



Sales Quotation

World Book Inc.
 180 N LaSalle Street, Suite 900
 Chicago, IL 60601
 Phone: (800) 975-3250
 Fax: (888) 922-3766
<http://www.worldbook.com>

Quote Details

Presented By:	Madeline Turner	Valid Until Date	1/15/2021
Email	madeline.turner@worldbook.com	WB Acct No	D2119
Bill To Name	RECTOR A JONES MIDDLE SCHOOL	Ship To Name	RECTOR A JONES MIDDLE SCHOOL
Bill To	8000 Spruce Dr Florence, Kentucky 41042 United States	Ship To	8000 Spruce Dr Florence, Kentucky 41042 United States

SKU	Product	Quantity	Sales Price	Subtotal
O53XS	Online World Book Kids School	1.00	USD 325.50	USD 325.50
O30XS	Online- Advance School	1.00	USD 325.50	USD 325.50
O21XS	Online- Discover School	1.00	USD 162.75	USD 162.75
O48XS	Online- World Book Student Schools	1.00	USD 325.50	USD 325.50

Subtotal USD 1,139.25
 Grand Total USD 1,139.25

Payment Option

Invoice the Institution listed above
 Purchase Order Required?
 Yes, Purchase Order #: _____
 No

Check or Money Order
 Make Checks payable to World Book Inc.

Credit Card
 World Book accepts most Credit Cards. Enter your contact information and you will be contacted to complete your transaction.

 Print Name

 Phone

Order Instruction

To place an order:
 1. Fax to (888) 922-3766, or
 2. Mail to: World Book, Inc. Attn: Order Processing 180 N LaSalle Street, Suite 900 Chicago, IL 60601

Terms & Condition

Standard Shipping & Handling Is Included in all prices. Prices are subject to change without notice. School / Library orders directly billed or under a purchase order are net 30 days form date of Invoice. Taxes will apply unless valid Tax Exemption ID is provided. This order is subject to acceptance in Chicago, IL. For full Terms and Conditions see <http://worldbook.com/terms-conditions>.

Signature

I confirm that I am authorized by the above Institution to make this purchase and that the institution will be responsible for the balance due in accordance with the terms specified.

Authorized Signature _____
 Print Name _____
 Date _____

TERMS AND CONDITIONS FOR THE SALE OF GOODS TO SCHOOLS AND PUBLIC LIBRARIES

1. Applicability. These terms and conditions of sale (the "Agreement") are the only terms which govern the sale of the goods ("Goods") by World Book, Inc. ("Seller") to Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with this Agreement. This Agreement shall prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms, unless Seller agrees to such Buyer terms in writing. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery. The Goods will be delivered within two (2) weeks of your order unless otherwise indicated by Seller on the Order Form. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, the Goods shall be delivered to Buyer from Seller's warehouse (the "Delivery Point"). Seller shall arrange for shipment of the Goods to Buyer's desired location using Seller's standard methods for packaging and shipping such Goods and such shipping costs are included in the cost of the Goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

3. Title and Risk of Loss. Delivery shall be made FOB Seller's Warehouse. Title and risk of loss passes to Buyer at the Seller's Warehouse when the carrier accepts the goods for transport.

4. Return Policy. Goods may be returned for a refund within fifteen (15) days of receipt. Goods should be returned in their original boxes, in new condition and with the original packing materials. Buyer shall indicate the reason for return on a copy of the packing slip and include it with the returned Goods to ensure proper credit. If Buyer does not have a copy of the packing slip, Buyer shall indicate the order number and the reason for return on a separate piece of paper and include it with the returned Goods.

Unless otherwise directed by Seller, send all returns to:

World Book, Inc.
Attn: RETURNS- PBD WAREHOUSE
905 Carlow Drive, Unit B
Bolingbrook, IL 60490

Seller recommends use of UPS or Insured Parcel Post for Buyer's return shipment. If the return is a result of Seller's error, contact Customer Service at (800) 975-3250 or [email] to receive shipping instructions and Seller will arrange and pay for return shipping charges. Shipping charges for all other returns shall be paid for by Buyer. Buyer's return will be refunded to Buyer's credit card, a refund check will be issued, or Buyer's account will be credited upon receipt of the returned Good(s).

