters meet its full satisfaction proceeding the mastering processes.
- The mastering processes, exp. Equalisation, Compression, Editing, Mix and Remix details remain the Intellectual Property of Manmade Mastering. • Manmade Mastering is not responsible for the success or lack of success of your final label release.
- Post approval of digital master files / Pre-cutting process IF THE CLIENT PROCEEDS WITH A VINYL PRESSING ORDER WITHOUT A TEST PRESSING Manmade Mastering is not responsible for any acoustic/audio issues on the final product. In other words IF THE CLIENT WANTS TO DISPUTE THE FINAL VINYL PRESSING PRODUCT a test pressing from the pressing plant of the clients choice must be issued to MMM for further review before a replacement part can be recovered. *Note: Ordering vinyl with a test pressing will reduce the liability for both client and mastering studio.
- Manmade Mastering is not responsible for the success or lack of success of your final label release.

3. Mastering fees and Payments

- The Client is obligated to pay all fees expressed in the delivered invoice upon completion and within the agreed payment terms. Exp. 10 – 30 day terms expressed on invoice.
- New clients are obligated to pay upfront based on expressed evaluation by the company's studio management.
- The client is also obligated to pay all mastering fees post completion regardless of expressed rejection. In certain cases the company's internal management may grant a price reduction depending on each individual case.

4. Finished masters, Recordings And Materials

- Mastered files, Pre-masters and Materials will be backed up under the security of the MMM NAS storage system after completion indefinitely.
- MMM is not responsible for any loss or damaged data.
- Clients may request backed up master files at any time, however if the project date surpasses a full calendar year the re-delivery of data is subject to reasonable upload and delivery fees.

5. Indemnity

The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury loss damage costs and/or expenses suffered by the Company arising from:

- the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking
- the Client's making, use or exploitation of the Recordings
- the Client's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement

6. Content of Recording

The client warrants that nothing whatever shall be included in the Recording which constitutes a breach of infringement of any copyright or which shall be in anyway illegal, scandalous, obscene or libellous and the Client will indemnify the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim.

The Company shall not be required to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature. The Company reserve the right to decline to master any material that they deem to be of insufficient technical quality.

7. Studio Breakdown Warranty

In the event of Studio Breakdown the Company shall at its option either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms hereof and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the Booking Fee in respect of the Booking at its discretion.

8. Work Warranty

The Client shall promptly notify the Company in writing of any defect in or loss of or damage to the Master Recording or the Post Production work of which it is made aware whether as a result of any test carried out by the Client pursuant to clause 3 or otherwise.

The Company shall use its reasonable endeavours to correct any such defect and to effect replacement of such lost or damaged materials so notified to it or of which it is made aware which are attributable to faulty materials or workmanship or the negligence of the Company In the event that the Company is unable reasonably to effect such rectification or replacement its liability in respect of any Master Recording or Post Production Work shall be limited to the Maximum Liability.

The Content is only for general information and use and is provided on an “as is” and an “as available” basis. We take reasonable care to check the accuracy and completeness of the Content prior to its publication on the Site. However, because of the nature of electronic distribution via the Internet we make no representations and give no warranties as to the accuracy, availability, completeness, merchantability or fitness for any particular purpose of the Content.

We do not warrant that the Content or Materials are virus-free or that the operation of the Site will be uninterrupted or error free. Any Content or Material that you download to your computer or otherwise obtain through the Site is at your own discretion.

9. Clients Recordings

It is condition of this Agreement that all Client’s Recording’s shall have been copied by the Client before delivery to the Company, and that the Company’s liability for loss of or damage to a Client’s Recording shall be limited to the value of the media on which it is Recorded.

10. Company’s Overall Liability

In the event that the client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or statutory duty of the Company then other than in cases of death or personal injury the Company’s liability therefore shall be limited in any event to the Maximum Liability in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company’s performance of its obligations under this Agreement.

Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Client or the Client’s personnel for any:

- Indirect or consequential loss or damage.
- economic loss including without limitation any loss of profits or goodwill or anticipated savings arising from any fault in the Studio or any act or omission of the Company its servants or agents in respect of this Agreement.

The Company’s liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortuous or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

The Client excepts as reasonable that the Company’s total liability in respect of the Booking and/or the Post Production Work shall be as set out in this Agreement: in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Mastering Work and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

11. Force Majeure

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the Purpose of this Condition, ‘Force Majeure’ means:

- Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist act, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- import or export regulations or embargoes;
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);

- difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- power failure or breakdown in machinery

12. Miscellaneous

The Client shall procure that neither the Client nor any of the Client's Personnel shall be held out as an agent of or pledge the credit of the Company. This Agreement constitutes the entire Agreement between the parties and neither party shall be bound by any other statement or representation made to the other. No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto. In the event that any part of this Agreement shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect.

All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by fax (PROVIDED that proof of transmission can be produced) to the address or fax number respectively of the applicable party specified on the Booking Form on the date of delivery or transmission or if sent by recorded delivery post to such address within two (2) working days of posting.

Manmade Mastering KG / Est. 2005