

CONDITIONS OF BUSINESS - GARDNERS BOOKS TERMS AND CONDITIONS

1. GENERAL

Gardners Books Limited is prepared to supply the Customer with books, DVDs, CDs, eBooks and other goods on the basis only of its terms and conditions as set out below.

2. PRICES AND TRADING DISCOUNTS

- 2.1 The standard prices for all the goods that we sell are as stated on the current Gardners Books websites and catalogues which will be revised from time to time. We reserve the right to change the prices from time to time and these will be stated on the websites and in our daily data files.
- 2.2 Standard discount book lines for credit account holders will be supplied at agreed discounts.
- 2.3 With the exception of SOS - Special Order Service (namely titles that are not held by Gardners in stock) short discount stock titles such as medical, legal, textbooks etc. and special promotional discounts, pre-publication offers etc, will be invoiced at their individual discounts as stated on the Gardners Book website. The price for SOS titles will be as invoiced to the Customer at the point of despatch.
- 2.4 DVD prices are as shown on our website and in our daily data files, as dealer or promotional prices. DVDs will be supplied to credit account holders at agreed discounts off the prices stated on our website and data files.

3. DATA SERVICES

If the Customer wishes to use the Gardners Books product database as part of its internal website / system it may only do so by entering into a licence agreement with us. The licence can be requested from Gardners Books and once received should then be completed and returned to us.

4. ORDERS AND DELIVERY OF B2B - BUSINESS TO BUSINESS ORDERS

- 4.1 Gardners Books will accept telephone orders Monday to Saturday, between 9.00am and 6.00pm. Answerphones are in operation outside these hours. Customers using Gardlink, fax or electronic ordering can order 24 hours a day, seven days a week or visit our website on www.gardners.com.
- 4.2 Gardners Books offer a next working day delivery service to most UK addresses for orders placed Monday to Saturday. For full details of our order deadlines for your area please visit our website at www.gardners.com. If the Customer does not require a next working day delivery or are unable to accept a next day delivery, the order will be despatched by Gardners as soon as practicable or held for despatch to the customer's reasonable requirements
- 4.3 Carriage on all deliveries within the UK will be paid by Gardners Books on all Monday to Thursday orders over £100.00 retail for book accounts and over £100.00 at dealer price for DVD accounts. Carriage will be paid by Gardners Books on Friday orders over £150.00 retail for book accounts and £150.00 at dealer price on DVD accounts for Saturday am delivery. Friday orders below £100.00 retail for books and £100.00 at dealer price for DVDs will be despatched for Monday delivery.
- 4.4 Order values are calculated at invoice values on despatch
- 4.5 Backorders are supplied at the price on despatch, not at the price when ordered.
- 4.6 Saturday orders will be despatched for Monday delivery, excluding Public holidays.
- 4.7 A small low value surcharge will be levied on all orders below the minimum values as stated above, unless otherwise agreed with the Customer.
- 4.8 It is the customers responsibility to observe Embargo and industry 'on sale' dates.
- 4.9 International customers should contact our dedicated International Sales team for full details of terms of delivery.

5. ORDERS AND DELIVERY OF B2C - BUSINESS TO CUSTOMER FULFILMENT ORDERS

- 5.1 Any such orders processed must be made through Gardners approved electronic methods.
- 5.2 The Fulfilment Services provided are as described in the Gardners Books Fulfilment Price List which is available on request from Gardners Books.
- 5.3 If Fulfilment orders for physical products are received by Gardners Books before 15.00 Monday to Friday, Gardners Books will use its reasonable endeavours to despatch the order on the same day, unless exceptional circumstances or peak volumes make this unachievable. Orders received after 15.00 Monday to Friday and during Saturday and Sunday, will be despatched on the next available collection.
- 5.4 Titles ordered under our Special Order Service (S.O.S.) and specific titles within our stock range which are supplied on a firm sale basis will not be credited if returned to Gardners Books. Although Gardners Books will, on request from you, do all it can to cancel those titles not required by you, if the titles subsequently arrive at Gardners Books premises, they will be despatched to your premises and invoiced accordingly. In such circumstances no fulfilment charge for despatch to your customer will apply.
- 5.5 If firm sale titles are returned to Gardners Books (PO. Box Service) by your customers, these will be despatched to your premises or disposed of, but not credited to your account.
- 5.6 Products in Gardners current stock catalogue which are received but are no longer required can be returned to Gardners Books under the returns conditions as stated in paragraph 8 below.
- 5.7 All PO. Box returns will be processed with a service charge per parcel as detailed in our Fulfilment Price List.
- 5.8 All inserts must be provided with a readable EAN 13 barcode and will be processed with a service charge per insert, as detailed in our Fulfilment Price List.
- 5.9 An optional 'gift wrapped' service is available with a service fee per book, as detailed in our Fulfilment Price List.
- 5.10 Where available, proof of delivery is available via www.gardners.com. If hard copy P.O.D.'s are required these are chargeable, as detailed in our Fulfilment Price List.
- 5.11 It is your responsibility to ensure that the customers delivery details for fulfilment orders are properly recorded and contained within the Gardlink database on your computer or within the FTP order.
- 5.12 Gardners Books will assist with any claim for non-delivery or damage, but does not provide any insurance or liability beyond that which is available from the shipper involved.

