



READERLINK®

**Readerlink Distribution Services, LLC**

1420 Kensington Rd, Suite 300  
Oak Brook, IL 60523-2164

**PURCHASE TERMS AGREEMENT**

This Purchase Terms Agreement is entered into as of \_\_\_\_\_, by and between Readerlink Distribution Services, LLC, and its affiliates (hereinafter "Readerlink", "RDS", "we", "us", or "our") and Click here to enter text. (hereinafter "Publisher" or "you").

Each Readerlink purchase order is expressly limited to and expressly made conditional on your acceptance of and is subject to the terms of the order and on the terms and conditions of this Purchase Terms Agreement and are the sole and exclusive terms on which we agree to be bound. Readerlink objects to any different or additional terms from Publisher, whether in an acknowledgement, invoice, or any other document not separately signed by Readerlink or specifically referred to and/or incorporated herein, which Publisher terms, the parties agree, shall be of no force or effect.

In addition to the terms of our purchase order, all such orders are subject to the general terms and conditions under which we purchase and distribute your products (and references herein to books are intended to apply to all products, including books, purchased by Readerlink from Publisher), which are as follows:

1. Terms of Sale – All product shall be sold to us on a fully returnable basis at a discount of \_\_\_\_\_ % off the suggested retail cover price, with freight prepaid by the Publisher at no cost to us, FOB our specified warehouse location(s). Any different discounts or terms for products are set forth in an addendum attached hereto. Title passes to Readerlink upon delivery of the product to our warehouse(s), and Publisher bears all risk of loss until such delivery.
2. Purchase Orders – Inventory will be ordered according to our requirements, based on forecasted demand. Unless specifically agreed by us in a written addendum attached hereto, there shall be no minimum order requirement. Readerlink's purchase orders are offers for the purchase of goods specified and are issued in accordance with and subject to the terms and conditions of this Agreement and your acceptance, whether in writing or by performance, is expressly limited to the purchase orders terms and the terms hereof.

3. Additional Discount and Dating on Initial Orders and New Store Openings – We shall be entitled to an additional discount of        % on all orders submitted during the first 60 days after execution of this Agreement. We also shall be entitled to an additional 5% discount on all product supplied for retailer stock for new store openings and store relocations. We shall also be entitled to an additional        days of extended dating.
4. Payment Terms – Payment will be due 90 days end of month, measured from the purchase order arrival date specified by us, date of invoice, or date of receipt of product, whichever is later, and subject to the additional terms and conditions set forth below. For designated orders we submit for designated arrival between August 1 and December 15 of each year for seasonal product, off-shelf displays and inventory build-up to meet anticipated holiday sales demand, we will be allowed an additional 60-day extension of such payment terms. All amounts payable to Publisher with respect to any particular order shall be subject to all claims and defenses we have, whether or not arising from that particular order or any other transaction. We may set off and deduct against any such amounts all monies and credits due to us from Publisher. Publisher shall be deemed to have accepted each deduction and charge back taken by us, unless Publisher notifies us in writing, within 90 days following receipt of our advice of such deduction or charge back, as to why the deduction or charge back should not have been taken and provides supporting documentation. Any dispute between the parties regarding any deduction or charge back shall be negotiated in good faith.
5. Co-op Funds – We shall be informed of and allowed to participate in all co-operative advertising and marketing programs of Publisher made available to any of Publisher’s customers, covering any products ordered by us. Publisher will provide, annually, an official record of the appropriate wholesale and retail co-op policy, as well as, when applicable, details of any incremental co-op programs available.
6. MSRP/EAN Barcode – All books shipped to Readerlink must have an eye readable manufacturer’s suggested retail price (“MSRP”) and correct European Article Numbering System (“EAN”) barcode on the back cover (cover four) of the book. No other barcode should appear on the back cover of books shipped to Readerlink. If you print books with both an EAN and a UPC barcode on the back cover, then you are required to cover the UPC barcode on any books you send to Readerlink. Any product received without an EAN and MSRP or with a barcode other than EAN on the back cover, without prior approval from Readerlink, will be set aside in our warehouse and re-ticketed by Readerlink. The Publisher will be billed, per book, by Readerlink, as outlined in the Readerlink Routing Guide, to bring any noncompliant books into compliance. Any exceptions to either the eye readable MSRP or the EAN bar code, including non-book UPC product, must be communicated in writing to and resolved with Readerlink’s product management team prior to shipping books to Readerlink.
7. Price Changes - Readerlink will only accept prices changes that coincide with changeover transition schedules, and we require 90 days’ prior written notification of all price changes. We will be accorded price protection for any price increases that that do not comply with such schedules. If you implement a price increase that does not comply with changeover transition schedules, then you are required to place a sticker with the old price and EAN over the new price and to bill us based on the old retail price, with 90 days’ prior written notice, until the effective date of the scheduled transition. Additionally, you will be responsible for, and Readerlink may deduct from payments due you, all labor, freight, and other related expenses Readerlink incurs in

