

TERMS & CONDITIONS FOR CO-RELEASING

This is not a legal document This covers notice of what is expected of any parties entering into agreement with Winter Solace Productions (henceforth referred to as Winter Solace) acting under the name of Winter Solace Productions, Thousand Years Empire, a silent partnership, or any company names entering into an agreement with another party to jointly manufacture a product.

Recording Artist is defined as the person who either recorded the music or appropriate representative.

The production process is defined as the following: 1. When both parties enter into an agreement to have physical media manufactured & subsequent negotiation of terms. 2. The process of mastering (if applicable) the music. 3. The process of artwork production. 4. Any pre-order campaign (for Vinyl Records & Textile Products only) to raise production funding. 5. The process & timeframe by which Winter Solace Productions is paying for manufacturing/the duration of manufacture. 6. Disbursement of royalties to the recording artist or entity of licensing in the form of either physical goods or monetary compensation. 7. Any other matters related to licensing with third party companies taking place after step 6. The process formally begins at step 1 and ends with step 6 or 7 (if applicable) being completed

Negligence/Negligent in this document is defined as any actions caused by: Willful or accidental negligence, cognitive impairment, mental handicap/incapacity, insanity (be it permanent or temporary) or other issues related to mental illness, intoxication, lack of comprehension of the English language, physical illness, incompetence, lack of experience & any other behavior that would not constitute that actions of normal human behavior.

Upon entering into an agreement with Winter Solace it is to be known the following points.

1. Winter Solace Productions retains the right to terminate the partnership at anytime without giving a reason with the subsequent policies of cancellation being followed.
2. In addition to the terms outlined within the policies of cancellation, Winter Solace will request reimbursement in full for any losses/expenses related to all issues related to copyrighted material being rejected by any production facility. An example of this would be sampling.
3. The entities in which the following conditions of security can be applied to are: Winter Solace, people acting as agents of Winter Solace Productions, Winter Solace provided third party services & customers of the Winter Solace mail-order.
4. These policies are not applied for events initiated by any production plant unless a specific production is requested by the recording artist.
5. These terms do not protect any third party services who's services are not normally used by Winter Solace.

6. In the event of any failure to reply to correspondence or failure of the other party to send there portion of the funds in a timely fashion the joint partnership will be terminated.

THE POLICY OF CANCELLATION

In the event of the released being cancelled prior to manufacture Winter Solace production may request reimbursement for any third party services rendered out (mastering & graphics) which can be paid for by any entity.

In the event of the release being cancelled during the process of manufacture (step 5) due to circumstances unrelated to the plant of production Winter Solace productions will require reimbursement of any expended funds. This provision is not applicable in the event that the cancellation is initiated by the production plant refusing to work on the project or legal issues related to the subject matter.

THE POLICY OF REIMBURSEMENT

Winter Solace Productions will request reimbursement for the following items.

1. Any acts of negligence that either impede or prevent the manufacture. (Step 5)
2. Any acts of gross negligence that impede or obstruct any part of the production process. The term gross would imply excessive, but the right to request reimbursement for ANY actions of negligence is retained.
3. Any expenses related to a failure of any third party who is not normally used by Winter Solace to provide services. An example would be me having to get my graphics people to redo the artwork of another unknown designer.
4. Any expenses related to returned/rerouted packages, including storage (starting at \$1 US per day or a minimum of \$20), repackaging and the penalty for failure to pay import taxes or any other postal fees.
5. Any expenses related to either printed parts or physical media having to be re-manufactured.

IN THE EVENT OF REIMBURSEMENT

For expenses over the amount of \$200 dollars – This will result in the termination of the partnership.

Failure of reimbursement – Public termination/blacklisting.

This document has not been formally proofread and any grammatical inaccuracies can't be used as justification to avoid any of the provisions.

This document may be applied retroactively at the discretion of Winter Solace.