



## BAKER & TAYLOR BOOKS 2018 VENDOR REQUIREMENTS

This document supersedes all previously issued B&T Vendor Requirements.

***Non-compliance with Baker & Taylor requirements may result in a chargeback to Vendor of all direct costs as well as associated fees. A complete list of non-compliance chargebacks is included in this document.***

### **GENERAL REQUIREMENTS:**

Provide written statement of terms annually and 120 day written advance notification of any planned change in terms or addresses. This should be communicated directly to your Baker & Taylor Buyer.

**TITLE SUBMISSION:** Provide Baker & Taylor Books Data Management with new title information at least six (6) months in advance of publication. Data submission will be conveyed electronically via ONIX feed. To request details on title submission, email the Database Management Department at [btitles@baker-taylor.com](mailto:btitles@baker-taylor.com). Baker & Taylor Books reserves the right to use publisher's book jacket images in their entirety, book jacket flap copy, and table of contents in its promotion and sale of the publisher's titles.

**PRICE CHANGES:** Notify Baker & Taylor Books of all price changes prior to shipping. If there is a difference between the list price on the purchase order and the list price on the invoice, Baker & Taylor Books will pay the lower of the two prices (list price chargeback) if prior notification of a price change has not been made. List price changes may be sent to Baker & Taylor Books via EDI/ONIX feed or e-mail: [pc@baker-taylor.com](mailto:pc@baker-taylor.com).

**OUT OF PRINT / SUPERSEDED:** Provide advance notice/recall notices via EDI/ONIX feed on all titles that are being declared "out of print" or "superseded". This notice must include an ISBN. In the case of "superseded" titles, notice must include both the prior edition ISBN and the new edition ISBN. We recommend this information also be printed in the publisher catalog. NonEDI/ONIX feed vendors may supply title status changes to [datafix@baker-taylor.com](mailto:datafix@baker-taylor.com).

**SUBSTITUTIONS:** Do not substitute. If binding ordered is not available, do not substitute a different binding with a different ISBN. If the ISBN ordered indicates an incorrect binding (i.e., cloth vs. paper), send the ISBN ordered. If the edition ordered is superseded by a new version, contact your buyer before filling order. Baker & Taylor Books will return books shipped incorrectly. Freight and handling will be charged back to the Vendor.

**PURCHASE ORDERS:** Vendor agrees to ship available inventory immediately upon receipt of purchase order. Vendor agrees to deliver only the quantity of goods specified in the order. Split shipments are acceptable. Split *set* shipments are unacceptable. While Non-ASN Vendors are still required to separate PO's by carton, ASN Vendors are not. Baker & Taylor's standard PO cancellation period: Regular in print titles- 45 days from PO creation; Not Yet Published titles- 180 days from PO creation. Notify Baker & Taylor Books via EDI or ASN confirmation if any product is temporarily out of stock including available "back in stock" dates. Ship any out of stock product immediately when restocked, if such time is before the purchase order cancellation date. Any titles received after purchase order cancellation date may be returned at the Vendor's expense including a chargeback fee. Vendor must also report the reason for all unshipped items. Non-EDI/ASN vendors must report all unshipped items to [datafix@bakertaylor.com](mailto:datafix@bakertaylor.com) by supplying title, ISBN, and report code (OS (out of stock), OP (out of print), OSI (out of stock indefinitely), NOP (not our publication), NP (new publication)), PC (publication cancelled), and including Back in Stock date for all OS titles or Publication Date for NP titles. Shipments received at the wrong Service Center will be redirected to the appropriate location by Baker & Taylor Books. Freight and handling fees will be charged back to the Vendor.

**EDI COMPLIANCE:** Vendors with an annual gross sales volume with Baker & Taylor *exceeding* \$25,000 annual gross sales volume must establish an EDI relationship with Baker & Taylor to allow for accurate and expedient transmission of Purchase Orders, Invoicing and Advanced Shipment Notification. Separate correspondence regarding your individual status and EDI compliance timetable will be sent to your organization. Non-compliance within the EDI transition timetable will result in chargebacks for manual Purchase Ordering, Invoicing, and Receipt Handling. Refer to Non-Compliance Chargebacks document below. For more information on how to establish an EDI relationship with Baker & Taylor, please visit our website: [http://www.baker-taylor.com/suppliers\\_supplier\\_info.cfm](http://www.baker-taylor.com/suppliers_supplier_info.cfm). Contact our B&T EDI team at [dl-edi-pub@baker-taylor.com](mailto:dl-edi-pub@baker-taylor.com). Every Vendor with less than \$25,000 annual gross sales volume with Baker & Taylor is to make every effort to provide EDI ordering capabilities. Until such time that you can provide an EDI relationship, furnish Baker & Taylor Books with an email address by which purchase orders may be sent.

