HURRICANE entertainment

VINYL PRESSING · LP 12" · LP 10" · EP 7"

VINYL ORDER FORM

To be completed, signed and returned to hurricanecds@gmail.com

01 YOUR PROJECT

Artist / band _____ Album title _____

Number of copies _____ copies **100 COPIES MINIMUM** Reference (Hurricane use only) _____

02 RECORD TYPE

Tick one box only

- ☐ LP 12" — 140 g
- ☐ LP 12" — 180 g
- ☐ LP 10" — 140 g
- ☐ LP 10" — 180 g
- ☐ EP 7" — 36 g

☐ Colour option Colour required _____

03 SLEEVE & INNER SLEEVE

SLEEVE

- ☐ Sleeve with 3 mm spine
- ☐ Sleeve with 6 mm spine
- ☐ Gatefold
- ☐ 3-panel gatefold
- ☐ Paper sleeve with 2 holes
- ☐ Discobag

Number of booklet pages _____

Inner sleeve

☐ White ☐ Black ☐ Printed

04 ARTWORK & CHECKS

Proof (factory proof) FREE ☐ Yes ☐ No

Barcode FREE ☐ Yes ☐ No
Please ask us for it before sending us your artwork!

FILE CHECK · YOUR CHOICE

- ☐ 1st check / advice on your files — FREE
- ☐ Full check / file inspection / sending to the factory for the proof — €10 EXCL. VAT

What is the proof? The check of your artwork on the factory website, once its designers have added the crop marks: make sure no line runs over a logo, text or image.

05 DELIVERY & BILLING

* phone and e-mail required

DELIVERY

Full name or organisation _____

Address _____

Phone * _____ E-mail * _____

BILLING

☐ same as delivery

Full name or organisation _____

Address _____

Phone * _____ E-mail * _____

Comments _____

06 PAYMENT & APPROVAL

€ TOTAL INCL. VAT · PROVIDED BY HURRICANE

€ INCL. VAT

Payment ☐ PayPal ☐ Bank transfer

Your signature
with the date and the words "Read and approved". It constitutes acceptance of the general terms and conditions of sale overleaf.

Date _____

⚠ BEFORE YOU PAY

Please **wait for our order confirmation** before making your payment, and quote your **invoice reference** in your payment order. For a bank transfer, ask us for our bank details.

GENERAL TERMS AND CONDITIONS OF SALE & DELIVERY

HCDS

I. GENERAL PROVISIONS – VALIDITY OF THE TERMS

These terms apply to sales concluded with HCDS, a French EURL (single-member limited liability company) with a share capital of €10, registered with the Romans-sur-Isère Trade and Companies Register under number 852 474 337, whose registered office is at 11 rue Pompery, 26500 Bourg-lès-Valence, France ("HCDS").

All our contracts are subject to these general terms and conditions of sale (the "Terms"). They also apply to any future business relationship, even where they are not expressly referred to. Terms of the customer that conflict with or differ from ours are not recognised unless they were accepted by HCDS before the contract was concluded; they then apply only to the contract for which they were agreed. Our Terms also apply where we have delivered to the customer without reservation while aware of the customer's conflicting or differing terms.

II. OFFER AND CONCLUSION OF THE CONTRACT

The customer makes a contractual offer when sending an order. The contract becomes binding when the customer receives an order confirmation e-mail from HCDS. If the customer gives a different delivery address, the contract is nonetheless confirmed. Where the customer acts under a mandate issued by a third party, the contract is concluded exclusively with that third party, provided that the power of attorney is presented and that HCDS expressly confirms the contract. In all other cases, a different delivery address has no bearing on the performance of the contract. HCDS reserves the right to refuse any order and, exceptionally and without notice, to terminate any contract already concluded if the print data supplied reveal pornographic, racist or politically extremist content, or content that breaches French law.

III. PRICES AND INVOICING

Prices include packaging, transport, postage and value added tax (VAT), unless otherwise stated in the order confirmation. Prices apply on the express condition that the customer does not subsequently change the delivery time stated in the original offer. Costs arising from later changes requested by the customer will be invoiced separately. Shipping costs cover a single shipment to the delivery address given by the customer. The same applies to costs arising from a bank's refusal to make a payment. HCDS issues invoices with a qualified electronic signature only. These invoices give full entitlement to input VAT deduction. By sending an order, the customer consents to this form of invoice delivery. Issuing the invoice is not a condition for the amounts owed by the customer to become due.

