



U.S. RETAIL TERMS OF SALE (effective 2019)

Hurn Publications LLC reserves the right to change terms of sale and prices at any time.

Hurn Publications
ORDERING INFORMATION:
 Sales: sales@hurnpublications.com
 Mailing Address: Hurn Publications LLC
 3413 Oakmont Drive, Harlingen, TX
 78550

Website:
<https://hurnpublications.com/hurn-pub-biz-booksellers/>

ELIGIBLE TITLES: Note that these terms of sale are for Hurn Publications. Separate terms documents are available for Distribution Clients.

FREIGHT: All formats will ship freight on outgoing orders to established trade accounts. Initial shipments do not combine with reorders. Customers requesting expedited freight will be responsible for any additional charges.

SHIPMENT MINIMUM: \$200 retail value for reorders, \$100 retail value for initials. All publishers and formats will combine to meet the shipment minimum within each warehouse. Shipments that do not meet the minimum will not leave the warehouse and will backorder for up to 90 days, in order to combine with other orders. Once a combination of orders exceeds the minimum retail value, it will be shipped. If ordering through your own Ingram account, these terms do not apply.

SHORTAGES/DAMAGES POLICY/CLAIMS: At time of order receipt it is the customer's responsibility to check for carton or pallet shortages or signs of damage. The Bill Of Lading will clearly indicate the number of cartons/pallets to be received. Hurn Publications will honor "subject to count" claims only if the bill of lading is signed, dated and all claims are reported to Hurn Publications Customer Service within 10 days of receipt of product. If a shortage/damage is discovered please call Customer Service. All claims by customer with respect to Hurn Publications product purchased by customer, including, without limitation, shortage, damage and all other claims, must be made in writing and received by Hurn Publications Customer Service within ten (10) days of customer's receipt of product.

CREDIT: Shipments will be made to all accounts in good credit standing, as determined by the Hurn Publications Credit Department. In addition, accounts must also be in good credit standing to participate in any promotional offers and to receive any incentive payments, rebates or allowances, including without limitation, cooperative advertising allowances.

PAYMENT TERMS: 60 days End of Month from invoice date. Payments, in the form of checks, money orders, or funds transfers, are due at the Hurn Publications bank by the last banking day of the month due (excludes Sat & Sun). In the event of non-payment, the account is responsible for any late fees, finance charges, collection fees and/or legal fees incurred.

CREDIT CARDS: Hurn Publications accepts Visa, Mastercard, Discover, American Express only at the time the order is placed.

VENDOR COMPLIANCE: Hurn Publications will not pay or accept vendor non-compliance chargebacks. All purchase orders are accepted and shipped subject to the terms and conditions of Hurn Publication's terms of sale.

Base Discounts: Unless indicated otherwise, all discounts are listed as returnable, off-invoice discounts. Large print titles follow the format discount. Some exceptions may apply to the discounts listed. For discount confirmation, contact Sales: sales@hurnpublications.com

PRODUCT	RETAIL	WS
Adult		
Hardcover (HC)	37%	40%
Paperback (PB)	37%	40%
Children's/Young Readers		
Hardcover (HC)	37%	40%
Paperback (PB)	37%	40%
eBook	37%	40%
Other Formats		
Hardcover (HC)	37%	40%
Paperback (PB)	37%	40%
eBook	37%	40%

EXPORT: Hurn Publications offers export terms for retailers selling to appropriate open market territories overseas provided certain conditions are met. For more information, contact Hurn Publications: publish@hurnpublications.com

SCHOOLS, LIBRARIES, INSTITUTIONS: Hurn Publications offers terms for schools, libraries & institutions. Base Discount = 25% (some exceptions may apply). Please contact your rep for details.

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RETAIL DISTRIBUTION CENTER (RDC): Retailers who meet the following conditions are eligible for WS discounts:

- The distribution center is a separate ship-to account.
- The distribution center is a free-standing operation with dock loading facilities capable of receiving full skids of merchandise.
- The distribution center's sole function is warehousing and distribution with no direct physical public access for consumers.
- No sub-shipments requiring separate packing or invoicing will be allowed.
- All product lines without specific WS discounts, or those formats whose discount is already higher than 40%, will receive their base discounts for shipments into the RDC.
- Any books ordered in less than carton quantities are subject to a quarterly chargeback to the appropriate retail base discount. (Accts will be notified prior to implementing.)
- Returns from accounts with an WS will be credited at the applicable WS discount, and adjusted each quarter to the account's actual year-to-date average base/WS discount. All customer claims & deductions must be made at the WS discount.

