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This order form is valid for residents of **countries in the European Union***.

Presenting the Ableton Family



OPERATOR SAMPLER ANALOG TENSION ELECTRIC COLLISION



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Order Form for New Customers

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- Manual Language:**
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- Ableton Live 8 Full Version Boxed** 219 EUR
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- Ableton Live 8 Full Version Download** 169 EUR
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- Live Intro Boxed** 99 EUR
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- Manual Language:**
English German French Japanese



- Live Intro Download** 69 EUR
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**To help save paper, please fax pages containing order information only (p. 2, 3, 4).
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- I hereby confirm that is a currently enrolled student / lecturer at (Academic Institution).

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Zip Code
Country
Telephone
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Shipping Address (for all boxes + installation discs)

same as billing address
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City, State
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I know that Ableton reserves the right to refuse my order if my academic affiliation cannot be verified and educational versions of Live can only be resold to students or teachers with proof of educational status.

I have read and accept Ableton's General Terms and Conditions (GTC), attached here on page 5.

.....
(Place, Date)

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(Signature)

Important Information for Credit Card Payments and Wire Transfers

To avoid order delays, complete all required fields and print clearly.

Important Information for Credit Card Payments:

For security purposes, please send the following information via fax (+49 30 288 763 13) or phone (+49 30 288 763 231). Ableton cannot accept emails containing credit card information in the text or attachment. To avoid order delays, please make sure that all fields are filled out correctly.

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Please charge my credit card for the total amount of EUR

Card Type Visa EuroCard/Mastercard (no debit cards)

Card Holder

Credit Card No.

Expiration Date / (MM/YY)

CW (3-digit code on the back of your credit card)

Card Holder's Signature

Important Information for Wire Transfers:

Please wait for your personal reference code before completing the transaction.

Account Holder	Ableton AG, Schoenhauser Allee 6-7, 10119 Berlin, Germany
Credit Institution	HSH Nord Bank, Gerhart-Hauptmann-Platz 50, 20095 Hamburg, Germany
Account No.	1000063093
Bank Code	21050000
SWIFT Code	HSHNDEHHXXX
IBAN	DE 74 21050 0001 0000 63093
Reference Line	Please include your personal order code in the reference line of the wire transfer.

General Terms and Conditions (GTC)

1. Applicability

These General Terms and Conditions are applicable and binding to all Shipments, Services, Agreements, Commissions, Offers and Proposals by Ableton AG (hereinafter the „Seller“). With the placement of any purchase order, acceptance of any goods delivered or services rendered, the Purchaser accepts these General Terms and Conditions and the regulations contained herein. Divergent stipulations from these General Terms and Conditions are legally valid only if they have been agreed upon explicitly and executed in writing by the Seller. Any Offers and Proposals, which includes any pricing, made by or through the Seller in whatever form are not binding and without obligations, unless the contrary has been stated explicitly. Any Purchase Orders or Commissions have to be accepted and confirmed in writing by the Seller to be legally binding and effective.

2. Pricing

Prices may be listed in Euro, US Dollars or any other national currency with or without VAT according to applicable national and international tax regulations and are quoted Ex-Works, excluding packaging, freight, insurance, postage or any other local applicable duties and taxes.

3. Payment Terms

All payments are due immediately upon receipt of invoice and have to be made according to the Quotation of the referring invoice for all goods and services ordered. Any discounts or special payment terms have to be agreed upon in writing to be effective and binding. Payment in full is effected when the total invoice amount is at Sellers disposal. The Acceptance of checks or any other method of payment is at the sole discretion of the Seller. Any acceptance shall be made only for the purpose of full payment and does not constitute any extension of payment terms. Additional costs related to Check Payments, Discount Rates or any other expenses for allowances are on account of the Purchaser and due immediately. Purchaser agrees to pay to the Seller any additional costs, fees, expenses and interests resulting from the non-compliance with the Payment Terms and Conditions. Additionally a fee of 10 Euro per Late Payment Notice send to the Purchaser will be charged. Purchaser is only permitted to offset payables against liabilities if any claims are undisputed or confirmed by a court of law. If there are any questionable pecuniary circumstances with the Purchaser such as fiscal deterioration or any such factors come to knowledge subsequently, then the Seller shall be entitled to demand immediate full payment of the amount outstanding and/or to request prepayment or a security deposit.

4. Right of Withdrawal for the Consumer

If Purchaser is a consumer, Purchaser can revoke Purchaser's declaration of intention to conclude the contract without stating any reasons within one (1) month in textual form, e.g. letter, fax, E-mail or by returning the goods received to the return address to be found on the delivery note. The revocation period does not commence before Purchaser has received an E-mail confirming the order and in the case of delivery of goods not before the day on which they reach the Purchaser. Punctual dispatch suffices to comply with the time limit. The revocation must be declared to: Ableton AG, Schoenhauser Allee 6-7, 10119 Berlin, Germany, Fax: +49 30 288 763 11, customercare@ableton.com, www.ableton.com. The goods must be returned to the return address to be found on the delivery note.

