

SAVVAS LEARNING COMPANY LLC
TERMS AND CONDITIONS
FOR RESELLERS
Effective October 1, 2024

1. **Definitions.** For purposes of this Agreement, the following definitions shall apply:
 - 1.1 “Automated Ordering Systems” means MySavvasOrders, EDI transmission, or other electronic means of placing orders for Merchandise as designated by Savvas.
 - 1.2 “Homeschool Bundles” means a group of products sold by Savvas for use by home school instructors and students, not for use by public or private educational institutions.
 - 1.3 “Merchandise” means all or any portion of the eligible educational products described in our Savvas Learning catalogs and/or on Savvas’ invoices, as well as all packaging, instructions, and other materials included with the goods. This includes all Savvas ISBNs and those sold by Savvas Learning. subject to Section 7 below. Savvas reserves the right to update the list of products eligible for purchase under this Agreement.
 - 1.4 “Purchaser” means the educational reseller purchasing Merchandise from Savvas.
 - 1.5 “Savvas” means Savvas Learning Company LLC, the publisher of the Merchandise.
 - 1.6 “Restricted ISBNs” means deliverable bundles including digital deliverables, standalone digital deliverables, or student editions that are must be ordered via By School Purchase Orders that include the schools name and address. Restricted ISBNs includes, but is not limited to, Restricted Teacher Materials.
 - 1.7 “Restricted Teacher Materials” means restricted products that are developed and produced for use by instructors only, and may contain additional information (e.g. guides, lesson suggestions, solutions, etc.) not intended for distribution to students. Restricted Teacher Materials must be shipped directly to the school or via By School Purchase Orders that include the school’s name and address.
 - 1.8 “By School Purchase Order” means a purchase order for product only intended to be used by one school or by students of that school. It can be shipped to either the Purchaser or the intended school. The school’s complete name and address must be included on the PO so that school-only restricted items can be filled.
2. **Agreement.** The acceptance of any goods purchased from Savvas by Purchaser shall constitute agreement to these terms and conditions (the “Terms”). In addition to these Terms, specific terms and conditions published by Savvas may apply for certain products. Savvas reserves the right to modify these terms and conditions at any time, without prior notice to Purchaser. Any contrary or inconsistent terms appearing on purchase orders, acknowledgments, or other Purchaser documents shall not be binding on Savvas. Savvas reserves the right to reject an order from any Purchaser for any reason.
3. **Billing and Payment.** All amounts owed by Purchaser to Savvas for Merchandise shall be paid by cash, check, or wire transfer within thirty (30) days of shipment of the order unless a set-off or deduction is specifically provided for by Savvas in a valid credit memo. Purchaser may not charge back to Savvas or make any set-offs or deductions, including but not limited to set-offs or deductions for violations of customer shipping or routing guidelines, anticipated returns deductions, or set-offs or deductions for cooperative advertising allowance programs and/or other promotional programs. Savvas shall process

any approved credit to Purchaser's account in accordance with Savvas' standard credit verification practices and procedures. Accounts must be current before subsequent shipments will be made. Past-due accounts are subject to a one percent (1%) monthly finance charge. If Purchaser wishes to pay for Merchandise with a credit card, Purchaser must pre-pay the entire amount at the time of order. Credit card purchases may only be made through vendors approved by Savvas.

4. **Order Processing.** Orders for Merchandise are subject to acceptance and availability. Only orders submitted through Automated Ordering Systems will be eligible for the discounts specified in Appendix A. Any orders transmitted outside of the Automated Order Systems via fax, phone, email, or mail will be fulfilled (subject to acceptance and availability) but will be sold at full published price without any Automated Ordering Systems discount.

Purchaser must order Restricted ISBNs on a By School Purchase Order including the school's name and complete address or the Restricted ISBNs will cancel. Restricted ISBNs cannot be ordered via Automated Ordering Systems. Restricted ISBNs and those not on the eligible merchandise list are not available for discount.

