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OXFORD

UNIVERSITY PRESS

TERMS & CONDITIONS OF SALE

1. Definitions

- 1.1. In these conditions 'OUP' shall mean Oxford University Press of Great Clarendon Street, Oxford, OX2 6DP, United Kingdom or its duly appointed agent; 'customer' shall mean the person(s) or firm or company purchasing goods from OUP; 'goods' shall mean the books, products or other articles sold by OUP; 'overseas sales' shall mean sales other than to the United Kingdom and Ireland.

2. General

- 2.1. All orders for the sale of goods accepted by OUP are subject to these Terms & Conditions which may only be varied by an authorized official of OUP, in writing. Except as provided above, these Terms & Conditions override all conditions provided by the customer.
- 2.2. All goods are sold firm, unless otherwise agreed in writing, and are subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without OUP's prior consent, in any form of binding or cover other than that in which they are published and without a similar condition including this condition being imposed on the subsequent purchaser.
- 2.3. Each order made by the customer shall constitute a separate contract on the terms of the relevant invoice and these terms and conditions and accordingly there shall not be implied into the terms of the contract any continuing obligation to supply the customer after fulfilment of each order and no notice period shall be required to be given by OUP should OUP decide to cease trading with the customer.
- 2.4. Any reference in these Terms & Conditions to any provision of a statute shall be confirmed as a reference to that provision as amended, re-enacted or extended.

3. Publication Date

- 3.1. New books/titles supplied by OUP shall not be sold before the advised publication date.

4. Prices

- 4.1. Prices are subject to alteration by OUP at any time up to and including the date of invoice. VAT will be charged additionally at the rate current at the date of invoice on all sales where OUP must account for VAT.
- 4.2. All quotations or estimates given by OUP are subject to OUP's confirmation of its acceptance of an order and to availability of the goods. Unconfirmed quotations or estimates shall lapse 30 days after issue, unless otherwise agreed in writing by OUP.

5. Discount and Credit Terms

- 5.1. All goods are supplied subject to the discount, credit terms and credit limit separately agreed between OUP and the customer and in force at the date of the invoice. OUP reserves the right to exercise complete discretion in respect of credit facilities, which may be withdrawn without notice.
- 5.2. Any claim relating to the price of goods as stated on the invoice and in particular a claim that the invoice price does not match the quotation or other agreed terms must be notified by the customer to OUP within 30 days of receipt of the goods.

6. Quantities and Editions

- 6.1. OUP will make every effort to supply the exact quantities ordered but reserves the right where necessary to vary the quantities, for example in cases of special production or to conform to printers pack quantities, except in the case of overseas sales when letters of credit are used or when import licences are applicable in the country or territory of destination. OUP may deliver against any order hereunder up to 5% in excess or an unlimited percentage in deficiency of the amount specified for the delivery in question, provided that as regards such excess or deficiency OUP shall make a corresponding adjustment in the amount payable by the customer who shall accept and pay for the actual quantity supplied. Unless the

