

Terms & Conditions for Boydell & Brewer Ltd for customers based in the UK and International Territories excluding North and South America.

1. DEFINITIONS

In these conditions of supply:

"Company": means Boydell & Brewer Limited;

"Customer": is a person contracting with the Company for the supply of the Goods by the Company as agent for a Publisher under a contract for the purchase of the Goods and contracting with the Carrier for the delivery of the Goods;

"Goods": means books, discs, selling aids and all other items which the Publisher offers for sale;

"Publication Date": is that date in respect of any of the Goods which is shown on the Company Invoice or despatch documentation or which the Publisher otherwise indicates as the first day they may be sold to the general public;

"Publisher": is the publisher of the Goods from whom the Customer is purchasing the Goods.

2. BASIS OF SUPPLY

- a. These Terms and Conditions shall prevail over all other Terms and Conditions (including any Terms and Conditions which the Purchaser purports to apply under any Purchase Order, Confirmation of Order, Specification or other Document).
- b. No variation to these Terms and Conditions shall be binding unless agreed in writing between the Authorised Representatives of the Customer and the Company.

3. AGENCY AND DELIVERY

The Customer acknowledges that the Company is acting as agent for the Publisher. Goods will at the Customer's request be delivered either to the delivery address or to the Customer's carrier's/ consolidator's address as these are shown on the Company Invoice and, if none is shown, to the person to whom the invoice is addressed / despatched. Alternatively, the Customer may arrange for the collection of the Goods directly from the Company. Any delivery dates are given as estimates only and in no circumstances shall the Company be liable for late delivery beyond such dates.

4. PUBLICATION DATES; COPYRIGHT; RE-SALE RESTRICTION

- a. Goods must not be sold to the general public before the Publication Date without the Publisher's prior agreement in writing. Goods may be subject to copyright protection as stated thereon.
- b. It is a condition of supply that all territorial restrictions are adhered to and that no Goods are exported outside the specific region where they are authorized for sale. The Customer undertakes not to sell to any third party which is exporting restricted Goods outside the region. The Customer agrees

to cooperate with the Company in reporting and investigating any violations of territorial restrictions. The Company may use global unit tracking technology to enforce this restriction.

5. RETURNS

Goods returned between 3 and 15 months from date of Invoice will be accepted. Goods returned outside of the above time period will not be accepted by the Company unless previously authorised by the Company in writing. All returns must be accompanied by both Invoice numbers and dates, Goods received without such documentation will not be accepted. Only authorised returns in saleable condition will be credited to the Customer. Unauthorised returns will not be credited to the Customer but may be sent back to the Customer or pulped, in each case at the Customer's expense.

6. PRICES

The Customer acknowledges that the Publisher and/or the Company may change prices without notice before or after Goods are invoiced. The delivery charge shall be the price stated on the invoice at any given time. VAT will not apply unless required by law. The Company reserves the right to levy small order surcharges and reduce discount entitlements.

7. PAYMENT

- a. Payment is due to the Company as agent for the Publisher and the Carrier and shall be made in accordance with the payment terms set out on the Company Invoice. Any extension of time to pay shall not be effective unless agreed to in writing by the Company. Amounts may not be withheld or delayed by the Customer for unauthorised returns or otherwise without the written agreement of the Company.
- b. The Company reserves the right to charge statutory interest and collection costs in accordance with the Late Payment of Commercial Debts legislation on all overdue payments enforceable in the United Kingdom and in European Member States. For those countries excluded from such legislation collection costs and interest at the rate of 8% per annum above the Bank of England base rate from time to time in force will be payable by the Customer from the date payment is due until the date payment is received.
- c. All costs incurred in recovering overdue debts including, without limitation, legal expenses will be payable by the Customer.
- d. The Company may terminate this Agreement and/or withhold further supplies in the event of amounts payable being overdue, breach of any of these Terms and Conditions of Supply or any other reason which at the discretion of the Company warrants such action.

