

MACMILLAN DISTRIBUTION TERMS AND CONDITIONS: TRADE CUSTOMERS

The following Terms apply to all orders for goods that we receive from you, unless otherwise agreed in writing signed by an authorised representative of Macmillan Publishers Limited trading as Macmillan Distribution ("MDL"), and supersede any previous correspondence or discussions between MDL or any authorised agent and the customer. These Terms shall apply to the exclusion of all other terms and conditions. Accordingly, no terms or conditions endorsed on, delivered with or contained in the customer's purchase order, confirmation of order, specification or other document shall form part of the agreement.

1. Orders

- 1.1. No order submitted to MDL shall be deemed to be accepted by MDL unless and until confirmed either in writing or as an electronic message (by invoice submitted with goods delivered, or otherwise) by MDL or by an authorised agent or representative of MDL.
- 1.2. MDL reserves the right to hold orders under a certain minimum net value (or until this value is reached through consolidation with further orders) for up to a certain maximum period. Additionally, orders below a minimum net value may attract a small order service charge. The minimum net value, maximum holding period and small order service charge applied by MDL from time to time for these purposes shall be available on request from MDL and may be posted on MDL's website.
- 1.3. By submitting an order for any goods the customer acknowledges receipt of and agrees to be bound by these Terms.

2. Risk and Title

- 2.1. Risk of damage to or loss of any particular goods supplied by MDL to the customer will pass to the customer on delivery of those goods at the notified delivery address. MDL may deliver the goods by separate instalments. Any delay shall not entitle the customer to terminate or rescind the agreement unless such delay exceeds 200 days, (or such other period as is agreed in writing with MDL). Title and property in any goods, including full legal and beneficial ownership, shall not pass to the customer until MDL has received full payment (in cash or cleared funds) for:
 - (a) those goods; and
 - (b) all goods delivered to the customer under this and all other contracts between the customer and MDL or its publisher client.Full payment of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the customer and MDL or its publisher client.
- 2.2. If by the due date for payment or on the happening of any event within Clause 6 MDL has not received (in cash or cleared funds) payment in full of the price of any goods, it shall have the right at any time until it receives such payment in full, to retake possession of:
 - (a) those goods; or,
 - (b) such of those goods as are subsequently returned to the customer following supply by it on a sale or return basis; or
 - (c) if those goods are no longer in the customer's possession, any other goods supplied by MDL up to the same value as those goodsand to enter any of customer's premises at any time during normal working hours in order to do so. Until title in the goods passes to the customer, the customer shall hold the goods on a fiduciary basis as MDL's bailee; and so far as reasonably feasible store them separately from all other goods of the customer or any third party and label them in such a way that they remain readily identifiable as goods supplied by MDL; maintain the goods in satisfactory condition; and keep them insured on MDL's behalf for their full price against all risks. MDL shall be entitled at any time to require evidence that the provisions of this Clause are being complied with, including without limitation to require access to any of customer's premises at any time during normal working hours to inspect goods supplied by it.

3. Charging and Selling

- 3.1. All books are sold subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without the prior written consent of their publisher in any form of binding or cover other than that in which it is published and without a condition to the same effect as this condition being imposed on the subsequent purchaser.

4. Payment

- 4.1. The price of goods is the published price as shown on the invoice less such discount (if any) shown on the invoice. The price is exclusive of any applicable value added or other tax which the customer shall be additionally liable to pay to MDL as shown on the invoice. No settlement discounts or other deductions may be made against amounts due on MDL's invoice(s) or statement(s).
- 4.2. If the customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to MDL, MDL shall be entitled to charge the customer interest (both before and after any judgement) on the amount unpaid at the rate of 3% per annum above National Westminster Bank Plc base rate from time to time, until

payment in full is made. MDL reserves the right to withhold further supplies in the event of amounts payable being overdue, breach of any of the conditions of this agreement, or any other reason which at MDL's discretion warrants such action.

- 4.3. In the case of trade customers with credit accounts, payments for goods supplied must be received by MDL before the end of the month following the month of invoice unless otherwise agreed in writing between MDL or an authorised agent and the customer. Payment due date is stated on the printed invoice. Time for payment shall be of the essence. MDL will levy an administrative charge of 2% against the transaction value, for payments made by credit cards, by trade customers with credit accounts. Orders from trade customers who do not have a credit account will normally only be accepted against prepayment in full.

5. Liability

- 5.1. MDL shall not be liable for failure in performing any of its obligations under the agreement if the failure was due to any cause beyond MDL's reasonable control.
- 5.2. Save as expressly provided in these terms and conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.3. Except in respect of death or personal injury caused by MDL's negligence or the negligence of any employee or authorised agent or representative of MDL, any fraudulent misrepresentation by MDL or an authorised agent or representative of MDL or any implied term as to title or quiet enjoyment, MDL shall not be liable to the customer by reason of any representation or any implied warranty, condition or other term or any duty at common law or under the express terms of the agreement or otherwise for any loss of profit, loss of sales, loss of goodwill, loss of business or any indirect or consequential loss or damage howsoever caused which arises out of or in connection with the supply of the goods or their use or resale by the customer except as expressly provided in these terms and conditions.

