

BetterWorld

Sales Agreement Form (General Partner Use)	
If you have any questions, please do not hesitate to contact your Account Representative by email at clientservices@betterworldbooks.com or call 888.510.7103 ext.1706.	
Partner Organization ("Seller") Information:	
Organization Name: College of Alameda: Library	Contact Email: abuchalter@peralta.edu
Contact Name:	Contact Phone: (510) 748-2253
Contact Title: Systems/Cataloging Librarian BWB POC	Secondary Phone: (510) 748-2365
Physical Address (No P.O. Box):	
Attention: Ann Buchalter	City: Alameda
Address Line 1: COA Library	State/Province: CA
Address Line 2: 555 Ralph Appezato Memorial Pk	Postal Code: 94501
	Country: USA
Mailing Address:	
<input type="checkbox"/> Same as Physical Address	
Attention: Ann Buchalter	City: Alameda
Address Line 1: COA Library	State/Province: CA
Address Line 2: 555 Ralph Appezato Memorial Pk	Postal Code: 94501
	Country: USA
Agreement Details:	
Seller shall be responsible for selecting, collecting, and packaging all Surplus Books and Materials. Surplus Books and Materials must meet BWB's Minimum Content and Condition Requirements. DS AB	
Seller agrees to abide by BWB's Minimum Quantity Requirements and Shipping Specifications and agrees to ship a minimum of <u>1-9 Pallet(s)</u> fully-packed standard size boxes. DS AB	
BWB shall make a good faith effort to resell Surplus Books and Materials purchased from Seller. Seller agrees that BWB shall disburse proceeds from online sales of Surplus Books and Materials as follows:	
BWB shall pay <u>0.0</u> % of Net Proceeds directly to the selected Literacy or Education Partner.	
BWB shall pay <u>10.0</u> % of Net Proceeds to Seller.	
The remaining Net Proceeds are retained by BWB to cover all operating expenses incurred in connection with collecting, transporting, processing, inventorying, shipping, marketing, selling, providing customer service, and developing software for the volume of Surplus Books and Materials received from Seller. DS AB	
Payment Details:	
Type of Payment: Check	
<input type="checkbox"/> Same as Physical Address (Only Required if Type of Payment = "Check")	
Make Check Payable to: College of Alameda	City: Alameda
Attention: Caitlin Gilbert	State/Province: CA
Address Line 1: 555 Ralph Appezato Memorial Pk	Postal Code: 94501
Address Line 2:	Country: USA
<input type="checkbox"/> Same as Partner Organization Information (Only required if Type of Payment = "BWB Credit")	
Contact Name: Ann Buchalter	Email: abuchalter@peralta.edu
Contact Title: Systems/Cataloging Librarian BWB POC	Phone: (510) 748-2253



Tax information:	
Select appropriate federal tax classification Not-For-Profit Entity	
If Seller is <u>tax-exempt</u> , please email your tax-exempt form to clientservices@betterworldbooks.com . If Seller is <u>not tax-exempt</u> , please email your completed W-9 form to clientservices@betterworldbooks.com .	
Acknowledgements:	
Seller acknowledges that s/he has read, understands and agrees to abide by the Terms and Conditions as outlined below in the BWB Sales Agreement.	
Signature:	<div style="border: 1px solid black; padding: 2px;"><p style="font-size: small; margin: 0;">DocuSigned by:</p><p style="font-size: large; margin: 0;"><i>Ann Buchalter</i></p><p style="font-size: x-small; margin: 0;">520FC6D417EF419...</p></div>

QUMPUS, INC., d/b/a Better World Books SALES AGREEMENT TERMS and CONDITIONS

THIS SALES AGREEMENT (the "Agreement") is effective as of the "Effective Date" of 2018 August 27 | 10:11 PDT

Between

College of Alameda: Library

located at

COA Library

555 Ralph Appezato Memorial Pk

Alameda

CA 94501

(hereinafter referred to as "Seller") and Qumpus, Inc., d/b/a Better World Books, a Georgia corporation, located at 11680 Great Oaks Parkway, Suite 250, Alpharetta, GA 30022 (hereinafter referred to as "BWB" and "Purchaser").