5. Price. Buyer shall purchase the Goods from Seller at the then current price as indicated on the Order Form. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes, if applicable; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

6. Payment Terms. Buyer shall pay all invoiced amounts due to Seller net 30 days from the date of the invoice.

7. Limited Warranty. Seller warrants to the original Buyer that the Goods shall be free from any damage or defect in workmanship (i) for one (1) year from the date of purchase on World Book Encyclopedia and Dictionaries and (ii) for 90 days from the date of purchase on all other products. If the Goods are covered by the warranty, Seller shall either replace the Goods or refund the full purchase price, at Buyer's option, within fifteen (15) days of Seller's receipt of the returned Good(s). Buyer shall make a claim against this warranty by notifying Seller of the specific nature of the damage or defect, the original Buyer's name and account number, to the following e-mail address: service@worldbook.com

Upon receipt of notice, Seller will supply instructions for returning the product at Seller's cost. THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE GOODS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

8. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

10. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

11. Choice of Law. Illinois law shall govern this Agreement without regard to conflicts of laws, and the courts of the State of Illinois shall have exclusive jurisdiction, and the state courts of Cook County, Illinois shall have the exclusive venue over disputes arising from this Agreement.

12. Entire Agreement and Severability. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises and statements, whether written or oral. This Agreement may be altered, modified or waived only by an instrument in writing signed by the parties which refers to this Agreement. If any provision of this Agreement is determined to be invalid under the laws of any jurisdiction where used, that provision will be deemed modified to the extent necessary to make it valid while accomplishing the purpose most similar to that contained in the original provision, and will not affect any other provision of this Agreement.

TERMS AND CONDITIONS FOR THE SALE OF GOODS TO CONSUMERS

1. Applicability. These terms and conditions of sale (the "Agreement") are the only terms which govern the sale of the goods ("Goods") by World Book, Inc. ("Seller") to Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent

they are inconsistent with this Agreement. This Agreement shall prevail over Buyer's general terms and conditions of purchase, if any, regardless whether or when Buyer has submitted its purchase order or such terms, unless Seller agrees to such Buyer terms in writing. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery. The Goods will be delivered within two (2) weeks of your order unless otherwise indicated by Seller. Seller shall not be liable for any delays, loss or damage in transit. Unless otherwise agreed in writing by the parties, the Goods shall be delivered to Buyer from Seller's Warehouse. Seller shall arrange for shipment of the Goods to Buyer's desired location using Seller's standard methods for packaging and shipping such Goods and such shipping costs shall be paid for by Buyer at the time of purchase.

3. Title and Risk of Loss. Delivery shall be made FOB Seller's Warehouse. Title and risk of loss passes to Buyer at the Seller's Warehouse when the carrier accepts the goods for transport.

4. Return Policy. In order to return any Goods purchased from Seller, Buyer must contact Customer Service at (800) 975-3250 or service@worldbook.com to receive return instructions. View our full return policy here: <https://www.worldbook.com/return-policy>

5. Price. Buyer shall purchase the Goods from Seller at the then current list price. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes, if applicable; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

6. Limited Warranty. Seller warrants to the original Buyer that the Goods shall leave Seller's Warehouse free from any damage or defect in workmanship. If the Goods are covered by this limited warranty, Seller shall either replace the Goods or refund the full purchase price, at Buyer's option, within fifteen (15) days of Seller's receipt of the returned Good(s). Buyer shall make a claim against this warranty by notifying Seller of the specific nature of the damage or defect, the original Buyer's name and account number, to the following e-mail address: service@worldbook.com

Upon receipt of notice, Seller will supply instructions for returning the product at Seller's cost. THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE GOODS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

7. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10. Choice of Law. Illinois law shall govern this Agreement without regard to conflicts of laws, and the courts of the State of Illinois shall have exclusive jurisdiction, and the state courts of Cook County, Illinois shall have the exclusive venue over disputes arising from this Agreement.

11. Entire Agreement and Severability. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises and statements, whether written or oral. This Agreement may be altered, modified or waived only by an instrument in writing signed by the parties which refers to this Agreement. If any provision of this Agreement is determined to be invalid under the laws of any jurisdiction where used, that provision will be deemed modified to the extent necessary to make it valid while accomplishing the purpose most similar to that contained in the original provision, and will not affect any other provision of this Agreement.

PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance of Contract. This Order is not binding on World Book, Inc. ("Buyer") until Seller accepts the Order in writing or starts to perform in accordance with the Order. Buyer may withdraw the Order at any time before it is accepted by Seller. This Order expressly limits acceptance to the terms and conditions stated herein and any additional or different terms proposed by Seller, whether prior or subsequent to this Order, are rejected unless expressly agreed to in writing by Buyer. No contract shall exist except as provided herein. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the subject of the Order, then the terms and conditions of such contract shall prevail to the extent they are inconsistent with this contract.

2. Amendments. The parties agree that this Order, including the terms and conditions on the face and reverse side together with any documents attached or incorporated by reference, contains the complete and final contract between Buyer and Seller and that no agreement or understanding to modify this contract shall be binding upon Buyer unless in writing and signed by Buyer's authorized representative. All specifications, drawings, and data submitted to Seller with this Order or referred to by this Order are incorporated and made a part of this contract.

3. Pricing and Invoices. The prices in this Order include all direct, indirect and incidental charges related to the sale and delivery of goods or the performance of services, including but not limited to packaging, crating, storage, agent and brokerage fees, insurance costs, freight shipping charges, document fees, duties and charges of any kind. Invoices will be payable upon the terms set forth in the Order.

4. Taxes. Except as may otherwise be provided in this Order, the contract price includes all applicable federal, state, and local taxes in effect on the date of this Order. In case of new taxes or increased rates or repeal of taxes or the reduction of rates, the contract order price shall be adjusted accordingly by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and signed by Buyer.

5. Delivery. Time is of the essence. If delivery of goods is not made in the quantities or at the time specified, or rendering of services is not completed at the time specified, Buyer reserves the right, without liability and in addition to its other rights and remedies, to take either or both of the following actions: (a) direct expedited routing at Seller's expense; and/or (b) terminate this contract as to goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss or incremental expense incurred.

Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's routing instructions. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay must be given immediately to Buyer. If Seller's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and subcontractor and without the fault or negligence of either of them and the goods to be furnished or services to be rendered were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule.

Buyer will have no liability for payment for goods delivered to Buyer which are in excess of quantities specified in this contract or outside of tolerance levels specified on the Order and delivery schedules, or which are delivered in advance of Buyer's delivery schedule or for all transportation charges therefore. Buyer will not be liable for any material or production cost incurred in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedules.

6. Inspection and Acceptance. Payment for any goods under this contract shall not constitute acceptance thereof. All goods purchased hereunder are subject to inspection at Buyer's destination, and Buyer reserves the right to reject and refuse acceptance of goods, or to return goods already accepted, which are not in accordance with this contract or with Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit, repair or replacement at Buyer's option and at Seller's risk and expense, including transportation charges both ways. Such credit, repair or replacement shall occur within a commercially reasonable time from the Seller's receipt of the returned goods. No replacement of rejected goods shall be made unless specified by Buyer in writing.

Neither Buyer's inspection of nor failure to inspect shall relieve Seller of any obligations hereunder. Acceptance of any part of the goods shall not bind Buyer to accept, nor constitute a waiver of, Buyer's right to cancel or return future shipments, nor deprive it of the right to make any claim for damages, including incidental or consequential loss or damage incurred by Buyer. Such rights shall be in addition to any other remedies provided by law.

7. Freight Charges, Packing, Drayage and Containers. Unless otherwise expressly stated on the face of this Order, all goods shall be delivered F.O.B. destination. No charges for packing, drayage, or containers will be allowed unless specified on the face of this Order. Seller shall be liable for damage caused by improper boxing, crating, or packing.

8. Title/Risk of Loss. Title and risk of loss shall not pass to Buyer until delivery of the goods at the final destination in accordance with the provisions of this Order. Buyer shall not be responsible for any damage to goods occurring during shipment or delivery.

