



URP MUSIC DISTRIBUTORS

A Division of UNITED RECORD PRESSING, LLC

453 Chestnut Street, Nashville, TN 37203

Phone: (866) 252-3520 Fax: (615) 301-9899

www.URPdist.com Orders@urpdist.com

Payment request:

Credit Card
(Visa, MC, Amex)

C.O.D. Cash

C.O.D. Check
(requires bank & trade ref.)

Terms
(requires bank & trade ref.)

Prepay/Wire

PayPal

PayPal email address: _____

Account Name _____

Legal Business Name _____

Billing Address _____

City _____ **State** _____ **Zip/Postal Code** _____

Country _____ **Website** _____

Phone # _____ **Fax #** _____

First Year of Business _____ **Federal Tax ID# (FEIN)** _____

Tennessee businesses are also required to attach a copy of your TN State Resale Certificate.

Wholesale <input type="checkbox"/>	Retail Store <input type="checkbox"/>	Retail Online <input type="checkbox"/>	Chain <input type="checkbox"/>	# of locations: _____
If a you are current coalition store member, check which one applies:		AIMS <input type="checkbox"/>	CIMS <input type="checkbox"/>	MMN <input type="checkbox"/>

Owner's Name _____

Phone # _____ **Email** _____

Main Buyer's Name _____

Phone # _____ **Email** _____

Main Buyer will be added to our Main List and Daily Arrivals list. List below any additional Email addresses to include on our Main mailing list (updates and important announcements) and our Daily Arrivals list:

Email _____ **Main & Daily Arrivals** **Main only**

Email _____ **Main & Daily Arrivals** **Main only**

Email _____ **Main & Daily Arrivals** **Main only**

SHIPPING INFORMATION:

Shipping Address, ONLY if different from billing address on page one:

Address _____

Address _____

City _____ State _____

Country _____ Zip/Postal Code _____

SHIPMENTS GOING TO A U.S. ADDRESS:

By default, we ship via UPS Ground, prepaid, and add the shipping charges to your invoice. We do not add any additional shipping or handling charges and charge the UPS published List Rate.

To use FedEx, you must supply a shipper #. We do not prepay FedEx shipments.

Select Shipping Method:

- UPS Ground, prepaid by URP and added to your invoice**
- UPS Ground, applied to your shipper account #. Your UPS shipper #: _____**
- FedEx Ground, applied to your shipper account #. Your FedEx shipper #: _____**
- U.S. Post Office Media Mail, prepaid by URP and added to your invoices (not a recommended method)**
- Local pick up (if you are near our Nashville warehouse and will pick up at our location)**
- OTHER: please advise: _____**

Select One:

- Your shipping address is a Commercial Address
- Your shipping address is a Residential Address

Optional:

- Add insurance. UPS and FedEx only insure shipments for up to \$100 at no additional charge.
- Add "signature required" to delivery

SHIPMENTS GOING TO AN ADDRESS OUTSIDE THE U.S.:

By default, we ship via UPS Worldwide Expedited, prepaid, and add the shipping charges to your invoice. We do not add any additional shipping or handling charges and charge the UPS published List Rate.

To use FedEx, you must supply a shipper #. We do not prepay FedEx shipments.

Select Shipping Method:

- UPS Worldwide Expedited, prepaid by URP and added to your invoice**
- UPS, applied to your shipper account # (complete next two lines):**
 - **UPS International Shipping Service: _____**
 - **Your UPS shipper #: _____**

OTHER: please complete below:

Shipping company name used in US: _____

Level of service: _____

Shipper account # (if applicable): _____

Contact person's name in US (if applicable): _____

Contact person's phone # in US (if applicable): _____

Contact person's email in US (if applicable): _____

Complete this page ONLY if you are applying for payment by Credit Terms or COD Company Check
(if you are paying by Credit Card, PayPal, Prepay/Wire, or COD Cash, skip to the next page)

Accounts Payable Person's Name at your company _____

A/P Email _____ A/P Phone # _____

A/P Fax _____ D-U-N-S # _____

Bank Name _____ Checking Account # _____

Bank Representative's Name _____ Email _____

Bank Phone # _____ Bank Fax # _____

Trade References (must be in the music industry and located in the U.S.)

