

SCHLESSINGER MEDIA

Terms and Conditions of Sale

THESE TERMS AND CONDITIONS ("TERMS") APPLY TO A CUSTOMER'S ("CUSTOMER" OR "YOU") PURCHASE OF SCHLESSINGER MEDIA-BRANDED DVDS AND ASSOCIATED MARC RECORDS ("AUDIOVISUAL MATERIALS") SOLD BY SCHLESSINGER MEDIA, A DIVISION OF LIBRARY VIDEO COMPANY ("SCHLESSINGER MEDIA," "WE," OR "OUR"). BY SUBMITTING A PURCHASE ORDER OR ACCEPTING DELIVERY OF AUDIOVISUAL MATERIALS, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY ANY ONE OR MORE OF THESE TERMS, DO NOT SUBMIT A PURCHASE ORDER OR ACCEPT DELIVERY OF THE AUDIOVISUAL MATERIALS.

1. ORDERING.

- 1.1 *Orders; Quotes.* Orders for Audiovisual Materials may be submitted through our website at www.LibraryVideo.com, by faxing a printed order form to 610-645-4040, or by emailing LVOrders@libraryvideo.com with the titles and quantities requested, your name and address, and the delivery name and address (if different). If you require a quote, a quote can be generated through the website or we can generate a quote upon request. Quoted prices are firm for 60 days or while supplies last. We reserve the right to amend or cancel any orders resulting from pricing, typographical, or other errors in the quote. Lead times will vary and a quote may include additional charges for rush orders.
- 1.2 *Purchase Orders; Acceptance.* We may accept or reject any purchase order and any additional or differing terms are rejected.
- 1.3 *Previews.* Three-minute video clips of Schlessinger Media programs and related Teacher's Guides are available at www.LibraryVideo.com.

2. PRICE; PAYMENT TERMS; INVOICE DISPUTES; DELINQUENT ACCOUNTS.

- 1.1 *Price.* Prices to be paid for Audiovisual Materials are stated in the quote.
- 1.2 *Payment Terms.* Schlessinger Media will issue an invoice to you upon each shipment. Purchases for non-educational purposes must be prepaid with VISA, MasterCard, check, or money order. Purchases for educational purposes or by government institutions will be invoiced to you and paid in full within 30 days of the invoice date and may be paid by Visa, MasterCard, check, or money order. Customers located outside of the U.S. or a U.S. territory must make payment by international money order, wire transfer, or check written in U.S. funds drawn on a bank with a U.S. branch. We reserve the right to require a prepayment or change the payment terms. We retain a purchase money security interest in the Audiovisual Materials until fully paid.
- 1.3 *Invoice Disputes.* You must notify us of any invoice inaccuracy within 60 days of receiving it. Invoices for which no timely notification is received shall be deemed accepted by you as true and correct and you must pay all amounts due. Both parties will seek to resolve all invoice disputes expeditiously and in good faith. You will not set off, deduct, recoup, or withhold payment of any amounts due and payable under an invoice based on any claim or dispute with Schlessinger Media, legal theory, or otherwise and whether relating to our breach, bankruptcy, or otherwise.
- 1.4 *Delinquent Accounts; Remedies.* In the event you fail to make any payment to Schlessinger Media or breach any license or other agreement with Schlessinger Media, all of Customer's outstanding invoices will become immediately due and payable without further notice or demand. We may charge interest at a rate of 1.5% of the outstanding amount due (or the highest rate permissible under applicable law), calculated daily and compounded monthly. Any discounts, rebates, administrative fees, or other credits due to you will be applied against delinquent balances before the interest is added or reimbursements made to you. In addition to all other remedies available under these Terms or at law (which we do not waive by the exercise of any rights hereunder), we may suspend further delivery of Audiovisual Materials and other products and services to you until all overdue amounts are paid. You will reimburse us for any and all costs and expenses we may incur in connection with collection of late payments, including reasonable attorneys' fees and change fees and penalties paid to third parties. We will invoice you for the additional charges and you must pay all amounts due consistent with these Terms.