5. **Restricted Teacher Materials.** Purchase of Restricted Teacher Materials will be permitted for eligible Merchandise, provided that the Purchaser shall ensure that Restricted Teacher Materials are sold only to authorized instructors. Restricted Teacher Materials must be shipped directly to the school or via By School Purchase Orders that include the school's name and address.
6. **Homeschool Bundles.** Distribution of Homeschool Bundles (which may contain Restricted Teacher Materials) is intended solely for homeschool use by parents and other authorized homeschool instructors and to the retail channels specifically targeting the homeschool market. To help protect the pedagogical integrity of Restricted Teacher Materials, Purchaser agrees to limit the sale of Homeschool Bundles to the intended market. Homeschool Bundles may only be sold as the complete bundle purchased; the components may not be sold separately.
7. **Prices and Territory.** Pricing and discounts are set forth in Appendix A. Prices are subject to change at any time, without notice. Purchasers are free to charge any prices they choose for the Merchandise. Savvas' discounts, promotional programs, and other terms will be periodically announced and are subject to change at Savvas' discretion. Savvas is not bound in any way to any prices appearing on Purchaser's purchase order. All Merchandise ordered by Purchaser hereunder shall only be distributed or resold in the United States and its territories and possessions.
8. **Cooperative Advertising Program and Other Promotional Programs.** There will be no catalog, Co-op or MDF allowance allocated for any account reselling Savvas' grade Pre-K through grade 12 educational products.
9. **Rejections.** Purchaser may reject any damaged or defective Merchandise, including Merchandise that violates trademark or copyright law. Shortages or defective Merchandise must be reported to Savvas immediately (in no case later than thirty (30) days after receipt of shipment). See Appendix B for further requirements regarding rejections or shortages.
10. **Returns.** Except for Merchandise sold on a nonreturnable basis, Purchaser may return, at Purchaser's risk and expense, Merchandise in accordance with Savvas' current practices and procedures attached hereto as Appendix B. Purchaser assumes all risk and expense of returning any such Merchandise.

- 11. Recalls.** In the event Merchandise is the subject of a recall by Savvas, Savvas shall be responsible only for, in Savvas' sole discretion: (a) supplying Purchaser with corrected versions of the recalled Merchandise in a quantity equal to the quantity recalled; or, (b) reimbursing Purchaser for the costs paid by Purchaser to Savvas for such Merchandise upon the return thereof.
- 12. Changes and Cancellation.** Savvas may make changes in quantities, case packs, drawings, specifications, delivery schedules, method of shipment and packaging, and may cancel or terminate work on any purchase order for its own convenience, in whole or in part, by written or electronic notice at any time.
- 13. Limitation of Liability.** In no event shall Savvas be liable to Purchaser for any indirect, incidental, consequential, special, or punitive damages, or lost or imputed profits or savings, arising out of Savvas' failure or alleged failure to fill orders from Purchaser in whole or in part. Without in any way limiting the previous sentence, Savvas' total liability to Purchaser shall not exceed the amount paid to Savvas for Merchandise in the applicable transaction. Purchaser waives any claim that these Terms deprive Purchaser of any adequate remedy.
- 14. Disclaimer of Warranties:** MERCHANDISE IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SAVVAS HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE MERCHANDISE PROVIDED BY SAVVAS TO PURCHASER HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING UNDER APPLICABLE LAW, ANY WARRANTIES OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SAVVAS MAKES NO WARRANTY OF ANY KIND THAT THE MERCHANDISE WILL MEET PURCHASER OR END-USER REQUIREMENTS.
- 15. Indemnity.** Purchaser agrees to defend, protect, hold harmless, and indemnify Savvas and its directors, officers, employees, and agents against losses, damages, liabilities and expenses (including attorneys' fees) resulting from any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party to the extent resulting from (i) any breach of any representation, covenant, or obligation of Purchaser under this Agreement, or (ii) any other acts or omissions of Purchaser in the performance of this Agreement or the distribution, resale, or promotion of the Merchandise by Purchaser.
- 16. Taxes.** Where applicable, Purchaser shall provide Savvas with a duly executed resale certificate indicating that Merchandise is for resale and listing Purchaser's sales tax registration number for each state into which the Merchandise will be delivered. Savvas shall have no liability for any tax required to be billed, collected, or remitted by Purchaser. Purchaser shall indemnify, defend, and hold harmless Savvas against all losses, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.
- 17. Force Majeure.** Neither party shall be deemed in default of its obligations to the other party to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by

reason of any act of God, fire, natural disaster, accident, riots, acts of government, pandemic, unexpected shortage of materials, labor, or supplies, or any other cause beyond the reasonable control of such party.