6. Insolvency

- 6.1. If:- (a) the customer makes any composition or arrangement with its creditors, becomes subject to an administration order, or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or;
(b) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the customer; or
(c) if the customer, being a trade customer, ceases or threatens to cease to carry on business; or
(d) MDL reasonably believes that any of these events is about to occur

then without prejudice to any other right or remedy available to MDL, MDL shall be entitled to cancel the agreement or suspend any further deliveries under such agreement without incurring any liability to the customer, and if the goods have been delivered but not paid for the price shall become immediately due and payable.

7. General

- 7.1. If any provision of these Terms is held for any reason to be ineffective or unenforceable in whole or in part this shall not affect the validity or enforceability of the other provisions of these Terms.
- 7.2. No waiver by MDL of any breach of the agreement by the customer will be treated as a waiver of any subsequent breach of the same or any other provision.
- 7.3. Any variation to this agreement shall be invalid unless otherwise agreed in writing by an authorised representative of MDL.
- 7.4. MDL's employees or agents are not authorised to make any representations unless confirmed by MDL in writing by one of its Directors.
- 7.5. The parties to the agreement do not intend that any term of the agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 7.6. The customer may not assign, charge, license, subcontract, delegate or transfer this agreement in any way whatsoever.
- 7.7. These Terms are governed by English law (in relation to both contractual and non-contractual obligations) and the English courts have exclusive jurisdiction to resolve any disputes relating to them.

8. Cancellation

- 8.1. No order which has been accepted by MDL may be cancelled by the customer except with the written agreement of MDL.

9. Delivery

- 9.1. Delivery of goods within the United Kingdom and Eire is free of charge by our nominated carrier. Delivery of goods outside the United Kingdom and Eire is at the customer's expense and liability, unless otherwise agreed in writing by MDL or an authorised agent. Delivery charges may be invoiced at the same time or separately to the invoice of the goods. MDL's standard Incoterms for delivery outside the United Kingdom and Eire are FCA to UK mainland freight forwarder unless otherwise agreed with MDL or an authorised agent.
- 9.2. Any dates quoted for delivery of goods are approximate only and MDL shall not be liable for any delay in delivery of goods howsoever caused. MDL will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods (even if caused by MDL's negligence).
- 9.3. Books sent to customers within the United Kingdom and Eire before the publication date must not be sold to the public before the publication date, or resold to another trader without imposing that same condition.

10. Overstock returns

- 10.1. Unless otherwise specified on the invoice, goods are not supplied on a sale or return basis. Books will not be accepted for return from customers in the UK or Eire unless previously authorized, in writing, by MDL, in line with the Book Industry Returns Code of Practice as may be revised from time to time. Details of the Code of Practice is available at www.bic.org.uk. Export returns will be authorised solely at the discretion of the Publisher or its authorised representatives. MDL reserves the right to dispose of non-authorized returned items or items not supplied by MDL at its absolute discretion and without prior notification to senders.
- 10.2. Unless otherwise specified in writing by MDL, items authorised for return must be received by MDL in a re-saleable condition.
- 10.3. Carriage and packing of items returned is at the customer's expense and liability. MDL cannot accept any responsibility for unauthorised returns or for returns of books not supplied by MDL. For the avoidance of doubt all liability for the cost of crediting the value of any returns is the third party publisher's and not MDL's and accordingly no claim to recover monies due in respect of any returns may be brought against MDL. Credit notes for overstock returns shall only be taken after the agreed credit period for the account has elapsed.

11. Queries or Claims

- 11.1. Any claim for credit or replacement goods must be received in writing at the MDL address shown on the invoice, marked for the attention of the Customer Services, within 14 days of the date of receipt by the customer. Where the claim is for non-delivery of a whole consignment, the applicable time limit is 31 days from the date of invoice. MDL shall have no liability for claims received outside of the above and the customer shall be bound to pay the price as if the goods had been delivered in accordance with the agreement.

12. Business Ethics and the World Bank

- 12.1. The customer shall at all times comply in full with: (a) all applicable anti-bribery and corruption laws; and (b) Macmillan Publisher's anti-bribery and corruption policy as amended from time to time (and currently available at international.macmillan.com or otherwise on request).
- 12.2. Neither the customer nor any of its subsidiaries nor any director, employee or other person acting on behalf of the customer or its subsidiaries: (a) has directly or indirectly: (i) paid, provided, offered or authorised any payment, gift, inducement or other benefit to any person including any governmental or regulatory entity or official in any territory for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage; nor (ii) received, accepted or authorised any such benefit from any such person for any such purpose; nor (b) shall directly or indirectly do any of the foregoing at any time. Notwithstanding any other provision of these Terms, any breach by the customer of this Clause may be regarded by MDL as incapable of remedy and permitting MDL, without prejudice to its other rights and remedies, to withhold further supplies.
- 12.3. Without the prior written consent of MDL, you may not supply any goods, which are published by a member of the Macmillan Group, in connection with any World Bank financed project.

ALWAYS QUOTE INVOICE NUMBER ON CORRESPONDENCE