Company _____ Terms _____

Accounts Person _____ Email _____

Phone # _____ Fax# (required) _____

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Company _____ Terms _____

Accounts Person _____ Email _____

Phone # _____ Fax# (required) _____

Trade References (must be in the music industry and located in the U.S.)

Company _____ Terms _____

Accounts Person _____ Email _____

Phone # _____ Fax# (required) _____

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Company _____ Terms _____

Accounts Person _____ Email _____

Phone # _____ Fax# (required) _____

GENERAL TERMS AND CONDITIONS

1) Invoices

All invoices are to be paid as set forth by the approved current terms granted to your account. If not paid by such time, your account will be past due and further shipments are subject to be put on hold. All past due invoices will incur an interest at the rate of 1½% per month. All returned checks and chargebacks will incur a minimum of a \$25 fee.

2) Ordering

- a) We recommend if you can please use our Excel files when placing orders by filling in the quantity you want under the Order column and next to the item you are ordering. Re-save the file and email the file back to us. This way we can import your order into our system. Otherwise, if you are sending your orders in another format, if you can please include the "SKU" # for each title you order exactly as it appears on our database files, to avoid any confusion when processing your orders. There are many titles in our system which are very similar to one another, or the same title can appear more than once, but perhaps a different pressing.
- b) URP has no minimum order requirement.

3) Restrictions

- a) Some items URP offers are not available for export outside the U.S.
- b) Most items URP offers have street date restrictions. Most items are not to be displayed and sold in stores until the street date we provide.
- c) Selected items are only available to independent brick-and-mortar retail stores.
- d) We encourage stores to sell items at the Suggested Retail Price (SRP) that we provide.
- e) URP reserves the right to allocate orders on titles when they are limited and we do not receive enough units to cover all our backorders. This allocation is made and determined at our sole discretion.

4) Backorders / Preorders

- a) By default, all orders placed on items or quantities that we do not have in stock, will go onto backorder for you and we immediately order up those items for you with our suppliers, if they are not already on order. Generally, most catalog stock items we can get back in within 2 weeks (it can be as quick as 1-2 days, or it can be longer if our supplier is out of stock). All backorders will remain in our system for you until completion, or we otherwise advise you that the item has been deleted. **If you prefer no backorders, please specify this at the time you place your order** and only in-stock items will then be processed for you. All items ordered, whether in stock or those that go on backorder, are considered final sales and cannot canceled or have quantities reduced unless we approve those changes, but those decisions are our sole discretion and can be made with or without reason. Generally, this is because our system automatically reacts to all orders processed and immediately begins generating replenishment orders or special order purchases to fill backorders with our suppliers and since most vinyl we buy is one-way, we need to make these certain restrictions.
- b) Preorders are strongly recommended on all upcoming releases. We do not bring in all items on our upcoming list and base our purchasing from customer's feedback and backorders in our system. Many items we only bring in minimal quantities. So to ensure the best fill for your orders, we recommend preorders. Preorders are handled in the same manner as backorders, as stated in the previous paragraph.

5) Shipping

- a) URP will make the best effort to process all orders in time for your pick up, based on the time set forth by the freight company. URP will not be held liable for any delays. URP ships domestic orders via UPS Ground, by default, prepaid and the shipping charges are applied to your URP invoice. Additional insurance is optional and must be requested at the time you place your order. Credit card, PayPal and prepaid shipments will be held until a payment arrives or has been approved. In most cases, orders placed by 1:00pm Central Time, will normally ship the same day.
- b) On the day you ship, you will receive an invoice that evening from our warehouse, via email, that will include the details of your order, including showing you what remains on backorder, your total, shipping tracking # and more. Please save our warehouse's email address in your email address book, so their emails do not end up in your spam/junk folder. Please save warehouse@urpdist.com

6) PayPal Orders

- a) PayPal orders get invoiced after the order is picked, packed and any applicable shipping charges have been

applied to the order. Once that is done, we will send out a PayPal Money Request to your email address on file. We hold your order until payment is received.

