

TERMS AND CONDITIONS OF TRADE

1. General

(a) All orders for the sale of goods to the trade by Scottish Book Source Limited (BookSource), on behalf of its client publishers, are subject to these terms and conditions which may only be varied by agreement with an authorised representative of BookSource or the relevant client publisher in writing. Except as provided above, these Terms and Conditions override all conditions stipulated by the customer and apply to all orders made by customers, including any on the customer's own order form.

(b) Goods shall be supplied within a reasonable time of receipt of Order. Orders may not be cancelled by the customer, but BookSource reserves the right to refuse to supply a customer with all or any Goods. All Orders are accepted subject to the availability of Goods. BookSource shall have the right to make deliveries of Orders in part where delivery in full cannot, as a result of unavailability of Goods, be made.

2. Prices

All books are supplied at Net retail prices and should be sold as such unless otherwise agreed with the publisher in advance of placing the order. Prices are subject to alteration without notice.

3. Carriage

(a) Goods will be delivered to the customer's premises in the UK and Eire by any carrier chosen by BookSource. Goods will be delivered to overseas customers by any carrier chosen by BookSource unless specified by the customer. For overseas orders, carriage will be at the customer's expense.

(b) Non-overseas orders may be subject to a carriage surcharge according to the conditions imposed by the client publisher at the time of invoice.

4. Risk and Title

(a) Where sales are to customers in the UK and Eire, the risk of loss or damage to the goods shall pass to the customer when the carrier delivers the goods to the customer's delivery address.

(b) In the case of overseas sales, the risk shall pass to the customer when the goods are delivered to the customer's specified shipper or, in the case of goods sent by a carrier selected by BookSource, when the goods are delivered to the customer's place of business or agreed delivery address.

(c) Title in the goods shall not pass to the customer until all sums due by the customer to BookSource and/or the relevant client publisher have been paid in full.

(d) Where title to Goods has not passed to the customer:-

(i) BookSource shall be entitled (a) to call upon the customer to return them at any time. In the event of the customer failing to comply with a call for the return of Goods, BookSource (or its agents) shall be entitled to enter the premises of the customer to uplift Goods the title to which has not passed to the customer, and the customer shall permit (or shall procure the permission by third parties of) such entry and (b) to require the customer not to resell or part with possession of such Goods

(ii) Such Goods may be resold by the customer as the non-remunerated agent of BookSource provided that, in such case, the customer shall hold the proceeds of sale for the benefit of BookSource and shall be liable to account to BookSource therefor.

(iii) Goods shall be stored at the premises of the customer so as to be both recognisable as the property of BookSource and identifiable by reference to a particular invoice of BookSource.

5. Shortages and Damages

(a) The customer shall inspect the goods within 14 days of delivery and unless written notification is given to BookSource within such timescale of any faults or shortages revealed, neither BookSource nor any client publisher shall have any liability for such faults or shortages and payment will be due in full.

(b) Subject to the customer complying with (a) above, BookSource will replace from stock such goods as are agreed to be faulty and will forward any books found to be missing from the delivery if possible from current stock.

(c) If replacement cannot be made from stock, BookSource will issue a credit note for the invoiced value of such stock. This clause 5 sets out the entire liability of BookSource and/or any client publisher in respect of faulty or missing goods.

6. Payment and Credit Terms

(a) Goods are supplied subject to the credit terms and credit limit separately agreed between the customer and the BookSource client publisher, as in force at the date of invoice. BookSource reserves the right to exercise complete discretion in respect of credit facilities which may be withdrawn without notice.

(b) Payment shall be in cash according to the terms agreed with the BookSource client publisher in the currency agreed and stipulated on the invoice. Non-payment of accounts at the due date or the exceeding of the credit limit shall entitle BookSource to stop all deliveries and to terminate any contract or commitment in respect of undelivered goods.

(c) Costs incurred by BookSource or any client publisher in the recovery of debt shall be payable by the customer.

(d) Customers may pay by credit card -Visa or MasterCard.

(e) New customers should pay on a pro-forma cash basis until credit references have been established.

7. Proformas

All proformas are subject to the order being accepted and to the availability of the goods. Proformas shall lapse 30 days after issue for the UK and Eire and after 60 days for overseas customers unless otherwise agreed in writing.

8. Returns

Returns can only be made if they are in accordance with the BookSource returns policy. The following conditions apply:

(a) All books must be in mint condition and suitable for re-sale

(b) All returns requests must be authorised in advance in writing by the relevant client publisher or a representative

(c) No out-of-print titles may be returned unless permission is obtained from the publisher

(d) Books may not be returned within three months or after twelve months from receipt by the customer

(e) All returns are subject to a handling charge of £3 per item to be deducted from the credit note raised, unless by special arrangement

(f) Single copy returns will not normally be accepted unless by special arrangement

(g) Returns must be sent to BookSource within one month of written authorisation being received from the publisher otherwise they may not be accepted

(h) Returns should not be sent to the publisher's office, nor to BookSource's office. All returns must have a BookSource Authorised Returns label attached.

9. Warranty

No warranty as to the fitness of Goods for a particular purpose is given by BookSource unless intimation in writing that the Goods are to be bought for a particular purpose has been given by the customer to BookSource and BookSource has accepted this intimation in writing. All other warranties which may lawfully be excluded are hereby excluded. This warranty shall be the full extent of BookSource's liability hereunder and BookSource accordingly disclaims all other liability for loss or damage howsoever caused arising out of the purchase, possession, use or resale by the customer of the Goods provided that nothing herein contained shall exclude the liability of BookSource for death or personal injury resulting directly from the fault or negligence of BookSource or its employees or agents.

10. Force Majeure

BookSource shall not be under any liability to the customer for any loss suffered by the customer arising out of the failure of BookSource to fulfil its obligations hereunder where such failure is due to events outwith the control of BookSource (which events shall include, but shall not be limited to, acts of God, war, civil unrest, strike, lock-out or other industrial action and transport failure).

11. Libel

BookSource reserves the right to withdraw from customers any book which is the subject of a libel action or for any similar reason. BookSource disclaims all responsibility for the continuing sale of any publication which the Publisher has asked to have withdrawn.

12. No Waiver

If BookSource does not insist upon the strict observation of these terms and conditions on any specific occasion, this should not be deemed to be a waiver of the terms and conditions.

13. Law

These Terms and Conditions shall be governed in accordance with the Laws of Scotland and the customer agrees to any dispute being subject to the non-exclusive jurisdiction of the Courts in Scotland.