



## Terms of Service

### Section 1 – Identification

This Agreement between Ship Your Books (SYB) and the person signing up for services, hereafter called “COMPANY” is made for the purpose of setting forth the terms and conditions under which SYB will provide book printing and/or fulfillment services for COMPANY.

The term of this Agreement shall commence on the date the COMPANY initially signs up online and pays their \$100 deposit and shall continue in effect for one year and automatically renew for one year terms, unless and until this Agreement is terminated, during any term, as outlined in Section 5 of this agreement.

### Section 2 – SYB Activities

2A. SYB will provide book printing and/or book fulfillment services on behalf of COMPANY.

2B. SYB will pick and ship books for orders received from COMPANY. SYB and COMPANY will work together to determine and set up the best way to transfer order information from company to SYB. If manual entry of orders into the SYB backend system is required it is the responsibility of COMPANY to do so and SYB will provide instruction on the process.

2C. SYB will use appropriate packaging material at its discretion for COMPANY books.

2D. SYB will process and ship all orders for in stock books within 1 business day of when an order is successfully entered into SYB’s backend system.

2E. SYB will provide COMPANY a weekly ledger summarizing all orders received and shipped for COMPANY. This ledger will be provided to COMPANY no more than 3 business days from the end of the prior week. COMPANY will also have access to their own password protected area within the SYB backend system (called Red Oak Cart) via which they can check order status and inventory levels of their books 24/7.

2F. Unless otherwise notified, SYB will ship COMPANY books via the United States Postal Service (USPS), Federal Express (FedEx) or United Parcel Service (UPS). Shipping options will be presented by SYB to COMPANY and COMPANY will make a determination in advance of shipping as to the default shipping methods it wishes to utilize for their books.

2G. SYB shall, at all times, hold sufficient insurance to restore at replacement cost all COMPANY inventory currently held by SYB.

2H. SYB will insert up to 2 additional printed pieces or small items such as a thank you letter, sales sheet, or a CD or DVD in a paper sleeve into outgoing shipments at no cost to COMPANY. Items for insertion cannot be larger in size than the book they are being inserted into. If SYB is printing these pieces or duplicating discs for COMPANY there would be a printing or duplication cost. Additional items can be inserted into outgoing shipments at a per unit cost of \$.25 per shipment.

2I Confidentiality. SYB and COMPANY both agree to treat confidential any and all information provided by the other and shall not disclose or permit to be disclosed any information to any person or entity except employees, agents, or contractors with a need to know in the normal course of their work, or in accordance with state and federal laws and regulations.

SYB and COMPANY shall take steps necessary to ensure the confidentiality of said records and information. SYB and COMPANY agree not to disclose the negotiated rates and/or compensation payable to SYB pursuant to the terms of this Agreement.

### Section 3 – Company Activities

3A. If COMPANY is providing books or inserts for shipments they must be shipped to the address below.

Ship Your Books

2001 N. Hunt Street

Terre Haute, IN 47805

Attn.: (YOUR NAME OR COMPANY NAME)



3B. All items shipped to SYB must include a packing list indicating items in the shipment along with quantities of each. SYB will verify quantity received vs. packing list and notify COMPANY of receipt of product and of discrepancies, if any. If a shipment arrives without a packing list that shipment will be held and not logged into inventory until a packaging list has been received by SYB.

3C. Books will be inventoried and stocked in the SYB warehouse for order fulfillment within 5 days of receipt of initial inventory.

#### **Section 4 – Intellectual Property**

4A. COMPANY acknowledges that it has intellectual property rights for any books it requests SYB to fulfill on its behalf.

4B. COMPANY acknowledges it has resale rights to any books it ships to SYB to fulfill on its behalf.

#### **Section 5 – Remedies**

5A. This Agreement may be terminated upon forty-five (45) days prior written notice by either party. If termination is for cause, a statement shall be given to the breaching party specifying the nature of the material breach and requesting that it be corrected within (15) days from the written request for corrective action. If sufficient correction is not made, termination may be immediate.

5B. COMPANY acknowledges that if this Agreement is terminated by either party it must pay any outstanding balances for services rendered by SYB in full, as well as the shipping cost of any books to be returned before any remaining books will be returned by SYB to COMPANY.

#### **Section 6 – Compensation**

6A. COMPANY agrees to establish an account with SYB by paying an initial deposit of \$100 to offset initial shipping costs that will be incurred on COMPANY's behalf when fulfillment services begin. COMPANY understands this initial deposit will be charged at the time COMPANY completes the the online signup process.

