

Terms & Conditions

For the purposes of these terms and conditions the words “we” “us” “our” “Pro8” and “Pro8mm” refer to the company Pro8mm by Super8 Sound and the words “you” “your” “yours” and “customer(s)” refer to any person (or agent acting on behalf of such person) purchasing products from or using the services of the aforementioned company

Turnaround times

All turnaround times quoted in this price list are NOT guaranteed. Every customer works to a different schedule with every job having a different degree of urgency of which Pro8mm is unaware. We are therefore unable to accept any responsibility for delays of any kind that result in any item not arriving within your required deadline. We always do our best to work within the times quoted but it is your responsibility to ensure that you have allowed extra time for unforeseen delays. Pro8mm will not refund or credit for any delayed items, whether or not caused by our own fault.

Damaged or lost film, video tapes and equipment

The purchase from us or delivery to us of any film, video-tape or equipment for any purpose including processing, cleaning, video transfer, shipping or any other reason constitutes an agreement by you that if any such film, video-tape or equipment is damaged or lost by us while in our possession it will be replaced with an equivalent amount of unexposed film, processing, video-tape or equipment. Except for such replacement, the handling of such film or video-tape by us is without warranty or liability even though damage or loss is caused by our negligence, our agents' negligence or other fault. We will assume no responsibility for the content value of your material. If you believe that your material has or will have at any time a value that exceeds the raw material cost then it is your responsibility to obtain the relevant insurance cover from an outside vendor.

Shipping & handling

Pro8mm uses UPS (United Parcel Service) for all shipments. UPS have an excellent track record for delivery, a responsible claims department and convenient tracking capability. If you require the use of another shipping service Pro8mm will handle the packaging of your parcel for a \$15.00 fee and all other arrangements beyond packaging must be made by you. We will not track, trace or take any responsibility for insurance or mislabelling of any parcel not sent out through Pro8mm's UPS account. Items in transit with UPS are automatically insured for a nominal value of \$100. If any item is accepted by UPS to have been lost, broken or stolen while in transit with UPS and this results in a payment being made from UPS to Pro8mm of the \$100 nominal insurance figure, this \$100 will be credited to the customer against Pro8mm products and services. Monetary settlements will not be entered into between Pro8mm and the customer. Claims for compensation from the customer direct to UPS will not be entertained by UPS and will not be supported by Pro8mm. As the shipper of outgoing items, Pro8mm will deal direct with UPS in all circumstances relating to the shipping of outgoing items.

Insurance

Pro8mm does not provide any insurance of any kind beyond the replacement value of the raw material cost of your film, video-tapes or equipment. If your film, video

tapes or equipment have a value beyond the material cost of replacement then it is your responsibility to obtain the relevant insurance cover from an outside vendor.

Payment terms

Due to the large number of our customers using Pro8mm products and services for un-funded productions and "works in progress" we regret that we cannot offer credit or account facilities. Payment must be made in full on delivery of film for processing, cleaning or video transfer, and on collection of serviced equipment. We reserve the right to with-hold raw materials, exposed/transferred materials and equipment until full payment has been made. Payment can be accepted by cash, check (with proper verification), Mastercard, Visa and American Express.

Tape stock policy

All video tapes provided by the customer must be new. We will not record on any used tape. Pro8mm will not accept responsibility for glitches, unstable color or picture or any other problem arising from faulty stock. We therefore recommend that transfers are mastered on in-house tape stock to ensure the highest quality and reliability.

Refunds

Pro8mm has a no refund policy. All sales are final. We do not offer returns of any kind. Unfortunately, many small struggling film ventures took advantage of our open return policy and for the benefit of our entire customer base we cannot continue to absorb this expense. At our discretion we may agree to purchase back any item we sell except film stock at competitive resale prices.

Repairs

Pro8mm has a comprehensive service center for all the equipment we sell. All items are covered by a 90 day parts and labor warranty. Repairs not covered by warranty will be charged at \$95.00 per hour plus parts. We can provide a limited repair service for other Super8 equipment on a "best attempt" basis. Items for repair should be sent in with payment for a half hour minimum charge to cover evaluation, estimation or minor servicing. Please be advised that due to the unavailability of parts and service manuals most Super8 equipment may not be economically repairable and the repair estimation fee is non-refundable.

Discounts

Pro8mm has a comprehensive discount policy for combined film/processing/transfer packages. Please refer to the discount package section in this price list. The only other item available at a discount is the special student price of \$12 for processing of black & white super8 reversal film. The student black & white super8 processing rate is only available with valid student identification which must be presented when handing in film for processing. Students without the relevant identification will be charged the regular price without exception. Students sending black & white super8 reversal film in by courier or mail or by another third party should be prepared to fax a copy of their student identification and a covering letter signed by a college professor to verify their status. Pro8mm offer black & white super8 reversal film at a low price of \$28 including processing so we encourage you to purchase process-paid film in the first instance. The student discount for black & white super8 reversal

film processing cannot be claimed against process-paid black & white super8 reversal film or claimed after payment of the regular processing price. Students must not hand in film for processing on behalf of another individual to claim the discount for them. Failure to adhere to the above principles and any other abuse of this system may lead to its withdrawal. Please don't be a super8 cheat!

Storage

All film, video-tapes and equipment sent to us will be stored free of charge for 60 days from the day of completion of Pro8mm's processing, cleaning, video transfer or equipment repair work. If you have not arranged collection of your film, video-tapes or equipment within 60 days from the day of completion then we will assume that it has no further value to you and it will be disposed of. It is your responsibility to keep in touch with us and with your work.