



BAKER & TAYLOR BOOKS 2012 VENDOR REQUIREMENTS

This document supersedes all previously issued B&T Vendor Requirements.

Non-compliance with Baker & Taylor requirements may result in a chargeback to publisher of all direct costs as well as associated fees. A complete list of non-compliance chargebacks is included in this document.

GENERAL REQUIREMENTS:

Provide written statement of terms annually and 120 day written advance notification of any planned change in terms or addresses. This should be communicated directly to the Buying Department.

TITLE SUBMISSION: Provide Baker & Taylor Books Data Management with new title information at least six (6) months in advance of publication. Data submission will be conveyed electronically via ONIX feed. To request details on title submission, email the Database Management Department at btitles@baker-taylor.com. Baker & Taylor Books reserves the right to use publisher's book jacket images in their entirety, book jacket flap copy, and table of contents in its promotion and sale of the publisher's titles.

PRICE CHANGES: Notify Baker & Taylor Books of all price changes prior to shipping. If there is a difference between the list price on the purchase order and the list price on the invoice, Baker & Taylor Books will pay the lower of the two prices (list price chargeback) if prior notification of a price change has not been made. List price changes may be sent to Baker & Taylor Books via EDI/ONIX feed, or e-mail: pc@baker-taylor.com.

OUT OF PRINT / SUPERSEDED: Provide advance notice/recall notices via EDI/ONIX feed on all titles that are being declared "out of print" or "superseded". This notice must include an ISBN. In the case of "superseded" titles, notice must include both the prior edition ISBN and the new edition ISBN. We recommend this information also be printed in the publisher catalog. Non-EDI/ONIX feed vendors may supply title status changes to datafix@baker-taylor.com.

SUBSTITUTIONS: Do not substitute. If binding ordered is not available, do not substitute a different binding with a different ISBN. If the ISBN ordered indicates an incorrect binding (i.e., cloth vs. paper), send the ISBN ordered. If the edition ordered is superseded by a new version, contact your buyer before filling order. Baker & Taylor Books will return books shipped incorrectly. Freight and handling will be charged back to the publisher.

PURCHASE ORDERS: Follow Baker & Taylor Books' purchase order requirements. Process and ship FOB orders immediately upon receipt of a Baker & Taylor Books' purchase order. Non-FOB Publishers orders are to be shipped once per week or agreed upon schedule. The goal of Baker & Taylor is to try and minimize the number of shipments. While Non-ASN Publishers are still required to separate PO's by carton, ASN Publishers are not required to separate PO's by carton. Baker & Taylor's standard PO cancellation period: Regular in print titles- 45 days from PO creation; Not Yet Published titles- 180 days from PO creation. Notify Baker & Taylor Books via EDI or ASN confirmation if any product is temporarily out of stock including available "back in stock" dates. Ship any out of stock product immediately when restocked on the next scheduled consolidated shipment to Baker & Taylor, if such time is before the purchase order cancellation date. Any titles received after purchase order cancellation date may be returned at the publisher's expense. Publisher must also report the reason for all unshipped items. Non-EDI/ASN vendors must report all unshipped items to datafix@baker-taylor.com by supplying title, ISBN, and report code (OS (out of stock), OP (out of print), OSI (out of stock indefinitely), NOP (not our publication), NP (new publication)), PC (publication cancelled), and including Back in Stock date for all OS titles or Publication Date for NP titles.

EDI COMPLIANCE: Publishers with an annual gross sales volume with Baker & Taylor exceeding \$30,000 annual gross sales volume must establish an EDI relationship with Baker & Taylor to allow for accurate and expedient transmission of Purchase Orders, Invoicing and Advanced Shipment Notification. Separate correspondence regarding your individual status and EDI compliance timetable will be sent to your organization. Non-compliance within the EDI transition timetable will result in chargebacks for manual Purchase Ordering, Invoicing, and Receipt Handling. Refer to Non-Compliance Chargebacks document for handling fees associated with these processes. Every publisher with less than \$30,000 annual gross sales volume with Baker & Taylor is to make every effort to provide EDI ordering capabilities. Until such time that you can provide an EDI relationship, furnish Baker & Taylor Books with an appropriate FAX number by which purchase orders may be sent (toll free numbers are preferred). For more information on how to establish an EDI relationship with Baker & Taylor, please visit our website: http://www.baker-taylor.com/suppliers_supplier_info.cfm. You may also email the B&T EDI team dl-edi-pub@baker-taylor.com.

