



1955 Lake Park Drive
Suite 400
Smyrna, GA 30080
770.863.9000

Publisher Agreement

ANC – SPECIALTY RETAIL DIVISION

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

NOTE: *This contract serves as an agreement between ANC 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. The agreed upon discount shall remain effective and convey through any changes outside the control of ANC.

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 twelve 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. ANC-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, ANC 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 ANC SPECIALTY, ANC SPECIALTY retains the right to charge the publisher for the additional freight charges incurred from shipping both back to ANC SPECIALTY and then back to the publisher.

Freight: FOB our warehouses; free freight

Payment Terms: 120 day net upon receipt of goods.

Publishers agree to provide ANC Specialty Accounts Payable Department with itemized statements, copies of invoices and credit memos within 10 days following months end, each month.

If ANC 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 ANC SPECIALTY discontinues a title, ANC 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 ANC SPECIALTY and payment is required to ANC SPECIALTY, the publisher must make payment in cash not product within 60 days.

Out of Print Books: The publisher must notify ANC 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.

Initial _____

Date _____



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New Business: Any books (in saleable or unsalable condition) by the publisher, that are returned to ANC SPECIALTY from one of our customers, including newly obtained customers, are eligible to be returned to the publisher at ANC 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 ANC SPECIALTY for all store returns received from active retailers.

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

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

Initial _____

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Publisher Information

Publisher Name: _____

Contact: _____

Publisher Address: _____

Phone: _____ Fax #: _____

Email: _____

Address for Returns: _____

Sales Representative: _____

Signature: _____

Date: _____

Name and Title (please print): _____

SEND COMPLETED FORM TO DORIS LOWBRIDGE (dlowbridge@anc365.com)

ANC Approver Signature: _____

Date: _____

Name and Title of ANC Approver (please print): _____