returning products whose prices are changed outside of the scheduled transition dates and restocking with products at the new price. Changing MSRP on a book without changing the EAN may result in the title not carrying over into all retailer planograms.

8. Product Samples – Publisher shall provide, on our request and at no charge to us, reasonable quantities of sample copies of Publisher’s products for planogram displays and promotional purposes. Publisher shall reimburse us, at our cost, for copies taken out of inventory for such purposes.
9. Returns – Publisher guarantees that all product manufactured, published, or distributed by Publisher, whether or not sold by Publisher to Readerlink, shall be fully returnable and that any returned product will be allowed full credit, regardless of condition (e.g., stickered books, shelf-worn books, damage caused from handling) or any delay in returning product. We will exercise care in handling products and will attempt to return products to Publisher on a timely basis; however, we do not warrant the condition of any products returned to Publisher. Publisher’s failure to accept all products returned by us shall be deemed a material breach of this Agreement, and we shall have the right to liquidate such products and to charge Publisher for any and all costs and handling expenses incurred in connection therewith, including, but not limited to, costs of transportation, restocking in inventory, warehouse storage, liquidation expenses and any difference between the invoiced price and the liquidation value of such products. We are not required to obtain any return authorization as a condition to returning any product purchased from the Publisher. In the event that a return to Publisher creates a balance due from Publisher to RDS, Publisher shall pay such balance within 15 days of receipt of the return.
10. Smart Returns Program – Publisher agrees to participate in Readerlink’s “Smart Returns” program, as described in Addendum A of this Agreement and further completed and executed by Publisher.
11. Affidavit Returns – We shall not be required to physically return to Publisher either full copies or covers of mass market paperback, or any other product deemed affidavitable by the Publisher for any of its customers. Instead, we will cause such books to be destroyed and will provide an affidavit to Publisher attesting to the titles and quantities so destroyed. Our affidavit shall be deemed conclusive for return credit. Returns of international editions of Publisher’s products, including US editions sold to US possessions and military bases, shall not be required to be physically returned to Publisher and will be allowed full affidavit privileges, unless otherwise agreed by Readerlink and Publisher in writing.
12. “Out of Print” Deadlines – Publisher shall allow full credit for all returns of Publisher’s products, notwithstanding our compliance or noncompliance with any such deadlines, including but not limited to, any returns received by us from new customers. Publisher will not return out of print product to Readerlink without prior written approval, which may be given or withheld in Readerlink’s sole discretion, and Readerlink will not pay return freight on any out of print product. Out of print titles returned by Publisher to Readerlink will be destroyed, and Publisher shall pay Readerlink a fee for handling and destruction.
13. Reserve for Returns – RDS reserves the right to maintain a reserve for prospective returns of Publisher’s products. Payments to Publisher will be made, less any reserve for such returns, which will be offset against amounts billed by Publisher. Reserves are calculated based upon factors such as the product on hand in RDS warehouses, product on hand at our customer locations,

returns being shipped or in transit, and any other factors that may cause a publisher to owe amounts to RDS.

14. Product Returned in Error – In the event that product from another publisher is returned to you in error, you agree not to destroy such product without our prior authorization. Instead, you agree to contact us for instructions on the disposition of such product and not to commingle another publisher's product with any other product. For returns of product by Readerlink, please contact Readerlink at publisherreturns@readerlink.com.

15. Representations and Warranties

(a) Publisher warrants that all product shipped to us shall be merchantable and free from defects; shall be fit for its intended purpose; shall be free from all liens, security interests, and other encumbrances; shall conform to any and all requirements, conditions or provisions of applicable domestic and international, federal, state and local law, regulation and order ("Law"); and shall not infringe upon or violate any patent, copyright, trademark, trade name, or other intellectual property or trade secret right belonging to any other person. All warranties herein shall be in addition to all other warranties and all of a buyer's remedies (express, implied or statutory) set forth in the Uniform Commercial Code and otherwise; shall survive our payment, acceptance, inspection, or failure to inspect the products; and shall extend to us and to our customers.