FREIGHT: Freight is shipped to Baker & Taylor FOB Destination (shipper is considered the shipper of record on all shipments sent to Baker & Taylor, Inc.). Shipper is responsible for providing tracking information and filing all claims for loss or damages. Transportation freight charges for which the vendor is responsible must be shipped freight prepaid. Please reference your Baker & Taylor Routing Guide for freight instructions on Baker & Taylor paid freight charges. Contact your Baker & Taylor Buyer if you are in need of a current Routing Guide.

RETURNS: Product is fully returnable by Baker & Taylor Books for 100% credit without prior publisher authorization, or attachment of special labels or invoice numbers. Baker & Taylor Books may return any product identified as damaged or defective to publisher. Damaged or defective returns will be designated on the return documentation and publisher will be charged the freight.

Baker & Taylor Books, at its discretion, may return any product to publisher for full credit after we have received notification of the product becoming non-returnable or out of print. Product that is substantially overstocked will be returned as an "overstock return". Publisher will accept retail overstock returns that have a shopworn look due to display and handling.

Publisher will accept returns on titles with barcodes produced and stickered by Baker & Taylor Books. Note: We will barcode all books with no barcode preprinted on the back cover or books without a valid, readable barcode. Publisher will be charged for these barcodes which are standard Bookland EAN and do not reference Baker & Taylor.

Baker & Taylor Books will take credit for all returns immediately upon shipment from our service centers or from our Returns Center in Indianapolis, IN. If Baker & Taylor Books does not have a sufficient account balance against which to apply credit, then at our discretion, we may request cash payment of credit.

UNACCEPTABLE RETURNS: Baker & Taylor Books requires vendors to obtain a Returns Authorization number prior to returning books to any of our locations. Books returned outside of this procedure and without an authorization number will be disposed of and no credit will be re-issued. Reference Baker & Taylor Books "Unacceptable Returns Policy" following in this document and which also can be found on our website. http://www.baker-taylor.com/suppliers_supplier_info.cfm.

PAY DOWN: Baker & Taylor Books reserves the right to pay the account down to the balance of the value of the inventory in stock. Baker & Taylor Books will not pay partial invoices.

PROOF OF DELIVERY: If necessary, publisher must request a Proof of Delivery (POD) within 60 days of receipt of a charge back. Baker & Taylor Books will provide the POD within 60 days of publisher's request. Publisher shall issue credit by the next regularly scheduled statement for all valid PODs received.

THIRD PARTY DISTRIBUTION: If publisher wishes to establish its business relationship with Baker & Taylor Books through a third-party distributor, then we must be notified in writing with name of distributor, effective date, returns cut-off date, and specific list of titles (including ISBN) if the distribution agreement is non-exclusive. When a third-party distributor is used, Baker & Taylor Books strongly recommends that the distributor handle all titles from a client publisher. Contact your buyer with this notification.

CO-OP ADVERTISING/ MARKET DEVELOPMENT FUNDS: Publisher will make a minimum of 1% of Baker & Taylor Book's prior year net billing available for co-op advertising to Baker & Taylor Books to promote the sale of books to libraries, booksellers, or other customers. Co-op monies available to retailers are separate and apart from any wholesale co-op funds.

All space advertising will be deducted from the publisher account the month in which the advertising appears. In the event that advertising is invoiced, publisher will pay the advertising invoices within 30 days of invoice date. Annotations/listing service fees will be agreed to on an annual basis and deducted from the publisher's account.

SPECIAL OFFERS: Any terms of sale or special opportunities affecting payment terms, freight, discount(s), placement/position fees, market development money, or promotional allowances offered by publisher to any customer will be offered to Baker & Taylor.

ON SALE DATE/ AFFIDAVIT TITLES: Publisher must provide Baker & Taylor Books with advance notice of all official on-sale merchandise. All on-sale merchandise must arrive at the Baker & Taylor Service Centers at least 15 working days before the on-sale date.