- b) All PayPal payments are to be made in U.S. Dollars.
- c) We do not charge additional fees to PayPal orders over \$150. PayPal orders under \$150 will incur a 5% surcharge.

7) Receipt of Shipment

Please review your shipment carefully. URP takes pride in packaging your shipment to ensure a safe delivery. Damaged merchandise must be claimed within 24 hours of receipt and is exchangeable or replaced only. Credit will only be given if items are no longer available. All misships or damages must be reported to URP Music Distributors customer service. If the outside boxes were damaged, we will report the claim to UPS or your freight forwarder. Please take photographs and/or save the damaged cartons as evidence in making this claim. URP will provide you with return shipping instructions and a tracking number which must be attached to all returned packaging. All overages must be reported to URP following the same procedures. Any overages not reported then become part of accepted merchandise for which you will be billed for and will be your responsibility.

8) Return Policy

Unfortunately, there are no returns on vinyl and merchandise. Product is sold on a one-way basis.

9) Condition of Sale

All orders received by URP are considered binding and cannot be refused or cancelled for any reason. Any shipment or payment refusal for merchandise ordered will be considered a breach of contract. A breach of contract will subject your account to possible revocation of terms, or possible legal action. Any refused shipment for merchandise ordered will make the customer liable for all freight costs. Certain items are not available for sale to the public in advance of the release date set forth by the record labels, and some items are not exportable, and any violation is considered a breach of this contract. All product descriptions (including release dates, prices, export restrictions, format alterations, etc.) are subject to change and will be announced in an email once we are notified. We attempt to best describe each product accurately as possible, but we do not warrant that the information is current, complete or error-free. All sales are final. We reserve the right not to sell any account for any or no reason at our sole discretion.

10) Disclaimer

URP is not responsible for inaccuracy of information available to its customers based on information from URP's suppliers and makes no warranty or representation to the accuracy of this information. Product information is subject to change without notice. URP makes our best effort to update you with all product changes as we are made aware. It is the customer's responsibility to review our regular "Updates" email with all product changes. These changes can include format change, price change, description changes, etc.

11) Agreement

This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties otherwise it is intended to be the final, complete and exclusive agreement. This Agreement shall be governed by the laws of the State of Tennessee and the courts of such State shall have exclusive jurisdiction. URP reserves the right to amend provisions contained in this agreement upon written notice to the parties.

We declare that the above information is true, correct and complete and is given to induce URP to extend credit. We authorize URP to make such credit investigation as URP sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to URP any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated above and agree to all of those terms and conditions.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

CREDIT CARD APPLICANTS

Name as it appears on card _____

Billing address for credit card _____

City _____ State _____

Country _____ Zip / Postal Code _____

MasterCard Visa American Express

Card Number _____

Expiration Date _____ CCV Number _____

Shipping address (if different from billing address)

Address _____

Address _____

City _____ State _____

Country _____ Zip / Postal Code _____

Shipping address phone # _____

I hereby certify that the information provided herein for the purpose of using my credit card is true and accurate to my knowledge. I acknowledge that I have read and fully understand the terms and conditions of sale contained herein and that I accept them as fully set forth therein. I expressly agree to be bound by the terms of sale section contained in the subject application. Furthermore, I hereby personally guarantee all debts incurred by myself to URP Music Distributors. If a shipping address is filled in, above, this signature authorizes URP to ship my orders to that address and apply any applicable shipping costs to my credit card.

Signature of Credit Card Holder: _____

Printed Name: _____

Date: _____