



Simon & Schuster, Inc.

Effective May 10, 2010

U.S.A. Returnable Retail Terms of Sale

Simon & Schuster, Inc. Imprints and Distributed Lines

Adult: Atria, Baen, Baseball America, Beyond Words, Boom! Studios, Cardoza Publishing, Cider Mill Press, Chicken Soup, Cold Spring Press, Downtown Press, Enriched Classics, Fireside, Folger's Shakespeare Library, Free Press, Gallery, Games Workshop, Golf Digest, Howard Books, Kaplan, Manhattan GMAT, Meadowbrook Press, Merck Publishing Group, MTV Books, Open Road Publishing, Pocket Books, Pocket Star, Rebellion, Rizzoli, Scribner, Donald M. Grant/Scribner, Simon & Schuster, S&S Libros en Espanol, S&S Source, Simple Abundance, Simon Spotlight Entertainment, Solaris, Star Trek, Strebtor, Threshold Editions, Touchstone, Touchstone Faith, VH1 Books, Wall Street Journal Books, Washington Square Press, Weldon Owen, World Wrestling Entertainment, VIZ Media, LLC

Children's: Aladdin, Applesauce Press, Atheneum, Beyond Words, Boom! Studios, Downtown Bookworks, Howard Kids/Little Simon Inspirations, Leven Thumps, Libros Para Ninos, Little Simon, Margaret K. McEldery Books, Meadowbrook Press, Readers Digest Children's Publications, S&S Books for Young Readers, Simon Pulse, Simon Spotlight, Simon Scribbles

Audio: Audioworks, Franklin Covey Company, Pimsleur, Relaxation Company, Simon & Schuster Audio, Sound Ideas, Success
**Please see separate Terms of Sale for all Andrews McMeel Publishing products*

How to Order

Simon & Schuster supports EDI ordering and is a PUBNET & PubEasy publisher. To order using PUBNET, please use SAN 2566044. For all other options, please contact edics@simonandschuster.com. Price and discount are based on date of shipment, not receipt of order.

Customer Service: Monday - Friday 8:30 - 6:00 EST
Telephone: 1-800-223-2336 Fax: 1-800-943-9831
Mail: 100 Front Street, Riverside, NJ 08075

Freight & Shipment Minimums

All formats & publishers listed above will ship free freight (carrier and routing controlled by S&S) for all available title status'.

New Title/NYP Minimum: \$150 gross retail value per PO per ship-to location (reorder titles on the new title PO will qualify for standard discount if new title shipping minimum is met). An order that does not meet the minimum will ship and receive a 40% discount.

Reorder Minimum: \$450 gross retail value per PO per ship-to location. A reorder that does not meet the minimum will receive a 40% discount. In order to achieve efficiencies, S&S reserves the right to hold and combine below minimum orders for once a week shipping. (Customers may take advantage of our weekly combined shipping program which enforces minimums by bill-to. Please ask your S&S Account Manager for details.) Exception: Author Appearance orders will ship immediately and at the standard discount.

Any expedited shipping requested by the customer will be charged to the customer. S&S does not drop ship on behalf of retailers or allow customers to pick up from our facilities. S&S is not responsible for inside delivery charges or additional fees for freight sized shipments such as charges to use lift gates. Invoices will not be included in shipments. S&S reserves the right to ship from any point of origin and to combine purchase orders.

Credit

Shipments will be made to all accounts in good credit standing, as determined by the S&S Customer Financial Services Department.

Payment Terms

Net 45 Days, based on date of shipment. Title passes at point of shipment. Payments in the form of checks, money orders, or wire payments are due at the bank in accordance with S&S Fiscal Calendar or the last business Friday of the month.

Claims

Claims must be accompanied by complete supporting documentation and submitted within the payment terms indicated on the invoice.

Vendor Compliance Chargebacks

S&S will not pay nor accept vendor non compliance fees, assessments, allowances, etc. related to fulfillment processing, returns processing or shipping, etc. All purchases and sales transactions by S&S are governed exclusively by S&S's terms of sale and invoices and cannot be varied or supplemented by any customer purchase order or other customer documentation.

Return Processing Center Address

Simon & Schuster, Inc. c/o Jacobson Companies
4406 Industrial Park Road - Building #7; Camp Hill, PA 17011
Accounts or agents must obtain an appointment for the delivery of returned product by calling (717) 730-5212 x5319

Base Discounts

All discounts listed are off the invoiced cover price.

Adult Books & Audio

Hardcover, Trade Paperback, Kaplan Trade	46%
Mass Market	44%
Audio	50%
Enriched Classics/Folgers' Shakespeare Library	48%
Crosswords	50%
Open Road Travel Guides	52%
Kaplan Test Prep/Manhattan GMAT	52%
Su Doku & Kakuro Titles	55%
Calendars	60%
Kaplan Legal/Medical	40%
Kaplan Professional	35%
Free Press Professional Short Discount	20%
Limited Editions	40% NR
Children's Books	
All Imprints and Distributed Lines	46%
Color & Activity Titles	48%
Limited Editions	40% NR
Library Editions	35%
(NR = Non-Returnable)	

All base discounts above include a 1% discount for participating in the Retailer EDI program, all orders placed by other means will not earn the 1% EDI discount. Requirements include placing orders via EDI and receiving ASNs, invoices, etc. electronically. EDI orders are defined as those placed by EDI, through PUBNET or PubEasy, and other third party vendors.