VOLUME SETS: Volume sets must be clearly identified and packaged as a set where possible with a unique set ISBN and EAN barcode. Individual units in the set purchased as individual units will be so identified on the shipping pack list and have their own ISBN(s) and EAN barcode(s).

LEGAL REQUIREMENTS:

1. **WARRANTIES.** Vendor represents and warrants to Baker & Taylor, its successors and assigns, and all customers and users of the goods, as follows: (a) the goods provided hereunder shall be new and of good quality, be free from defects in material and workmanship, and will be merchantable, safe, fit and sufficient for the purpose intended; and (b) all laws, executive orders, ordinances, rules and regulations of federal, state and local governments and political subdivisions and agencies thereof, (collectively referred to herein as "Laws") applicable to the goods provided hereunder or the processing, production, packaging, labeling or identification of the goods, have been and will be complied with, and Vendor shall at all times comply with all such Laws; and (c) the goods provided hereunder, their title, markings, labels, design and appearance and their sale and resale do not infringe any patents, trade marks, service marks, trade names, copyrights or other rights of any person or entity, or unfairly compete therewith, and the resale of the goods by Baker & Taylor, to any person, in any place, is not restricted in any manner whatsoever. The warranties contained and reserved herein shall be cumulative and in addition to any other warranties provided by law, including but not limited to those provided in the Uniform Commercial Code, and shall survive the termination or expiration of any purchase order, the delivery of the goods, and the acceptance of the goods.
2. **INDEMNIFICATION.** Vendor agrees to hold harmless, indemnify, and defend Baker & Taylor, its affiliates, successors, assigns, and customers and each of their officers, directors, shareholders, agents and employees (collectively "B&T Indemnitees") from and against, any and all damages, losses and/or expenses (including attorneys' fees and other costs of defense) incurred in connection with any and all suits, claims, demands or liabilities whatsoever arising out of or resulting in any way from any actual or alleged defect in any goods provided by Vendor or from any act or omission, negligence or willful misconduct of Vendor, its agents, employees, or subcontractors relating to the goods; or from any actual or alleged breach of any warranty issued hereunder; or from any actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right of a third party, or pertaining to or in connection with the design, manufacture, production, assembly, packaging, labeling, shipping, advertising or sale of any goods, derived from any demand, complaint, claim or legal action, whatsoever, from any source, alleging damage, death, illness or injury to any person or property resulting from the manufacture, purchase, sale, and/or use of any goods, whether foreseen or unforeseen, provided that Vendor shall have no responsibility with respect to liability resulting solely from Baker & Taylor's negligence or willful misconduct.

In the event of a claim, lawsuit or other matter covered by this agreement, B&T Indemnitees agree to promptly notify Vendor in writing and Vendor shall have the opportunity to assume full responsibility for the defense and resolution of such claim, lawsuit or matter; provided however, that a) Vendor shall appoint counsel acceptable to B&T Indemnitees, b) Vendor, its agents, representatives, attorneys or insurers shall not bind the B&T Indemnitees in settlement without its prior written consent, and c) B&T Indemnitees shall be permitted to participate in their own defense at their own expense.

3. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL B&T BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT.

OPERATIONS REQUIREMENTS

1. LABELING

- a. Full Baker & Taylor Books' purchase order number (with service center alpha prefix, i.e., MOM (Momence, IL), SOM (Bridgewater, NJ), REN (Reno, NV), COM (Commerce, GA), TXS (Indianapolis, IN) must be clearly marked on all cartons and at least two sides of all pallets. Multiple purchase order numbers may appear on the label. Vendors should not segregate shipments by purchase order for a single warehouse destination.
- b. The ultimate destination of the shipment must be the full address on the label. This includes shipments shipped to a Baker & Taylor Books Consolidation Center.
- c. For complete information regarding proper carton labeling, reference BISG's Guidelines for Shipping Container Labeling http://www.bisg.org/docs/shipping_label_guidelines.pdf

2. BAR CODING

All books (sold to B&T Books, YBP and Campus Retail Solutions (formerly J.A. Majors)) must be bar coded with a unique ISBN EAN, Price-Point, or UPC bar code on the back of every book following Book Industry Study Group standards. To obtain a copy of the standards contact: Book Industry Study Group (www.bisg.org) 370 Lexington Avenue, Ste 900, New York, NY 10017 Ph: 646-336-7141 Fax: 646-336-6214 Email: info@bisg.org

- a. **Location:** A unique bar code must be positioned at the bottom of Cover 4 (the back cover or jacket), with the bottom of the symbol ¼ inch above the bottom of the cover. This location is standard for all formats and bindings.