18. **Equal Opportunity.** Pursuant to federal and applicable state law, Purchaser shall not engage in any discriminatory practices based on race, color, sex (including, but not limited to, sexual orientation or gender identity), religion, national origin, or physical or mental disability.
19. **Termination.** Savvas may terminate this agreement immediately upon written notice to Purchaser.
20. **Collection Fees and Acceleration.** Purchaser shall be responsible for all attorneys' fees incurred by Savvas in collecting its receivables from Purchaser and for interest as stated in Section 3 above. Savvas retains the option to accelerate the entire indebtedness of Purchaser's account if Purchaser is late in making a payment to Savvas.
21. **Severability.** In the event that any provision of these Terms or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to any state or federal law, or otherwise unenforceable, the remaining provisions of these Terms shall remain in full force and effect as though such unenforceable provision had not existed.
22. **Jurisdiction, Venue, and Choice of Law.** Enforcement and interpretation of this Agreement shall be governed by the laws of the State of New York applicable to agreements made and fully performed therein, without regard to the State's principles of conflicts of laws. The state and federal courts located in New York County, New York shall have the sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement.

APPENDIX A
SAVVAS LEARNING COMPANY LLC
TERMS AND CONDITIONS
FOR RESELLERS
Effective October 1, 2024

Pricing, Discount Policy, Ordering, and Shipping for Savvas Merchandise

NOTE: The terms and conditions laid out in this document supersede any other published or stated terms, conditions, or policies.

Standard PreK-12 merchandise purchased from Savvas is sold at the same published price to both Resellers and Schools. Prices are subject to change at any time, without notice. The most up to date pricing is available on MySavvasOrders or www.savvas.com.

NOTE: Standard PreK-12 products that include a digital component, teacher materials and select other ISBNs are restricted. These titles cannot be ordered via electronic means as the restriction will cancel the line. Orders for Restricted ISBNs must include complete school account information on the Purchase order. If School information is provided, product may be shipped to either to the Reseller or directly to the School. Purchaser must order Restricted ISBNs via phone, email, form or fax.

Select PreK-12 Supplemental and Homeschool ISBNs eligible for discount are available to Resellers at 40% off the published price, provided the Reseller purchases them through an Automated Ordering System.

A listing of these eligible products is posted on www.savvas.com/dealerchannel. Prices are subject to change at any time, without notice. For most up to date information, check the published prices on MySavvasOrders or www.savvas.com.

To order via MySavvasOrders, Purchaser must apply for an account and obtain a username and passcode. Go to MySavvasOrders.savvas.com and click on “Register Now” under New User in the log in box.

Any orders placed via fax, phone, email, form, or mail shall be fulfilled, but shall be sold at full published price. No credits will be issued; no exceptions.

Ordering

1. All orders are subject to acceptance and availability.
2. Discounts are off single-unit published prices of eligible supplemental and homeschool ISBNs.
3. Purchaser must order ISBNs eligible for discount via a Savvas Automated Ordering System or Purchaser will be charged full price.

4. Purchaser must order Restricted ISBNs on a By School Purchase Order including the school's name and address. There are no discounts on Restricted ISBNs or standard Savvas Learning ISBNs.
5. Prices, discounts, and availability are subject to change at any time without notice.
6. Purchasers may charge any price for Savvas titles that the Purchaser deems appropriate.
7. Payment terms are net 30 days.

Shipping

- Orders are shipped via Savvas' preferred carrier. A 4% shipping and handling fee will be applied to the invoice, provided that the order is being shipped to Purchaser's shipping address or using the one-time ship-to-account in the Automated Ordering System. Orders being drop-shipped using other Savvas accounts will have a standard shipping and handling charge (approximately 8-10%) applied to that invoice.
- In lieu of using Savvas' preferred carrier, and being invoiced shipping and handling by Savvas, Purchasers may arrange to ship ALL orders using the Purchaser's carrier(s) of choice and having the carrier invoice the Purchaser directly. Purchaser must provide a routing guide. Purchaser may not choose between prepaid and self-carrier options once setting up routing for self-carriers.
- Customer and 3rd Party pickups will be charged a 2% handling fee for processing and packaging.

Notes

- Once credit is established, Savvas will ship orders on an open account with payment terms of net 30 days from date of shipment.
- Visa, MasterCard, Discover and American Express accepted on pre-paid orders only.
- All prices are F.O.B. shipping point, Publisher's warehouse. Prices are subject to change at any time, without notice. For current pricing, check MySavvasOrders or www.savvas.com.
- Accounts must be current before subsequent shipment will be made.
- Past due accounts are subject to a 1% monthly finance charge.
- Savvas reserves the right to accept or reject all orders based on our terms and conditions, which supersede any terms and conditions stated on the Purchaser's purchase order.

