

TERMS OF TRADE

1. PAYMENT

Payment of all monies due to HBE shall be paid by the Customer as provided without any set-off or deduction. Payment can be made either by cheque, direct debit or credit card, Mastercard or Visa are accepted.

2. PAYMENT TERMS

Goods are supplied on 30 day terms of payment from invoice date. Interest will be charged on overdue accounts as per the Penalty Interest Rate Act 1983 (Vic) plus 2%.

3. PROPERTY

The Customer agrees that the title, property, ownership and interest in goods supplied by HBE shall not pass to the buyer unless and until payment is received in full of the purchase price of the goods including any amount charged for freight or interest charged.

4. FREIGHT

Minimum freight costs of AUD\$9.50 will apply to goods delivered within Australia. For New Zealand customers, a minimum freight cost of NZ\$15.00 will apply. Freight costs will be clearly stated on the invoice. All freight costs are the sole responsibility of the Customer.

5. RETURNS

- 5.1 An application to return SOR goods must be made by the customer in writing and will only be accepted by the Company six (6) months from the date stated on the invoice to which the SOR goods relate.
- 5.2 Returns requests must be made on an official returns form or Customer letterhead and must include the reason for the return, relevant invoice number/s, book/s title and corresponding HBE code or ISBN of the goods requesting to be returned.
- 5.4 HBE reserves the right to limit the amount of SOR goods that it will approve for return.
- 5.5 The Customer accepts full responsibility for the cost of returning the SOR goods to HBE including all freight costs unless otherwise stated by the Company.
- 5.6 Returned goods that fail to reach HBE remain the sender's responsibility and the Company is entitled to payment in full for the cost of said goods.
- 5.7 It is the Customers full responsibility to ensure that SOR goods are packaged and padded to minimise the risk of any damage to items whatsoever.
- 5.8 SOR books returned to HBE will only be eligible and accepted for return if approved by the Company for return and the books are undamaged, in saleable condition, have no evidence of in-store pricing stickers and are returned within 14 days of the returns approval being granted by HBE.
- 5.9 Goods returned to the Company not in accordance with clause 5.8 will be returned to the Customer at the expense of the Customer.

6. CLAIMS

- 6.1 At all times, HBE will endeavour to supply customers with goods that are new and undamaged. In the unlikely event the Customer receives goods that are in any way damaged, the damaged goods must be returned to the Company within seven (7) working days of invoice date, otherwise the claim may not be accepted.
- 6.2 Claims for short supply of invoiced goods must be reported to HBE within seven (7) working days of invoice date, otherwise the claim may not be accepted.
- 6.3 Claims will only be accepted in writing on an official claim form or Customer letterhead and must include at least the reason for the claim, relevant invoice number/s, book title/s and corresponding HBE code or ISBN of the Goods being claimed.

TERMS OF TRADE

7. ORDERS

- 7.1 The Customer agrees that at the time an order is placed this is an indication to HBE that it is solvent and is able to pay all of its debts as and when they fall due.

8. FULFILMENT OF ORDERS

- 8.1 All orders for Goods accepted by HBE are subject to availability and where a request for specific goods cannot be fulfilled; they will be placed on Backorder and sent to the Customer when they become available. The cost of freight to supply Backordered items to the Customer will be the responsibility of HBE.
- 8.2 HBE accepts no responsibility for any loss or damage that may result from the failure to supply the amount of goods ordered by the Customer.
- 8.3 HBE reserves the right to refuse a Customers' order request in the event payment is outstanding for previous goods supplied by the Company. The order request will not be processed until payment is received in full of the purchase price of the goods including any freight or interest charged to the Customer.

9. DELIVERY DATES

The Company will attempt to abide by the Customers requested delivery dates but accepts no responsibility and liability for delays or failure to meet such dates.

10. PRICE

HBE reserves the right to change the price of goods without prior notice. Invoices issued by the Company disclose a recommended retail price.

11. DISCOUNTS

At the time a new Customer Account is set up, a distributor percentage discount may be offered. HBE reserves the right to review a Customers' discount level from time to time.

12. RETENTION OF TITLE

- 12.1 Customer agrees that the title, property, ownership and interest in goods received from HBE shall not pass to the Customer unless and until payment is received in full of the purchase price of the goods including any freight or interest charges.
- 12.2 The Customer will hold the goods as fiduciary and bailee for the Company until ownership of the goods passes to the Customer.
- 12.3 If any payment is not made by the Customer on the due date, the Customer must deliver the goods at the expense of the Customer to HBE on demand. If the Customer does not comply with such a demand, the Company, its employees or agents are entitled to do all things necessary in order to take possession of the goods.
- 12.4 In the event of the sale of the Customer's business or a change in its ownership, all goods held by the Customer remains the property of HBE and can not be transferred to the new owner unless authorised by HBE in writing.

13. COLLECTION COSTS

The Customer agrees to pay in full any costs incurred by HBE to collect costs of disbursements incurred in recovering any outstanding amounts, including debt collection, agency or solicitor fees as appointed by the Company.

14. CREDIT LIMIT

HBE reserves the right to institute, amend or withdraw at any time a credit limit for the Customer at the Company's own discretion. The Customer agrees to pay on demand all monies owing in connection with this credit facility in the event the credit facility is withdrawn.

TERMS OF TRADE

15. PRIVACY

- 15.1 The Customer agrees that HBE may make any inquiries necessary to investigate the Customer's creditworthiness with the Trade References provided. The Customer authorises the Trade References to disclose any information in their possession to HBE concerning its creditworthiness.
- 15.2 The Customer agrees that HBE may disclose any information in its possession concerning the Customer's creditworthiness to another party when HBE is nominated as a Trade Reference for the Customer.

16. ACCEPTANCES

- 16.1 HBE reserves the right to accept or decline this application at its absolute discretion.
- 16.2 All orders are accepted and supplied by HBE on the basis that the Customer agrees to and abides by the *Terms of Trade* as outlined in this document.

17. COPYRIGHT

Goods supplied under these *Terms of Trade* are subject to copyright protection under the laws of Australia.

18. REVIEW OF TERMS

HBE reserves the right to review or change the *Terms of Trade* at its discretion.

19. DEFINITIONS

"HBE" means Hawker Brownlow Education

"GOODS" means any books or resources ordered from the Company by the Customer pursuant to these *Terms of Trade*

"SALE OR RETURN CONDITIONS" means the conditions of sale, which allows the Customer to apply to the Company to return the Goods, if not sold, subject to restrictions stated in clause 5.