BAR CODING (Cont.)

- b. **Uniqueness:** Every title published must have a unique bar code. This includes different bindings: a trade binding and a library binding of the same title must have different unique bar codes. Each edition change must be accompanied by a change in bar code (this includes a movie tie-in version of a book). Each set of books must have unique bar codes for each volume as well as the set in total. For example, each title of the Tolkien trilogy must have a unique bar code with another unique bar code for the set of three.
- c. **Size:** The Bookland EAN/5, EAN/9, and the Price-Point UPC symbols, which all include the 5 digit add-on, are 1" high X 2-3/16" wide at 100% magnification. At 80% the overall size is approximately 13/16" high X 1-3/4" wide. Magnification may be any size between 80% and 200%. For offset printing it should not be necessary to print larger than 100%. Width is measured with a 3/32 inch "quiet zone" on either side of bars. Height is measured from the top of the bars to the bottom of the numbers below the bars.)
The price add-on is included as part of the Bookland EAN barcode since the ISBN does not change when the price of the book is changed. When there is a human readable price on the book, and the price is correctly encoded in the add-on bar code, scanning the complete symbol (including the add-on) at point of sale and using the data assures that the price charged a consumer matches the human-readable price.
- d. **Quiet Zone:** To emphasize the necessity of the clear area or "quiet zone" to the right of an EAN bar code, EAN symbols are produced with a ">" (greater-than sign) within the right-hand quiet zone. This protects the essential clear space, which is often too narrow. There should be no printed border around the bar code.
- e. **Truncation:** Shortening of the vertical bars of an EAN symbol is referred to as truncation and should be avoided. It may cause non-reads and delays when scanning the symbol.
- f. **Color:** The ability of the scanners to decode a symbol is based on measuring the bar and space widths and determining their arrangements. The bars must always be the darker color. Bar and space colors cannot be reversed. As a general rule, the bars should be printed in either black or dark blue (reflex blue, process blue and cyan are good). The color for the background, or spaces, can be white, yellow or red. There should be no blue or black in the background color.

Baker & Taylor will bar code any missing or unreadable bar code at publisher's expense.

3. PACKING LIST

Packing lists are **not required** for shipments to Baker & Taylor Books.

4. INVOICES

Do not include invoices with shipments. For invoice requirements, see Financial Requirements.

Note: *Non-EDI invoices should be mailed to: Accounts Payable Department, Baker & Taylor Books, and P.O. Box 8888, Momence, IL 60954-1799.*

5. PACKING METHOD – Single Title Pallet

- a. Each carton must be clearly identified with a label:
 1. Full purchase order number
 2. ISBN of titles
 3. Title
 4. Quantity
 5. Machine-readable barcode (See requirements in #2 above)
 6. Each carton must be labeled with a Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- b. Each **pallet** must be labeled on at least two sides with a pallet Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- c. Pallets must be stretch wrapped to prevent load damage and labeled with a sticker: "Single Title Pallet".

6. PACKING METHOD – Multiple Title Pallet

The requirements for shipping multiple cartons on pallets are as follows:

- a. Each carton must be clearly identified with a label:
 1. Full purchase order number
 2. ISBN of titles
 3. Title
 4. Quantity
 5. Machine-readable barcode (See requirements in #2 above)
 6. Each carton must be labeled with a Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.

- b. If it is necessary to place more than one title on a pallet, then they should be stacked on the pallet contiguously.
- c. Carton label must be facing out.
- d. Cartons of the same title must be stacked together.
- e. Cartons of the same purchase order must be stacked contiguously.
- f. Each **carton** must be labeled with a Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- g. Pallets must be stretch wrapped to prevent load damage and labeled with a sticker: "Multiple Title Pallet".