- customer has specifically requested otherwise, goods which OUP is unable to supply immediately will be despatched to the customer when available without further notice to the customer.
- 6.2. Where the customer does not specify which edition of a book or other product is required and there is more than one, OUP will normally supply the cheapest available. No variation by OUP in the manufacture or design of any goods will constitute a breach of contract or impose any liability upon OUP.
- 7. Physical Delivery**
- 7.1. UK and Ireland**
- 7.1.1. Goods will be delivered carriage paid to customers in UK and Ireland when the stipulated point of delivery is the customer's usual place of business. When OUP is supplying carriage paid the means of transport shall be completely at OUP's discretion. When the stipulated point of delivery is other than the customer's usual place of business, goods will be supplied ex-warehouse and the customer shall be responsible for paying for carriage.
- 7.2. Overseas Sales**
- 7.2.1. Goods will be delivered in accordance with the provisions of the applicable INCOTERMS (2010 edition) as specifically agreed with the customer.
- 7.3. Time for Delivery**
- 7.3.1. OUP will use its reasonable endeavours to meet any agreed delivery date but does not guarantee to do so and time of delivery shall not be of the essence of the contract, unless expressly so agreed in writing by OUP.
- 7.3.2. Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms & Conditions will apply.
- 8. Defective Goods**
- 8.1. The customer shall inspect the goods within seven days after their delivery and shall give written notification to OUP of any shortages or manufacturing faults revealed by that inspection.
- 8.2. OUP will replace such goods as it agrees to be faulty provided that such replacement can be made from current stock.
- 8.3. If replacement cannot be made from stock, OUP will record a backorder for supply on arrival of new stock or, if so requested, credit the invoice value of any faulty goods.
- 9. Claims for Loss and Damage in Transit in the UK and Ireland**
- 9.1. Where OUP has sold carriage paid, the customer shall notify OUP in writing (otherwise than by qualified signature on the carrier's consignment note or delivery document) in respect of any loss, damage or delay to the goods within the following time limits:
- 9.1.1. For loss from a package or for damage to a consignment or any part thereof: verbally within 72 hours of the date of delivery of the consignment or part consignment, followed by a valued claim in writing within 30 days after the termination of transit;
- 9.1.2. For loss, mis-delivery or non-delivery of the whole of a consignment or of any separate package forming part of a consignment: within 72 hours of the customer becoming aware of any non-delivery, followed by a valued claim in writing within 30 days after the commencement of transit.
- 9.2. In computing the above time limits Saturdays, Sundays and public holidays shall not be counted. In the event of a late claim causing prejudice to OUP, OUP shall be relieved of all and any liability in respect of such a claim.
- 10. Claims for Loss and Damage in Transit—Overseas Sales**
- 10.1. When the risk of loss or damage to the goods remains with OUP under the terms of sale, the customer shall immediately notify OUP and the carrier in writing in the event of any loss of or damage to or non-delivery of any separate part of the consignment of which the customer takes receipt. The customer shall notify OUP and the carrier in writing immediately he becomes aware of any non-delivery of the whole of a consignment. The customer shall indemnify OUP against any prejudice suffered by OUP as a result of late notification.
- 10.2. When the risk of loss or damage to the goods has passed to the customer under the terms of sale, the customer is advised that failure to give prompt notice to a carrier may prejudice the customer's claim against such carrier.
- 11. Returns**
- 11.1. Returns can only be made if they are authorized in accordance with the current OUP Returns Policy, copies of which are available upon request.
- 11.2. Undelivered goods or unauthorized returns shall be liable for handling and storage charges if received at OUP.
- 12. Risk and Title**
- 12.1. Legal and beneficial ownership in the goods shall not pass to the customer until payment in full is received by OUP (in cash or cleared funds) in respect of the following:
- 12.1.1. all sums due to OUP in respect of the goods and

- 12.1.2. all other sums outstanding from the customer to OUP on any account.
- 12.2. If payments received from the customer are not stated to refer to a particular invoice OUP may appropriate such payments to any outstanding invoice.
- 12.3. Until ownership of the goods has passed to the customer, the customer shall:
 - 12.3.1. hold the goods on a fiduciary basis as OUP's bailee;
 - 12.3.2. store the goods (at no cost to OUP) separately from any goods belonging to the customer or any third party in such a way that the goods are clearly marked and identifiable as being OUP's property, and
 - 12.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods.
- 12.4. OUP shall be entitled to enter the customer's premises (or the customer's agent's premises where that agent is storing goods on the customer's behalf) either:
 - 12.4.1. upon reasonable notice to inspect the goods or to verify the customer's compliance with this sub-clause; or
 - 12.4.2. to re-possess any goods owned by OUP so as to discharge any sums owed to OUP or enforce the provisions of Clause 16.
- 12.5. The customer may resell the goods before ownership has passed to it solely on the following conditions:
 - 12.5.1. any sale shall be effected in the ordinary course of the customer's business; and
 - 12.5.2. any such sale shall be a sale of OUP's property on the customer's own behalf and the customer shall deal as principal when making such a sale.
- 12.6. If:
 - 12.6.1. the customer fails to make any payment to OUP when due, or
 - 12.6.2. the customer charges or encumbers the goods, or
 - 12.6.3. the customer proposes to compound with its creditors or has a bankruptcy petition presented against it, or
 - 12.6.4. the customer enters into voluntary or compulsory liquidation or an encumbrancer takes possession or a receiver, an administrator or administrative receiver is appointed over any or all of its assets or the customer takes or suffers similar action, or
 - 12.6.5. any event occurs which under the law of any relevant jurisdiction has an analogous effect to any of the events set out above, or
 - 12.6.6. OUP has reasonable cause to believe that any of these events is likely to occur, then the customer's right to possession of the goods will terminate immediately and OUP shall have the right, without prejudice to any other remedies:
 - 12.6.7. to enter, without notice, any premises of the customer where goods owned by OUP may be and to repossess and dispose of any goods owned by OUP so as to discharge any sums owed to OUP by the customer for goods and in respect of any other matters, and/or
 - 12.6.8. to require the customer not to resell or part with possession of any goods owned by OUP until the customer has paid in full all sums due to OUP for the goods, and in respect of any other matters, and/or
 - 12.6.9. to withhold delivery of any undelivered goods and stop any goods in transit.
- 12.7. Where OUP is unable to determine whether any goods are the goods in respect of which the customer's right to possession has terminated, the customer shall be deemed to have sold all goods of the kind sold by OUP to the customer in the order in which they were invoiced to the customer.

