

# ROWMAN & LITTLEFIELD PUBLISHING GROUP CREDIT APPLICATION

## GENERAL INFORMATION

**IMPORTANT:** EVERY NEW ACCOUNT MUST HAVE THIS FORM COMPLETED AND SIGNED

Name of Business:		Dun & Bradstreet Number:	
Billing Address:	City:	Country:	Postal Code:
Shipping Address:	City:	Country:	Postal Code:
Telephone Number	Fax Number	Accounts Payable Manager	A/P Manager's Number
E-mail Address:	Check where applicable: Corporation      Partnership      Sole Ownership		

## ACCOUNT INFORMATION

When did this business begin?	What type of business is this?	Do shipments require P.O. no.? Yes      No	Will purchased books be for resale? Yes      No
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## BANKING REFERENCES

Principle Bank:	Bank Officer:	Fax Number:	Telephone Number:
Address:	City:	Country:	Postal Code:

## DETAILS OF BANK IN THE UNITED STATES: (NOTE: Payment must be made in US funds to avoid exchange rate fees)

Bank Name:	Bank Officer:	Fax Number:	Telephone Number:
Address:	City:	State:	Zip:

## TRADE REFERENCES (WITHIN THE U.S. ONLY)

Name:	Account Number:	
Address:	Fax Number:	Telephone Number:
Name:	Account Number:	
Address:	Fax Number:	Telephone Number:
Name:	Account Number:	
Address:	Fax Number:	Telephone Number:

### • APPLICANT FINANCIAL DISCLOSURE •

I have read and understand the CONDITIONS OF SALES associated with this agreement.

This information is given for the purpose of obtaining credit and is warranted to be true. I/We authorize University Press of America to investigate the references listed pertaining to my/our credit and financial responsibilities.

Name (Please Print):	Title:
Authorized Signature:	Date:

**X**

## SHIPPING INSTRUCTIONS

Account Name: \_\_\_\_\_

Select your account Back Order Terms:

- \_\_\_\_\_ All back orders permitted  
\_\_\_\_\_ Back order *Not Yet Published* titles only  
\_\_\_\_\_ No back orders permitted

Number of weeks allowed to backorder:

- Not Yet Published* titles \_\_\_\_\_ weeks (52 weeks if not specified)  
All others \_\_\_\_\_ weeks (12 weeks if not specified)

Unless otherwise instructed, accounts that allow back orders will be set up to consolidate on a 5 book/30 day basis. \_\_\_\_\_ Agree \_\_\_\_\_ Disagree

Freight Forwarder Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Final Destination Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

# CONDITIONS OF SALE

## ALL QUOTATIONS AND SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

**CONTROLLING PROVISIONS** These terms shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. If a purchase order on a form provided by the Buyer in any way conflicts with or is inconsistent with the terms or conditions herein, the terms and conditions of these Conditions of Sale will prevail.

**SHIPMENT** All prices are F.O.B. Seller's distribution center. Method and route of shipment are at Seller's discretion unless the Buyer supplied explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk. All freight, express and delivery charges shall be paid by the Buyer, or charged as a separate item to the Buyer. The acceptance of the merchandise by common carrier shall CONSTITUTE DELIVERY. Title to goods held for shipping instructions or held at the request of the Buyer shall pass to the Buyer upon assembling of such goods and upon notice thereof to the Buyer, and thereafter such goods shall be held at the Buyer's risk. Partial deliveries shall be accepted by the Buyer and paid for at contract prices upon maturity of bills thereof. If any part of the merchandise is not delivered by the Seller, or is not in accordance with the contract, the contract for the remainder of the merchandise and the Buyer's obligations thereunder shall not be affected thereby. In addition to the net price stated herein, the Buyer agrees to pay to the Seller any increases in cost on account of this transaction or any operation thereof, including costs of materials resulting from Federal, State, or Municipal legislation, regulation, order or action dealing with taxes, payroll taxes, wages and hours, allocations or price controls. No liability shall attach to the Seller in the event delivery or other performance under this contract is prevented or restricted by any allocations, controls, or regulations imposed by legislation or by any governmental agency, and in that event Buyer agrees to accept such partial delivery as the Seller may be able to make.

