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Magazine Distribution Terms

This document sets out the terms and conditions for the distribution agreement between Antenne Books Limited and the publisher.

1 Commission

Antenne Books and the publisher agree to the following commission structure:

- i. 40% of the agreed retail price to the Publisher
- ii. 20% of the agreed retail price to Antenne Books
- iii. 40% of the agreed retail price to the Retailer

2 Region

2.1

Antenne Books distributes publications throughout the UK and Europe. Antenne Books agrees to distribute the publisher's titles within either:

- a.) The UK only, OR, b.) The UK and Europe

2.2

Antenne Books occasionally fulfils orders from bookshops outside of the UK and Europe. If the publisher has agreements with distributors outside of the UK and Europe, it is the publisher's responsibility to notify Antenne Books in advance.

3 Sales and Inquiries

3.1

Antenne Books agrees to distribute the publisher's titles providing that Antenne Books remains the sole distributor in the agreed region. This excludes direct sales through the publisher's website.

3.2

On commencement of this distribution agreement between Antenne Books and the publisher, the publisher authorises all existing and future wholesale orders to be processed by Antenne Books in the agreed region. Please forward this information to bryony@antennebooks.com

3.3

Antenne Books requires authorisation for Nielsen Book Database; this is only applicable within the UK and only for publications with an ISBN number.

4 Market & Promotion

4.1

Antenne Books distributes publications to bookshops, museum shops, online shops, boutiques and clothing shops.

4.2

Antenne Books agrees to promote the publisher's titles through the Antenne Books website, newsletters, social media platforms and to Antenne Books network of book shops.

4.3

Antenne Books cannot guarantee placement in specific shops. Antenne Books can only deliver publications to retailers, where an order has been placed.

5 Retail Price

5.1

The publisher agrees to set the GBP retail price; this must be confirmed prior to delivering titles to Antenne Books.

5.2

If a publication has a printed GBP cover price, Antenne Books will use this as the retail price.

6 Consignment

6.1

All titles from the publisher are accepted by Antenne Books on consignment.

6.2

The quantity of publications accepted by Antenne Books from the publisher is based on expected sales. These quantities are speculative and made on a per-title basis by Antenne Books.

6.3

In order for Antenne Books to promote publications to retailers, one gratis viewing copy of each publication is required; this can be included in the initial delivery of stock to the warehouse or posted separately to the Antenne Books office.

7 Sales Reports

7.1

Antenne Books is only able to pay the publisher for titles after they have been sold.

7.2

Antenne Books will provide a quarterly sales report on request from the publisher. This sales report may be requested no more than once per quarter.

7.3

When providing this report, Antenne Books will request an invoice from the publisher for the publications sold over this period. This invoice must be a net 30 days invoice. A report may be first requested by emailing: mail@antennebooks.com

8 Payments

8.1

After receipt of an invoice from the publisher, Antenne Books will normally fulfil payments within 30 days. Antenne Books reserves the right to extend payment times on a reasonable basis for those titles that are still awaiting payment from retailers at the time of the sales report.

8.2

Antenne Books offers payments via PayPal or bank transfer for all UK-based publishers.

8.3

For all non-UK based publishers, payments are made via PayPal unless otherwise requested. International bank transfers can be made without charge if the invoice amount is over £250.00. For international bank transfers under £250.00, the following charges apply:

- i. EUR transfer to a EU bank: £15 (GBP)
- ii. USD transfer to a US bank: £25 (GBP)

9 Delivery

9.1

The publisher is responsible for the delivery of all publications to Antenne Books. It is also possible for Antenne Books to arrange the delivery of the publisher's titles on behalf of the publisher; the cost of which will be invoiced by Antenne Books and must be paid by the publisher within 30 days.

9.2

The publisher is responsible for ensuring publications arrive undamaged to the warehouse. The warehouse will reject damaged publications. Damaged publications include copies that are bumped, dented, stickered, scratched and in an un-sellable

condition to retailers. The warehouse is not always able to check all copies on receipt, and damages may only be discovered at a later date.

9.3

Damaged publications can only be returned if the publisher assumes the delivery cost.

9.4

When new publications become available, the publisher must inform Antenne Books, in order to arrange delivery to the warehouse.

9.5

Where applicable, it is the publisher's responsibility to inform Antenne Books of any price changes to publications.

9.6

If a publisher would like stock returned at any time, the publisher must assume the return delivery cost. This will be invoiced by Antenne Books and must be paid by the publisher within 30 days.

9.7

Antenne Books assumes responsibility for the delivery of publications to retailers

10 Magazine Returns

10.1

Antenne Books offers retailers credit against the return of unsold magazines. Returns of these unsold magazines are listed on sales reports.

10.2

Antenne Books are unable to pay publishers for this unsold and credited stock.

10.3

Upon receipt of a new issue, remaining back issues will be either: a.) recycled OR b.) returned to the publisher at their request, the cost of which will be assumed by the publisher

10.4

Antenne Books will always notify the publisher prior to disposing of stock.

11 Notice Period

A notice period of 90 days must be given to discontinue this distribution agreement between Antenne Books and the publisher.

12 Storage

Antenne Books agrees to store the publisher's stock and assume 50% of storage costs. Storage is charged at a rate of £15 per pallet and £4 per shelf/bin. The charge will be deducted from future sales reports.

13 Stock Insurance

The Insurance by this section is extended to include Damage caused by subsidence groundheave or landslip but (with Exclusions)

Defined Peril

Shall mean

- 1) *Fire* (with exclusion)
- 2) *Lightning*
- 3) *Explosion* (with exclusions)
- 4) *Aircraft*
- 5) *Riot or civil commotion strikers locked out workers* or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation (with exclusions)
- 6) *Malicious persons* not acting on behalf of or in connection with any political organisation but only where Specified Peril 5) riot and civil commotion is also insured by this policy (with exclusions)
- 7) *Earthquake*
- 8) *Subterranean fire*
- 9) *Storm* (with Exclusions)
- 10) *Flood* (with Exclusions)
- 11) *Escape of water* from any tank apparatus or pipe (with Exclusions)
- 12) *Impact by any vehicle or animal* not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees
- 13) *Impact by any vehicle or animal* owned by the Insured or under the control of the Insured or any occupier of the Premises or their respective employees