13. Insurance

- 13.1. Until ownership of the goods has passed to the customer, the customer must maintain the goods in satisfactory condition and keep them insured on OUP's behalf for their full price against all risks to the reasonable satisfaction of OUP. On request the customer shall produce the policy of insurance to OUP and shall hold the proceeds of the insurance referred to on trust for OUP and not mix them with any other money nor pay the proceeds into an overdrawn bank account.

14. Payment and Interest

- 14.1. Payment shall be net cash according to the terms separately agreed between OUP and the customer in accordance with Clause 5 or shall be made before delivery if so required by OUP. In the case of overseas sales and sales to Ireland, payment shall be made in the currency stipulated on the invoice.
- 14.2. Payment by debit or credit card is subject to OUP's prior approval and a handling fee, further details of which are available on request.
- 14.3. Non-payment of accounts on or before the due date or the exceeding by the customer of any credit limit shall entitle OUP to stop all deliveries and to terminate any contract or commitment in respect of undelivered goods. Evidence of the amount due to OUP shall be as per the relevant paper or on screen statement of account or alternatively suitable certificate under signature of the OUP credit or finance manager to the customer's last known address. Should OUP not receive full payment by the due date the customer shall, without any need for OUP to give notice, become liable to pay interest on the overdue amount at a rate of 4% per cent per annum above the base rate of Barclays Bank plc from the due date for payment until payment is received (before as well as after judgment). Any partial payments will be first credited against interest due. No claim by the customer (whether by way of set off, counterclaim or otherwise) against OUP shall entitle the customer to withhold payment of the whole or any part of

- invoices due for settlement. Costs incurred by OUP in recovery of any debt shall be payable by the customer, including agents' commission, solicitors' fees and charges incurred under the jurisdiction of a court of OUP's choice.
- 14.4. OUP reserves the right to invoice goods which are not immediately supplied but are reserved for consolidation in order to secure economic freight costs.
- 15. Cancellation of Orders**
- 15.1. Once despatched, goods must be accepted and paid for by the customer and notice of cancellation will not be accepted.
- 16. Libel**
- 16.1. OUP reserves the right to withdraw from customers any goods which are the subject of a libel action, or for any other reason at OUP's complete discretion, and to forbid the re-sale of any goods which OUP's customer has purchased. OUP undertakes to bear the expense of the return of such items and also to credit the purchase price. OUP completely disclaims responsibility for the continuing sale of goods which OUP has asked to be withdrawn, and any such responsibility will pass to the customer acting in defiance of OUP's instructions. In the case of overseas customers, OUP disclaims responsibility for the export, in accordance with any overseas customer's orders, of any goods which infringe any legislation covering the type of material which an overseas customer is allowed to import into his own country.
- 16.2. The customer shall co-operate fully in any withdrawal (at the expense of OUP) by OUP of any goods pursuant to this clause 16 and shall give all reasonable assistance requested by OUP in recovering the goods and preventing their sale to third parties.
- 17. Ethical conduct**
- 17.1. The customer undertakes to OUP that in relation to any business conducted in relation to OUP products:
- 17.1.1. it will not offer, give or receive bribes or inducements for any purpose whether directly or through a third party;
- 17.1.2. it will always behave ethically when competing for customers' business and when placing business with suppliers; and
- 17.1.3. it will not offer financial inducements to public officials.
- 18. Amendments**
- 18.1. OUP reserves the right to alter or amend these Terms & Conditions of Sale generally, or for any particular class of goods or customer. Customers should refer to the latest Terms & Conditions of Sale, which are available upon request or from OUP's website www.oup.com.
- 18.2. OUP should be notified in writing of any change to the customer's ownership or status.
- 19. No Waiver**
- 19.1. Failure by OUP to enforce any of the provisions hereof shall not be construed as a waiver of its rights nor prejudice OUP's right to take subsequent action.
- 20. Force Majeure and Liabilities**
- 20.1. No liability shall attach to OUP for loss or damage or delivery delays or failure to manufacture or supply goods arising from factors outside its reasonable control including but not limited to acts of God, acts or omissions of civil or military authority, war, fire, flood, nature, disasters, labour disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority.
- 20.2. The express terms of these Terms & Conditions together with any other terms expressly agreed subject to Clause 2 above, set out the customer's remedies in the event that the goods prove defective, are not delivered on time or OUP is otherwise in breach of contract.
- 20.3. In any event, OUP's liability under or in connection with the supply of the goods, whether in contract, tort, breach of statutory duty or otherwise shall not, except where expressly provided for in these Terms or where such liability cannot be excluded or limited by law, exceed the price paid by the customer for the goods.
- 20.4. These Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, and in any event, OUP shall have no liability arising out of or in connection with the supply of the goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.
- 21. Export and Import Licences**
- 21.1. Unless otherwise agreed in writing, it shall be OUP's responsibility to obtain any export licence and the customer's responsibility to obtain any import licence required in respect of goods supplied.