7. Pallet Requirements:

- a. Shipments for each service center must be on separate pallets.
- b. Pallets must be stretch wrapped to prevent load damage.
- c. GMS pallets are preferred with the following specifications;
 - 1. 48" X 40" , double face, non-reversible, partial 4-way, multiple use.
 - 2. Free of debris, odor, stains, brands, and weighing 50-55 lbs.
 - 3. Payload capacity, per a PDS Spec Sheet, at least 2800 lbs edge-racked across the width.
 - 4. Medium-density wood species Class 1, 3, or 21 (as defined by the NWPCA's Uniform Standard for Wood Pallets). Good, sound material, free of knots larger than 1/3 the board width. No knots above or adjacent to stringer notches.
 - 5. Board quantities and dimensions must be cited below. Bottom deck boards must be chamfered. Stingers must be intact – no cracks, splits, or missing portions.
 - 6. All decking must be intact – no portions cracked, broken, or missing. Lead – edge boards must have 9 fasteners each.
 - 7. Repaired pallets must comply with all specifications, use no metal repair plates, use no companion stringers, and otherwise be engineered, manufactured, and repaired in accordance with the NWPCA Uniform Standard for Multiple Use Wood Pallets.
 - 8. No fasteners can be missing or protruding.

FINANCIAL REQUIREMENTS

1. EDI 810 Invoice transmittal is the preferred method for Baker & Taylor. Publishers with an annual gross sales volume with Baker & Taylor exceeding \$30,000 annual gross sales volume are required to provide EDI Invoicing capabilities. Publishers with an annual gross sales volume less than \$30,000 annual gross sales volume or non-EDI compliant, may mail paper invoices to:

Accounts Payable Department
Baker & Taylor Books
P.O. Box 8888
Momence, IL 60954-1799

2. Invoices should not be included with shipments to a Baker & Taylor Service Center.

Invoices are required to contain the following information:

- Payee Name and Remit To address
 - Ship-To address
 - Purchase Order Number (include service center prefix)*
 - Invoice Number
 - Invoice Date
 - ISBN-13
 - Title (line items should be in sorted in alpha sequence)
 - List Price
 - Discount %
 - Quantity Shipped
 - Extended dollar amount per line item
 - Invoice total dollar amount
 - Invoice total quantity
 - Invoices should only include SHIPPED items.
 - Invoices should not be included with the shipment.
 - Provide legend with description if codes are used
- *One Purchase Order per invoice

Invoices that do not contain the required information may be returned to the publisher.

3. Billing on invoice should only be for titles shipped. All unshipped items must be reported to datafix@baker-taylor.com by supplying title, ISBN, report code (OS, OP, OSI, NOP, NP, PC) and include Back in Stock date for all OS titles and Publication Date for NP titles.
4. Do not include sales tax on the invoice. Baker & Taylor is tax exempt.
5. Establish one account for all Baker & Taylor Books' purchases. Exceptions would be for international, ebook, BTMS, and/or TextStream purchases.
6. Provide monthly statements to Accounts Payable.
7. Publisher claims must be submitted via email or in other written format within 6 months of transaction date and should include specific information as to why a discrepancy exists. Reference Baker & Taylor's claim number, return number, invoice number or credit memo in correspondence. This information will aid in resolving any questions. A chargeback or open item appearing on a monthly statement will not be considered sufficient notification of a claim.
8. Provide proof of delivery (Baker & Taylor Books' signature and weight required), as requested for short shipments. Accept Baker & Taylor Books' proof of delivery as proof of returns or provide explanation of why full credit was not issued.
9. Publisher should issue credits for short shipments, overstock, damaged, or defective returns within 30 days of the transaction date. All credit information should reference the entire B&T claim number and should not be combined with other claims. Credit memos issued should be matched against any return chargeback. Any difference should be explained referencing the entire claim number as well as the credit memo issued.

FINANCIAL REQUIREMENTS (cont.)

10. Publisher inquiries or questions related to invoices or payments:

Refer to the Accounts Payable contact list located on the Baker & Taylor web site for direct phone numbers and email addresses for your designated Account Specialist: www.baker-taylor.com/suppliers_supplier_info.cfm.

General inquiries: 704-998-3200

11. Baker & Taylor does not pay any type of fees or charges, including but not limited to: finance charges, late fees, service fees, and handling charges.