9. Seller's Warranties. Seller hereby warrants that the whole of the goods furnished hereunder shall be free of defects in material and workmanship; of merchantable quality; fit for Buyer's purposes; free and clear of all liens, encumbrances, security interests and/or other claims; free of infringement or violations of any copyright, trademark or other intellectual property rights; and that they shall conform with Buyer's instructions, specifications, drawings and data. Seller hereby further warrants that the whole of the goods furnished hereunder shall conform to all representations, affirmations, promises, descriptions, samples or models forming the basis of this contract. These warranties shall run to Buyer, its successors, assigns and customers and the users of its products. Said warranties shall be in addition to any warranties of additional scope given by Seller to Buyer. NONE OF SAID WARRANTIES AND NO OTHER IMPLIED OR EXPRESS WARRANTIES SHALL BE DEEMED DISCLAIMED OR EXCLUDED UNLESS EVIDENCED BY A PURCHASE ORDER CHANGE NOTICE OR A REVISION ISSUED AND SIGNED BY BUYER. Seller agrees to replace or correct defects in any goods or services not conforming to the foregoing warranties within a commercially reasonable time, at Seller's risk and expense, when notified of such non-conformity by Buyer. In the event of failure by Seller to correct defects in or replace non-conforming goods or services in the required time

frame, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the costs incurred by Buyer thereby. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect Seller's obligation under these warranties and such warranties shall survive inspection, test, acceptance and use of the goods.

10. Confidentiality and Proprietary Rights. Seller agrees to maintain as confidential any information disclosed to it by Buyer pursuant to this contract, including the existence and terms of this Order. All technical information whatsoever supplied to Seller by Buyer in respect to this contract shall be considered and kept confidential by Seller, and neither Seller nor any of its employees, agents or representatives shall disclose any such information directly or indirectly to any other person whatsoever. Additionally, Seller agrees that any invention, improvement or discovery (whether or not patentable), conceived or reduced to practice in the performance of this contract by any employee, representative or agent of Seller, or other person working under Seller's direction ("Work Product") shall belong exclusively to Buyer, and Seller automatically assigns and shall cause its employees, agents and representatives to automatically assign all right, title and interest in and to the Work Product to Buyer at the time of creation of the Work Product. Seller shall take such further action including execution and delivery of instruments of conveyance as may be appropriate to give full effect to such assignment. Upon completion of this contract, Seller shall deliver to Buyer any and all information relating to any such Work Product. Seller acknowledges and agrees that Buyer has valuable and proprietary trade names, trademarks, service marks, patents and copyrights, and Seller agrees that it will not refer to or use such trade names, trademarks, service marks, patents or copyrights except with the express written permission of Buyer.

11. Indemnification. Seller agrees to indemnify, defend and save Buyer harmless from and against all damages, liabilities, claims, losses and expenses, including reasonable attorney's fees, (i) resulting from any defect or imperfection in the design, material or workmanship of any good, a good's merchantability or fitness for an ordinary or particular purpose; (ii) resulting from any failure of the goods to comply with all applicable specifications, warranties, testing or certifications; or (iii) for damage to property or for injury or death of any person caused by or in any way arising out of Seller's furnishing of any good or service under this contract.

Seller further agrees, at its own expense, to defend any suit, action, claims or allegations of alleged infringement of patent or invention rights or misappropriation of intellectual property arising from the sale or use of such goods or services and agrees to indemnify, defend and hold Buyer harmless from any damages, liabilities, claims, losses and expenses (including attorney's fees) paid or incurred by Buyer in connection with any such suit, action, claims or allegations, whether against Buyer or against those selling or using the goods or services covered by this Order; provided, however, that this indemnity shall not apply to any such damages, liabilities, claims, losses or expenses to the extent arising out of full compliance by Seller with specifications furnished by Buyer.

Seller agrees that this indemnification shall survive acceptance of the goods or services and payment therefor by Buyer, and shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns and its officers, directors, agents and employees.

12. Insurance. If this contract covers the performance of labor for Buyer, Seller agrees to furnish evidence satisfactory to Buyer that all liens have been released by all persons who have performed services or furnished materials under this contract. Seller further agrees, at its sole cost and expense, to maintain continually in force during the term of this contract a policy of Comprehensive General Liability insurance, including coverage for product liability, broad form personal injury and property damage, blanket contractual liability, and broad form vendor coverage, in the combined single limit amount of \$1,000,000 per occurrence, automobile liability insurance (including non-owned automobile liability) and worker's compensation and employer's liability insurance as will adequately protect Buyer against the damages, liabilities, claims, losses and expenses (including attorney's fees) referred to in Section 11.

