

DISTRIBUTION CONTRACT

Between
...
represented by ...
hereby mentioned the Publisher
on one part

and
Les presses du réel
35 rue Colson
21000 Dijon - France
represented by Raphaël Brobst
hereby mentioned the Distributor
on the other part

The parties hereto agree to cooperate in the distribution of books published by the first party, hereinafter referred to as "books" or "works", based on the following terms:

Article 1: Object

The Publisher grants exclusive distribution rights for France, Belgium, Switzerland, and Luxemburg, to the Distributor, who in turn accepts to take on the commercial representation, promotion, sale and distribution of the book: ... (ISBN: ...).

This contract establishes the conditions and modes of collaboration between both parties.

Article 2: General obligations of the Distributor

The Distributor recognizes that the tasks and services expected to carry out following the terms of the present contract are:

2.1 - To receive, record, send and propose to the bookshops and other sale points the publications of the Publisher and follow to complete execution orders from customers.

2.2 - To take in charge stock management of the merchandise entrusted with by the Publisher.

2.3 - To communicate to the Publisher, on demand, within one (1) month, any information regarding the titles in stock.

A difference of 5% per title between the theoretical number of books and the number of books inventoried is considered acceptable.

2.4 - To communicate to the Publisher in the month that follows the year for which they were compiled the following commercial information:

- number of copies sold per title;
- total amount of books sold, at public price without VAT, per title;
- total amount of books invoiced, without VAT, per title

The Distributor ensures the marketing and promotion of the books following its own methods particularly in regards to taking orders, billing bookstores, setting resale and delivery conditions with the customers.

Article 3: General obligations of the Publisher

The Publisher commits to sending all documents and informations about the books (blurbs, artists/authors biographies, list of contributors, technical specifications, layout and full cover in PDF) necessary to the bibliographic referencing and to setting up of the diffusion and promotion (professional databases, specialized media, website and Distributor's catalogue, mailinglist) in the necessary processing time limit.

The Publisher agrees to leave the Distributor free of reproducing and publishing any element he provided, or that is contained in his books, for diffusion and promotion purposes (brief selections shall in no case conflict with a normal exploitation of the Works and shall further not unreasonably prejudice the legitimate interests of the rights holder).

Article 4: Delivery of stocks

Merchandise to be stored by the Distributor will be delivered to the address indicated by the latter.

Shipping costs related to delivery or return of the books shall be directly borne and contracted by the Publisher.

Stock quantities for both initial delivery and restocking shall be defined by the Distributor.

The Distributor declines all responsibility as to the eventual poor condition of the books received due to bad packaging and/or shipment conditions.

With each delivery, a voucher in two copies, indicating the titles and quantity delivered shall be provided.

The Distributor benefits from a complete and permanent return right on all books.

The annual quota of damaged books is estimated at 10%.

Two sample copies may be used by the Distributor for promotional purposes.

Article 5: Insurance and renunciation to liability claim

The Distributor shall provide the copies deposited with the same care as for its own books.

The insurance of the Publisher's stock and the assessment of the amount of coverage are the sole responsibility of the Publisher. It is expressly agreed that in the event of damage (fire, water damage, special risks, theft and all cases of force majeure), the Distributor cannot be held responsible for damaged, destroyed or missing copies.

The Distributor is not responsible for damage due to latent manufacturing defects, ageing or damage caused by handling, particularly during return operations.

Article 6: Guarantees

The Publisher declares that the books is distributed in application of the present contract have been subjected to a written contract with the authors or their heirs.

The Publisher declares having complied with copyright legislation.

In consequence, the Publisher guarantees that the Distributor is protected from any charge in liabilities resulting from the violation of the legislation relative to the illicit, outraging or slanderous character of the books distributed as well as the catalogues and materials he delivers.

The Distributor will not be held responsible for the non-respect of these guarantees by the Publisher. The latter commits to refunding the Distributor any amount he will be compelled to pay out.

Article 7: Price

In compliance with article 1 of French law n° 81 766 of August 10th 1981, the Publisher communicates the public selling price without VAT of the books freely set by himself.

Article 8: Remuneration

Every year, the Distributor is to pay the Publisher the price of the books sold and delivered by him to the customers (except outstanding accounts), having applied a 60% discount on the public price without VAT (including all discounts granted to the customers), having prevailed of its return right.

At the end of every year, the Distributor will address the Publisher with a record (in compliance with article 2.4) allowing him to establish an invoice, which must be sent within 30 days, payable at 30 days end of month, until the final settlement, corresponding to the first year in which the sales figure is less than or equal to 2 copies, including returns.

Article 9: Accounts responsibility

In compliance with article 8, the Distributor assumes entire responsibility for pending accounts for the sale of the Publisher's books. The opening of accounts, credit limits and closing of client's accounts are his sole responsibility.

The commercial conditions (discounts, return authorizations, payment date limits) are set by the Distributor who reserves the right to refuse serving customers known to be blacklisted payers.

Article 10: Duration of the contract

The present contract, signed for a period of one year, will take effect on the date of signature. It will be automatically renewed unless one of the two parties has indicated its intention not to renew it through a written letter sent by registered mail at least six month prior to the renewal date or at any time, in case either party gives two months notice of its decision to cancel it.

Article 11: End of contract arrangements

In case the present contract is not renewed, the Publisher will have to make all arrangements in order not to have any book or collection in stock at the end of the contract period.

All arrangements for the modification of the distribution informations mentioned in professional bibliographic data bases are the Publisher's responsibility.

The Distributor complies to crediting for three months after the end of the contract incoming returns from customers.

From the contract's expiration date, the Distributor has three (3) months to produce an ultimate sales statement, integrating part of the returns already recorded, as well as reasonable previsions as to expected returns.

The Distributor will have to send, at the Publisher's expense and at the address indicated by the latter, the books in stock that belong to him.

Article 12: Amendments

No amendments, modifications, or waivers to this agreement shall be valid unless in writing and signed by both parties to the agreement.

Article 13: Attribution of jurisdiction

If either one of the parties fails to comply to any of the presently mentionned obligations and does not set the situation right within a sixty (60) day period by a written advice on that behalf, the other party will be allowed, at will, to cancel the present contract by sending a simple written advice without being liable in any way for breaking the contract.

Any dispute over the present contract will be settled by the competent Dijon court.

Dijon, ...

The Distributor

The Publisher