



**ALL QUOTATIONS AND SALES ARE SUBJECT TO THE FOLLOWING
TERMS AND CONDITIONS**

CONTROLLING PROVISIONS These terms shall supersede my provisions, terms and conditions contained on my confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. If a purchase order on a form provided by Buyer in any way conflicts with or is inconsistent with the terms or conditions herein, the terms and conditions of these Conditions of Sale will prevail.

SHIPMENT All prices are F.O.B. Seller's distribution center. Method and route of shipment are at Seller's discretion unless the Buyer supplied explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk. All freight, express and delivery charges shall be paid by the Buyer, or charged as a separate item to the Buyer. The acceptance of the merchandise by a common carrier shall CONSTITUTE DELIVERY. Title to goods held for shipping instructions or held at the request of the Buyer shall pass to the Buyer upon assembling of such goods and upon notice thereof to the Buyer, and thereafter such goods shall be held at the Buyer's risk. Partial deliveries shall be accepted by the Buyer and paid for at contract prices upon maturity of bills thereof. If my part of the merchandise is not delivered by the Seller, or is not in accordance with the contract, the contract for the remainder of the merchandise and the Buyer's obligations thereunder shall not be affected thereby. In addition to the net price stated herein, the Buyer agrees to pay to the Seller any increases in cost on account of this transaction or my operation thereof, including costs of materials resulting from Federal, State, or Municipal legislation, regulation, order or action dealing with taxes, payroll taxes, wages and hours, allocations or price controls. No liability shall attach to the Seller in the event delivery or other performance under this contract is prevented or restricted by my allocations, controls, or regulations imposed by legislation or by my governmental agency, and in that event Buyer agrees to accept such partial delivery as the Seller may be able to make.

CREDIT In case my bill shall not be paid when due, all sums owing under this and other contracts between Seller and Buyer shall, at the option of the Seller, become due at once, irrespective of terms of sale, and Seller may defer delivery under this and such other contracts until such sums shall be paid and for a reasonable time thereafter. Buyer shall pay interest at the highest rates charged by commercial banks in New York City or the maximum interest rates permitted by the laws of the Buyer's jurisdiction. Interest shall be charged from the day such amount is due until paid, and Buyer agrees to pay all of Seller's costs and expenses incurred in collecting from Buyer, including fees of Seller's counsel, whether in-house or outside counsel. The terms of credit specified herein shall be subject to change by the Seller but in no event shall the Buyer be released from liability by reason of my such change unless Seller cancels this agreement in writing. If the total amount under the contract of Buyer exceeds the line of credit from time to time established by the Seller, or if Buyer fails to make payment on past due invoices, or in the opinion of the Seller the financial conditions of Buyer warrants it, Seller may limit or cancel the credit of Buyer as to time and amount. Seller may then demand payment in cash before delivery of my part of the merchandise and upon failure by Buyer to make payment within ten (10) days after written demand, Seller may cancel contract.

DELAYS Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer when such delay is directly or indirectly caused or arises from fires, floods, accidents, riots, acts of God, war, government interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, electricity, materials, or supplies, transportation delays, or my other cause beyond Seller's control. Seller shall not be liable for consequential damages or for any damages by reason of Buyer's inability to obtain substitute goods or for special damages, even if Seller is aware thereof. Seller shall not be liable for non-delivery or late delivery, if Seller's suppliers fail to deliver or are late in delivering materials.

TAXES Prices on goods specified herein are exclusive of all Federal, State, County and City excise taxes, including but without limiting the generality of the foregoing, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Where applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

SELLERS RIGHT TO POSSESSION Seller shall have the right, at my time, and without prior notice to Buyer, for credit reasons, because of Buyer's default or because of government price controls or allocation, to withhold shipments, in whole or in part, to recall goods in transit, retake same and repossess all goods which may be stored with Seller for Buyer's account. Buyer consents that all the merchandise so recalled, retaken or repossessed shall become the property of Seller, with Buyer receiving full credit.

CANCELLATION An order accepted by Seller can be canceled by Buyer only with Seller's prior written consent and upon terms that will indemnify Seller against loss.

ACCORD AND SATISFACTION Any check or remittance received from or for the account of the Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by the Buyer, without prejudice to or discharge of the remainder of my such indebtedness or obligation regardless of any condition, statement, or notation appearing in or accompanying such check or remittance.

RETURNS INFORMATION To receive full credit, invoice numbers, dates and discounts must be provided for each title. If required information is not provided, customer's account will be credited at the highest category discount.

Overstock Returns: Only books purchased at the returnable discount are eligible for overstock return. Books purchased at a non-returnable discount may not be returned. Overstock returns must be in clean, saleable condition and all titles must be in print.

Out of Print and Discontinued: All out of print titles are returnable for full credit up to 6 months after the title is declared out of print. Notification of NBN out of print titles will be published in the Publishers' Weekly.

Damaged Items: Returns for damaged titles should be accompanied by an invoice and sent no later than 60 days from the invoice date.

Short Shipment, Non-Receipts and Mis-Ships: Credit must be claimed within 60 days of the invoice date. Please contact Customer Service at 800462-6420 if you have any questions or require additional assistance.

Items Returned In Error: Titles returned erroneously (e.g. out of print, not our publication) will not receive credit and will be returned at the customer's expense.

Calendars, Video, Audio Tapes and CD's: All calendars must be returned before March 1st. Video and audio tapes and CD's are returnable if the shrink wrap is unbroken.

Stripped Covers: Returns accepted on predesignated titles only. Contact your Sales Representative for details.

WARRANTIES There is no implied warranty of merchantability or of fitness for a particular purpose respecting this agreement or the merchandise, and any such warranty is excluded. Seller makes no express warranties of any kind regarding the merchandise except those specified in writing and signed by Seller.

ENTIRE AGREEMENT This contract constitutes the entire agreement between the parties and it cannot be orally changed, modified or amended. Any change, modification or amendment to be effective must be in writing and signed by both parties. This contract is governed by Maryland law and both parties consent to the jurisdiction of the Prince Georges County, Maryland courts over any matters arising out of this contract.

PAYMENT TERMS ARE NET 30 DAYS