(b) All products manufactured and/or sold by Publisher to Readerlink meet applicable U.S. product safety standards, including without limitation, the Consumer Product Safety Improvement Act of 2008 and its implementing regulations, as they may be amended from time-to-time (the "CPSIA"), California's Proposition 65, U.S. Environmental Protection Agency restrictions on banned substances and Ozone-Depleting Chemicals, and the Canada Consumer Product Safety Act for any products being sold into Canada ("CCPSA"). Publisher, at its sole cost and expense, has performed, or caused to be performed, all tests on Publisher's products required by the U.S. Consumer Product Safety Commission and the CPSIA and the CCPSA, as well as any other Law or applicable industry voluntary standards.

(c) With the delivery of this Agreement, Publisher shall provide Readerlink, and will, hereafter, update and otherwise provide or make available, as required by Law and within 24 hours of Readerlink's request, the required certificates for Publisher's products, including without limitation, all certificates of compliance testing, material change testing, and periodic testing in accordance with Law, all indicating that all such tests have been administered and passed, and documentation of compliance with CPSIA, California Proposition 65, U.S. Environmental Protection Agency restrictions on banned substances and Ozone-Depleting Chemicals, the CCPSA, and other applicable laws and regulations. Publisher will notify Readerlink within 24 hours if a product purchased or on order by Readerlink fails to meet standards required by CPSIA, CCPSA, or any applicable law or regulation; maintain records required by CPSIA, CCPSA, and/or any applicable law or regulation; and monitor CPSIA, CCPSA, and any applicable law or regulation and update your testing program, as necessary, to maintain compliance. Readerlink reserves the right to require Publisher to subject products to additional testing, at Publisher's sole cost and expense and to provide the resulting lab reports to Readerlink promptly.

(d) With the delivery of this Agreement, Publisher shall provide Readerlink, and will, hereafter,

update and otherwise provide, Material Safety Data Sheets, as required by the Occupational Safety and Health Act and any other Law, with respect to Publisher's products.

16. Insurance – Publisher further warrants that it has in effect, as of the date hereof, and will continue in full and force effect, at Publisher's expense, Product Liability insurance, including blanket contractual liability, and advertising injury insurance coverage, and Professional or Media Liability insurance, each in amounts not less than \$1,000,000 per occurrence; such policy shall be an occurrence policy and not a claims-made policy. We, and each of our affiliates, shall be named as additional insureds on such insurance, and evidence of such insurance shall be provided to us. Such insurance shall afford primary coverage and contain a provision that the policy shall not be modified or canceled until at least 30 days prior written notice has been given to us. All required insurance policies shall be underwritten by an insurance carrier with an A.M Best rating of "A-" or better. Compliance by Publisher with the requirements in this Paragraph 16 shall not relieve Publisher of its liabilities and obligations under Paragraph 17 hereof.
17. Indemnification – Publisher agrees to protect, defend, indemnify and hold Readerlink, our customers, and our respective affiliates and employees harmless from and against any and all claims, actions, demands, liabilities, losses, costs and expenses, including attorney fees, (a) arising out of any actual or alleged injury to, death, libel, or defamation of, or emotional distress suffered by any person, or damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result, directly or indirectly, from the purchase, shipment, delivery, sale or use of the products sold to us by Publisher or Publisher's negligence or willful misconduct or breach of this Agreement; (b) arising out of any actual or alleged injury to or death of any employee or agent of Publisher (for which Publisher waives the protection and defense of any applicable workers' compensation statute or law as an exclusive remedy or otherwise), or damage to any property of Publisher occurring on our premises; (c) resulting from the breach of any of Publisher's representations, warranties or other covenants or obligations contained herein; or (d) resulting from any actual or alleged infringement or misappropriation of any trademark, patent or copyright or other intellectual property or trade secret right related to any product sold to us. In no event shall Publisher enter into any settlement without our prior written consent.
18. Product and Freight Guide – Publisher acknowledges receipt of Readerlink's current Product and Freight Guides and agrees to comply with the terms thereof, as modified from time to time and posted on our website, [www.Readerlink.com](http://www.Readerlink.com), and further agrees to pay all charges specified therein resulting from Publisher's failure to comply with any provision of the Guides. We reserve the right to deduct such charges from any amount due Publisher for product sold to us or otherwise.
19. Transfer of Distribution – In the event that any title of Publisher transfers from one distributor to another, Publisher shall notify us in writing how and when the transfer will occur, including procedures relating to returns. Publisher agrees and guarantees that all returns shall be accepted by the new distributor and that any distributor will comply fully with the terms of this Agreement with respect to Publisher's product.
20. Term and Termination – This Agreement shall continue from year to year unless terminated earlier by either party on at least 120 days prior written notice. In the event of termination of the parties' relationship, for any reason whatsoever, with or without cause, Readerlink may hold a reserve against customer returns based on actual returns still being received from Readerlink's customers and/or records indicating product is still maintained in Readerlink's customers stores,