Retail Distribution Center (RDC)

S&S offers a discount of 48% for purchases shipped to an RDC. All product lines with higher base discounts will continue to receive those discounts, except:

Open Road Travel Guides	54%
Color & Activity Titles, Kaplan Legal/Medical	50%
World Almanac Books, Kaplan General Trade	50%
Kaplan Professional	35%

(Short Discount, Library Editions and Limited Editions are excluded from this program)

To qualify for Retail Distribution Center discount terms and free freight, the following criteria must be met:

1. Retailer must maintain a freestanding, pre-approved, Distribution Center with truck-height loading and receiving dock capable of receiving full skids of merchandise. DC may service any number of locations.
2. The RDC must order a minimum of 10 cartons per order, per DC.
3. All RDC locations must order individual titles in carton quantities. Any product ordered in less than carton quantities or that does not meet the order minimum, is subject to accounts' standard retail base discount.
4. All RDC orders must be placed under separate SAN(s) (Standard Account Numbers).
5. Retailer must transact using the following EDI documents with S&S: Purchase Order (850), POA (855), ASN (856), and Invoice (810).

Purchase orders will combine for shipping and invoicing. Orders will be packed, shipped, and invoiced, as per S&S's standard procedures. Orders picked and packed for individual stores and shipped to an RDC will not be eligible for the RDC discount. Contact your S&S Account Manager for further details and an application.

Mass Market Retail Distribution Center Policy

Retailers with Distribution Centers that meet additional criteria are eligible to receive an additional discount of 2% on Adult Mass Market titles. Contact your S&S Account Manager for further details.

Backlist Additional Discount Programs

S&S offers retailers additional discount programs for sales of backlist titles. Contact your S&S Account Manager for details.

Corporate Discount Policy

S&S offers a Corporate Sales Discount for retailers drop-shipping to corporate or community third parties. Contact your S&S Account Manager for further details.

Non-Returnable Retail Terms

S&S offers the option of nonreturnable terms of sale. Contact your S&S Account Manager for further details.

Returns Policy

This policy represents requirements for properly documenting, packing and shipping returns to S&S, while reserving the right to refuse any returns not complying with the following guidelines:

Accounts requesting credit for returned product must have purchased directly from S&S on a returnable basis. Returns of new publications will not be accepted until 90 days have elapsed from on sale date. Returns of out-of- print publications will be accepted up to 180 days after the out-of-print date. Returns must be in saleable condition as determined by S&S. Stickered product and Audio returns with torn or missing shrinkwrap are considered unsaleable. Returns must be accompanied by a Debit Memo listing its claim number, ISBN, title, price, quantity and reason for return. S&S will NOT accept estimated or anticipated returns deductions from remittances, prior to the issuance of S&S credit memo. Returns of product not published by S&S or its distribution clients will be either destroyed or, where economically viable, returned to the account at the account's expense. Under no circumstances does S&S accept responsibility for storage or return of other publisher's product sent to S&S in error.

Returns Preparation Guideline

Account's Debit Memo number must be clearly marked on the outside of each carton or pallet of the shipment, accompanied by a packing list. It should be clearly identified as "packing list document" and be attached to the exterior of one carton of the shipment. Account must issue separate Debit Memos for Whole Book returns, Stripped Covers, and Refusals. For Refusals, provide the S&S Invoice number.

Whole Book and Stripped Cover returns must be packed in separate cartons, boxes securely taped and clearly marked, with a box weight not to exceed 37 lbs, and on a pallet not exceeding 54" high, including pallet. Carton/Pallet labels must indicate the number being returned (i.e. 1 of X, 2 of X). One Debit Memo per pallet and/or carton and debit memos should not span shipments. The agent making appointments should be prepared to supply the account's name, S&S account number, account's Debit Memo number, and the pallet and/or carton count.

Returns Credits and Freight

Returns will be credited at the invoiced discount at which the product was purchased. Freight costs for returns are solely the responsibility of the account; S&S will not accept COD shipments. Returns are the responsibility of the shipper until signed by S&S. No claims will be honored without proof of delivery. It is the shipper's responsibility to arrange for insurance. For accounts participating in the RDC program, all credits will be issued based on a blended rate. This blended rate will be a weighted average of prior year sales volume, direct to stores and RDC sales, at their respective base discounts. These new rates will be implemented annually on April 1st.

Stripped Cover Returns

S&S requires front cover returns on all Mass Market paperbacks denoted by an "S" in the triangle next to the back cover. Strippable covers are accepted on trade paperback dated annuals upon the date of issue of the new editions and until the old editions are declared out of print. All other trade paperbacks are full copy returns only. In submitting stripped cover returns for credit, the retailer agrees that the bodies from which covers are returned will be shredded in such a manner as to make them unusable after covers are returned for credit. Covers must be bundled and rubber-banded in packs of about 500 covers each, barcodes uniformly oriented, edges trimmed clean (i.e. no paper from the book spine). Bundle embossed covers and "cutouts" separate from others.