

Effective 1/6/09



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## U.S. RETURNS POLICY FOR TRADE AND SCHOLARLY AND REFERENCE BOOKS AND PRODUCTS

Trade and scholarly and reference books and products purchased on a returnable basis may be returned pre-paid for credit, subject to the following conditions:

- Customer is entitled to return only those books and products purchased directly from us.
- We reserve the right not to accept returns more than 90 days after an edition or title is declared out of print.
- We reserve the right not to accept returns that are marked and/or that are not in saleable condition.
- Each shipment of returns should be accompanied by an accurate packing list (or reasonable substitute) showing the title, ISBN and quantity (by title) of all books included in the shipment.
- Returns made during February through December of a calendar year ("Year 1") and during January of the next calendar year will be credited at the average discount received by the customer on purchases of that class of books during the calendar year prior to Year 1.
- The cover of annual Let's Go® travel books and other titles designated as strippable can be returned for credit by sending the cover to the Stripped Cover Returns Center Orange, Virginia address stated below. Whenever the cover of a book is removed for return, the book becomes the property of the publisher and the customer thereby

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agrees to destroy, or to cause the destruction of, the book in order to prevent its use or sale. We reserve the right not to accept returns of Let's Go® travel books prior to the release of the next annual edition.

- All returns of trade and scholarly and reference books and products must be shipped by the customer prepaid to MPS Returns Center at the Orange, Virginia address stated below.
  
- Returns are for non-transferable MPS credit only.
  
- We reserve the right not to accept anticipated or affidavited returns for credit.
  
- The right of return may be exercised only by the customer who purchased the books from us and is not transferable.
  
- We reserve the right to send returns sent to the wrong address or attempted returns not in compliance with this returns policy back to the customer at the customer's expense or, at our option, to retain or destroy such returns without issuing any credit.
  
- We reserve the right to issue a recall notice with respect to any publisher's books that are distributed by us setting a deadline after which we will not accept returns of that publisher's books.
  
- We also reserve the right to set a deadline after which we will not accept returns of any title(s).
  
- Additional discounts are available to customers who waive their right to return all Macmillan books and products. A customer may give the waiver at any time to receive the additional discount on purchases after the waiver. The first time a customer waives its right to return books and products, it may withdraw the waiver,

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effective for post-withdrawal purchases, at any time after it has been in effect for six months. Any subsequent waiver must remain in effect for at least 12 months. When a customer gives a waiver, all of its back orders will be cancelled and the customer will have 90 days to return any books and products previously purchased with a right of return (after which no additional returns will be accepted from the customer).

If a customer withdraws a waiver of its right of return, no returns will be accepted from the customer for 90 days and for an additional 90 days the customer's returns must be accompanied by a copy of the invoice showing that the book or product being returned was purchased after the withdrawal. If a customer elects to switch its status to non-returnable in the middle of a calendar year and the customer has already claimed more than a pro rated share of any of its coop pools for that year, the customer must repay the excess allowance claimed as a condition of becoming a non-returnable customer. For these purposes, the pro rated share of a coop pool will be  $1/12$  the pool that would otherwise apply multiplied by the number of full months during the calendar year that the customer was a returnable customer.

- We reserve the right to change our returns policies, and other terms of sale, at any time.

Please refer to the Macmillan U.S. Returns Policy for Mass Market Books concerning returns of mass market books.

THIS RETURNS POLICY, AND OUR OTHER TERMS OF SALE, MAY BE VARIED ONLY BY A DOCUMENT SIGNED BY AN AUTHORIZED OFFICER OF MACMILLAN PUBLISHERS. ANY CONTRARY OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT NOT SO SIGNED ARE NOT BINDING ON MACMILLAN PUBLISHERS.

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NO RETURNS MAY BE SENT TO THE NEW YORK OFFICES OF MPS OR  
MACMILLAN.

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RETURNS MUST BE SENT TO:

MPS RETURNS CENTER, 14301 LITCHFIELD DRIVE, ORANGE, VA 22960

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COVERS OF LET'S GO® TRAVEL BOOKS AND OF OTHER STRIPPABLE TITLES  
MUST BE SENT TO:

STRIPPED COVER RETURNS, MPS RETURNS CENTER, 14299 LITCHFIELD DRIVE,  
ORANGE, VA 22960.

Trade/S&R returns policy