RECITALS

WHEREAS, BWB is engaged in the business of acquiring, collecting, transporting, and selling large volumes of previously owned books and materials (hereinafter "Surplus Books," "books" or "materials"), and generating income for, including but not limited to, libraries, colleges and universities, student groups, booksellers, and others, as well as for literacy and education causes around the world;

WHEREAS, Seller owns books and materials that it wishes to sell, destroy, or give away that are in saleable condition, as defined herein, and otherwise comply with the quality requirements that BWB may establish in its own discretion and communicate to Seller from time to time (hereinafter "Surplus Books," "books" or "materials");

WHEREAS, Seller desires to sell Surplus Books to BWB and to receive revenues from BWB's sale of Surplus Books subject to the terms and conditions set forth in this Agreement; and,

WHEREAS, BWB has agreed to pay Seller a portion of proceeds from the sale of Surplus Books that BWB purchases from Seller subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto promise and agree as follows:

DEFINITIONS

ARC: BWB's Antiquarian, Rare and Collectibles department.

Content and Condition Requirements for Books and Materials: BWB does not accept books or materials which are not in saleable condition, as defined herein, including activity books and workbooks; annuals and yearbooks; audio cassettes, VHS tapes, LP records, and computer software; books published by magazines (e.g., *Reader's Digest Condensed* or *Time-Life Books*); *Britannica* and *World Book Encyclopedia*; case law and procedural law books; custom course packets; dated reference material that is over five (5) years old; directories and telephone books; duplicate copies in excess of twenty (20) copies per title; free copies, examination copies or advanced reading copies; incomplete DVD, Blu-ray Disc, or Books on CD sets or DVDs, Blu-ray Discs, or Books on CDs missing either the case or original artwork; journals and periodicals; microfilm and

microfiche; newspapers and magazines; non-western script books; tax and government documents or forms.

Literacy or Education Partner: An organization or public institution dedicated to providing or supporting literacy, education and reading programs, or other charitable causes, with a proven operating history, shall be eligible to receive proceeds from sales as set forth in Article IV herein.

Marketplace Commission: Fees charged to sellers by online retailers for marketing and selling books.

Minimum Quantity Requirements and Shipping Specifications: In order to maintain the percent of Net Proceeds payable to Seller, as outlined herein in Article IV, Seller agrees to ship, on a per shipment basis, no fewer than 1-9 Pallet(s) of Surplus Books. Shipping cartons must be filled to capacity using a standard-sized shipping carton, measuring approximately 18 X 12 X 10 inches. If applicable, each standard-sized pallet, measuring approximately 40 x 48 inches, must contain a minimum of forty (40) standard-sized shipping cartons that are filled to capacity.

Net Proceeds: Net Proceeds equal the item's selling price, less marketplace commission, discounts, returns, and shipping charges or reimbursements.

Prescreen Process: If applicable, Seller shall complete the Prescreen Process either by using the prescreen feature on the BWB online client portal by entering a book's associated ISBN number to determine if that book will be accepted by BWB for shipment to BWB or by emailing BWB an Excel file or CSV file containing a list of the inventory the Seller wishes to ship to BWB. At a minimum, the list must contain the book's associated ISBN number, title, and author. BWB will analyze the file and return to the Seller a list indicating which books BWB may accept for resale. Seller agrees only to provide books to BWB that have been accepted by BWB via the Prescreen Process as herein described.

Saleable Condition Books: Books which are free from substantial spine or cover damage, water spots or other discoloration, torn or missing pages, and without substantial markings.

Shipping Charges and Reimbursements: Fees charged by online retailers and sellers to cover the cost of shipping books. These fees are typically applied to books sold via online marketplaces that offer free shipping to the buyer.

Surplus Books: Books and materials that Seller owns and wishes to sell, destroy, donate, or otherwise give away that are in saleable condition, as defined herein, and which otherwise comply with the quality requirements that BWB may establish in its own discretion and communicate to Seller from time to time.

ARTICLE I

Exclusivity

1.1 Seller hereby agrees to sell its Surplus Books exclusively to BWB during the term of this Agreement, and BWB hereby agrees to purchase all Seller's Surplus Books during the term of this Agreement, subject to the terms and conditions contained in this Agreement. In the event that BWB elects not to purchase specific Surplus Books from Seller, Seller is free to offer such books for sale to other parties as it, in its sole discretion, deems appropriate.

1.2 Notwithstanding paragraph 1.1, Seller may sell Surplus Books at its

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own book sales or its own online store, and it may donate Surplus Books directly to non-profit organizations.

1.3 Notwithstanding paragraph 1.1, the Parties may from time to time waive (or partially waive) the exclusivity provision so long as such waiver is mutually agreed upon by the Parties and such waiver is memorialized in writing.

**ARTICLE II
Seller's Rights and Obligations**

2.1. Seller shall designate a representative who shall be responsible for administrative matters pertaining to this Agreement. The representative shall have authority to designate Surplus Books and to authorize BWB to receive Surplus Books directly or through BWB's agent.

2.2. Seller shall be responsible for selecting, collecting, and packaging all Surplus Books. Seller **IS NOT** obligated to use the Prescreen Process as defined herein unless the Parties otherwise agree in writing.