APPENDIX B
SAVVAS LEARNING COMPANY LLC
TERMS AND CONDITIONS
FOR RESELLERS
Effective October 1, 2024

Damaged Titles, Shortages, Returns, Stand-alone Online License Return Policy, Return Authorizations, Return Crediting, Freight Charges on Returns, Non-compliance

NOTE: The terms and conditions laid out in this document supersede any other published or stated terms, conditions, or policies.

Damaged Titles and Shortages

If shipped via a Savvas-selected carrier: Damages must be reported immediately to Savvas and to the appropriate carrier. For goods showing visible damage on the shipping carton, have the carrier note damages on the freight bill before accepting delivery. Save all original shipping cartons, packing slips, packing material and damaged items until they have been inspected or your claim has been settled. Shortages must be reported to Savvas within 30 days to be considered.

If shipped via Purchaser's selected carrier: Purchaser must settle any damage and/or shortage claims directly with that carrier.

Returns

Overstock Returns:

- **All** returns require a return authorization from Savvas. Purchase information must be provided. (See Return Authorizations below).
- Request to return must be submitted to Savvas within 6 months of purchase. Return Authorizations ("RAs") are valid for 30 days.
- Savvas is not obligated to credit, return, or maintain any Merchandise returned to Savvas without a valid return authorization (see Return Authorizations below). Said Merchandise may be destroyed. Purchaser may not return merchandise without a valid Savvas RA.
- Purchaser may only return ISBNs as ordered and billed. If you ordered an ISBN that includes a book and digital license, then both the book and the unused license must be returned or no credit will be issued. If you ordered a set, you must return the complete set. You may not return items from within a set for partial credit.
- Stamped or marked books, open packages, or ISBNs that have gone out of print cannot be returned.
- Credit is only given for unmarked, unused books (in saleable condition) returned within six months of purchase.
- ISBNs sold on a non-returnable basis cannot be returned.

Stand-Alone Online License Return Policy

- **If the ISBN was delivered digitally (nothing physical to return),** Purchaser may request a credit within 6 months of purchase. Upon confirmation that the licenses have not been accessed, credit will be issued for Savvas Stand-alone Online Licenses.

Return Authorizations

ALL returns to Savvas must be pre-authorized. To ensure proper credit to your account, do not return any materials without the RA. Returns may be refused by the distribution center if not accompanied by a return authorization.

When requesting an authorization to return, provide the following information: PO#, Invoice #, Date of Invoice (must be within 6 months), ISBN to return, Title, Quantity requesting to return, unit cost paid and extended value.

Upon approval, Savvas will send you an RA with an RA#, what items have been approved to return, information regarding where to send the return, and additional instructions. The RA# must be clearly marked on the carton. Be sure to include a copy of the RA in each carton.

Freight Charges on Returns

All returns must be shipped prepaid (Purchaser's expense). Savvas cannot be responsible for any losses or damage incurred in return shipments and suggests that you insure shipments and retain tracking numbers.

Return Crediting

Upon receipt of returned items, all items will be inspected. Returned items must be in new and saleable condition with no markings and in unopened original packaging according to Savvas' standards to be eligible for credit. Only those ISBNs listed on the RA form will be credited.

If an account returns any product that is damaged, used, or otherwise ineligible for credit for any reason specified in this policy, or if it is not a Savvas ISBN, Savvas has the right to dispose of such returned product without any further obligation, including, without limitation, notice, credit obligation, or obligation to return such item to Purchaser's account. A fee may be assessed for any extra handling Savvas incurs to return to the account products that are ineligible for credit.

Non-Compliance

Savvas reserves the right to review and reduce or suspend ordering and returns privileges to any account that repeatedly engages in any of the following practices:

- Procuring, offering, or distributing counterfeit copies;
- Procuring, offering, or distributing copies of international editions and/or internationally sourced products not sold by Savvas for sale in the U.S.;
- Selling and/or attempting to return individual value pack components separately;
- Attempting to return other product that is ineligible for return;
- Selling or distributing Savvas Merchandise outside the United States or its territories; or
- Selling Restricted Teacher Materials to unauthorized persons and/or institutions.