IV. DELIVERY AND PERFORMANCE TIMES

Delivery times apply only to deliveries within metropolitan France. Delivery times are given for information only. A firm deadline must be expressly agreed with, and stated by, HCDS. The stated delivery time is the planned dispatch time (leaving the warehouse). The delivery time starts on the working day on which the order confirmation is sent, once HCDS has received all the data needed for production. Delivery times are expressed in working days, i.e. Monday to Friday excluding public holidays. The delivery time is deemed to have been met if the goods have left the warehouse before it expires, or if the customer has been notified that the goods are ready. Meeting the delivery time is subject to HCDS receiving the supplies it needs correctly and on time. If HCDS is unable to meet the agreed delivery time, the customer must grant a reasonable extension in writing; once that extension has expired, the customer may terminate the contract. HCDS is not liable for any delay in delivery, or for any inability to perform, caused by external events (in particular strikes, closures, administrative orders or other unforeseeable impediments), including where such events affect its suppliers or their subcontractors, provided that HCDS shows that these impediments have a significant effect on the completion or delivery of the goods. HCDS may then either postpone delivery or performance for as long as the impediment lasts, plus a reasonable period to resume business, or terminate the contract in whole or in part. If the circumstances described above make performance impossible, HCDS is released from its obligation. HCDS must inform the customer of any such impediment without delay.

V. TRANSFER OF RISK

Where the customer is a trader within the meaning of Article L.121-1 of the French Commercial Code, the risk of accidental loss or damage passes to the customer when the goods are physically handed over to the carrier, and at the latest when they leave the warehouse for delivery to the customer, regardless of who bears the transport costs and even if transport is carried out by an employee of HCDS. If dispatch of goods ready for shipment, or their receipt by the customer, is delayed for reasons for which HCDS is not responsible, the risk passes to the customer, in accordance with Article L.121-1 of the French Commercial Code, when the customer receives the dispatch notice. Where the customer is a consumer, the risk of accidental loss or damage passes to the customer when the goods are physically handed over to them. This applies even if the customer is late in accepting the goods. At the customer's request and expense, HCDS can insure the shipment against insurable damage.

VI. PRINT DATA AND DUTY TO CHECK

HCDS carries out all print orders solely on the basis of the data supplied by the customer. These data must be supplied only in the formats and to the specifications set out in the customer's technical sheet. Fault-free printing is not guaranteed for other formats or specifications. The customer must carefully check the data it sends to HCDS; HCDS does not carry out such a check. The customer bears the risk of any defects resulting from incorrect data. At the customer's express request and where technically possible, HCDS may also process formats other than those listed in the customer brochure. HCDS is not liable for errors that may arise when data are converted into formats it can process; the customer bears the risk of the conversion. If print data are not supplied in CMYK, HCDS may convert them. Converting RGB data or ICC colour profiles regularly results in colour differences from the original, for which the customer is responsible. By supplying print data in a mode other than CMYK, the customer expressly accepts the risk of the conversion. HCDS provides the customer with the specifications for audio files. If the files do not comply with the technical recommendations provided by HCDS, HCDS reserves the right to refuse them. HCDS makes no technical changes to customer files and cannot be held liable for any problem with those files after manufacture. It is therefore the customer's responsibility to check that its audio files are free of errors before sending them to HCDS.

VII. COMPLAINTS

Obvious defects in the goods delivered must be reported to HCDS within two weeks of receipt; the date on which the notice is sent is decisive. Complaints arising from the customer's failure to follow HCDS's instructions on print and pressing data will not be accepted. This applies in particular to print products in RGB colours, at too low a resolution, using unsuitable fonts, or not complying with the technical instructions. A slight colour difference is not considered a defect. The same applies to colour differences compared with a previous order printed by HCDS. The customer must accept, where applicable, deliveries up to 5% below or above the quantity ordered; the quantity invoiced is then the quantity delivered.