6. AUTO DUES RELEASE

- 6.1 Our ordering system holds titles unavailable at the time of ordering (unless you specifically request that backorders are not recorded) and then despatches these books when your next order arrives at Gardners.
- 6.2 In instances where no book order has been received for the previous 15 days or no DVD order has been received for the previous 10 days, these orders will be released and despatched to you to avoid further delay.
- 6.3 If the value of your book order is below £100.00 retail, our system can, at your request, bulk all your bookorders until a value of £100.00 retail is reached or until your next book order arrives. If after a further 10 days, we have received no further book orders from you (at this stage your orders will have been held in stock for 25 days) your goods will be despatched on the next automatic dues release, and any low value surcharge applied if the value of the order is below the relevant £100.00. Please contact your Customer Care Representative for more information.

7. PAYMENT

- 7.1 Payment for all orders must be made within **30 days of statement date for book accounts and 20 days of statement date for DVD accounts**. Thereafter (without prejudice to any remedies available to Gardners Books) interest on payments due will accrue at the rate of 4% per annum over the Barclays Bank Plc base rate from time to time until payment in full is received from the Customer.
- 7.2 Notwithstanding the above, payment for all orders shall become due immediately in the event that the Customer is adjudged bankrupt or insolvent, has a receiver or administrator appointed over its assets or enters into any composition with its creditors. If your account exceeds our agreed payment terms at any time, the full balance will become due immediately.
- Any goods purchased shall remain the property of Gardners Books Ltd - until full payment has been made and cleared.**
- 7.3 Monthly payments can be paid through the Booksellers Clearing House Batch if required. Payment can be made by bank transfer. Please send remittance advice to our Accounts Department. Our bank details are: Lloyds Bank, 104 Terminus Road, Eastbourne, East Sussex. Sort Code: 30-92-86 Account No: 00904220.
- 7.4 Customers without a credit account may purchase goods which are in stock, by cheque, Visa or Mastercard, providing the value exceeds £100.00
- 7.5 Credit accounts are available for Customers purchasing a minimum of £1000.00 net invoice value per annum.
- 7.6 International customers should contact our dedicated International Sales team for full details of terms of supply.

8 RETURNS ALLOWANCE & PROCEDURE

- 8.1 All returns enquiries should be made via Returns Authorisation software on Gardlink or www.gardners.com or directly to Customer Care either by fax on +44 (0)1323 521666, by telephone on +44 (0)1323 521777 or, via email to custcare@gardners.com. We offer a privilege returns allowance for our customers quarterly on the following dates: **January 1st, April 1st, July 1st and October 1st. Your returns allowance is based on 5% of the retail value of books or dealer value for DVDs, of the amount you have spent with Gardners in the 3 months preceding one of the Returns dates listed above.** This figure is calculated across your stock, new title and Customer order purchases. Typically this will entitle you to around a 25% returns allowance on new book titles. On DVDs, no more than 20% of an individual title may be returned. The procedures for returns are as set out in the returns procedure section in our website. All returns must be in mint condition, and books must have been purchased from Gardners within the past 12 months and DVDs purchased from Gardners within the past 3 months.
- 8.2 Firm Sale titles cannot be returned. Definition of a Firm Sale title is as follows: All titles that become O.P. are firm sale. All S.O.S. (Special Order Service) titles and titles indicated as 'Firm Sale' in our catalogues, publications or by other methods are supplied firm sale. Unused privilege returns cannot be carried forward.
- 8.3 Any non-authorised goods we receive WILL be returned to you and subject to a £10.00 per box handling charge. Books and DVDs cannot be returned mixed in the same box as book and DVD credits are processed on separate accounts.

