

119/68 หมู่ 3 ซอยสยามธรรมี ถนนคูบอน แขวงท่าแร้ง เขตบางเขน กทม 10220

*This document contains two (2) pages; BOTH REQUIRE SIGNATURE.  
Revision Dated: December 2005 - In Accordance with Kingdom of Thailand Regulations*

**Intellectual Property Rights (IPR) Declaration Form - this side**  
**Terms & Conditions of Replication (CD - DVD - Ei Client Agreement) - reverse**

**1. Are you the IPR owner for the entire disc contents?** YES  .....> LICENSED   
NO\*  OWNED

Letters of Indemnity are not adequate.

LICENSED content requires proof of licensing for replication

OWNED content indicates the individual/organization completing this form is the IPR owner

\*If not IPR owner, list all include non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner. Some shareware and freeware products require distribution licensing. Consult the software vendor for what is necessary.

**2. IPR Owner Details:**

FULL NAME .....

ADDRESS .....

TELEPHONE ..... FAX .....

ORGANIZATION/COMPANY ..... ID/PASSPORT No. ....

**3. Data Type:** Name of Work .....  
Audio  Video  Text  Marketing Tools  Applications   
Other .....

**4. Distribution of Discs :**  
Within ORG  Retail  Free to Public  Other .....

**3. Countries of Distribution** .....

I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am that intellectual property rights owner for all contents indicated as being "owned" and approve of replication. I agree to abide by the current version of the Anti-Piracy Compliance Programme procedures and standards of the International Recording Media Association (available at [www.recordingmedia.org](http://www.recordingmedia.org)).

I authorize Erawan interactive Co., Ltd to produce (name of work) .....  
in the quantity of ..... CD/DVDs

I indemnify Erawan interactive Co., Ltd against any consequential, incidental, indirect or special damages of any kind, whether arising out of warranty or other contract, negligence or other tort or otherwise.

Signed ..... Date .....

## TERMS & CONDITIONS - CD - DVD Replication

**Materials:** The Customer is responsible for disc content and unless hired to do so, Erawan interactive (Ei) does not modify or test disc content. We rigorously respect the privacy and security of Customer's materials, ideas, and artwork, and will make every effort to protect intellectual property of both customers and third parties. We use extreme care when handling customer's source materials, however, we are not liable for any damage to materials. We will store source materials according to our general materials policy (see <http://www.erawanet.com/terms.html>). We reserve the right to refuse any order.

**Delivery:** Ei will do everything possible to make delivery dates, however, delivery dates are estimates and we shall not be liable for any delays in delivery. In no event shall Ei be liable for any of Customer's lost profits or any other special or consequential damages.

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Ei reserves the right to participate in the defense of any third party claim which Customer is obligated to indemnify Ei as provided above at the expense of the Customer.

**Warranty:** Ei will manufacture exact bit for bit copies of the data source provided. Our products are warranted against manufacturing defects in quality and workmanship. Customer must make any claims of non-conformity to Ei in writing with reasonable particularity within ten days following the date of delivery. The Customer's exclusive and sole remedy, and Ei's sole obligation, for breach of such warranty reported during the warranty period shall be, the replacement of nonconforming products. This limited warranty does NOT apply to any product that has been subjected to misuse, negligence or accident. Ei shall make the final determination as to the existence and cause of any alleged defect.

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I have read, understand, and accept the terms and conditions of this replication agreement.

Signature ..... Printed Name .....

Date ..... Company/Job Title .....