
PROVIDENT MUSIC DISTRIBUTION (PMD)

POLICIES AND PROCEDURES

Sales and Payment Terms

1. Base discounts are determined by customer class and sales volume. Additional discount and dating incentive opportunities are available for new releases ordered before street date.
2. As a service to the customer, in an urgent situation, PMD will drop ship for a \$5.00 charge to each order.
3. Short discounts (less than full trade) will apply to orders less than \$25.00 net (invoice price) No discount will be given on demos or any promotional item (i.e.: posters, samplers, premiums, displays, etc.)
4. Prepaid orders, from accounts in good standing, will receive free freight (UPS Ground, Continental U.S. only).
5. Master Card, VISA, Discover & American Express may be used to pay for purchases. The following is required: card number, expiration date, name on card and authorized signature.
6. Payment for all sales, unless otherwise noted, is due 30 days from the date of the invoice. A finance charge not exceeding 1.5% per month (18% per year) will be added monthly to past due totals.
7. All payments must be made in U.S. funds drawn on a U.S. bank.
8. A \$30.00 service charge will be applied to any account for checks returned to PMD due to Non-sufficient Funds. Additionally, that account will be placed on credit hold until the check is replaced or the redeposit clears.
9. Any payment received with no disbursement instructions will be applied to the account as "cash on account". Detailed payment instructions will be required before payment is applied to a specific invoice.
10. Any disputes in billing must be communicated within 30 days of the billing date.

Street Date

1. It is the goal of PMD to promote fair representation of its releases at all retail locations on the street dates. Product should not be available for consumer acquisition before the designated street date.
2. Any retailer found in violation of the official street date will be penalized by having subsequent new releases shipped on and not before the street date for a period of not less than three months.

Tear Tags

1. Inventory tear tags are available upon customer request. Tear tags come with each order and indicate catalog number, price, title, order number and the date the product was shipped.
2. There is a four (.04) cent charge per tear tag.

Coupon Program

1. PMD will periodically offer "Instant Savings" coupons on selected projects. These coupons should be retained by the retailer and mailed to PMD with a replacement order. PMD will not be responsible for packages lost in transit from the store to PMD. It is recommended to insure coupons.
2. PMD will honor all non-expired affiliated labels' coupons for the redemption value marked on the coupon, provided they have not exceeded their expiration date.
3. Coupons cannot be redeemed for product that has been released less than 90 days.
4. PMD will charge a \$.75/ \$1.25 exchange fee for each complimentary cassette / CD upon coupon redemption.

Co-op Advertising

1. PMD will make available 5% of an account's previous year's net sales with PMD to use for advertising of pre-approved PMD product.
2. If merchandise other than PMD product is included in the co-op advertisement, compensation will be pro-rated based on the percentage of the promotion dedicated to PMD product.
3. At the end of the promotion, PMD requires proof of advertising and the appropriate invoices. The following list is an example of required documentation:

*Radio Spot: Copy of script; verification of airtime, copy of original invoice.

*Printed Pieces: Copy of printed piece; verification of postage, copy of original invoice.

*Newspaper/Magazine: Tear sheet of ad, copy of original invoice.

4. Upon receipt of required documentation, the respective PMD account representative will contact the store to determine what product to use for reimbursement. Co-op advertising expenses will be reimbursed to the account in free product at full retail value.
5. Co-op reimbursement cannot be used for product that has been released less than 90 days.
6. Pre-Authorization and claims should be sent to this address:
Provident Music Distribution
Attn: Co-op Advertising Coordinator
741 Cool Springs Boulevard
Franklin, TN 37027
7. To contact your co-op manager, please call 1-800-333-9000.

Returns

1. Stores may return overstocked product after ninety (90) days from the date of invoice with a two-year limit (from invoice) for returning product. Any product returned after two years from invoice date, PMD would credit the account at 35% of the store's average purchase price over the last 2 years.
2. Out of Print (OP) products are not returnable and no credit will be issued for the return of these products. OP product returned to PMD will not be mailed back to the sender. Once a product is placed on OP status, notice will be sent and returns on that product must be received within 60 days. If a product is not found in our current product listing, it is OP.
3. No Product will be accepted without the PMD Returns Form completed and included in each box of product. Titles, stock numbers and quantities to return must match the actual product in the shipment.
4. The return label at the bottom of the PMD Returns Form **MUST** be secured to all of the returned boxes or the shipment will be refused and sent back to the account. The label must include the account number and address.
5. Any product shipped collect freight will be refused and returned to the shipper. Return all product prepaid to:

Provident Music Distribution
Returns Department
468 McNally Drive
Nashville, TN 37211
6. For product in saleable condition, PMD will credit the account at 90% of the store's average purchase price over the last 2 years.
7. All returned product must be in a clean, re-sellable condition; free from dealers price sticker marks, pen or pencil marks, broken cases or broken shrink wrap.
8. Product returned in un-sellable condition will be subject to an additional 3% charge for refurbishing (including cracked cases, non-PMG sticker, and residue from stickering). PMD retains the right to return any un-sellable product to the dealer at their expense.
9. PMD cannot be responsible for packages lost in transit from the dealer to PMD. It is recommended that packages be insured.
10. The following products are non-returnable: demos, displays, CD singles, maxi-singles, samplers and other marketing tools as well as complimentary product, including coupon redemption and marketing offset.
11. Only products purchased from PMD bearing PMD and its distributed labels' catalog numbers are returnable. No other product will be accepted. If returned product is not PMD distributed titles, PMD will not credit customer's account and product will not be returned.
12. All inquiries regarding returns should be directed to an account rep. Please have a copy of your PMD Returns form available.

Defective Returns

1. Defective merchandise must be separated in the returns package and identified as such on the PMD Returns Form that accompanies the shipment stating the nature of the defect.
2. All defective merchandise will be credited at the 100% of the store's average purchase price. A replacement for the defective product may be obtained by placing a new order with an account representative.

Choral Returns

1. All Choral Product including hymnals, church music, musicals and sheet music must be returned separately to **Brentwood-Benson Music** and have a return authorization number (RMA). Please call 1 (800) 846-7664 for a Brentwood-Benson Music RMA.
2. Christmas and Easter music must be returned within sixty (60) days after the holiday. Christmas product returned after March 1st and Easter product returned after June 30th will be charged a 20% restocking fee. Brentwood-Benson reserves the right to refuse any seasonal music received after above dates.
3. The following products are non-returnable: orchestrations, conductor's scores and service items (i.e.: bulletins, posters, badges, stickers, premiums, etc.).

Credit Memo

1. When credit is issued, a memo will be sent out stating that the account has been credited and show the total balance due reduced by the 'credit total' shown on the memo.
2. A record of the credit memo will appear on an account's monthly statement until disbursement instructions are received by PMD. PMD will NOT apply the credit until these instructions are received.

Errors in Shipment

1. All inquiries regarding errors in shipment must be directed to an account representative within 30 days of shipment.
2. Any product incorrectly shipped may be returned to PMD using the PMD Returns Form provided with each shipment.
3. An account will be credited in full for the merchandise and freight when there is an error in shipment.
4. PMD will not be responsible for errors in shipment after 30 days from the invoice date.

Contact Information

To Contact Customer Support and Credit Department:

1-800-333-9000

To Contact **Brentwood-Benson Music** concerning all Choral Product inquiries including hymnals, musicals and sheet music:

1-800-846-7664