RETURN POLICY: A valid return claim covers Hurn Publications product, which is eligible for return and has been shipped to the designated facility. Valid returns will only be processed as a credit against an account's current balance and /or can be used for future purchases. Hurn Publications does not issue cash for returns. Hurn Publications reserves the right to review, destroy and disallow credit for returns in excess of what was purchased directly. An estimated or anticipated bulk returns claim is an invalid deduction and will not be allowed. With the exception of accounts with an WS, returns are credited at the standard base discount at which the product was purchased. Returns from accounts with an WS will be credited at the applicable WS discount, and adjusted each quarter to the account's actual year-to-date average base/ WS discount. All WS customer claims & deductions must be made at the WS discount.

Titles that are active and bought on a returnable basis can be returned at any time.

Accounts qualifying for returnable terms, full copy returns must be shipped separately to:

Distribution Center Penguin Random House Attn: Returns Department 3413 Oakmont Drive, Harlingen, TX 78550

Retailers are responsible for: Returns until signed for by Hurn Publications; Return freight on all products or covers; insurance arrangements & payments - For customer's protection, returns should be sent insured (e.g. insured parcel post).

Return authorization in advance is not required, however, all returns should be made with a claim copy or packing slip enclosed in each carton identifying the quantity by ISBN or description and cover price of what is being returned, your name, address, account #, claim # (if any) and # of cartons. Please limit each carton of returns to 35lbs. Accounts will be given 180 days after notification that a title has been declared Out of Print or Remaindered to return it for credit. Hurn Publications will return, at the customer's expense, and no credit will be issued for any titles received that are either not eligible for credit not Hurn Publications books or have labels or stickers applied to cover four (back cover) that either contain bar coding or obstruct any pre-printed bar codes. If the customer refuses and/or returns the product back to Hurn Publications, the product will be destroyed

For more information regarding packaging and shipping of returns please contact Customer Service.

NON-RETURNABLE (NR) OPTION: An account is limited to either returnable or non-returnable terms. The option will remain in effect for the entire calendar year. Other restrictions apply. Base Discount = 30% (some exceptions may apply). For more information, or for a change in status, please contact your rep for details.

CONFLICT WITH CUSTOMER TERMS: No modification or waiver of any of these Terms shall be enforceable, unless agreed to in writing by Hurn Publications. To the extent that any discrepancy exists between these Terms and those of any sales quotation, purchase order, or other document received from the customer, these Terms shall control.

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LIMITATION ON WARRANTIES: Except as provided in any warranty expressly provided by Hurn Publications, Hurn Publications does not make or give, and expressly disclaims, all other warranties, representations, guarantees, or other conditions of any kind, express or implied, including warranties as to performance, merchantability, or fitness for a particular purpose, and warranties arising by statute or otherwise, or from a course of dealing or usage of trade.

LIMITATION OF DAMAGES AND OTHER LIABILITIES: The aggregate cumulative liability of Hurn Publications, and its affiliates under common control with it, directors, officers, employees, representatives and agents, for all claims by customer, notwithstanding the form in which any such action is brought, whether in contract, tort (including negligence), or otherwise, shall be limited in the aggregate to the total amounts paid by the customer to Hurn Publications under the applicable invoice. Penguin Random House shall not be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, third party claims, loss of revenues, loss of profits or loss of savings even if advised of the possibility of such damages and regardless of the form in which any action is brought, whether in contract, tort (including negligence), or otherwise.

STATUTE OF LIMITATIONS: Any action for any breach of contract by Hurn Publications or other claim by Customer against Hurn Publications must be commenced by customer within one (1) year after delivery of product to customer.

GOVERNING LAW: These Terms of Sale shall be governed and construed in accordance with the laws of the State of Texas, and any action, claim, litigation or dispute resolution process brought to enforce these Terms of Sale shall be commenced and adjudicated in the state or federal courts in Texas.

NO ASSIGNMENT: The customer may not assign its rights or delegate its duties or obligations under these Terms of Sale without the prior written consent of Hurn Publications. Any attempt to make such an assignment or delegation without written consent will be void.

LIMITATION ON SETOFF BY CUSTOMER: All amounts owing by the customer to Hurn Publications shall be due without any setoff, counterclaim or recoupment or other similar rights the customer may have against Hurn Publications.

ATTORNEYS' FEES: Should customer fail to make timely payment of any amount due to Hurn Publications and legal action becomes necessary to collect such amount, Hurn Publications shall be entitled to recover from customer all costs incurred in connection with such action, including Hurn Publication's attorneys' fees and expenses.