**CREDIT** In case any bill shall not be paid when due, all sums owing under this and other contracts between Seller and Buyer shall, at the option of the Seller, become due at once, irrespective of terms of sale, and Seller may defer delivery under this and such other contracts until such sums shall be paid and for a reasonable time thereafter. Buyer shall pay interest at the highest rates charged by commercial banks in New York City or the maximum interest rates permitted by the laws of the Buyer's jurisdiction. Interest shall be charged from the day such amount is due until paid, and Buyer agrees to pay all of Seller's costs and expenses incurred in collecting from Buyer, including fees of Seller's counsel, whether in-house or outside counsel. The terms of credit specified herein shall be subject to change by the Seller but in no event shall the Buyer be released from liability by reason of any such change unless Seller cancels this agreement in writing. If the total amount under the contract of Buyer exceeds the line of credit from time to time established by the Seller, or if Buyer fails to make payment on past due invoices, or in the opinion of the Seller the financial conditions of the Buyer warrants it, Seller may limit or cancel the credit of Buyer as to time and amount. Seller may then demand payment in cash before delivery of any part of the merchandise and upon failure by Buyer to make payment within ten (10) days after written demand, Seller may cancel contract.

**DELAYS** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer when such delay is directly or indirectly caused or arises from fires, floods, accidents, riots, acts of God, war, government interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, electricity, materials, or supplies, transportation delays, or any other cause beyond Seller's control. Seller shall not be liable for consequential damages or for any damages by reason of Buyer's inability to obtain substitute goods or for special damages, even if Seller is aware thereof. Seller shall not be liable for non-delivery or late delivery, if Seller's suppliers fail to deliver or are late in delivering materials.

**TAXES** Prices on goods specified herein are exclusive of all Federal, State, County and City excise taxes, including but without limiting the generality of the foregoing, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Where applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

**SELLERS RIGHT TO POSSESSION** Seller shall have the right, at any time, and without prior notice to Buyer, for credit reasons, because of Buyer's default or because of government price controls or allocation, to withhold shipments, in whole or in part, to recall goods in transit, retake same and

repossess all goods which may be stored with Seller for Buyer's account. Buyer consents that all the merchandise so recalled, retaken or repossessed shall become the property of Seller, with Buyer receiving full credit.  
**CANCELLATION** An order accepted by Seller can be canceled by Buyer only with Seller's prior written consent and upon terms that will indemnify Seller against loss.

**ACCORD AND SATISFACTION** Any check or remittance received from or for the account of the buyer may be accepted and applied by Seller against any indebtedness or obligation owing by the Buyer, without prejudice to or discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing in or accompanying such check or remittance.

**RETURNS INFORMATION** To receive full credit, invoice numbers, dates and discounts must be provided for each title. If required information is not provided, customer's account will be credited at the highest category discount.  
**Note, foreign sales for the most part are non-returnable.**

**Returns are accepted based on the following reasons:**

**Damaged Items:** Returns for damaged titles should be accompanied by an invoice and sent no later than 60 days from the invoice date.

**Short Shipment, Non-Receipts and Mis-Ships:** Credits must be claimed within 60 days of the invoice date. Please contact Customer Service at 800-462-6420 if you have any questions or require additional assistance.

**Items Returned in Error:** Titles returned erroneously (e.g. out of print, not our publication) will not receive credit and will be returned at the Customers expense.

**Calendars, Video, Audio Tapes and CDs:** All calendars must be returned before March 1<sup>st</sup>. Video and audio tapes and CDs are returnable if the shrink wrap is unbroken.

**Stripped Covers:** Returns accepted on predesignated titles only. Contact your Sales Representative for details.

Allowable returns must be in clean, saleable condition and all titles must be in print.

**WARRANTIES:** There is no implied warranty of merchantability or of fitness for a particular purpose respecting this agreement or the merchandise, and any such warranty is excluded. Seller makes no express warranties of any kind regarding the merchandise except those specified in writing and signed by the Seller.

**ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties and it cannot be orally changed, modified or amended. Any change, modification or amendment to be effective must be in writing and signed by both parties. This contract is governed by Maryland law and both parties consent to the jurisdiction of the Prince Georges County, Maryland courts over any matters arising out of this contract.

**PAYMENT TERMS ARE NET 120 DAYS**