8. PROPERTY AND RISK

- a. Title to any Goods supplied at any time to the Customer by the Company or the Publisher shall not pass to the Customer, notwithstanding delivery of any Goods on the Customer's behalf (or any documents representing the Goods), until payment in full for any and all such Goods supplied and all other amounts on any account whatsoever due from the Customer to the Company

or to the Publisher has been made in full by the Customer.

- b. Until the passing of property under clause 8a: above, the Customer shall be the bailee of the Goods for the Company and the Publisher and
 - i. shall keep the Goods in its possession and control, intact and in good condition
 - ii. pending the passing of property in the Goods under clause 8a: above, the Customer shall not dispose of, charge or incumber any of the Goods or purport to do so except that the Company licenses the Customer to dispose of the Goods on arm's length terms in the ordinary course of business.
- c. The Company or the Publisher shall be entitled at any time before the passing of property in the Goods under clause 8a: above to enter upon the Customer's premises or any other premises where the Goods are kept for the purpose of removing them.
- d. The illegality or unenforceability of any part of clause 8 shall not affect the validity and enforceability of the remainder of clause 8 and if any part of clause 8 is held not to be valid but would be valid if part of the wording were deleted or modified then that provision shall apply with such modification as may be necessary to make it enforceable.
- e. All Goods supplied by the Company are at the Customer's risk from the time they are duly delivered to the relevant delivery address or, if the Customer is responsible for collecting the Goods, from the time they leave the Company's premises. The Customer will be responsible for insuring the Goods while they are at its risk.

9. COMPANY'S LIABILITY

- a. Neither the Company, nor the Publisher makes or gives any warranty, representation or undertaking as to the quality of the Goods, their correspondence with description or fitness of purpose, that the Goods are not defamatory, injurious, obscene, unlawful or in breach of copyright or in any other manner whatsoever.
- b. Without prejudice to the foregoing provisions of this clause claims for any damage to or shortages in Goods delivered must be notified to the Carrier and the Company at the time of delivery (if the Goods are inspected by or on behalf of the Customer at the time of delivery) or, if the Goods are not so inspected, immediately upon inspection after delivery and in both cases confirmed to the Carrier and the Company in writing within 5 days of delivery. Written notice of all other claims must be given to the Company within 60 days of the invoice date and a copy of any claim must be sent to the Customer Services Department. On no account will claims be considered if notified outside these periods.

- c. Subject to the foregoing provisions of this clause neither the Company nor the Publisher shall in any circumstances be liable to the Customer or any successor or assignee of the Customer in respect of any loss of whatsoever nature occurring to the Customer arising from the supply of Goods or from non-delivery, delayed delivery, damage to or loss of the Goods owing to any act or omission by the Company or the Publisher (including negligence) or any other cause not within the Company's or the Publisher's control including (without limitation) fire, flood, accident, strike, riot, lock-out, trade dispute, industrial action, terrorism, nuclear accident, war, insurrection, act or restraint of Government.

10. TERMINATION

- a. This Agreement shall terminate forthwith if an order is made for the bankruptcy of or an effective resolution is passed for the winding-up of the Customer or if the Customer being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof, or makes a composition with creditors or if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Customer.
- b. The Company may terminate this Agreement on 1 month's written notice to the Customer at any time.
- c. If the Agreement between the Company and a Publisher is terminated for any reason or if a Resolution is passed for the winding-up of a Publisher or a Publisher is unable to pay its debts within the meaning aforesaid or makes a composition with creditors or a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of the whole or any part of the assets of a Publisher, the Company may terminate this Agreement forthwith or at any time thereafter in relation to the Goods supplied by that Publisher.
- d. The termination of this Agreement shall not affect any rights or obligations of the parties hereto arising prior to such termination.

11. OVERSEAS CUSTOMERS

Goods supplied to overseas Customers are supplied FOB provided that to the extent that the FOB conditions conflict with the terms of this Agreement, the terms of this Agreement shall prevail. Delivery to the Customer's UK shipping Agent shall constitute delivery to the Customer for the purposes of these terms. Unless otherwise agreed by the Company in writing the Customer shall be responsible for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas.

12. LAW

All contracts under these Terms shall be governed by and construed in accordance with the laws of England and all disputes shall be submitted to the non exclusive jurisdiction of the English Courts.