until such time as Readerlink determines, in its commercially reasonable judgment, that no additional Publisher product will be returned by its customers. At such time, Readerlink will promptly pay any remaining balance due to Publisher or Publisher will promptly pay any credit balance due to Readerlink, as the case may be. Any disputes regarding balances due between the parties shall be negotiated in good faith.

21. Assignment – We shall have the right to assign all or part of any order submitted by us to Publisher to a related entity with or without notice to, or the approval of, Publisher.
22. Confidentiality – The terms of this Agreement are confidential and shall not be disclosed by Publisher without our prior written consent, which may be given or withheld in our sole discretion, except as required by law in response to compulsory legal process. In the event of such required disclosure, you will provide us with prompt written notice to allow and will cooperate with and assist us to seek a protective order or other appropriate remedy; you will disclose only such information as is required by such legal process, and you will use commercially reasonable efforts to obtain confidential treatment for any such information so disclosed.
23. Governing Law; Consent to Jurisdiction – This Agreement and any purchase order pursuant hereto shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without regard to conflict of laws, and the parties irrevocably agree that the state and federal courts located in Cook County, Illinois shall have exclusive jurisdiction over any suit or other proceeding arising out of or based hereon or thereon, and each hereby waives any claim that it is not subject personally to the jurisdiction of said courts or that such suit or other proceeding is brought in an inconvenient forum or improper venue.
24. Customer Bankruptcy – Publisher agrees to share in any losses Readerlink may incur as a result of a bankruptcy filing or other insolvency proceeding by a Readerlink customer. Accordingly, Readerlink may deduct, from amounts otherwise due Publisher, an amount equal to the percentage of the customer's receivable owed Readerlink, as of the date the bankruptcy case was filed or as of the measuring date for any other insolvency proceeding, based on Publisher's market share of Readerlink's sales to the customer during the 12 months preceding such date.
25. Miscellaneous – Readerlink's purchase orders and this Agreement are the entire agreement of the parties with respect to such orders and supersede any prior agreement between the parties, whether written or oral, and supersede prior practices, even where such prior practices may be deemed to be usual and customary in the industry. The terms and conditions set forth in this Agreement may not be amended, modified, or waived except in writing, signed by a duly authorized representative of Publisher and by an officer of Readerlink. These terms and conditions prevail over any terms and conditions contained in any other document and expressly exclude any of your general terms and conditions of sale or any other document you issue in connection with any order by us. No waiver of the terms hereof shall be effective unless set forth in a signed writing, and no failure to exercise or delay in exercising any rights, remedy, power or privilege arising herefrom shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

To signify your acceptance of and agreement to the foregoing terms and conditions, two copies of this Agreement should be signed by an officer or other authorized employee of Publisher in the space indicated below and returned to Readerlink. One copy signed by us will be returned to you. Alternatively, this

Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto. The parties hereto confirm that any facsimile copy or electronic copy (e.g., pdf format) of another party's executed counterpart of this Agreement (or the signature page thereof) shall be deemed to be an executed original thereof.

**READERLINK DISTRIBUTION SERVICES, LLC**

**PUBLISHER**

By:

By:

Name:

Name:

Title:

Title:

**Please also provide the following contact information:**

Publisher Name:

Imprints:

Address:

City:

State:

Zip:

Telephone:

Fax:

Local Contact:

Email:

Telephone:

Fax:

Address for Returns:

City:

State:

Zip:

Contact:

Email:

## ADDENDUM A: SMART RETURNS PROGRAM AGREEMENT

This Agreement is entered into, as of the date last written below, between Readerlink Distribution Services, LLC (“Readerlink”) and \_\_\_\_\_ (“Publisher”).

