



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)

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) Please add an additional \$25 for 2 nd day and \$50 for overnight delivery	_____	X	\$ 25	=	_____
			TOTAL		_____

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.
 5. Title and Risk of Loss. Title to the Products shall pass to Buyer upon payment and delivery. Buyer shall bear all risk of loss and shall be liable for any loss or damage to the Products upon delivery of the Products.
 6. Software License. Notwithstanding Section 5, Buyer acknowledges and agrees that title to any software included in the Products delivered to Buyer remains with the manufacturer or NPR as appropriate ("licensor"). Buyer is hereby granted a non-exclusive license or sublicense, as appropriate, to use such. Buyer acknowledges and agrees that the licensor would be irreparably damaged by any breach of this Section 6, that money damages would be extremely difficult to ascertain, and that licensor shall be entitled to obtain an injunction to enforce the limitations on use contained in this Section 6.
 7. Warranty Disclaimer. EACH OF THE PRODUCTS ARE SOLD OR LICENSED "AS IS," WITHOUT ANY WARRANTY AS TO PERFORMANCE, ACCURACY, NONINFRINGEMENT, TITLE, FREEDOM FROM ERROR, OR AS TO RESULTS GENERATED THROUGH USE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS. NPR SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR ERROR.
 8. Repairs. NPR agrees to make available to Buyer any benefits NPR is entitled to under NPR's limited Product warranty from the manufacturer of the Product. At the time of shipment, NPR will advise Buyer as to the number of days remaining under NPR's warranty from such manufacturer if any. In the event of a defect in a Product's materials or workmanship during this time period, Buyer may return the Product to NPR for replacement or repair of defects without charge, or return of the purchase price, at NPR's option. Buyer agrees to provide NPR and/or manufacturer with all information and access necessary to investigate any such claims. The foregoing remedy shall not be available for any Product (or part thereof) that has:
 - (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.
 9. LIMITATION OF LIABILITY. NPR SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY BUYER, OR ANY OTHER ENTITY, RESULTING FROM THE USE OF, OR INABILITY TO USE, ANY OF THE PRODUCTS, EVEN IF NPR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NPR'S TOTAL CUMULATIVE LIABILITY, FOR ALL EVENTS GIVING RISE TO LIABILITY, WHETHER IN CONTRACT OR IN TORT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER FOR THE PRODUCTS.
 10. Export. Buyer agrees that it will not, directly or indirectly, export the Products, or any technical information about the Products, to any country for which the United States Export Administration Act, any regulation thereunder, or any other U.S. law or regulation, requires an export license or other U.S. Government approval, unless the appropriate export license or approval has been obtained.
 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 shall be governed by and construed under the laws of the District of Columbia and the laws of the United States. All instruments executed pursuant to these Terms and Conditions shall be governed by the laws of the District of Columbia and the United States, regardless of the place of execution or performance. Any dispute arising in connection with these Terms and Conditions shall be litigated in the local or Federal courts located in the District of Columbia.
- Initial _____