



Public Radio  
Satellite System

## Equipment Order Form for IDC SR2000PRO and SFX2100R

Questions:  
Equipment: Doug Bevington, 202.513.2692  
Ordering and payment: Business Affairs, 202.513.2618

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Company/Station Name: \_\_\_\_\_

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

\_\_\_\_\_

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

(If different from above)

\_\_\_\_\_

**Orders must be accompanied by payment-in-full by check or credit card authorization.  
Purchase Orders will be invoiced prior to shipment.**

(For Credit Card Purchases, please call 202.513.2618 prior to ordering)

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**EQUIPMENT**

| <u>Type of Unit</u>  | <u>Quantity</u> |   | <u>Unit Price</u> | = | <u>Total Price</u> |
|--|-----------------|---|-------------------|---|--------------------|
| IDC SR2000Pro Streaming Decoder (live)   | _____           | X | \$1,685           | = | _____              |
| IDC SFX2100R Storage Receiver (files)  | _____           | X | \$1,865           | = | _____              |
| Shipping and Handling (\$25 per unit)<br>Please add an additional \$25 for 2 <sup>nd</sup> day and \$50 for overnight delivery | _____           | X | \$ 25             | = | _____              |
|  |                 |   | <b>TOTAL</b>      |   | _____              |

All orders will be shipped as available and are subject to the Terms and Conditions that appear on page 2 of this order form.

\_\_\_\_\_  
Signature of Authorized Buyer

\_\_\_\_\_  
Date

Return this form to:

**Business Affairs**  
Fax # 202.513.3082 or

National Public Radio, 635 Massachusetts Avenue, NW, Washington, DC 20001-3753

## TERMS AND CONDITIONS OF SALE AND LICENSE

1. **General.** The following terms and conditions apply to all satellite telecommunications systems and products (the "Products") sold or licensed to you ("Buyer") by National Public Radio, Inc. ("NPR"). All orders are subject to acceptance by NPR. Except as specified in Section 2, orders cannot be canceled without NPR's written consent.
  2. **Prices.** Product prices are as stated on the first page of this form and are exclusive of taxes, freight, and other applicable charges. Prices can change at any time. NPR will notify Buyer of any change in price prior to NPR's acceptance of Buyer's order and will provide Buyer with the opportunity to cancel its order at that time.
  3. **Payment.** Payment in full or a Purchase Order must accompany this order. For Purchase Orders, payment shall be net thirty (30) days from date of invoice and payment -in-full must be received prior to Product shipment. Late payments shall accrue interest at the rate of one percent (1%) per month.
  4. **Delivery.** All sales and deliveries of Products shall be F.O.B. destination. NPR will attempt to fill Buyer's order as promptly as practical following receipt of payment in full, subject to delays caused by manufacturer delay, transportation shortages, acts of God, or other causes beyond NPR's control. NPR shall incur no liability for any delay in delivery.
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    - (a) had the serial number or other identification marking altered, removed, or rendered illegible, by other than manufacturer or NPR personnel;
    - (b) been damaged by, or subject to, improper installation or operation, misuse, or neglect, fire, flood, lightning, government action, or other extraordinary condition beyond the reasonable control of NPR.
    - (c) been repaired or otherwise altered by other than manufacturer or NPR personnel;
    - (d) been subject to the opening of any cabinet boxes without manufacturer's or NPR's prior written consent; and/or
    - (e) been used in any way other than in compliance with manufacturer's or NPR's installation and operation instructions provided with the Product.
- Buyer agrees to follow the written instructions in the applicable installation and operations manual regarding the process for return of equipment for repair by NPR or manufacturer. Buyer is responsible for all transportation, insurance, and related costs associated with returning

a Product for repair. Buyer shall not be responsible for costs associated with return shipments to Buyer.

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11. **Indemnity.** Unless otherwise prohibited by law, Buyer shall indemnify NPR and hold it harmless from all costs, expenses (including attorneys' fees), losses, liabilities, damages, and settlements that NPR may incur as a result of any claim or suit resulting from Buyer's breach of any of these Terms and Conditions.
12. **Entire Agreement.** These Terms and Conditions (including the first page of this order form) constitute the entire and exclusive agreement of the parties with regard to their subject matter and supersede all other terms and conditions in any other verbal or written communication (including any Buyer purchase order) previously or hereafter delivered. These Terms and Conditions may only be changed or supplemented by a written agreement executed by both NPR and Buyer.
13. **Waiver.** None of the Terms and Conditions shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have granted the waiver or consent.
14. **Severability.** Should any of the Terms and Conditions violate any law, or be held invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties, in accordance with applicable law, and the remainder of the Terms and Conditions shall remain in full force and effect.
15. **Governing Law.** These Terms and Conditions will be governed by and construed in accordance with the laws of the District of Columbia without reference to its rules regarding conflicts of law.

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