



TERMS OF SALE

U.S RETAILERS/WHOLESALERS

Effective April 2011

Diamond Book Distributors
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Timonium, MD 21093

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I. DISCOUNT SCHEDULES (All discounts are off invoiced list price.)

A. RETAILERS

1. GRAPHIC NOVELS & ROLE-PLAYING GAME BOOKS (except short discount items; please consult with your Sales Representative for details):
Direct to Stores: 46% Retail Distribution Center (RDC): 50%
RDC discount is available if: the retail account has four or more locations and is supplied by a consolidated warehouse capable of receiving full skids of merchandise, and RDC orders are placed in carton quantities; otherwise orders will be rounded to the nearest carton quantity or a minimum of 30 copies.
2. ALL OTHER MERCHANDISE (CCGs, CMGs, DVD/VHS, trading cards, toys, apparel, etc.): Please consult with your Sales Representative.
3. Order Minimum: The minimum order is \$250 retail value. All publishers and formats will combine to meet the order minimum. Orders of less than \$250 will result in a flat discount of 35%, non-returnable, on all products, less 5% of net for shipping and handling.
4. Annual Minimum: If an account's annual volume with Diamond Book Distributors is less than \$100,000, the base discount for all formats will be 40%.

B. WHOLESALERS

1. GRAPHIC NOVELS & ROLE-PLAYING GAME BOOKS (except short discount items; please consult with your Sales Representative for details):
Annual volume less than \$10,000: 40%
Annual volume \$10,000 to \$99,999: 50%
Annual volume \$100,000+: 52%
 2. ALL OTHER MERCHANDISE (CCGs, CMGs, DVD/VHS, trading cards, toys, apparel, etc.): Please consult with your Sales Representative.
 3. Order Minimum: The minimum order is \$250 retail value. All publishers and formats will combine to meet the order minimum. Orders of less than \$250 will result in a flat discount of 35%, non-returnable, on all products.
- C. STOP ORDERS** (5 units or less): 25% off list, non-returnable, less 5% of retail for shipping and handling (\$4.95 minimum). Prepaid orders should include shipping and handling charges.

II. CO-OP ADVERTISING ALLOWANCES

A. RETAILERS

1. The allowance is based on 2% of net purchases of DBD titles either directly from DBD or indirectly through a wholesaler. A DBD Sales Manager must pre-approve all promotions/events in writing and documentation of the actual cost of the promotion, and proof of performance must be furnished for reimbursement. Reimbursement for co-op claims will be made by credit issued to the accounts. All claims must be made within 12 months of accrual.
2. Co-op funds can be used to advertise and promote DBD titles through reasonable and practical methods including but not limited to: print, radio, television or Internet advertising; in-store events; space in retailer's brochures, catalogs, circulars or mailing/emailing pieces; and in-store placement.
3. INDIRECT PURCHASES: Funds may be earned by an account based on their indirect purchases. An account may qualify for these funds by submitting proof of net purchases through wholesaler(s) to create their pool or to increase their existing direct pool. Funds will be calculated in the same manner as their direct DBD pool is earned (please see above for details).
4. ORDER DRIVEN CO-OP: Retailers may earn additional co-op dollars on specific titles/programs to be announced throughout the year.
5. MINIMUM ADVERTISED PRICE: While retailers are free to charge whatever price they wish for DBD titles, co-op advertising funds may not be used to advertise in the mass market a retail price at more than 25% below the manufacturer's stated retail price, without written approval from DBD's Sales Manager.

B. WHOLESALERS

1. The allowance is based on 0.5% of net purchases of DBD titles directly from DBD. A DBD Sales Manager must pre-approve all promotions/events in writing, and documentation of the actual cost of the promotion and proof of performance must be furnished for reimbursement. Reimbursement for co-op claims will be made by credit issued to the accounts. All claims must be made within 12 months of accrual.
2. Co-op funds can be used to advertise and promote DBD titles through reasonable and practical methods including but not limited to: tele-marketing; space in wholesaler's brochures, catalogs, circulars, or mailing/emailing pieces; and trade show promotions.
3. ORDER DRIVEN CO-OP: Wholesalers may earn additional co-op dollars on specific titles/programs to be announced throughout the year.
4. Fees for basic services (title listings, etc.) will not be eligible for co-op or other reimbursement by DBD.