**FREIGHT:** Freight is shipped to Baker & Taylor FOB Destination (shipper is considered the shipper of record on all shipments sent to Baker & Taylor, Inc.). Shipper is responsible for providing tracking information and filing all claims for loss or damages. Transportation freight charges for which the vendor is responsible must be shipped freight prepaid. If you are in need of a current Baker & Taylor Routing Guide, contact the Corporate Transportation department by email [lesa.vaughn@baker-taylor.com](mailto:lesa.vaughn@baker-taylor.com) or call 815-802-2209.

**RETURNS:** Product is fully returnable by Baker & Taylor Books for 100% credit without prior vendor authorization, or attachment of special labels or invoice numbers. Baker & Taylor Books may return any product identified as damaged or defective to publisher. Damaged or defective returns will be designated on the return documentation and publisher will be charged the freight. Baker & Taylor Books, at its discretion, may return any product to publisher for full credit after we have received notification of the product becoming non-returnable or out of print. Product that is substantially overstocked will be returned as an "overstock return". Vendor will accept retail overstock returns that have a shopworn look due to display and handling. Vendor will accept returns on titles with barcodes produced and stickered by Baker & Taylor Books. Baker & Taylor Books will take credit for all returns immediately upon shipment from our service centers or from our Customer Returns Center in Commerce, GA. If Baker & Taylor Books does not have a sufficient account balance against which to apply credit, then at our discretion, we may request cash payment of credit.

**UNACCEPTABLE RETURNS:** Baker & Taylor Books requires vendors to obtain a Returns Authorization number prior to returning books to any of our locations. Books returned outside of this procedure and without an authorization number may be disposed of and no credit will be re-issued. Reference **Baker & Taylor Books "Unacceptable Returns Policy"** below which also can be found on our website: [http://www.baker-taylor.com/suppliers\\_supplier\\_info.cfm](http://www.baker-taylor.com/suppliers_supplier_info.cfm).

**INVENTORY PERFORMANCE:** Baker & Taylor Books reserves the right to pay the account down to the balance of the value of the inventory in stock. Baker & Taylor Books will not pay partial invoices.

**THIRD PARTY DISTRIBUTION:** If Vendor wishes to establish its business relationship with Baker & Taylor Books through a third-party distributor, then we must be notified in writing at least 30 days in advance with name of distributor, contact name, phone number and/or email address, effective date, returns cut-off date, and specific list of titles (including ISBN). When a thirdparty distributor is used, Baker & Taylor Books strongly recommends that the distributor handle all titles from a client publisher. Third-party distributor is to notify Baker & Taylor of client termination in writing at least 30 days in advance with name of publisher, contact name, phone number and/or email address including effective date of termination returns cut-off date. Contact your B&T buyer or vendor liaison with this notification.

#### **CO-OP ADVERTISING/ MARKET DEVELOPMENT FUNDS:**

Baker & Taylor has implemented a new required marketing agreement effective January 1, 2016. Depending on our net purchases of the previous year, Vendor will need to select their participation level in one of the following Marketing Agreement options. New Vendors with Baker & Taylor will initially participate in the New Vendor Premium Program, which is reviewed at the time of new vendor setup. After one year, the Vendor must also select one of the following Marketing Agreement options:

- **Option 1 - (1%):** The approved amount is equal to or exceeds 1% of Baker & Taylor's prior year net billings. All funds are to be used for advertising. Baker & Taylor has an annual minimum advertising rate of \$1,000.00.
- **Option 2 - (0.5 % to 0.9%):** The approved amount is equal to or falls within 0.5% to 0.9% of Baker & Taylor's prior year net billings. 85% of these funds are to be used for title promotion in the form of advertising. The remaining 15% of the agreed-upon amount will be applied to the per-title fee as outlined in Option 3. Baker & Taylor has an annual minimum advertising rate of \$1,000.00. This amount will be deducted one-time only within the first quarter of the calendar year.
- **Option 3 - Title Fees:** Should the Vendor not qualify for or select either Option 1 or 2 within 45 days of receiving the marketing agreement contract, the Vendor will be assessed a \$25.00 fee for each title added to our database. We will bill these fees quarterly and automatically deduct them from the Vendor's account. Backlist titles older than 12 months will not be assessed any fees.