2.3. Seller shall designate a central freight location and provide the Surplus Books ready for pick up by BWB or BWB's agent at that location.

2.4. Seller shall comply with the Minimum Quantity Requirements and Shipping Specifications as described herein unless the Parties otherwise agree in writing.

2.5. Seller shall comply with BWB's Content and Condition Requirements as defined herein unless the Parties otherwise agree in writing.

2.6. Seller may designate a Literacy or Education Partner with the input and approval of BWB.

2.7. The BWB online client portal shall be used by Seller, if applicable, to complete the Prescreen Process, to order supplies, and to schedule a pick up pursuant to Article II herein.

**ARTICLE III
BWB's Rights and Obligations**

3.1 BWB shall provide account management for the Seller's account and shall be responsible for administrative matters pertaining to the performance of BWB's obligations under this Agreement.

3.2 BWB shall arrange and pay for all shipment of Surplus Books from a central freight location designated by Seller to a warehouse storage facility operated by BWB, or BWB shall pick up Surplus Books from a designated location.

3.3 Nothing in this Agreement shall limit BWB's ability to sell, to discard in an environmentally sensitive manner, to recycle, or to donate any Surplus Books supplied by Seller.

3.4 BWB shall be responsible for all aspects of the pricing, advertising, bookselling, inventorying, storage, and customer service relating to the Surplus Books purchased from Seller.

3.5 BWB shall disburse proceeds of Surplus Book sales in accordance with Article IV herein.

3.6 Seller's representative shall have access to account and sale information on BWB's client portal.

**ARTICLE IV
Distribution of Sales Proceeds**

4.1 BWB shall determine all prices for Surplus Books in its sole discretion.

4.2 BWB shall disburse proceeds from Surplus Books supplied by Seller as follows:

- (a) BWB shall pay **0.0** percent of Net Proceeds **the selected Literacy or Education Partner.**
- (b) BWB shall pay **10.0** percent of Net Proceeds **to Seller.**
- (c) BWB shall pay for any Surplus Books that are processed and sold by the ARC during the Initial Term and any Renewal Term an amount equal to or greater than five hundred dollars (\$500.00) a total of fifty percent (50%) of Net Proceeds to the Seller and its selected Literacy or Education Partner. This amount shall be calculated as follows: (50% of the Net Proceeds) - (the total % of Net Proceeds as calculated in 4.2(a) and 4.2(b)) = additional % of Net Proceeds to be paid to the Seller.

4.3 BWB shall provide payment to Seller of the amount determined in Paragraph 4.2 above on a reasonable and regular basis. Payments shall be disbursed no fewer than once quarterly and shall be postmarked no later than thirty (30) days from the end of each fiscal quarter. No payment will be issued to Seller if the amount due to Seller is less than fifty dollars (\$50.00), but the amount due to Seller will continue to accrue. Payment via check must be cashed within one hundred and eighty (180) days from the date of issue; otherwise, the payment shall be forfeited and shall not be reissued.

4.4 No payment will be made to Seller if the Seller does not meet the Minimum Quantity Requirements and Shipping Specifications, as defined herein. Moreover, no payment will be made to Seller if the Seller fails to provide books to BWB in Saleable Condition, also as defined herein. BWB reserves the right to deduct from any amount due to Seller the actual shipping costs incurred by BWB in the event that Seller fails to make a good faith effort to either meet its Minimum Quantity Requirements and Shipping Specifications or to provide to BWB books in Saleable Condition. In such cases, BWB will notify the Seller's representative.

4.5 BWB will not make any further payments to Seller. net proceeds will cease to accrue, and no additional amounts will be due to Seller in the

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future if Seller ceases to ship books in Saleable Condition to BWB for a period of eighteen (18) months, calculated from the last date of receipt by BWB of a shipment of Seller's Surplus Books.

4.6 Seller can review records relating to the determination of Net Proceeds at BWB's client portal, and any amounts payable to Seller pursuant to Paragraph 4.2(a).

**ARTICLE V
Unsold Books**

5.1 BWB reserves the right to remove any book from a marketplace at any time. Any unsold books due to market demand, condition and/or failure to sell within a timeframe (to be determined solely by BWB) may be discarded by BWB in an environmentally sensitive manner, recycled, or donated at any time by BWB to a Literacy or Education Partner or any other eligible organization of BWB's choosing. BWB shall not owe Seller any further compensation for unsold books which are discarded or donated.

**ARTICLE VI
Term and Termination**

6.1 This Agreement shall take effect on the Effective Date and shall continue thereafter for two (2) years from the Effective Date ("Initial Term").

