

The Following Publishers, including all of their Imprints, are covered:

Published Lines and their Imprints: Grand Central Publishing, Little, Brown, Little, Brown Books for Young Readers, Hachette Nashville (Center Street, FaithWords, Windblown Media, and Worthy), Orbit, Hachette Audio, Perseus (Hachette Books, Avalon Travel, Basic Books, Public Affairs, and Running Press).

Distributed Lines: Hachette UK, Disney Publishing, Marvel, Yen Press, Kids Can Press, Octopus, and Lonely Planet (starting March 2020).

How to Order:

HBG supports ordering via Pubnet, EDI, EDI through Edelweiss, Pubeasy, and IBID.

Telephone: 800-759-0190

Fax: 800-286-9471

e-mail: order.desk@hbgusa.com

Mail:

Hachette Book Group Order Department 185 N. Mt. Zion Rd. Lebanon, IN 46052

Freight and Shipping Minimums:

Shipping minimum is \$150 invoice value.

Unless otherwise stated under "base discounts," all titles ship free freight on outgoing orders if the shipping minimums are met (carrier and standard routing controlled by HBG).

Shipments that do not meet the minimum will be held and combined with other orders until minimum is met. Customer may choose to set a timeframe in which HBG will either cancel the order or ship the order with a freight charge.

HBG may, at its discretion, ship orders free freight that are below the minimum.

Payment Terms:

Net 30 days based on invoice date.

Account Eligibility/Qualifications:

Account must be located in the United States, in good standing, and meet the definition of a qualifying Distributor.

Confirmation of Eligibility:

HBG reserves the right to require certification of compliance from time to time.

<u>Definition of a Qualifying Distributor</u> (Jobber):

- A Qualifying Distributor-purchases trade titles from Hachette Book Group for resale to "non-affiliated" book retail customer outlets and/or institutions. A retail customer and/or institution is affiliated if its more than 50% under common ownership or control with the Distributor.
- Orders shipped to a Distributor for distribution to an affiliated retailer and/or institution will be eligible for the HBG Retail Distribution Center (RDC) discount (see US Retailers Terms of Sales) and will not receive the Distributor discount and will not be eligible for the Distributor Promotion Marketing Plan. In addition, purchases for the shipment directly to an RDC will be billed at the RDC discount and not count under the Distributor Promotion Marketing Plan.
- These terms are not available for copies sold for resale on online consumerfacing third-party marketplaces.

This schedule is subject to change without notice.

Any changes to Terms of Sale require Hachette Book Group's Signature. Ordering constitutes consent to these Terms of Sale.

Base Discounts:

Mass Market:	50%
Hardcover:	49%
Trade Paper:	50%
Arthur Paperbacks:	55%
Board Books:	55%
All LB Kids Imprint Titles:	55%
Mini Editions:	55%
Audio:	55%
Almanacs:	52 %
Bible:	55%
Calendars:	55%
Maps:	60%
Video:	55%
Journals:	55%
Paper Goods/Stationery:	55%

Short/Professional and Agency Titles/Discounts:

Short Discount: Professional Titles:	25%
	35%
Agency:	25%

Selected Product:

HBG reserves the right to sell specific products under special terms, which will be announced at the appropriate time.

Print on Demand:

Generally, copies supplied Print on Demand have the "Base Discounts" by above, except that copies of Short/Professional and Agency Titles supplied by Print on Demand will have the "Short/Professional and Agency Titles/Discounts."

Dated: December 17th, 2019



Claims:

All claims involving a shipment must be filed within 60 days of receipt of that shipment.

Returns Information:

All Hardcover, Trade Paperbacks, and Audio books go to:

Hachette Book Group Returns Dept. 322 South Enterprise Blvd. Lebanon, IN 46052

All Returns for Mass Market Paperback Covers Go to:

Hachette Book Group Retail Sales & Marketing Stripped Cover Returns 326 South Enterprise Blvd. Lebanon, IN 46052

All Returns are subject to the following:

- A. All titles are eligible to return three months after the date of publication, or up to three months after the invoice date for backlist titles (titles published a year ago) as long as they remain in print.
- B. All copies must be returned in whole and saleable condition.
- Deductions for anticipated returns will not be honored. Only actual returns will be honored.
- All eligible returns will be credited at the same price and discount at which the books were most recently purchased from HBG.
- E. Books not purchased directly from HBG may be returned to HBG and will be credited at 50% off suggested retail price.
- A printed packing list stating quantities, titles, and ISBNs must accompany all returns.
- G. Prior written permission to return books is not required.
- H. Freight costs for returns are solely the responsibility of the customer. Collect shipments will be refused.
- Any book declared out of print will be announced through HBG'S ONIX feed and on the HBG Business website (hachettebookgroup.biz). Returns of such books will be accepted up to 180 days from out of print date.
- J. For accounts participating in the RDC program, all returns credits will be issued at the blended rate. This blended rate will be a weighted average of prior year sales direct to stores and RDC sales, at their respective base discounts.
- K. Returns of product not eligible for credit or not published by HBG or its distribution clients will either be destroyed or returned to the customer at the customer's expense.
- Under no circumstances does HBG accept responsibility for storage or return of other publishers' product sent to HBG in error.
- M. The Base Discounts above are not available on copies sold for the purpose of resale on online consumer third-party marketplace.
- N. HBG reserves the right to require certification of compliance with these terms from time to time.

Credit:

Shipments will be made to accounts in good credit standing as determined by the HBG Customer Financial Services Dept.

No Chargebacks or Charges:

All orders accepted and shipped by HBG subject to these Terms of Sale and HBG will not pay or accept vendor non-compliance chargebacks or any other charges, unless HBG has agreed to a chargeback or charge in a prior writing signed by an officer of HBG. In the event of any inconsistency between a customer's terms and HBG's Terms, HBG's Terms will apply.

Dated: December 17th, 2019