





## AUDIO & VIDEO DUPLICATION ORDER FORM

Company: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

SOURCE	FORMAT	LENGTH	 MEDIA OUTPUT
SOURCE	FORMAT	LENGTH	 MEDIA OUTPUT
SOURCE	FORMAT	LENGTH	 MEDIA OUTPUT
SOURCE	FORMAT	LENGTH	 MEDIA OUTPUT



\_\_\_\_ Envelopes & Sleeves



\_\_\_\_ CD/DVD Case



\_\_\_\_ DVD Mailer & Case

MEDIA PACKAGING

Please indicate the quantity for your media packaging.

Please read the Terms and Conditions, and Intellectual Property Rights below before signing.

**Payment required for job production to begin:**

All payment or 50% deposit is required up front, for first time clients, prior to the start of production with the balance due before shipping your final project to you.



**We accept Visa, MasterCard, and American Express.**



## TERMS AND CONDITIONS

By receiving ABS Technologies terms and conditions you acknowledge that this is a binding legal agreement between ABS Technologies and users of media for Digital duplication services provided.

Duplication service offered on the web site [www.absTechnologies.net](http://www.absTechnologies.net) is provided without warranties of any kind, whether expressed or implied to the fullest extent permissible pursuant to applicable law. ABS Technologies disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. ABS Technologies does not represent or warrant that the services provided will be error-free or that defects will be corrected. ABS Technologies does not make any warranties or representations regarding the use of the materials provided in terms of their correctness, accuracy, adequacy, usefulness, timeliness, and reliability or otherwise.

### *Limit of liability*

ABS Technologies is not responsible for late, lost, damaged or misdirected mail. ABS Technologies does not warrant that Media to Digital duplication services will fit all users' particular purposes, and is not liable for any damages or losses of any kind to the original media provided by the client. Liability of ABS Technologies is limited to replacement of such media with blank either CD or DVD of the same kind only.

By submitting an order the client declares and warrants that all materials provided for duplication are not in violation of any copyright laws. The client will indemnify and hold ABS Technologies harmless in respect to any claims or demands by any third party that infringes upon any Copyright law. The video materials submitted were either created by the client or has the right to permit ABS Technologies to perform duplication services, or the client has the permission of the copyright owner to duplicate materials and written release form is provided.

### *Acknowledgement*

Having read and understood this agreement, you acknowledge its priority to any order, engagement or advertisement, and agree to its terms.

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Please Print

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Requested Completion Date

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Client Signature

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Today's Date

## INTELLECTUAL PROPERTY RIGHTS (IPR) FORM

ABS Technologies supports the effort of protecting owners' intellectual property (IPR) from copyright infringement. Therefore, we ask that you complete the form below to consider your order of processing.

**Project Title:** \_\_\_\_\_

**Distribution with an:**    \_\_\_ Organization    \_\_\_ Retail    \_\_\_ Free to Public    \_\_\_ Other

**Countries Where Distributed:** \_\_\_\_\_

**Are you the IPR owner for the entire disc contents?**    \_\_\_ YES    \_\_\_ NO\*

\_\_\_ **1. CD-Audio/DVD-Audio Content**

Is this a compilation, songs by more than one artist or band?

Artist(s) \_\_\_\_\_

Project/Title: \_\_\_\_\_

Genre: \_\_\_\_\_

A list of track titles, artist, and IPR owner (typically the performer or the label, not necessarily the composer) is REQUIRED. Any sampling or mixing of other recordings not owned (regardless of type, quantity and length) requires licensing of those original recordings. If you are not the IPR owner (typically the performer or the label) of every track, proof of replication licensing from the IPR owner(s) is REQUIRED.

\_\_\_ **2. CD-ROM/DVD-ROM Content**

If you are not the IPR owner for your entire project, list all the non-owned software, freeware and shareware products included in your project. Attach the necessary distribution licensing documentation from the IPR owner. Please note that some shareware and freeware products require distribution licensing. Consult the software vendor to learn what is necessary.

\_\_\_ **3. CD-Video/DVD-Video Content**

If you are not the IPR owner, proof of replication licensing from the IPR owner(s) is REQUIRED. (If audio is separately licensed, complete the Audio section and provide the necessary Audio/Video Synchronization licensing).

**PLEASE NOTE:**

- This form must be completed by the individual or organization ordering replication, not by a broker or intermediary.
- “Owned” content means that the individual or organization submitting this form is the Intellectual Property Owner of the material to be duplicated.
- Licenses must be obtained. Letters of indemnity (affirming ABS Technologies is not responsible for any copyright infringements) are not acceptable.

I affirm that all information provided herein is true and that all disc content indicated as being “licensed” are property licensed for replication under the terms and the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am the intellectual property rights owner for all the contents indicated as being “owned” and approve of replication. The replicator reserves the right to refuse the processing of any order that appears to fail to demonstrate compliance with IPR laws.

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*Please Print Organization Name*

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*Date*

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*Client Signature*

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*Telephone Number of Person Placing This Duplication Order*

**~ IMPORTANT ~**

**Please complete and include these forms with your order when you ship your master.**