22. Use and Disclosure of the Customer's Information

- 22.1. OUP and the customer undertake to each other that they will comply with the Data Protection Act 1998 insofar as it relates to this Agreement.
- 22.2. The customer agrees that OUP may disclose its information to licenced credit reference agencies in order to carry out credit checks for the purposes of this Agreement and note that any enquiry by OUP will be logged by such licenced credit reference agencies.
- 22.3. OUP may disclose information about the customer or the conduct of the customer's account (including the customer's payment record) to any licenced credit agencies including, but not limited to Equifax plc and Experian Ltd or any other publisher or supplier organisation which requests credit information.
- 22.4. The customer understands that OUP may transmit the data it holds to any company or other person that is a subsidiary of OUP or in which OUP has a direct or controlling interest outside the European Economic Area and the customer agrees to such processing

23. Construction

- 23.1. The legal construction of these paragraphs shall not be affected by their headings which are for convenience only.

24. Assignment

- 24.1. The customer may not assign or transfer or sub-contract to any third party its rights or obligations under these Terms without the prior written consent of OUP.
- 24.2. OUP may perform any of its obligations or exercise any of its rights under these Terms by itself or through any company or other person which is a subsidiary of OUP or in which OUP has directly or indirectly a controlling interest.

25. Severability

- 25.1. If any provision of these Terms is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not in any way be affected.

26. Notices

- 26.1. Any notice or other communication required or permitted to be given under these Terms shall be properly given by either OUP or the customer if it is sent in legible form by facsimile transmission, first class recorded delivery or registered post or by personal delivery to OUP at Great Clarendon Street, Oxford, OX2 6DP, United Kingdom or the customer at the customer's last known address or if it is sent by email to the last known email address of OUP or the customer and such email is acknowledged by the recipient.
- 26.2. Any notice served shall be deemed to have been received:
 - 26.2.1. in the case of email, at the time the email is acknowledged by the recipient;
 - 26.2.2. in the case of a facsimile transmission, one hour after the time of despatch, evidenced by the relevant completed transmission report;
 - 26.2.3. in the case of any notice sent by post, 96 hours from midnight on the date of posting, evidenced by the relevant proof of posting;
 - 26.2.4. in the case of personal delivery, one hour after the time of delivery to the addressee's address, evidenced by signature for and on behalf of the addressee; except where the day of receipt of such a notice is not a day on which the recipient is normally open for business or is a day on which the recipient is normally open for business but occurs after 6.00 p.m. (local time) on that day, in which case notice shall be deemed to be received at 9.00 a.m. (local time) on the next day on which the recipient is normally open for business.

27. Third Party Rights

- 27.1. A person who is not a party to these conditions has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its provisions.

28. Law

- 28.1. These Terms & Conditions and any other terms of the sales contract shall be governed and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in conjunction with the sale of goods by OUP to the customer, except that OUP shall be entitled to enforce these Terms and the sales contract in the courts of any other jurisdiction in the world.