
ENQUIRIES

Pearson Customer Operations

Edinburgh Gate
Harlow
Essex
CM20 2JE

Pearson Education

All telephone enquiries:
+44 (0)870 607 3777

Fax - UK Customers:
+44 (0)870 850 5255

Fax - International customers:
+44 (0)870 850 0155

Penguin Group

All telephone enquiries:
+44 (0)870 607 7600

Fax - UK customers:
+44 (0)870 850 1115

Fax - International customers:
+44 (0)870 850 7711

Pearson Distribution
Central Park
Rugby
CV23 0WB

1. In these terms and conditions:
"We" or "us" means Penguin Books Limited, Dorling Kindersley Limited or Pearson Education Limited, as the case may be; "You" means the purchaser of Goods; and "Goods" means any goods sold by us.
2. We have not accepted your order until we confirm so in writing (either by invoice sent with Goods or otherwise).
3. We may accept your order in whole or in part. We reserve the right to withhold future deliveries in whole or in part. Any delivery dates given are estimates only and we are not liable in any circumstances for any loss whatsoever suffered or caused through late delivery or non-delivery.
4. The price of Goods is as shown on the invoice, unless we have made a pricing or invoicing error. Prices are subject to change without prior notification before Goods are invoiced. You must raise any query you have regarding your invoice within 30 days of the date of the invoice or you will be deemed to have accepted it. The price is exclusive of any applicable value added or other tax which you shall be additionally liable to pay to us.
5. Goods will be sent to the delivery address shown on your invoice or to your designated shipper or agent or, if none is shown, to the person to whom the invoice is addressed/ despatched. We will pay for delivery of Goods within the United Kingdom and the Republic of Ireland. For Goods to be delivered outside these areas we shall only pay for delivery to your UK shipper or agent unless we have agreed otherwise in writing. We can choose how we deliver the Goods unless we have agreed with you how the Goods will be delivered. We are not obliged to load or unload Goods on delivery. The price of the Goods does not include the cost of packaging, shipping and insurance. These costs will be shown separately in the relevant invoice and will be charged to you unless we have previously agreed otherwise. You shall be responsible for any taxes and duties payable in respect of overseas sales. We may charge any extra costs incurred by us in meeting your order requirements including orders below a minimum size and deliveries to an address other than your usual business address. We may also charge a handling fee for credit card orders over £5000.
6. (a) You undertake that you will not, without our prior written consent, export or re-export any Goods (i) in the case of Goods shipped within the European Economic Area (EEA), outside those countries which are part of the EEA, or (ii) in the case of Goods shipped to a country outside the EEA, outside the country to which originally delivered.
(b) If you do not comply with the condition set out in 6(a), we are entitled to refuse to deliver to you in future. We may also invoice you for any additional amount that we would have charged customers in the country to which you have allowed the Goods to be exported/re-exported without our permission.
7. If you do not have an agreed credit account with us, your order will only be accepted against prepayment in full. If you have an agreed credit limit and you are within this limit, payments for Goods supplied must be received by us in cleared funds on or before the last business day of the month following the month of invoice unless we agree otherwise in writing (the "due date"). Payment may not be withheld or delayed by you for any reason, including for unauthorised returns, without our prior written agreement. You agree that we may charge interest on any invoiced amounts which are unpaid at the due date at a rate of 4% above the variable base rate of HSBC Bank Plc. Your credit account (if any) will become payable immediately on the appointment of a liquidator, receiver, administrator or administrative receiver in respect of your assets, if you propose to make a composition with creditors or cease to carry on business or if we reasonably believe that such an event is about to occur.
- 8 a(i) In respect of Pearson Education Limited returns will only be accepted from UK and Europe trade customers after 3 months but within 15

months of the invoice date. Returns from other customers will not be accepted unless previously authorised in writing.

