

Publisher Agreement

TNG – SPECIALTY RETAIL DIVISION

Terms and Conditions for all book products purchased by TNG SPECIALTY.

NOTE: *This contract serves as an agreement between TNG SPECIALTY and said Publisher; it is to remain confidential between the two parties.*

Discount: 62.5% off the cover price (suggested retail price) for all books.

Returnable: All products are fully returnable, including products that are in saleable or non-saleable condition. Returns will typically result from the removal of poor sellers from a plan-o-gram, executed on a six-month cycle, Promotional product at the conclusion of the promotion and items damaged while being displayed for sale. Paperbacks will be returned via affidavit return process. TNG-SPECIALTY pays freight for returns sent back to Publisher.

If publisher requires a return authorization number but does not supply one within seven working days from time of request, TNG SPECIALTY retains the right to assign an internal return authorization number and return product with that number. If publisher refuses or returns this product back to TNG SPECIALTY, TNG SPECIALTY retains the right to charge the publisher for the additional freight charges incurred from shipping both back to TNG SPECIALTY and then back to the publisher.

Freight: FOB our warehouses; free freight

Payment Terms: 120 day net upon receipt of goods.

If TNG SPECIALTY is purchasing less than 4 titles then payment will be based on receipt of goods less inventory. Payments will be made at the end of every month and will include all sales at date of payment less any payments made against those sales.

In the event TNG SPECIALTY discontinues a title, TNG SPECIALTY will return remaining inventory of that title and pay the publisher for the purchases less any payments made, less the returns.

In the event the publisher's incurs a negative balance with TNG SPECIALTY and payment is required to TNG SPECIALTY, the publisher must make payment in cash not product within 60 days.

Racking Allowance: Not Applicable with the exception of promotional fees, for which prior approval will be obtained.

Reset & New Store Discount Allowance: N/A

Out of Print Books: The publisher must notify TNG SPECIALTY in writing regarding any books that go out of print. A period of 1 year must be given from time of notice to process returns.

New Business: Any books (in saleable or unsalable condition) by the publisher, that are returned to TNG SPECIALTY from one of our customers, including newly obtained customers, are eligible to be returned to the publisher at TNG SPECIALTY'S purchasing discount, provided the books are still in print or have been out of print for less than a year.

Termination of Agreement: This contract automatically renews annually, but can be cancelled by either party in writing with a 6-month notice. Publisher remains responsible to provide publisher credits to TNG SPECIALTY for all store returns received from active retailers.

Pass-Through Costs: Publisher, when directly responsible, will reimburse TNG SPECIALTY for costs charged back to TNG SPECIALTY by retailers.

Retail Price Changes: TNG SPECIALTY must be notified at least 120 days in advance of any retail price increase. If not notified, TNG SPECIALTY will continue to pay the lowest cost for any billings in which notification is not given.

Publisher Information

Publisher Name: _____

Contact: _____

Publisher Address: _____

Phone: _____ Fax #: _____

Email: _____

Address for Returns: _____

Sales Representative: _____

Signature: _____

Date: _____

Name and Title (please print): _____

Approved By: _____
Vice President – Books & Purchasing

Date: _____

Approved By: _____
Manager, Book Purchasing

Date: _____