

**Penguin Random House
ORDERING INFORMATION:**

Customer Service: (800) 733 - 3000

Email: csorders@penguinrandomhouse.com

Fax: (800) 659 - 2436

Credit: (800) 726 - 0600

Mailing Address: **Penguin Random House LLC**
Distribution Center
400 Hahn Road
Westminster, MD 21157
Attn: Customer Service

Website: www.penguinrandomhouse.biz

It's quick, easy, and available 24/7. You can place an order, look up a title, check order status, place claims for shortages/damages, obtain a listing of the current managed titles, and retrieve an invoice. Register your account today to learn more.

**Special Markets Department
INFORMATION:**

Phone: (888) 591 - 1200

Fax: (212) 366 - 2679

Mailing Address: **Penguin Random House LLC**
Special Markets
1745 Broadway, 3rd Floor
New York, NY 10019

Email: specialmarkets@penguinrandomhouse.com

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 = 50% (some exceptions may apply).

*For more information, or for a change in status, please contact your rep for details.

FREIGHT: All formats will ship free 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.

CREDIT: Shipments will be made to all accounts in good credit standing, as determined by the Penguin Random House 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.

CREDIT CARDS: Penguin Random House accepts Visa, Mastercard, Discover, American Express only at the time the order is placed.

SHORTAGES/DAMAGES POLICY: 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. Penguin Random House will honor "subject to count," damages only if the bill of lading is signed and dated and all claims are reported in writing to Penguin Random House Customer Service within 10 days of customer's receipt of product. If a shortage/damage is discovered please call Penguin Random House Customer Service. All claims by customer with respect to Penguin Random House product purchased by customer, including, without limitation, shortage, damage and all other claims, are waived unless made in writing and received by Penguin Random House Customer Service within ten (10) days of customer's receipt of product.

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 Penguin Random House 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.

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

EXPORT: Penguin Random House offers export terms for retailers selling to appropriate open market territories overseas provided certain conditions are met. For more information, contact Penguin Random House International @ 212 572-6106.

CONFLICT WITH CUSTOMER TERMS: No modification or waiver of any of these Terms shall be enforceable, unless agreed to in writing by Penguin Random House. 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.

LIMITATION ON WARRANTIES: Except as provided in any warranty expressly provided by Penguin Random House, Penguin Random House 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 Penguin Random House, 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 Penguin Random House 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 Penguin Random House or other claim by Customer against Penguin Random House 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 New York, 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 New York County, New York.

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 Penguin Random House. 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 Penguin Random House shall be due without any setoff, counterclaim or recoupment or other similar rights the customer may have against Penguin Random House.

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