- a(ii) In respect of Penguin Books Limited and Dorling Kindersley Limited we will not accept returns of Goods unless we have previously authorised them in writing. If we do agree to accept return of any Goods you must pay for shipping/postage and insurance of the returned Goods.
- b. With the exception of defective Goods, Pearson Education, Penguin Books and Dorling Kindersley will not accept items for credit unless they are in resaleable condition. Credit will not be given for any goods received that are price stickered, security tagged, damaged or defaced in any way.
- c. If any Goods are defective we will either give you credit for them or, at our option, replace them. We will only consider any claim for credit or replacement stock if such a claim is received in writing at our customer operations centre in Harlow no more than 14 days after the day you received the Goods.
- d. ISBNs and full details of the books requested to be returned must be provided and the relevant invoice numbers must be quoted. All parcels returned by you should be clearly marked as returned Goods and should be enclosed with full details of the reason for the return. Only complete books may be returned and not title pages unless otherwise authorised in advance by us in writing. We reserve the right to refuse to credit any Goods you return where no evidence of purchase is provided.
- e. Old editions or out of print editions may be returned within 3 months of the publication of a new edition or the title going out of print, provided such returns are made within 15 months of original supply.
- f. Unauthorised returns will, at our discretion, be sent back to you at your risk and expense.
- g. All returns should be delivered by a carrier who can provide proof of delivery. We are not liable for any returns lost in transit. Returns remain your responsibility and property until receipt in our warehouse. You are liable for any shortages or damages during transit. All returns are made at your expense and accordingly we will not accept any charges levied by shipping/transport agents.
- h. If we notify you that we wish to recall Goods for any reason, you will comply with our request immediately. If this happens you will be entitled to return all unsold stock of that publication for credit (including the expenses of shipping) and we will have no further liability to you.
9. You must not, and where applicable must ensure that your customers do not, alter the Goods, including their bindings or covers, without our prior written consent.
10. Goods which are new titles may be sold only on or after the advised publication date (for sale from date) as indicated on the invoice. We may limit supply to you in future if you do not adhere to such advised publication dates.
11. You are responsible for insuring against the risk of damage to or loss of the Goods from the time of delivery. Where Goods are delivered at our premises, this will be when we notify you that the Goods are available for collection or if you fail to take delivery of the Goods, the time when we tried to deliver the Goods to you. Ownership of the Goods shall not pass to you unless and until we have received payment in full (in cash or cleared funds) of the price of the Goods. Furthermore, ownership shall not pass to you until we have also received payment for the full price of any other Goods we have delivered to you. You irrevocably agree to allow us to enter any premises where Goods are stored or where we reasonably think Goods are stored and repossess them. Where you sell any of the Goods

prior to owning them, all money received from such sale shall be held by you as trustee for us until you have paid us all sums that you owe us.

12. Subject as expressly provided in these terms and conditions and except where the Goods are sold to a private individual dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
13. Except in respect of death or personal injury caused by our negligence but to the extent permitted by law, we shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under these terms and conditions, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims of consequential compensation whatsoever which arise out of or in connection with the supply of the Goods or their use or resale by you, except as expressly provided in these terms and conditions.
14. Save as and to the extent provided by these terms and conditions, we shall not in any circumstances be liable to you in respect of any loss of whatever nature occurring to you arising from the supply of Goods or from non delivery, delayed delivery, damage to or loss of the Goods owing to any cause not within our control including (without limitation) fire, flood, accident, strike, plant breakdown, shortage of supplies, riot, lock-out, trade dispute, industrial action, terrorism, nuclear accident, war, insurrection, or act of restraint of government.
15. You shall notify us immediately in writing of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights in the Goods of which you become aware.
16. Our employees or agents are not authorised to make any representation concerning Goods. By accepting delivery of the Goods covered by the invoice you acknowledge that you do not rely on, and waive any claim for breach of, any such representations although fraudulent misrepresentations are outside the scope of this clause.
17. No variation to these terms and conditions shall be binding unless agreed in writing between authorised representatives of you and us. No waiver or forbearance granted in respect of any right of ours shall prejudice the exercise of any other right.
18. Any clause or part of any clause which shall be held by any court not to be legally enforceable shall be struck out but shall not prejudice the enforceability of the remainder of the clause and these terms and conditions.
19. Any agreement for the supply and sale of Goods on these terms and conditions shall terminate immediately if any order is made for your bankruptcy, or an effective resolution is passed for your winding-up, or if you are a company which is unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof, or you make 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 your assets, or anything similar occurs under the law of any jurisdiction. If any agreement between a publisher and us expires or is terminated for any reason, we may terminate any agreement for the supply and sale of Goods on these terms and conditions immediately or at any time afterwards in relation to the Goods supplied by that publisher. The termination of any agreement for the supply and sale of Goods on these terms and conditions shall not affect any rights or obligations of the parties arising before such termination.
20. Any agreement for the supply and sale of Goods on these terms and conditions shall be governed by the law of England and you submit to the non-exclusive jurisdiction of the English courts.