Co-op monies available to retailers are separate and apart from any wholesale co-op funds. All space advertising will be deducted from the vendor account 45 days from advertisement date. For first-time advertisers, payment is required by the advertisement due date. For further questions, contact your Advertising Representative.

**INTERNATIONAL REBATE PROGRAM:** Vendor will provide Baker & Taylor a rebate of 5% of list price on their total International sales which is debited monthly beginning first month following the effective date of signed International Rebate agreement. Contact your buyer for details about this program.

**SPECIAL OFFERS:** Any terms of sale or special opportunities affecting payment terms, freight, discount(s), placement/position fees, market development money, or promotional allowances offered by Vendor to any customer will be offered to Baker & Taylor.

**ON SALE DATE/ AFFIDAVIT TITLES:** Vendor must provide Baker & Taylor Books with advance notice of all official onsale merchandise. All on-sale merchandise must arrive at the Baker & Taylor Service Centers at least 15 working days before the on-sale date.

**VOLUME SETS:** Volume sets must be clearly identified and packaged as a set where possible with a unique set ISBN and EAN barcode. A "Volume Set – Do Not Open" sticker should be affixed to each carton that is a volume set. Individual units sold in the set must have their own ISBN(s) and EAN barcode(s).

## **OPERATIONS REQUIREMENTS:**

### **1. LABELING**

- a. Full Baker & Taylor Books' purchase order number (with service center alpha prefix, i.e., MOM (Momence, IL), SOM (Bridgewater, NJ), REN (Reno, NV), COM (Commerce, GA)) must be clearly marked on all cartons and at least two sides of all pallets. Multiple purchase order numbers may appear on the label. Vendors should not segregate shipments by purchase order for a single warehouse destination.
- b. The ultimate destination of the shipment must be the full address on the label. This includes shipments shipped to a Baker & Taylor Books Consolidation Center.
- c. For complete information regarding proper carton labeling, reference BISG's Guidelines for Shipping Container Labeling <http://www.bisg.org/guidelines-shipping-container-labeling>
- d. Baker & Taylor Books' purchase orders with the prefix VIE or VIP should follow rules of the U.S. VIP program.

### **2. BAR CODING**

All books and non-book related product (sold to B&T Books and Majors Education Solutions) must be bar coded with a unique Bookland EAN or UPC bar code on the back of every book following Book Industry Study Group standards. The Bookland EAN is the barcode of choice. It is BISG recommendation that only one bar code be placed on books and related products.

To obtain a copy of the standards, contact the Book Industry Study Group ([www.bisg.org](http://www.bisg.org)) P: 646-336-7141 E: [info@bisg.org](mailto:info@bisg.org).

- a. **Location:** A unique bar code must be positioned at the bottom of Cover 4 (the back cover or jacket), with the bottom of the symbol ¼ inch above the bottom of the cover. This location is standard for all formats and bindings. The ISBN, preceded by the letters ISBN, is to appear in human-readable form, 9 point or larger font, above the bar code (sufficient enough for ISBN to extend the full width of the main body of the barcode (excluding width of add-on).
- b. **Uniqueness:** Every title published must have a unique bar code. This includes different bindings: a trade binding and a library binding of the same title must have different unique bar codes. Each edition change must be accompanied by a change in bar code (this includes a movie tie-in version of a book). Each set of books must have unique bar codes for each volume as well as the set in total. For example, each title of the Tolkien trilogy must have a unique bar code with another unique bar code for the set of three.
- c. **Size:** The Bookland EAN symbol is printed on Cover 4, which always include the 5 digit add-on, is 1" high X 2-3/16" wide at 100% magnification. At 80% the overall size is approximately 13/16" high X 1-3/4" wide. Magnification may be any size between 80% and 200%. For offset printing it should not be necessary to print larger than 100%. (Width is measured with a 3/32 inch "quiet zone" on either side of bars. Height is measured from the top of the bars to the bottom of the numbers below the bars.) The price add-on is included as part of the Bookland EAN barcode since the ISBN does not change when the price of the book is changed. When there is a human readable price on the book, and the price is correctly encoded in the add-on bar code, scanning the complete symbol (including the add-on) at point of sale and using the data assures that the price charged a consumer matches the human-readable price.
- d. **Quiet Zone:** To emphasize the necessity of the clear area or "quiet zone" to the right of an EAN bar code, EAN symbols are produced with a ">" (greater-than sign) within the right-hand quiet zone. This protects the essential clear space, which is often too narrow. There should be no printed border around the bar code.
- e. **Truncation:** Shortening of the vertical bars of an EAN symbol is referred to as truncation and should be avoided. It may cause non-reads and delays when scanning the symbol.

