

IJN Distribution, Inc. - Conditions of Sale

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 shall be governed exclusively by the provisions, terms and conditions hereof. If a purchas order on a form provided by Buyer in any way conflicts with or is inconsistent with the 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 discretion unless the Buyer supplied explicit instructions. All shipments are insured at Buyer's expense and made at the Buyer's risk. All freight, express delivery charges to be paid by the Buyer, or charged as a separate item to the Buyer. The acceptance of 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 shall be held at the Buyer's risk. Partial deliveries shall be accepted by the Buyer and at contract prices upon maturity of bills thereof. If my part of the merchandise is not by the Seller, or is not in accordance with the contract, the contract for the remainder merchandise and the Buyer's obligations there under shall not be affected thereby. In to the net price stated herein, the Buyer agrees to pay to the Seller any increases in account of this transaction or my operation thereof, including costs of materials resale Federal, State, or Municipal legislation, regulation, order or action dealing with taxes, 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 allocations, controls, or regulations imposed by legislation or by my governmental agency. In that event Buyer agrees to accept such partial delivery as the Seller may be able to.

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, irrisolute terms of sale, and Seller may defer delivery under this and such other contracts until sums shall be paid and for a reasonable time thereafter. Buyer shall pay interest at tl rates charged by commercial banks in New York City or the maximum interest rates | by the laws of the Buyer's Jurisdiction. Interest shall be charged from the day such ar due until paid, and Buyer agrees to pay all of Seller's costs and expenses incurred in from Buyer, including fees of Sellers counsel, whether in-house or outside counsel. The amount 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 th agreement in writing. If the total amount under the contract of Buyer exceeds the line from time to brae established by the Seller, or If Buyer fails to make payment on pas 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 cash before delivery of my part of the merchandise in cash before delivery of my part of the merchandise and upon failure by Buyer to make 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, government interference or embargoes, strikes, labor difficulties, shortage of labor, fire power, electricity, materials, or supplies, transportation delays, or any other cause be Seller's control. Seller shall not be liable for consequential damages or for any damage reason of Buyer's inability to obtain substitute goods or for special damages, even if 5 aware thereof. Seller shall not be liable for non-delivery or late delivery, if Seller's su| to deliver or are late in delivering materials.

TAXES

Prices on goods specified herein are exclusive of all Federal, State, County and City taxes, including but without limiting the generality of the foregoing, taxes on manufactured sales, receipts, gross income, occupation, use and similar taxes. Where applicable, SALES 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 re because of Buyer's default or because of government price controls or allocation, to v shipments, in whole or in part, to recall goods in transit, retake same and repossess < 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 responsible for full credit.

CANCELLATION

An order accepted by Seller can be canceled by Buyer only with Seller's prior written 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 accept applied by Seller against any indebtedness or obligation owing by the Buyer, without to or discharge of the remainder of my such indebtedness or obligation regardless of condition, statement, or notation appearing in or accompanying such check or remittal.

RETURNS INFORMATION

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

OVERSTOCK RETURNS

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 taken out of print. Notification of out of print titles will be published in the Publishers' Weekly.

DAMAGED ITEMS

Returns for damaged titles should be sent no later than 60 days from the invoice date

SHORT SHIPMENT, NON-RECEIPTS & MIS-SHIPS

Credit must be claimed within 60 days of the invoice date. Please contact Customer #999-000-8889 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 & CDs

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 pre-designated titles only. Contact your Sales Representative for info.

WARRANTIES

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

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and it cannot be changed, modified or amended. Any change, modification or amendment to be effect be in writing and signed by both parties. This contract is governed by Florida law and parties consent to the jurisdiction of the Miami-Dade County, Florida courts over any matter out of this contract.

PAYMENT TERMS ARE NET 30 DAYS