WHEREAS, Readerlink and Publisher have determined that the disposition of certain returns of Publisher’s books (the “Books”) from Readerlink and its customers would be most efficiently and economically handled by the destruction of such returns and/or delivery to Publisher’s designated jobber, remainderman, or donee for pickup,

NOW, THEREFORE, in consideration of the promises set forth below, the parties hereby agree as follows:

1. Readerlink will process loose unit, whole copy returns of Books from Readerlink's retail customers and other loose units and mint product returns (stock reductions) at Readerlink's distribution centers, as well as such other copies as agreed to by the parties. These Books will, as indicated by Publisher’s initials below and set forth in Publisher’s electronic files provided pursuant hereto, be (select one or more):

(a) \_\_\_\_\_ (initial) Processed and destroyed on site and/or

(b) \_\_\_\_\_ (initial) Processed and held for pickup by Publisher’s jobber, remainderman, and/or donee (individually or collectively, “Jobber”) and/or

(c) \_\_\_\_\_ (initial) Processed and returned full copy to Publisher’s designated returns facility,

at Readerlink facility(ies) designated by Readerlink (the “Smart Returns Program”). The further provisions of the Smart Returns Program are set forth in Exhibit A hereto and incorporated herein by reference.

2. All Books approved by Publisher for future pickup by Publisher’s designated Jobber will be maintained by RDS within the RDS distribution and return centers. The parties agree that Readerlink may commingle such Publisher Books in gaylords or other containers (“Containers”) with other publishers’ books designated for the same Jobber or, in Readerlink’s sole discretion based on the volumes of such returns, direct Publisher Books to a designated lane in Readerlink’s returns processing system. Once such Books have been processed, placed in Containers for Jobbers, and the Containers have passed Readerlink’s Quality Control process, title to and risk of loss with respect to the Books transfers to Publisher even though the physical Books continue to be maintained within a RDS facility.

3. Only Book titles approved by Publisher under the Smart Returns Program may be destroyed or held for jobbers (“Smart Returns”). Publisher will provide Readerlink with a weekly electronic file that identifies Book titles that may be destroyed under the Smart Returns Program and Books that may be held for Jobbers, as provided for in Section 2, above. The manner of processing and disposition of Smart Returns will be determined based on Publisher’s file at the time Readerlink designates the disposition of, but may not have yet destroyed or held, such Book title, and subsequent changes to Publisher’s file will only apply to Books designated for disposition by Readerlink following receipt of the file change. Publisher and Readerlink will negotiate in good faith to resolve any errors in the processing of returns pursuant hereto.

4. Subject to the foregoing:

(a) Readerlink will provide a weekly affidavit report to Publisher related to Books processed under the terms of the Smart Return Program. The dollar value of each affidavit report will be deducted by Readerlink on its next payment to Publisher.

(b) Readerlink shall deduct from its next payment to Publisher the cost value of Books processed as Smart Returns for Jobbers when Containers containing such Books have passed Readerlink's Quality Control process, and those deductions will be documented as such on payment remittances to Publisher; and

(c) Readerlink shall deduct the following per unit cost for Smart Returns on a monthly basis, one month in arrears, from payments due Publisher as a processing fee:

1. Full Copy Returns: \$0.14/unit
2. Destroy on site: \$0.05/unit
3. Hold for Designated Jobber: \$0.08/unit

Publisher shall remit payment of the amounts provided for in this Section 4 for Smart Returns to Readerlink if no payments are due from Readerlink.

5. Publisher may report any variances between its records and the deduction for Smart Returns taken by Readerlink within thirty (30) days following the deduction date. The parties will negotiate any discrepancies promptly and in good faith. If Publisher does not notify Readerlink of any discrepancies within 30 days of the deduction date, then the deduction taken by Readerlink will be final.

6. Readerlink will make weekly reporting of Books being held for Publisher's Jobber available on Readerlink's Publisher portal that reflect the deductions taken in accordance with Section 4(b), above. Publisher's Jobber must remove containers from Readerlink's warehouse(s) within thirty (30) days from the container being available, unless otherwise agreed by the parties.