In case of an effective revocation, any performance received by one party is to be returned to the respective other, as are benefits derived from such performance, e.g. interest. If Purchaser cannot return the goods received in whole or in part or if Purchaser can only return the received goods in a deteriorated state, Purchaser must pay compensation for value insofar. There is no duty to pay compensation for value, if the sole cause of deterioration of the good(s) received was the inspection of the respective good(s), as would have been possible in a retail shop. For the rest Purchaser can avoid paying compensation for value in respect of deterioration in the good(s) as a result of their/ its proper use, if Purchaser does not use the good(s) the way Purchaser uses Purchaser's own property and refrain from doing anything that would curtail the value of the good(s). If the value of the order does not exceed Euro Forty (€ 40) and the good(s) delivered correspond to the good(s) Purchaser ordered, Purchaser has to bear the costs of return. If Purchaser is an EU-resident and if the value of Purchaser's order exceeds Euro Forty (€ 40) the costs of return will be borne by Ableton. Purchaser's Right of Withdrawal expires early, if Ableton has begun to provide the service with Purchaser's express consent before the end of the revocation period or if Purchaser has occasioned this himself or herself (e.g. by the means of download).

5. Delivery Terms

Delivery times are not binding and are merely estimates. Exceeding delivery times, unless proven due to intention by the Seller, can never give claim to any compensation. Any dates, periods or deadlines for delivery of goods and services have to be agreed upon in writing. Such dates or deadlines are only valid subject to the receipt and acceptance of a complete set of documents necessary to properly execute the Purchase Order by the Seller. In case the date of delivery is postponed or the Seller is released from his commitment, the Purchaser is not entitled to claim any compensation. The Seller is entitled to choose part delivery at any time.

6. Force Majeure

The Seller shall not be liable for any damages caused by Force Majeure (act of god), including but not limited to any delays in deliveries or execution of services under this contract which may impede or prevent the Seller from the proper execution of the Purchase Order. Any such occurrence shall entitle the Seller to postpone the execution of delivery or services or to withdraw from the contract for those parts or in whole not yet executed.

7. Shipment and Risk Transition

The transportation risk transfers to the Purchaser upon acceptance of the goods by the designated carrier or as soon the goods exit the Sellers facilities for shipment.

8. Warranty

The Seller warrants that at the time of delivery any goods are free of defect and functioning. Goods being found defective, missing features and characteristics or becoming defective due to fabrication deficiency or material defects within the warranty period, then the Seller shall at his sole discretion and evaluation replace or repair the defective parts or goods. Multiple repairs shall be permissible. The warranty period commences with the date of delivery. Non-compliance with the operation and maintenance instructions, any alterations or modifications to the goods delivered, changing or utilizing any parts or materials not conforming to the Sellers specifications will immediately render any warranties null and void. For a warranty claim, the Purchaser has to prove to the Seller beyond a reasonable doubt that none of these actions caused the goods to be defective or deficient.

9. Limitation of Liability

The Seller shall only be accountable for any tangible damages, which are due to intentional and gross negligent breach of contract by the Seller or a legal representative of the Seller. In case of a simple negligent breach of contract, the Seller shall only be liable if it applies to specific and essential obligations within the contract. The Seller shall not be accountable for any tangible damages, which have not been caused by intentional and gross negligent breach of contract by the Seller or a legal representative of the Seller or by failing to execute any specific and essential obligations within the contract. Any tangible damages and compensations are limited to and shall not exceed the replacement costs of the goods delivered or the total amount of the contract value.

10. Changes in Hardware and/or Software

The Seller reserves the right to any design and manufacturing changes of hardware and/or software without prior notice at any time. The Seller reserves the right to announce any such changes through his normal information channels like dealer info by fax or by e-mail to make such information available to the end-user. Any responsibility for passing such information is up to the respective dealer. The Seller under no circumstances is required or obligated to perform any such changes to existing, sold and delivered goods.

11. Copyrights

Any Drawings, Diagrams, Conceptual Studies and all other technical specifications and documents, that may form part of a Proposal, Quotation or Offer, will remain the Sellers sole property. In case no Purchase Order or formal Contract is signed, any such Drawings, Diagrams, Conceptual Studies and all other technical specifications and documents have to be returned immediately and without further request to the Seller. It is strictly prohibited to keep back any copies, whether in electronic or printed form. It is further understood and agreed that any handout of such documents to third parties may cause irreparable harm to the Seller. It is the sole responsibility and obligation of the Purchaser to prevent any such occurrence. The copying of software is only and exclusively permitted for backup reasons (backup copy). Any disassembling, de-compilation or re-engineering of delivered hard- and/or software or components constitutes a breach of the contract and license agreement. Any breach of contract or infringement to the license agreement by the Purchaser will entitle the Seller to minimum damages of five (5) times the total contract value. Furthermore, the Seller reserves the right to pursue separate and additional punitive claims from the Purchaser. All delivered goods shall be used only within the agreed upon specifications, scope of work, on the number of stations as stated and agreed within the contract, Purchase Order or respective Invoice and only for the agreed upon purposes.

12. Permissions

It is the Purchasers sole responsibility to obey and conform to any local and/or state restrictions in the purchase, operation and/or use of the purchased goods. Any necessary licenses, permits, approvals and/or permissions that may apply and the costs arising thereof, are the sole responsibility of the Purchaser.

13. Rights of Ownership

The Seller reserves the rights and ownership to any and all delivered goods until receipt of full payment for the respective goods. In case the Purchaser is a legal entity or a registered company, the Seller reserves the rights and ownership to any and all delivered goods, until the outstanding balances of all Invoices resulting from the business connection are paid in full. In such case, the Purchaser lets the Seller have all claims resulting from the sale and all other claims against his customer from the effective date of the Contract/Purchase Order as security deposit.

14. Governing Law

The applicable Laws of the Federal Republic of Germany except for that body of Law referring to its conflict of law rules shall govern all Transactions, Agreements and Contracts herein.

15. Place of Jurisdiction

Place of jurisdiction for any and all disputes arising between the Seller and the Purchaser is the City of Berlin, Federal Republic of Germany.