III. SHIPPING: FOB Memphis, TN or Los Angeles, CA, at DBD's discretion.

IV. BACKORDERS

DBD is willing to supply or cancel backorders at the customer's preference. Unless notified otherwise, DBD will automatically backorder all qualifying titles for 90 days.

V. DAMAGES & SHORTAGES

Merchandise damaged prior to transit, or shorted in shipments, may be reported to DBD for replacement (or credit, if replacements are unavailable), provided that damages or shortages are reported within 60 days of the customer's receipt of the shipment and the damaged merchandise is returned as directed.

Domestic Shipments are made "F.O.B. Destination", meaning that title to the product and risk of loss and damage remain with Diamond until the product reaches the customer's facility. The customer should always check for visible damage caused in shipping and note any apparent problems before signing for a shipment, as this will assist Diamond in recovering the cost of damaged merchandise from the shipping company. Except where Diamond is the importer of record, International Shipments are made "F.O.B. Beyond U.S. Jurisdiction" meaning that Diamond retains title to the merchandise and bears risk of loss and damage until the merchandise is beyond the territorial jurisdiction of the U.S., at which point title passes to the customer who then bears risk of loss and damage and who also becomes responsible for duties, sales tax and all other associated import fees. In cases where Diamond is the importer of record, shipments are made F.O.B. destination.

VI. RETURNS

All returns must be full-copy, with customers paying the freight, unless specified otherwise, and will be credited at the same discount as the customer received. Returns must be accompanied by a packing slip, placed within the first carton. Cartons must be marked "1 of x," "2 of x," etc. Returns without a packing slip will be charged 5% of invoiced value. Returns will not be accepted for the following: Books returned that are not DBD titles, or are purchased on a non-returnable basis, open boxes of products sold in packs, store damages such as stickers or ink marks, or Out-of-Print more than 180 days. Returns must be properly packed to prevent damage in shipping. Improperly packed returns will not be credited and will be returned to customers at their expense. Customers will be notified of any discrepancy or rejection of returns, and, at customer option, rejected returns will be sent back to the customer at a charge of \$3.00 per box plus shipping, provided customer elects this option within 14 days.

Returns should be sent to:

Diamond Book Distributors
7485 Polk Lane
Olive Branch, MS 38654

VII. PAYMENT TERMS/CREDIT GUIDELINES

Payment terms are set on a case-by-case basis, based on information provided on DBD Account Application and other financial data. (First orders up to \$1500 retail will ship UPS COD, pending processing of DBD Account Application.) Invoices not paid within terms will be subject to a late payment fee of 1.5% per month. Checks returned to DBD for any reason are subject to a \$25.00 service charge. DBD will assess an additional 33% of balances owed should it become necessary to refer an account to a collection agency or attorney.

VIII. LIABILITY DISCLAIMER

The information contained in DBD publications, including but not limited to prices, content, availability, suitability for non-mature readers, product safety, and release or shipment dates, is based solely on information DBD receives from the suppliers of the product. DBD makes no representation or warranty as to the accuracy of this information, and is not liable for any claims or losses resulting from any inaccuracies contained therein or the customer's sale of the product. All warranties, conditions, representations, indemnities and guaranties, whether express or implied, arising by custom, prior oral or written statement by DBD or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed. DBD reserves the right to cancel orders, at any time and, from time to time, for any merchandise, without responsibility therefore, in whole or in part, for good cause including manufacturers' cancellation, unacceptable delays, poor quality, or insufficient orders.

IX. GOVERNING LAW

All legal disputes arising as a result of or with respect to these Terms of Sale will be governed and settled by the laws of the State of Maryland, excluding the conflict of law rules of that state and the customer agrees that jurisdiction and venue shall rest exclusively within the courts of the State of Maryland including the United States District Court for the District of Maryland.

X. ENTIRE AGREEMENT

If any part, term, or provision of these Terms of Sale are held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from these Terms of Sale.