- f. **Color:** The ability of the scanners to decode a symbol is based on measuring the bar and space widths and determining their arrangements. The bars must always be the darker color. Bar and space colors cannot be reversed. As a general rule, the bars should be printed in either black or dark blue (reflex blue, process blue and cyan are good). The color for the background, or spaces, must be white. There should be no other background color.

Baker & Taylor will bar code any missing or unreadable bar code at Vendor's expense. Reference Baker & Taylor Books NonCompliance Chargebacks below.

### 3. **PACKING LIST**

Packing lists are **not required** for shipments to Baker & Taylor Books as long as the carton or package is properly labeled with the purchase order number on the outside, as directed for Labeling under the Operations Requirements above. If the packing list includes discount information, it **must not** be included in shipments.

### 4. **INVOICES**

Do **not** include invoices with shipments. For invoicing requirements, see **FINANCIAL REQUIREMENTS** below.

### 5. **PACKING METHOD – Single Title Pallet**

- a. Each carton must be clearly identified with a label:
  - 1. Full purchase order number
  - 2. ISBN of titles
  - 3. Title
  - 4. Quantity
  - 5. Machine-readable barcode (See requirements in #2 above)
  - 6. Each carton must be labeled with a Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- b. Each pallet must be labeled on at least two sides with a pallet Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- c. Pallets must be stretch wrapped to prevent load damage and labeled with a sticker: "Single Title Pallet".

### 6. **PACKING METHOD – Multiple Title Pallet**

- a. Each carton must be clearly identified with a label:
  - 1. Full purchase order number
  - 2. ISBN of titles
  - 3. Title
  - 4. Quantity
  - 5. Machine-readable barcode (See requirements in #2 above)
  - 6. Each carton must be labeled with a Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- b. Cartons of the same title should be stacked on the pallet contiguously.
- c. Carton label must be facing out when possible.
- d. Cartons of the same purchase order must be stacked contiguously.
- e. Each carton must be labeled with a Serial Shipping Container Code (SSCC) for ASN receiving at the B&T Facilities.
- f. Pallets must be stretch wrapped to prevent load damage and labeled with a sticker: "Multiple Title Pallet".

### 7. **PALLET REQUIREMENTS:**

- a. Shipments for each service center must be on separate pallets.
- b. Pallets must be stretch wrapped to prevent load damage.
- c. GMS pallets are preferred with the following specifications:
  - 1. 48" X 40", double face, non-reversible, partial 4-way, multiple use.
  - 2. Free of debris, odor, stains, brands, and weighing 50-55 lbs.
  - 3. Payload capacity, per a PDS Spec Sheet, at least 2800 lbs edge-racked across the width.
  - 4. Medium-density wood species Class 1, 3, or 21 (as defined by the NWPCA's Uniform Standard for Wood Pallets). Good, sound material, free of knots larger than 1/3 the board width. No knots above or adjacent to stringer notches.
  - 5. Board quantities and dimensions must be cited below. Bottom deck boards must be chamfered. Stingers must be intact – no cracks, splits, or missing portions.
  - 6. All decking must be intact – no portions cracked, broken, or missing. Lead – edge boards must have 9 fasteners each.

7. Repaired pallets must comply with all specifications, use no metal repair plates, use no companion stringers, and otherwise be engineered, manufactured, and repaired in accordance with the NWPCA Uniform Standard for Multiple Use Wood Pallets.
8. No fasteners can be missing or protruding.

## **FINANCIAL REQUIREMENTS:**

To find the AP representative assigned to your account, call 704-998-3200 or send an email to: [payables@baker-taylor.com](mailto:payables@baker-taylor.com)