6B. Once the initial deposit has been consumed by the weekly charges accrued the COMPANY credit card on file will be charged an amount equal to the initial deposit amount to replenish the account. For those companies doing volume in excess of the amount of the initial deposit weekly the replenishment amount may be adjusted to a larger figure that will be mutually agreed to. COMPANY understands that all billings will appear on their statement under the name Speaker Fulfillment Services, the parent company of SYB.

6C. COMPANY understands that if an attempted COMPANY credit card processing is declined COMPANY has 3 days to correct the matter or fulfillment services may be suspended. COMPANY further understands that if it falls more than 3 months behind on payment of monthly storage charges then SYB has the right to dispose of remaining inventory as it deems appropriate. This can include recycling, donation of books to a charitable organization or outright disposal. Remaining inventory will be returned to COMPANY only if storage charge payments are brought up to date and COMPANY has prepaid the shipping and fulfillment costs associated with returning the inventory to COMPANY.

6D. When fulfillment services are provided for COMPANY books COMPANY will pay SYB a fee as follows for shipping of books. These fees include all packaging materials.

- Order for 1 book - \$2.00
- Order for 2-5 books - \$3.00
- Order for 6 or more books - \$4.00 per box shipped.

6E. International shipments fulfillment fees

- Order for 1-5 books - \$3.00
- Order for 6 or more books - \$4.00 per box shipped.

6F. Amazon Advantage and Amazon Seller Central Fulfillment. The fulfillment charge for any orders from Amazon Advantage or Amazon Seller Services is \$4.00 per box shipped regardless of the quantity of books shipped.

6G. For shipments going out by freight carrier COMPANY will pay SYB a fee of \$20.00 per hour for the time spent picking the items from inventory, packing for shipment and arranging freight pickup. If freight shipments like this are returned to SYB after an event a labor charge of \$20.00 per hour will be charged for arranging pickup, unpacking and logging the same books into inventory again.



6H. COMPANY will pay SYB a fee in the amount of \$15.00 per pallet (4' x 4' x 4') per month that it is stored in the SYB warehouse for books sent to SYB by COMPANY.

6I. COMPANY agrees to pay a 50% deposit on their printing runs if SYB is printing books for COMPANY. Balance of printing costs will be due in full prior to any books being shipped out on behalf of COMPANY.

6J. SYB currently accepts orders into our backend system via integrations with various platforms such as Infusionsoft, 1 Shopping Cart, CloudNet 360, Red Oak Cart, ClickFunnels and ClickBank. We will also show you how to access our backend system and manually enter orders for fulfillment. If COMPANY requests SYB to do any order entry to create a fulfillment then COMPANY agrees to pay SYB a \$2 fee for manual order entry.

6K. Initial Setup Costs. COMPANY may place up to 12 different ISBNs with SYB during initial setup at no cost to COMPANY. This includes receipt of and counting of initial quantity received, setting up of each ISBN within our backend system, selection of warehouse location(s) and stocking of product. Each additional ISBN placed with SYB will have a setup charge of \$10 per title or \$20 per labor hour spent performing all setup tasks associated with a new title, whichever is less. After initial setup up to 3 additional ISBNs may be placed with SYB each month thereafter at no cost to COMPANY.

#### **Section 7 – Book Returns**

7A. SYB agrees to notify COMPANY of any book returns received a minimum of once per week. There is a \$3.00 charge for processing of book returns. SYB will inspect returned books and if book is in "as new" condition it will be returned to inventory on behalf of COMPANY. If books is not suitable to fulfill orders with it will be recycled or returned to COMPANY at COMPANY's discretion. COMPANY will specify in advance whether it wants damaged books to be recycled or returned.

#### **Section 8 – Miscellaneous**

8A. Both parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this agreement

8B. Both parties agree to indemnify, defend and hold each other harmless from loss, damage or expense arising out of their material breach.

8C. The parties are to submit any dispute under \$1,000 to binding mediation within thirty (30) days of first notice of the dispute. In the event that the parties cannot resolve a dispute greater than \$1,000 through non-binding mediation, the matter may then be resolved through the use of the court system. Attorney fees and costs may only be charged and award if the mediator or court determines that a party has unreasonably failed to mediate a claim or caused unnecessary expense or delay in proceedings.

8D. This Agreement shall be governed by Indiana law.