6.2 This Agreement shall automatically renew for additional two (2)-year terms (each a "Renewal Term") under the same terms and conditions of this Agreement, unless otherwise agreed by Seller and BWB.

6.3 Notwithstanding anything herein to the contrary, the Parties agree that either Party has the right to terminate this Agreement with thirty (30)-days' notice to the other Party, and thereafter, BWB has the right to refuse to purchase any more Surplus Books from Seller, and Seller has the right to refuse to sell any more Surplus Books to BWB.

**ARTICLE VII
Confidentiality**

7.1 The Parties recognize that, during the course of dealing with each other before and during the term of this Agreement, each Party may have or may become aware of information regarding the other Party that is confidential or proprietary in nature, including but not limited to information concerning its business, processes, donors or funders, administration and related offices, software, marketing, pricing, formulas, customers, suppliers, vendors, operations, and finances. The Parties agree that they will take all reasonable steps necessary to maintain the confidentiality of any such information, to treat any such information as confidential, and not to disclose any such information to any third party without the prior written consent of the non-disclosing Party, unless such third party is an authorized agent or employee that is familiar with such information in the normal course of their work.

7.2 The Parties agree not to use any information disclosed between the Parties, or under this Agreement, for any purpose other than the

purposes of this Agreement.

7.3 Notwithstanding the foregoing, the Parties acknowledge that a Party may be required to release such information in order to comply with laws (including public records laws), court orders, or other legal obligations, in which case the Party shall take reasonable steps to protect the confidentiality of the information it has received, including providing reasonable notice to the other Party and an opportunity to object to such disclosure if appropriate.

7.4 Unless stated otherwise, the Parties agree that their obligations under this Article VII shall continue for the duration of the Agreement and for a period of two (2) years beyond any termination or expiration of this Agreement, unless this Agreement is terminated for breach, in which case Paragraph 7.5 shall have no force or effect.

7.5 Failure to comply with any provisions in this Article VII on the part of either Party shall entitle the other Party to equitable remedies in addition to all other remedies at law or under this Agreement.

**ARTICLE VIII
Title to Property**

8.1 Title to Seller's Surplus Books that Seller supplies to BWB shall pass to BWB when Seller ships the Surplus Books to BWB or its agent, or when BWB picks up the Surplus Books from a location designated by Seller. Nothing in this Agreement shall be construed as creating a bailment or consignment relationship between BWB and Seller.

**ARTICLE IX
Miscellaneous**

9.1 Any notice required or permitted to be given to either Party shall be in writing and shall be deemed to be sufficiently given and received in all respects when either Party personally delivers or deposits in the United States mail, certified mail, postage prepaid, return receipt requested, such notice addressed to the last address the addressee furnished to the sender in writing for the purpose of receiving notices, including the address indicated below its signature to this Agreement.

9.2 All terms, covenants and conditions of this Agreement are contained herein. There are no other warranties, obligations, covenants, or understandings between the Parties other than those expressed herein. Any prior agreements, warranties, obligations, covenants or understandings between the Parties other than those expressed herein are superseded by this Agreement.

9.3 This Agreement may not be assigned by either Party without the express prior written consent of the other Party hereto. Such written consent shall not be unreasonably withheld by either Party, provided, however, that this Agreement and the rights and remedies of the Parties hereto shall inure to the benefit of the Parties and their corporate successors or the purchasers of substantially all of the assets or stock of either Party. Subject to the terms of the foregoing sentence, this Agreement shall be binding upon the Parties hereto

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and their respective successors, legal representatives, and permitted assigns.

9.4 The failure of either Party to enforce any part of this Agreement or the failure of either Party to declare a default shall apply only to that particular instance and shall not operate as the Party's continuing waiver or estoppel barring enforcement of any term or provision herein.

9.5 This Agreement shall be governed by and constructed in accordance with the internal laws of the State of Georgia without regard to the application of conflicts of laws principles.

9.6 Neither Party is nor shall be a partner, joint venturer, agent or representative of the other Party solely by virtue of this Agreement. Neither Party has the right, power or authority to enter into any contract or incur any obligation, debt or liability on behalf of the other Party.

9.7 No Party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond the reasonable control of such Party. The Party so affected, however, shall use its best efforts to avoid or remove such causes of nonperformance and to complete performance of the act delayed, whenever such causes are removed.

9.8 To facilitate execution, this Agreement may be executed pursuant to the process set forth in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.) or in as many counterparts as may be required to reflect all Parties' assent. All counterparts will collectively constitute a single agreement.

9.9 **Representation of Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each individual represents and warrants that such individual is duly authorized and empowered to enter into this Agreement on behalf of the respective below-listed Party and to bind such Party hereto.