1. Vendors are expected to submit invoices electronically using Electronic Data Interchange (EDI) or via the B&T invoice template (Excel). Additional information regarding invoice requirements and guidelines can be obtained from the assigned B&T Payables representative.
2. Vendors should submit invoices for shipped items only. Report unshipped items to [datafix@baker-taylor.com](mailto:datafix@baker-taylor.com). Include ISBN, title, report code (OS, OP, OSI, NOP, NP, PC) and Back in Stock date for all OS titles and Publication Date for NP titles.
3. B&T is tax exempt. Sales tax should not be included invoices.
4. Vendor disputes/claims must be submitted to the assigned B&T Payables representative by email or in other written format, generally within 6 months of transaction date and should include a description of the specific discrepancy. Key information such as B&T's claim number, return number, invoice number, credit memo, etc. will help in the research and resolution. A chargeback or open item appearing on a monthly statement is not considered proper notification of a dispute/claim.
5. B&T will submit claims for short shipments within 90 days of receipt of vendor invoice. Vendor should issue credit within 30 days for short shipments. If vendor disputes the claim, then valid proof of delivery documentation must be provided to B&T for validation (seller is shipper of record – refer to the Freight section under General Requirements). Proof of delivery documentation must include a B&T signature, ship to address, date of shipment and weight. Note: Carriers make this information available for different timeframes; it is only available for 120 days for one major carrier.
6. Vendors must provide valid proof of delivery documentation if submitting invoices twelve (12) months and older. Invoices twelve (12) months and older will be rejected if proof of delivery is not provided.
7. B&T expects credit for all returns as outlined in the Returns section under General Requirements. Vendor claims for quantity discrepancies must be submitted to the B&T Payables representative within 90 days of receipt of the return. Claims for quantity differences received after 90 days will not be accepted. Vendors should submit disputes/claims for other types of return variances within six (6) months.
8. B&T will periodically request account statements from vendors. Vendors should provide the statement within a reasonable timeframe and if at all possible, in Excel format.
9. B&T will request copies of vendor credit memos when needed. As a standard practice, vendors do not need to send copies of credit memos for shortage claims and returns.
10. B&T does not pay any type of fees or charges, including but not limited to: finance charges, late fees, service fees, and handling charges.

## **LEGAL REQUIREMENTS:**

1. **WARRANTIES.** Vendor represents and warrants to Baker & Taylor, its successors and assigns, and all customers and users of the goods, as follows: (a) the goods provided hereunder shall be new and of good quality, be free from defects in material and workmanship, and will be merchantable, safe, fit and sufficient for the purpose intended; and (b) all laws, executive orders, ordinances, rules and regulations of federal, state and local governments and political subdivisions and agencies thereof, (collectively referred to herein as "Laws") applicable to the goods provided hereunder or the processing, production, packaging, labeling or identification of the goods, have been and will be complied with, and Vendor shall at all times comply with all such Laws; and (c) the goods provided hereunder, their title, markings, labels, design and appearance and their sale and resale do not infringe any patents, trademarks, service marks, trade names, copyrights or other rights of any person or entity, or unfairly compete therewith, and the resale of the goods by Baker & Taylor, to any person, in any place, is not restricted in any manner whatsoever. The warranties contained and reserved herein shall be cumulative and in addition to any other warranties provided by law, including but not limited to those provided in the Uniform Commercial Code, and shall survive the termination or expiration of any purchase order, the delivery of the goods, and the acceptance of the goods.
2. **INDEMNIFICATION.** Vendor agrees to hold harmless, indemnify, and defend Baker & Taylor, its affiliates, successors, assigns, and customers and each of their officers, directors, shareholders, agents and employees (collectively "B&T Indemnitees") from and against, any and all damages, losses and/or expenses (including attorneys' fees and other costs of defense) incurred in connection with any and all suits, claims, demands or liabilities whatsoever arising out of or resulting in any way from any actual or alleged defect in any goods provided by Vendor or from any act or omission, negligence or willful misconduct of Vendor, its agents, employees, or subcontractors relating to the goods; or from any actual or alleged breach of any warranty issued hereunder; or from any actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right of a third party, or pertaining to or in connection with the design, manufacture, production, assembly, packaging, labeling, shipping, advertising or sale of any goods, derived from any demand, complaint, claim or legal action, whatsoever, from any source, alleging damage, death, illness or injury to any person or property resulting from the manufacture, purchase, sale, and/or use of any goods, whether foreseen or unforeseen, provided that Vendor shall have no responsibility with respect to liability resulting solely from Baker & Taylor's negligence or willful misconduct.

In the event of a claim, lawsuit or other matter covered by this agreement, B&T Indemnitees agree to promptly notify Vendor in writing and Vendor shall have the opportunity to assume full responsibility for the defense and resolution of such claim, lawsuit or matter; provided however, that a) Vendor shall appoint counsel acceptable to B&T Indemnitees, b) Vendor, its agents, representatives, attorneys or insurers shall not bind the B&T Indemnitees in settlement without its prior written consent, and c) B&T Indemnitees shall be permitted to participate in their own defense at their own expense.

3. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL B&T BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT.