VIII. WARRANTY

If the goods delivered are defective or lack warranted characteristics, HCDS shall, to the exclusion of any other warranty rights of the customer and at HCDS's option, (i) replace or (ii) repair the goods. If HCDS lets the additional period granted by the customer for the repair expire without replacing the goods or remedying the defect, or if the repair fails, the customer may either request a refund of the price against return of the goods (rescission) or request a price reduction, to the exclusion of any other claim. HCDS is liable for its replacement deliveries and repair work in the same way as for the delivery of the original goods. If only part of the delivery is defective, the customer may not reject the entire delivery. The limitation period for any warranty claim is one year.

IX. LIABILITY

HCDS is liable only for damage resulting from wilful misconduct or gross negligence. Its liability is excluded for damage that does not concern the delivered item itself, and in particular for any loss of profit or other financial loss of the customer. The above limitation of liability does not apply to damage resulting from injury to life, body or health caused by an intentional or negligent breach of duty by HCDS, its representatives or agents. Where HCDS's liability is excluded, this exclusion also applies to its employees, staff, collaborators, sales agents and agents.

X. OWNERSHIP, ARCHIVING, COPYRIGHT

Data carriers made and used by HCDS during production remain the property of HCDS. Computer data and other items that could be reused for later orders, as well as any semi-finished or finished products, are neither kept by HCDS nor handed over to the customer once the delivery time has expired. HCDS's products are made exclusively from the material supplied by the customer and contained in the print data provided. HCDS has no influence over the content of the products manufactured. The customer warrants that it holds all rights to use, transfer and publish the data supplied, in particular text, images and sound recordings. The customer is solely responsible for any infringement of third-party rights and for ensuring that the content of its products does not breach the law of the French Republic. The customer fully indemnifies HCDS against any claim made against it, in particular for copyright infringement or for the use of the data made available to it by the customer.

XI. RETENTION OF TITLE

Where the customer is a consumer, HCDS retains title to the goods delivered until the price agreed in the contract has been paid in full. Where the customer is a trader, HCDS retains title until all services provided under the business relationship between the parties have been paid in full. The customer may resell the goods. Where the customer is a business, it hereby assigns to HCDS, in case of non-payment, all claims arising from the resale to its own buyers, up to the total invoice amount (including VAT); HCDS hereby accepts this assignment. After the assignment, the customer remains entitled to collect the claim; this does not affect HCDS's own right to collect it. HCDS undertakes, however, not to collect the claim as long as the customer meets its payment obligations, is not in arrears and there is no risk of insolvency. If such a risk exists, HCDS may require the customer to disclose the assigned claims and the identity of the debtors, and to provide all necessary information and related documents. The customer must provide this information at its own expense and inform the debtors (third parties) of the assignment. If the customer is late with its payments, HCDS may withdraw its authorisation to collect claims from third parties. HCDS undertakes not to hold securities over the customer's assets exceeding by more than 20% the nominal value of the claims it holds against the customer; HCDS chooses which securities to release. In the event of a breach of contract, in particular late payment, HCDS may take back the goods and the customer must return them. Taking back the goods does not amount to withdrawal from the contract unless HCDS expressly declares so.

XII. DUE DATE, SET-OFF, RIGHT OF RETENTION

Unless otherwise stated in the order acceptance, the total price is payable on conclusion of the contract (on receipt of the order acceptance notice). Costs of financial transactions are borne by the customer. The customer may set off only claims that are due and undisputed. The customer may exercise a right of retention only insofar as its claim arises from the same contractual relationship.

XIII. GOVERNING LAW, JURISDICTION, SEVERABILITY

These general terms and conditions of sale and all legal relations between the seller and the buyer are governed by French law. Where the parties are traders, legal entities under public law or public institutions, the courts of the place where HCDS has its registered office have jurisdiction over any dispute relating to the contractual relationship. HCDS nevertheless reserves the right to bring proceedings against the customer before any other court having jurisdiction under the French rules of civil procedure. If any clause of these general terms and conditions, or any provision of another agreement, is held invalid, the validity of the remaining terms is not affected.

This English version is provided for information. In the event of any discrepancy, the French version prevails.