**-THESE ABBREVIATED CONDITIONS OF SALE APPEAR ON OUR PURCHASE ORDER-
CONDITIONS OF SALE AND INSTRUCTIONS**

1. Seller agrees to ship available inventory immediately upon receipt of purchase order according to Baker & Taylor's published Routing Guide. The availability of unshipped product will be reported and shipped as product becomes available. All unshipped lines are cancelled effective with cancellation date noted on each purchase order. Any titles received after the purchase order cancellation date may be returned at the publisher's expense. Baker & Taylor's standard PO cancellation period: Regular in print titles - 45 days from PO creation; Not Yet Published titles- 180 days from PO creation.
2. Seller agrees to deliver only the quantity of goods specified in the order. Split shipments are acceptable. Split set shipments are unacceptable. If a title is ordered as a volume set, the entire set must be shipped and must be packed together as one unit.
3. The current list price Baker & Taylor Books has on file for each item ordered is shown on the front of this purchase order. If this list price is not correct, Seller must notify Baker & Taylor Books of the correct list price prior to shipment. If there is a difference between the list price on the purchase order and the list price on the invoice, Baker & Taylor Books will pay based on the lower of the two figures if prior notification has not been made. List price changes may be sent to Baker & Taylor Books by any of the following methods:
 - a. EDI
 - b. Email pc@baker-taylor.com
 - c. Phone number: 815-802-2521 or 815-802-2414
 - d. Fax number: 815-802-2568
4. Seller agrees to invoice only for items shipped. Report all unshipped items to datafix@baker-taylor.com by supplying title, ISBN, report code (OS, OP, OSI, NOP, NP, PC) and include Back in Stock date for all OS titles and Publication Date for NP titles.
5. Do not substitute. If binding ordered is not available, do not substitute a different binding with a different ISBN. If the ISBN ordered indicates an incorrect binding (i.e., cloth versus paper), send the ISBN ordered. If the edition ordered is superseded with a new version contact your buyer before filling order. Baker & Taylor Books will return books shipped incorrectly. Freight and handling will be charged back to the publisher.
6. Do not include sales tax on the invoice. Baker & Taylor Books is tax exempt.
7. The Seller agrees all invoices for goods shall show the:

Payee Name and Remit to address	Discount %
Ship To address	Quantity Shipped
Purchase Order # (include service center prefix)**	Extended dollar amount per line item
Invoice Number	Invoice total dollar amount
Invoice Date	Invoice total quantity
ISBN-13	Invoices should only include SHIPPED items
Title (line items sorted in alpha sequence)	Invoices should NOT be included with the shipment
List Price	Provide legend with description if codes are used

**One Purchase Order per invoice
8. All invoices, checks, credit memos and chargebacks should be mailed to: Accounts Payable Department, Baker & Taylor Books, PO Box 8888, Momence, IL 60954-1799. Do not include ANY financial documentation or official notices with shipments.
9. Claims by Publisher on invoices relating to this purchase order must be filed within 6 months from date of invoice. Claims on returns back to Publisher must be made within 6 months of the return date.
10. Freight is shipped to Baker & Taylor Books FOB Destination (shipper is considered the shipper of record on all shipments sent to B&T). Shipper is responsible for providing tracking information and filing all claims for loss or damages. Transportation freight charges for which the vendor is responsible must be shipped freight prepaid. Reference Baker & Taylor Routing Guide for freight instruction on B&T paid freight charges.
11. All shipments are to be packed/separated by purchase order.
12. The complete purchase order number (all alpha and numeric characters) must appear on the outside of all cartons shipped.
13. Payment for items shall not constitute acceptance, but all items shall be received subject to Buyer's inspection and rejection.
14. Barcodes must appear on the 4th cover of all books. Current BISG Machine Readable Coding Guidelines for the U. S. Book Industry must be followed. A chargeback will be assessed if B&T Books or YBP must add barcodes to meet standards. To obtain a copy of the standards contact: Book Industry Study Group, 370 Lexington Avenue, Suite 900 New York, New York 10017. Phone: (646) 336-7141 Email: info@bisg.org Website: www.bisg.org
15. Buyer reserves the right to cancel all or any part of this order without liability except to pay the contract price for items delivered prior to notice of cancellation (1) if not filled by our cancel date shown on upper right-hand corner of purchase order, or (2) if Seller makes an assignment for benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against the Seller.
16. Shipments received at the wrong Service Center will be redirected to the appropriate location by Baker & Taylor Books. Freight and handling fees will be charged back to the publisher.

