Web Book Sale
Terms of Service

Overview: Client retains Friends Book Sale, LLC d/b/a Web Book Sale ("Friends") for the purpose of selling Client's discarded or donated media on the Internet. Friends agree to provide for cataloging, storing, selling and handling all customer service issues, such as returns, related to Clients unwanted media.

Client's Duties: Client duties are limited to collecting, selecting, packaging and shipping to Friends any unwanted media it wishes Friends to sell for its benefit on a variety of Internet marketplaces. All media provided by Client to Friends ("Client Material") must be in good, saleable condition and free from damage, such as separated bindings, torn pages, excessive markings, water damage and stains (for books) and disc scratches, broken jewel cases or missing printed material (for CDs).

Friends will not accept, and Client agrees not to send, the following items:

- Mass-market paperbacks,
- Modern Library editions,
- Government publications,
- Dictionaries,
- Encyclopedias,
- Annuals or Year Books,
- Journals, magazines or periodicals,
- Who's Who editions,
- Directories or telephone books,
- Book club editions,
- Readers Digest editions,
- Vinyl records or music cassette tapes,
- Time Life editions,
- Review, Uncorrected Proof or Not For Resale copies,
- Pornography or other inappropriate material,
- Damaged items.

Friends' Duties: Friends will sort, catalog, store, sell, ship and handle all customer service issues (such as returns) and bookkeeping associated with the Client Material, and will pay for all expenses related to these activities.

The decision to sell, or to remove from sale, any particular item of Client Material will be made by Friends at its sole discretion, as will all pricing decisions.

Payment Calculation: Payment for Client Materials that are sold will be calculated as follows:

Client Earnings is equal to 50% of the Net Proceeds on each sale.

Net Proceeds is the amount paid the by buyer for the item, less the commission charged by the Internet marketplace that transacted the sale.

Payment Procedure: By the 15th of each month, Friends will mail a check to Client for the total amount of Client Earnings for the prior month.

Ownership of Materials: Ownership of all Client Materials shall pass to Friends when picked up or shipped from Client's location.

Disposal of Non-Saleable Items: Any items that Friends elects not to sell (because they do not meet Friend's acceptance criteria, or because they are damaged, or because they have been listed for sale for an inordinate period of time and have not sold) may be donated to a charitable organization of Friend's choosing or, if not appropriate for such donation, will be recycled.

Termination of Relationship: Either Client or Friends may terminate this relationship at any time. Friends may, at its sole discretion, refuse to accept further shipments of Client Material from Client. In the event this relationship is terminated, Friends will continue to sell any listed Client Material, and will continue to make monthly payment of Client Earnings.

Changes to Terms and Conditions: Friends reserves the right to modify these Terms and Conditions at it sole discretion and without notice. The current version of these Terms and Conditions can always be found at www.WebBookSale.com/Terms.pdf