

TERMS AND CONDITIONS

Unless explicitly stated otherwise in a written agreement, agreements between AMPIC STUDIOS and a business or individual identified on an Ampic Studios estimate or other contractual agreement (Hereby known as CLIENT), are subject to all of the following terms and conditions.

GENERAL WORKING AGREEMENT -- This document defines the terms and conditions of our working relationship. All projects or services that AMPIC STUDIOS may be contracted to produce or provide for CLIENT will be subject to the following:

WORKING/BILLING PHASES -- Based on our experience with long-term design projects, we have found that it is mutually advantageous to handle each project in logical working/billing phases.

Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases (in the case of large projects) permits AMPIC STUDIOS or CLIENT to adjust for such revisions/or halt work before completion if a project is postponed or canceled. Any canceled project is billed only through phases and/or portions of phases that were actually completed by AMPIC STUDIOS. For each project, CLIENT will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses.

COMMENCEMENT OF WORK

1. Typical Commencement of Work

Unless otherwise agreed to, AMPIC STUDIOS will begin work upon receiving the ORIGINAL signed estimate AND any deposit due to us. CLIENT'S signature of the written estimate constitutes a contractual agreement between CLIENT and AMPIC STUDIOS (see section below).

2. Early Commencement of Work

In certain situations, work may begin sooner upon receipt of payment for any deposit due, AND a faxed copy of the signed estimate (FAX to: 702.939.9085). However, work will cease if the original signed estimate does not arrive within 5 business days of the fax. In such cases, work will begin again upon the arrival of the original signed estimate. CLIENT'S signature of the written estimate constitutes a contractual agreement between CLIENT and AMPIC STUDIOS (see section below).

In Either Typical OR Early Commencement of Work:

Under any condition, the payment of any deposit due and the return of the signed original estimate to AMPIC STUDIOS is required for work to begin. Original signed estimates must also be dated and indicate that the CLIENT has read these Terms and Conditions, else the contract is VOID and work will not begin. Original signed estimates should be mailed to:

Ampic Studios
2550 E. Desert Inn Rd. #489
Las Vegas, NV 89121-3611

PAYMENT/ESTIMATES -- CLIENT agrees to pay AMPIC STUDIOS in accordance with the terms specified in each proposal/estimate. CLIENT will be required to pay a deposit (usually 50% of the estimated cost) before work can begin. The deposit amount will be listed on the estimate.

Unless otherwise specified, all subsequent balances due are payable upon art approval. Interest on past due balances is 60% per annum or 5% per month on the balance due or \$10 a month, whichever is the greater amount. We reserve the right to refuse completion or delivery of work until past due balances are paid.

Estimate: Billing will reflect the actual costs incurred. Valid for only 30 days from date on estimate. CLIENT requested changes will be billed additionally. CLIENT will be notified of any price changes.

OUT-OF-POCKET EXPENSES -- Fees for professional services do not include outside purchases such as, but not limited to shipping and handling of disk or photographs, royalties which may be required for 3rd party fonts, stock photos, and other works. Expenses are itemized on each invoice.

REVISIONS AND ALTERATIONS -- New work requested by CLIENT and performed by AMPIC STUDIOS after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision memo to you, and a revised additional fee must be agreed to by both parties before further work proceeds.

Author's alterations and other copy changes requested after layouts or mechanicals are completed are billed at standard hourly rates.

OVERTIME -- Estimates are based on a reasonable time schedule, and may be revised to take into consideration your "Priority Scheduling" requests requiring overtime and weekends. Knowledge of your deadlines is essential to provide an accurate estimate.

NATURE OF COPY -- CLIENT agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. You are responsible for all trademark, service mark, copyright and patent infringement clearances. You are also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare.

ERRORS AND OMISSIONS -- It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. DESIGNER is not liable for errors or omissions.

TELECOMMUNICATIONS -- CLIENT shall pay for all transmissions charges. AMPIC STUDIOS is not responsible for any errors, omissions or extra costs resulting from faults in the telephone,

cable, satellite network, or from incompatibility between the sending and receiving equipment, or from problems resulting from issues with internet service providers, web hosting companies, or any other 3rd parties.

INSPECTION OF BOOKS -- Upon reasonable notice, copies of any and all invoices from our vendors, time sheets and other documentation relating to your account will be available to you for inspection.

PROPERTY AND 3RD PARTY PERFORMANCE -- AMPIC STUDIOS will take all reasonable precautions to safeguard the property you entrust to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorized use by others of such property -- including, but not limited to, postal or shipping services.

LIEN -- All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied.

RIGHTS OF OWNERSHIP -- Once a project has been delivered by us and is fully paid for by CLIENT, AMPIC STUDIOS will assign the reproduction rights of the design for the use(s) described in the proposal.

According to the Copyright Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by AMPIC STUDIOS, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with AMPIC STUDIOS and/or AMPIC STUDIOS authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to provide us with printed samples of each project.

We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

TERM AND TERMINATION -- The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct us at any time to cancel, terminate or "put on hold" any previously authorized purchase, we will promptly do so, provided you hold us harmless for any cost incurred as a result.

Upon termination of this agreement, AMPIC STUDIOS will transfer to CLIENT all your property and materials in our control and for which you have paid. CLIENT will indemnify and hold AMPIC STUDIOS harmless for any loss or expense (including attorney's fees), and agree to defend AMPIC STUDIOS in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against AMPIC STUDIOS and any of its products and services arising from the publication of materials that we prepare and you approve before publication.

PRODUCTION SCHEDULES -- Production schedules will be established and adhered to by both CLIENT and AMPIC STUDIOS, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, or other causes beyond the control of the Client or the Designer. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

ONLINE PAYMENT

CLIENTS who wish to remit payment online must use the PayPal service. There is no charge to do so, and you may pay with a credit card without creating a PayPal Account. PayPal is a 3rd party service provided by PayPal, Inc., and CLIENTS who sign up for or use its services are subject to the policies, terms and conditions of that service. AMPIC STUDIOS is not responsible for the PayPal service or its content.

ADDITIONAL PROVISIONS -- The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Nevada applicable to agreements entered into and performed in the State of Nevada. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

If we must retain attorneys to collect our invoices, we will be entitled to reasonable attorney's fees, court costs, and interest at the maximum rate permitted by law. phases that were actually completed by AMPIC STUDIOS. For each project, CLIENT will receive a proposal/estimate outlining the project specifications and our proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemized costs for anticipated out-of-pocket expenses.