## **EQUAL OPPORTUNITY CLAUSE:**

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event of the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. THE EQUAL OPPORTUNITY CLAUSE REQUIRED BY EXECUTIVE ORDER 11246, AS AMENDED, THE EMPLOYMENT ASSISTANCE TO VETERANS CLAUSE REQUIRED BY EXECUTIVE ORDER 11701 (41 CFR 60-250) AND THE EMPLOYMENT OF THE HANDICAPPED CLAUSE REQUIRED BY THE REHABILITATION ACT OF 1973 (41 CFR 741) ARE PART OF THIS PURCHASE ORDER AND BINDING UPON SELLER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE SECRETARY OF LABOR. THE WORD 'CONTRACTOR' IN THE CLAUSES SHALL MEAN SELLER, AS APPLICABLE.



## BAKER & TAYLOR BOOKS NON-COMPLIANCE CHARGEBACKS

*First occurrence will not result in chargebacks*  
(with the exception of missing/non-scannable bar codes).

**List Price Discrepancies:** Difference between the list price on the purchase order and the list price on the invoice, Baker & Taylor Books will pay the lower of the two prices (may result in LPC-list price chargeback) if notification of a price change has not been conveyed prior to receipt.

**Missing/Non-scannable Bar Code:** \$0.40 to create and apply barcode label per unit.

**Non-EDI Purchase Order Transmittal fee:** \$1.25 per Purchase Order for non-EDI methods (applies to vendors with B&T annual gross sales volumes exceeding \$25,000).

**Non-ASN Receipt Handling fee:** \$0.05 per unit for non-ASN receipts (applies to vendors with B&T annual gross sales volumes exceeding \$25,000).

**ASN Vendor Issues:** \$25.00 per occurrence

- ASN file not correct or available at time of receipt.
- No ASN bar code label for pallet and/or carton.
- Wrong product: product received was not in ASN file.
- Wrong quantity: quantity received does not match the ASN file.

**Non-EDI Invoice Handling fee:** \$0.45 per invoice line item for non-EDI invoice processing (applies to vendors with B&T annual gross sales volumes exceeding \$25,000).

**Inbound Shipment Issues:** Cost of freight plus \$50.00 handling fee per shipment.

- Misdirected: shipped to facility other than noted on PO.
- Superseded: Title replaced by new edition, > 30 days beyond the date of replacement in our title file. ○ See page 1 of Vendor Requirements for more information on Superseded/Substitutions.
- Product not ordered. B&T maintains the right of refusal and to charge back for these goods.

**Product Issues:** Cost of freight plus \$50.00 handling fee per shipment.

- Defective Product
- Product Recalls

**Routing Errors:** *Please see your Routing Guide for additional chargebacks specific to shipping.*

## BAKER & TAYLOR BOOKS UNACCEPTABLE RETURNS POLICY

1. Vendor will notify B&T Buyer or Vendor Liaison of any unacceptable returns within 60 days of receipt. The publisher Sales Manager assigned to B&T account will make this initial contact.
2. Vendor will provide the following information to the Buyer or Vendor Liaison: B&T Shipment # (ATS), Date Received, B&T Service Center, Title, ISBN, Quantity and Reason for refusal.  
Reason codes:
  - NOP - Not Our Publication
  - NRT - Sold Non-Returnable
  - DMG - Damaged
  - OTH – Other (please specify in detail)
3. Buyer or Vendor Liaison will research the return and provide a disposition report with detailed instruction. If B&T requests the return of books, a **Return Authorization #** will be provided with shipping instructions to our Commerce, GA customer returns facility. This RA# will be valid for 30 days. **Any refused return received outside of this procedure and without a valid RA# will be disposed of and no credit will be issued.**
4. The B&T RA# must be clearly noted on the outside of each carton or wrapped skid. Include a copy of the original B&T returns paperwork, with reason codes clearly identified on each title.
5. Upon receipt of authorized returns only, Vendor account will be credited within 60 days by B&T Accounts Payable Department.
6. Baker & Taylor, at its discretion, may return product to Publisher for full credit after we have been notified of product becoming non-returnable or out of print.
7. Vendor will accept returned product with author autographs, torn wrap, bent corner and/or spine, torn dust jackets, or shopworn look due to display and handling.
8. Vendor will accept returned product with bar code and/or generic price stickers.
9. Product is fully returnable by B&T for 100% credit without prior authorization, or attachment of special labels or invoice numbers.
10. For questions regarding this policy, please contact your B&T Buyer or Vendor Liaison.