



# Santorella Publications Consignment Program

## Terms & Conditions

### *We agree to:*

1. Provide you will an initial consigned inventory (for new Consignment Customers) of publications offered in our catalog.
2. Restock your consigned inventory from time to time.
3. Defer shipping charges for items shipped on consignment until such time as the items are billed to you as payable. At that time, shipping charges will be based on the actual shipping charges that would have been incurred for an order placed for those items.
4. Request periodic inventory reconciliations from you from time to time (usually 3 to 4 times per year, but never more frequently than every 90 days) and provide you with either an excel spread sheet or a PDF showing your most recent inventory with catalog numbers, item descriptions, retail prices, and previous quantities.
5. Reconcile your inventory upon receipt of completed form, bill you for items sold during the previous period, and restock your consigned inventory according to your sales history and the types of products you offer.

### *You agree to:*

1. Maintain a valid email address for the purpose of receiving updated inventory sheets and reconciliation notifications, and to abide by our general Dealer Terms and Conditions as published on our website: [www.santorellapublications.com](http://www.santorellapublications.com).
2. Provide us with a completed inventory list of ITEMS ON HAND (not items sold) at the earliest opportunity after receiving the request by us, but generally within 30 days of that request.
3. Allow us to monitor your inventory and items sold, and to restock your consigned inventory and determine appropriate titles for your inventory based on those items sold and other information you provide to us about your general product line, desired inventory items, and customer base.
4. Display all consigned inventory items prominently and to display all non-seasonal products continuously until we both determine that it may be in your best interest to remove any unsold products from your inventory.
5. Notify us when any products become "shop worn" or in any other way may not be in saleable condition.
6. Pay all invoices issued for items sold, at 50% off list plus shipping ("Payment Due Invoice"), within 30 days of the date of the invoice or make mutually agreeable payment arrangements with us within that time period and honor those arrangements.
7. Accept the "New Starting Inventory" list as indicated on the "Consignment Invoice" enclosed with each restock shipment as accurate or notify us within 7 days of receipt of shipment if you disagree with the "New Starting Inventory" list.

### *The "Fine Print":*

1. Your account shall remain in "Good Standing" unless
  - a. You fail to provide us with a completed inventory list within 90 of being requested to do so, or
  - b. You fail to pay any Payment Due Invoice within 90 days of the due date or make alternate payment arrangements (see above).
2. Your daily discount will be 50% off list so long as your account remains in Good Standing.
3. Future restocks may be placed on hold until all invoices for sold items are paid in full.
4. You may be required to return excess stock at your expense, if such excess stock has been restocked due to repeated oversights on your inventory reporting.
5. We may, from time to time, remove items from your consigned inventory which we determine are not appropriate for you to stock based on your sales history. You agree to pack these items so that we may arrange for return shipping at our expense. You will not incur a shipping expense for items returned so long as your account remains in Good Standing (subject to paragraph 5, below).
6. We reserve the right to bill your last "New Starting Inventory" as due and payable upon receipt should your account no longer be in Good Standing. In this event, all items returned to us for credit shall be at your expense and credit shall only be issued for items returned within 10 days of the date of the invoice in saleable condition as determined by our Warehouse Manager. Should your account be transferred to a Collection Agency, your inventory shall no longer be returnable and will not be accepted or credited.
7. Either party may cancel this Agreement at any time. If you cancel less than one year after your first consigned inventory is delivered, you agree to either return the inventory at your expense within 10 days of cancellation or request that we bill you for the inventory, or any portion thereof, which shall be payable (in addition to any items sold) within 30 days of the invoice date. If your account is in Good Standing, and either party cancels this Agreement later than one year after receipt of your first consigned inventory, any items you wish to return will be at our expense as described in paragraph 3, above. Any items sold or kept by you shall be invoiced as stated above.