

**INGRAM PERIODICALS INC.**  
**TERMS OF SALE**

**General**

Ingram Periodicals Inc. (Ingram) will deliver to the customer's specified location magazines ordered by the customer. Ingram uses an automated order regulation system in an effort to adjust customers' orders to the optimum quantities based on sales history.

**Refused Shipments**

The customer must notify Ingram ten days prior to shipment if a shipment is not wanted or if no one will be at the customer's location to receive shipment. A \$20 U.S./\$25 Canada service charge will be billed to customer for all refused or non-deliverable shipments lacking the above notification. Customers may return unwanted product through the normal return method.

**Credit**

Ingram will evaluate extending its standard credit terms as set forth in the Terms of Sale, provided the customer completes the Ingram Book Group credit application.

Certain information contained herein is for the purpose of obtaining credit. I certify that this information is true and correct and authorize Ingram to verify this information and obtain additional information from, but not limited to references, credit reporting agencies, or trade groups from time to time as may be needed in the credit evaluation process. Permission is herewith granted to obtain credit information from all listed references, including my bank.

Ingram will notify the customer in writing regarding establishment of standard credit terms upon completion of a credit review. Ingram may refuse credit to customer based on credit review. Ingram has the right to request that the customer provide current financial statements to Ingram for purposes of reviewing credit, setting a credit limit, changing credit status based on credit standing with other companies of Ingram Book Group, and revoking credit in the event that customer fails to meet terms of this agreement.

The undersigned individual who is either a principal of the Applicant or the sole proprietor of the Applicant, recognizing that his or her individual credit history may be a factor in the evaluation of credit history, hereby consents to and authorizes the use of a consumer credit report on the undersigned, from time to time, as may be needed in the credit evaluation process.

**Other**

Neither Ingram nor customer shall be liable for delays in performance that are the result of causes beyond control, such as acts of God, flood, etc. Under such excusable condition, performance obligations shall be extended for a period equal to the delay. Customer agrees to pay any and all cost and expenses for the collection of any past due debts, including, but not limited to, reasonable attorney's fee. Customer agrees to notify Ingram in writing regarding any changes to the company's legal status of ownership.

**Merchandise Overages/Shortages**

The customer must notify Ingram Customer Service within thirty days of receipt of shipment if the quantity received differs from the quantity invoiced. Customer will be charged for overages submitted and will be credited for shortages after verification of the claim. Claims should include customer name and account number, invoice date, invoice number, title name, title Id, quantity over/short, and total value of overage/shortage claim. It is important to report overages in addition to shortages as returns will not be accepted in excess of invoiced quantities.

**Freight**

Ingram offers free freight to customers with the minimum order of \$100 per week if shipped within the continental United States. Ingram offers our International accounts free freight to the customer's freight forwarder with a minimum invoice amount of \$100. Otherwise the customer is responsible for all freight charges.

**Returns**

Customer may return all unsold copies of magazine purchased from Ingram if returned within the time frame specified by the publishers. Return forms are included with shipments from Ingram, and specify the magazine no longer on-sale that should be returned. Returns should be made by cover only (CO) or whole copy (WC) as designated on the return form. Non-returnable product, if any, will be designated as NR on Ingram's invoice. Return credit will not be given for product not invoiced by Ingram, or for quantities in excess of those invoiced by Ingram. All returns should be insured and trackable to protect against loss. Customer will not deduct return amounts from payment to Ingram until Ingram has issued credit to customer's account. Ingram agrees to issue appropriate credit to customer's account within 30 days of receipt by Ingram.

**Payment**

Ingram will issue a monthly statement to customer reflecting all open items on the customer account. Customers purchasing less than \$2,000.00 in net sales annually are not eligible for open terms, however, they may be approved for Ingram Periodicals EFT Program. The EFT Program drafts the customer's checking account at the time of each shipment. Based on Credit Department approval, customers with annual net purchases greater than \$2,000.00 are eligible for open terms of net 15 EOM. Customer must pay statement balance due net 15 EOM by check, money order or wire transfer at customer's expense. Customer agrees to pay Ingram \$20 U.S./\$25 Canada, for each check returned for non-sufficient funds or improper endorsements and to resubmit the entire amount of returned checks by cashier's check or money order within seven days of notification. Shipments may be detained until NSF and fees are resolved. I understand that my account may be subject to a late charge of 1.5% (18% per annum) on all past due invoices.

**Acceptance of Terms of Sale**

We have read, fully understand, and agree to all payment terms and credit policies set forth in the Ingram Periodicals Inc. Terms of Sale, and understand they may be amended from time to time.

Accepted on \_\_\_\_\_  
(day/month/year)

By \_\_\_\_\_  
(Signature) (Title)

For \_\_\_\_\_  
(Applicant Name or Customer Name)

\_\_\_\_\_  
(Printed Name of Signer)

Non Returnable Program Participant

Ingram Book Company/Spring Arbor Account Number (if applicable) \_\_\_\_\_

**Mail to:** Ingram Periodicals Inc. • Attn: New Accounts MS #353 • P.O. Box 3006 • La Vergne, TN 37086