7. Publisher and/or a qualified auditor may audit Readerlink's Smart Returns Program relating to Publisher's Books hereunder upon reasonable advance written notice, and during normal business hours. Publisher and/or its auditor shall perform any such audit in a reasonable manner, agreed upon by Readerlink, that minimizes any disruption to Readerlink's normal operations.

IN WITNESS WHEREOF, the parties hereto, through authorized representatives, have caused this Agreement to be entered into as of the last date written below.

READERLINK DISTRIBUTION  
SERVICES, LLC

\_\_\_\_\_  
("Publisher")

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Exhibit A**

### **Readerlink Smart Returns Program**

#### **Customer return full copy affidavit destruction and hold for Jobber pick up**

Publisher will provide Readerlink with a weekly file identifying item level returns disposition defined by the following codes

F – Return all customer return product to the Publisher

F2 – Return all customer return product to the Publisher using a second address if applicable

D – Destroy all customer return product on site

D2 – Destroy all customer product containing non-book elements off site\*

J – Sort all customer return product to a third party for pick-up as identified by the Publisher

\*Due to the potential hazard created by the destruction of product containing non-book elements by Readerlink on-site, Publisher shall indemnify and hold Readerlink harmless from and against any loss, damage, cost or expense to the extent arising out of or resulting from the destruction of product containing non-book elements that were improperly coded by Publisher for on-site (D vs. D2) destruction.

It is at the Publisher's discretion to provide either a full or partial list of EANs on the weekly file. Only the EANs provided in the Publisher weekly file will be updated. EANs that do not appear on the Publisher provided weekly file will be unchanged. EANs that do not exist in the Readerlink system will be ignored and skipped. Error reporting will be distributed to the Publisher and Readerlink inventory team for resolution. Any file containing errors will not be processed until all errors are resolved or removed from the file; thus, the previous week's disposition codes will remain functional until the new file is error free and the system is updated.

Accepted files will update the title level returns disposition the Monday morning following the file receipt week.

Any full copy returns of product with Publisher approved field affidavit privileges will be destroyed using the approved on-site process.

Readerlink may destroy via a third party any product containing non-paper elements and identified as destroy by the Publisher.

#### **Mass market cover processing**

Mass market covers received as returns from Readerlink customers will be processed for credit through Tangent machines on-site in the Romeoville, IL, Denton, TX, Winder, GA, and Ogden, UT returns facilities. All covers accepted by the Tangent machine and scanned for credit will be destroyed immediately upon exiting the Tangent machine. No covers will be returned to the Publisher or stored in Readerlink facilities.

Covers that are unreadable by the Tangent machine will be manually scanned for full credit in the returns facility's Tangent area and destroyed.

## **Returns from Readerlink unshipped on hand inventory**

Publisher will provide Readerlink with a weekly file identifying item level disposition for unshipped product in Readerlink facilities to be returned to the Publisher for credit defined by the following codes

F – Return all unshipped product to the Publisher

F2 – Return all unshipped product to the Publisher using a second address if applicable

D – Destroy all unshipped product on-site

D2 – Destroy all unshipped product containing non-book elements off site\*

J – Stage all unshipped product for pick up by a third party as identified by the Publisher

\*Due to the potential hazard created by the destruction of product containing non-book elements by Readerlink on-site, Publisher shall indemnify and hold Readerlink harmless from and against any loss, damage, cost or expense to the extent arising out of or resulting from the destruction of product containing non-book elements that were improperly coded by Publisher for on-site (D vs. D2) destruction.

It is at the Publisher's discretion to provide either a full or partial list of EANs on the weekly file. Only the EANs provided in the Publisher weekly file will be updated. EANs that do not appear on the Publisher provided weekly file will be unchanged. EANs that do not exist in the Readerlink system will be ignored and skipped. Error reporting will be distributed to the Publisher and Readerlink inventory team for resolution. Any file containing errors will not be processed until all errors are resolved or removed from the file; thus, the previous week's disposition codes will remain functional until the new file is error free and the system is updated.

Accepted files will update the title level disposition the Monday morning following the file receipt week.

Readerlink may destroy any unshipped product with Publisher approved field affidavit privileges using the approved on-site process.

Readerlink may destroy via a third party any product containing non-paper elements and identified as destroy by the Publisher.

All processes are subject to change upon notification by Readerlink.