All policies of insurance shall provide that the proceeds shall be payable to Buyer and Seller as their respective interests may appear. All policies of insurance shall further provide that they shall not be cancelable on less than thirty (30) days notice to all insured. Seller shall furnish Buyer with certificates, satisfactory to Buyer, evidencing such insurance policies and naming Buyer as an additional insured. If Seller is self-insured, the certificate of the applicable state department of labor and industry must be furnished by such department directly to Buyer. Compliance by Seller with the insurance requirements does not in any way affect Seller's indemnification of Buyer under Section 11.

13. Independent Contractor. The parties shall at all times act as independent contractors and in no event shall be considered employees or agents of the other party. Accordingly, no party shall, by virtue of this contract, be entitled to participate in or enjoy any benefits under any pension, welfare, fringe benefit or other compensation plan or program maintained by any other party. Nothing contained in this contract shall permit or authorize the parties to execute any agreement or take any other action that is binding upon the other.

14. Termination. Buyer may at any time terminate this Order in whole or in part (i) for default by Seller of any or all parts of the contract, or (ii) for its convenience upon written notice to Seller in which event Seller shall be entitled to payment for work satisfactorily performed under this Order prior to termination, as evidenced by reasonable documentation. Upon termination due to Seller's default, Buyer may elect to purchase, at Seller's cost, any goods Seller may have purchased to fulfill Buyer's order or exercise any other rights that Buyer may have in law or equity. In no event shall Buyer be liable for any special, consequential, speculative or punitive damages resulting from the termination of this contract.

15. Compliance with Laws. Seller warrants that all goods or services furnished hereunder will comply with all applicable federal, state and local laws (and with the regulations, orders and standards thereunder). Buyer expects that Seller will comply with all applicable laws and regulations, which may include the United States' Foreign Corrupt Practices Act of 1977, as amended from time to time, including the 1998 amendment (the "FCPA") and the United Kingdom's Bribery Act 2010 ("UKBA"). Buyer expects that, to the extent the FCPA or the UKBA applies to Seller's activities, Seller will be knowledgeable of, understand and fully comply with the mandates of the FCPA or UKBA as applicable. Buyer shall complete any questionnaire or other document reasonably requested by Seller relating to its business activities and Seller's goods.

16. Seller shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

17. Equal Opportunity/Affirmative Action. Seller agrees, to the extent applicable, to comply with Executive Order 11246 and the implementing regulations found at 41 CFR Part 60. Seller incorporates into this Order, as applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a) and will likewise incorporate the clauses into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

18. Notice of Employee Rights Under Federal Labor Laws. Seller incorporates into this Agreement, as applicable, the obligations regarding the notice of employee rights under federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A, and will likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.

19. Conflict Minerals. Seller agrees that all items it provides to Buyer are "DRC conflict free" as that term is defined at 15 U.S.C. §78m(p)(1)(D).

20. Waiver. The failure of Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

21. Assignment. None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned by Seller, nor shall Seller subcontract for completed or substantially completed material called for by this contract without Buyer's prior written consent. Seller shall be fully responsible for all work permitted to be performed by subcontractors.

22. Severability. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Controlling Law. The provisions of this Order and any contract between the parties shall be interpreted and construed in accordance with the laws of the State of Illinois and the exclusive venue for any actions brought under this contract shall be the State and Federal courts of Cook County, Illinois.

24. Entire Agreement. These terms and conditions, and any purchase order provided to Seller by Buyer, constitute the entire understanding between the parties with respect to the subject matter herein and may only be modified in a writing signed by a representative of each party. Any additional or different provisions proposed by Seller are rejected and will not be effective unless agreed to in writing by Buyer.

25. Marketing Communication. As a customer of World Book, Inc. you automatically opt-in to receive promotional materials from World Book, Inc. via email, mail or phone. Buyers may opt-out of promotional materials by contacting World Book Customer Service.

26. Special Offers. Members of the World Book Reading Club or World Book WOW opt-in to receive special offers for editor's choice books or new releases. You will receive these offers via email, mail or phone, and you will have the opportunity to take advantage of these special offers by simply telling us within 10 days if you do not want to take advantage of the exclusive offer. For your convenience, member-only offers will be charged to the credit card provided when you complete a World Book transaction. If you do not wish to keep any special offer shipments you receive, you may return within 14 days.