3. SHIPPING.

Customer pays all shipping and handling fees. We will ship the Audiovisual Materials to the address you specify. In the event a DVD is not in stock it may be back ordered and shipped when available. We do not guarantee delivery on any specific date or by any specific carrier and shipping dates may change without notice. We assume no responsibility or liability due to shipping delay or inability to deliver. Audiovisual Materials are not available for pick-up.

4. RETURNS.

To initiate a replacement or return, you must notify our Customer Service within 60 days of the invoice date by calling 1-800-843-3620 (U.S. & Canada) or 1-610-645-4000 (worldwide) or by email at cs@schlessingermedia.com. If timely notified, we will replace damaged or defective DVDs. For DVDs sent in error, we will supply you with a prepaid shipping label and return merchandise authorization number (RMA). You should enclose all returnable Audiovisual Materials, with the RMA and shipping label attached to the outside of the shipping package, to Schlessinger Media Fulfillment Center at 1050 Colwell Lane, Suite 305, Building 3, Unit 5, Conshohocken, PA 19428, using the carrier services we designate. Unauthorized returns will not be refunded.

5. LICENSE.

Schlessinger Media grants to Customer a limited, revocable, non-exclusive, non-transferable right to use, publicly perform, display, and exhibit the purchased Audiovisual Materials to any individual or group in a school, public library, home, prison, or military base. The programs may be played on a DVD player in the same room as the audience or over a closed circuit television system within a building for viewing by an audience in the same building or school district. The programs may not be broadcast, duplicated, manipulated, redistributed, or reproduced for any purpose and may not be transferred, encoded, or digitized or placed on a server, disc, or file or electronically delivered on any network without prior written permission. No direct or indirect fees may be charged for viewing the programs. All rights not specifically granted are reserved.

6. MISCELLANEOUS.

- 6.1 *Entire Agreement.* These Terms and the quote are the sole and entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, proposals, and warranties, both written and oral, with respect to such subject matter. All differing terms and conditions contained in any prior oral or written communication, negotiation, or representation, such as a proposal or purchase order, are rejected and not binding on us. No course of dealing or trade usage applies unless expressly agreed to in these Terms.
- 6.2 *Waiver.* No failure or delay of Schlessinger Media delay or failure to insist upon strict performance of any specific term or condition does not waive any of our rights or remedies or our right to insist upon strict performance of any term or condition in the future.
- 6.3 *Severability.* In the event any specific term or condition of the Terms or quote is held to be invalid or unenforceable, then that term or condition will be limited or disregarded to the minimum extent necessary, and the validity, legality, and enforceability of the remaining provisions will remain in full force and effect.
- 6.4 *Applicable Taxes.* Customer is responsible for all taxes, duties, and other governmental charges in connection with the sale, purchase, delivery, and use of any Audiovisual Materials. For sales delivered to states where we collect sales tax, we will add the amount of any applicable sales or other taxes to the amount due under the invoice and, upon collection, remit such tax to the appropriate taxing authority. In all other states, Customer will report and pay all applicable taxes and other charges. In no event will we apply an exemption in the absence of a valid and appropriate exemption certificate.
- 6.5 *Not for Resale.* Except for authorized dealers or resellers of Audiovisual Materials, Customer is purchasing the Audiovisual Materials for internal use only and not for resale or export.
- 6.6 *Export Regulation.* The Audiovisual Materials may be subject to U.S. export control laws or other governmental export and import laws and regulations. Customer is solely responsible for complying with all applicable international and national laws that apply. You may not ship, transfer, or export the Audiovisual Materials into any country or use them in any manner that is prohibited by any export laws, restrictions, or regulations of the United States, Canada, or any other jurisdiction.
- 6.7 *Governing Law and Venue.* Unless applicable law requires a different state's law to apply, and subject to our right to elect binding arbitration, Customer agrees that any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including statutory, common law, and equitable claims) arising from these Terms or the quote shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of laws rules. Customer consents to the exclusive jurisdiction of courts located in Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania and waives any objections based on venue, personal jurisdiction, or forum non conveniens.