* Above are abbreviated Conditions of Sale. If you would like more detailed instructions, visit our website http://www.baker-taylor.com/suppliers_supplier_info.cfm.



BAKER & TAYLOR BOOKS NON-COMPLIANCE CHARGEBACKS

*First occurrence will not result in chargebacks**

**With the exception of missing/non-scannable bar codes*

List Price Discrepancies: Difference between the list price on the purchase order and the list price on the invoice, Baker & Taylor Books will pay the lower of the two prices (may result in LPC-list price chargeback) if notification of a price change has not been conveyed prior to receipt.

Missing/Non-scannable Bar Code: \$0.40 to create and apply barcode label per unit.

Non-EDI Purchase Order Transmittal fee: \$1.25 per Purchase Order for non-EDI methods (applies to vendors with B&T annual gross sales volumes exceeding \$30,000).

Non-ASN Receipt Handling fee: \$0.05 per unit for non-ASN receipts (applies to vendors with B&T annual gross sales volumes exceeding \$30,000).

ASN Publisher Issues: \$25.00 per occurrence

- Wrong Quantity: title is correct; quantity is different from ASN quantity from publisher.
- ASN file not correct or available at time of receipt.
- No ASN bar code label for pallet and/or carton.
- Wrong product: product received was not in ASN file.

Non-EDI Invoice Handling fee: \$0.45 per invoice line item for non-EDI invoice processing (applies to vendors with B&T annual gross sales volumes exceeding \$30,000).

Inbound Shipment Issues: Cost of freight plus \$50.00 handling fee per shipment.

- Misdirected: shipped to facility other than noted on PO.
- Superseded: Title replaced by new edition, > 30 days beyond the date of replacement in our title file.
 - See page 1 of Vendor Requirements for more information on Superseded/Substitutions.
- Product not ordered. B&T maintains the right of refusal and to charge back for these goods.

Product Issues: Cost of freight plus \$50.00 handling fee per shipment.

- Defective Product
- Product Recalls

Routing Errors: *Please see Routing Guide for additional chargebacks specific to shipping.*

BAKER & TAYLOR BOOKS UNACCEPTABLE RETURNS POLICY

1. Publisher will notify B&T Buyer of any unacceptable returns within 60 days of receipt. The publisher Sales Manager assigned to B&T account will make this initial contact.
2. Publisher will provide the following information to the Buyer: B&T Shipment # (ATS), Date Received, B&T Service Center, Title, ISBN, Quantity and Reason for refusal.
Reason codes:
 - NOP - Not Our Publication
 - OP - Out of Print (provide date OP status was conveyed to B&T)
 - NRT - Sold Non-Returnable
 - DMG - Damaged
 - OTH – Other (please specify in detail)
3. Buyer will research the return and provide a disposition report with detailed instruction. If B&T requests the return of books, a **Return Authorization #** will be provided with shipping instructions to our Indianapolis, IN returns facility. This RA# will be valid for 30 days. **Any refused return received outside of this procedure and without a valid RA# will be disposed of and no credit will be issued.**
4. The B&T RA# must be clearly noted on the outside of each carton or wrapped skid. Include a copy of the original B&T returns paperwork, with reason codes clearly identified on each title.
5. Upon receipt of authorized returns only, Publisher account will be credited within 60 days by B&T Accounts Payable Department.
6. Baker & Taylor, at its discretion, may return product to Publisher for full credit after we have been notified of product becoming non-returnable or out of print.
7. Publisher will accept returned product with author autographs, torn wrap, bent corner and/or spine, torn dust jackets, or shopworn look due to display and handling.
8. Publisher will accept returned product with bar code and/or generic price stickers.
9. Product is fully returnable by B&T for 100% credit without prior authorization, or attachment of special labels or invoice numbers.
10. For questions regarding this policy, please contact your B&T Buyer.