9. IMPERFECT BOOKS AND DVDs, DAMAGES CLAIMS

Any books and DVDs that are supplied in a damaged or imperfect state will be replaced, or credited at the discretion of Gardners Books and this will represent the extent of Gardners liability for the same. In order to register a claim for imperfect, damaged books or DVDs or shortages in your order, please contact our Customer Care Team **within 5 working days** of the books being received, in one of the following ways: Telephone on +44 (0)1323 521777, E-mail to custcare@gardners.com or in writing to Gardners Books, 1 Whittle Drive, Eastbourne, East Sussex BN23 6QH, England. If you do not contact us within those 5 days we will not be able to accept responsibility for your damages/shortages. Please do not return books or DVDs that have not been logged with your Customer Care Representative, as credit notes for such books or DVDs will not be issued. Books or DVDs can be returned to Gardners if appropriate, at our cost, but should be received by us within 4 weeks of receipt by you. Collection arrangements can be made through your Customer Care Representative in our Customer Care Department. When returning damaged or imperfect books or DVDs please ensure that they are packed separately to any returns you may be making at the same time.

10 LIABILITY AND TERRITORIAL RESTRICTIONS

- 10.1 Notwithstanding the delivery times set out in these terms of business, whilst Gardners Books will use its reasonable endeavours to deliver orders as soon as possible it accepts no liability for late delivery. Gardners will not be liable for any indirect or consequential or loss of profit in respect of any order and its liability shall be limited to the amount of the relevant order at net invoice value.
- 10.2 In so far as any software or hardware is provided by Gardners to the customer all intellectual property rights in the same shall as between the customer and Gardners belong to Gardners and the customer shall not alter, modify or otherwise tamper with the software or the hardware. Upon the customer ceasing to be an account holder the customer shall either return the software and hardware to Gardners or if so required by Gardners destroy or delete them.
- 10.3 All products (including digital products) are sold by Gardners to Gardners Account holders strictly on the basis that the Account holder accepts and respects the publishers intellectual and territorial rights.
- 10.4 On Gardners provided systems such as Gardlink and www.gardners.com Gardners will respect the territorial rights restrictions notified by the publisher in respect of any retailer residing in a restricted market.
- 10.5 On Gardners Internet Retailers where Gardners provides a datafeed of product Gardners will also provide all details of restricted markets and require the licensed retailer to specifically agree not to sell restricted goods into restricted markets as a condition of the data licence and fulfilment service terms and conditions.

11. RETENTION OF TITLE

- 11.1 The risk in all goods purchased by the Customer will pass to the Customer upon delivery. However, until full payment has been received by Gardners Books for all goods supplied by them to the Customer, all goods supplied to the Customer shall remain the property of Gardners Books. Until such time the Customer shall hold the goods as bailee for Gardners Books and ensure that at all times be readily identifiable as being the goods of Gardners Books. (Where re-order slips have been provided with goods supplied by Gardners Books, until sold they shall be retained with the goods and following sale they shall be retained by the Customer or returned to Gardners Books if the Customer wishes to re-order).
- 11.2 If a Receiver or Administrator or Trustee in Bankruptcy is appointed over any of the Customer's assets, or if for any reason payment of the total price of the goods is not made on the due date, Gardners Books shall have the right with or without notice at any time thereafter to retake possession of all or part of its goods and to inspect and take copies of the Customer's records in so far as they relate to Gardners Books goods and for such purpose authorised representatives of Gardners Books shall be entitled to enter upon any premises occupied or used by the Customer.
- 11.3 Notwithstanding the above, unless and until Gardners Books notifies the Customer to the contrary the Customer will be permitted to sell Gardners Books goods which have not been paid for to third parties in the normal course of business on the understanding that the proceeds of any such sale shall be held by the Customer in trust for Gardners Books and shall be deposited in a separate fiduciary bank account which enables them to be identified exclusively as being Gardners Books monies. The said monies shall not be withdrawn (except in paying Gardners Books) until Gardners Books has been paid in full by the Customer.
- 11.4 In the event that any of the provisions in the previous paragraph are adjudged to be void or unenforceable the remaining provision shall remain valid.

12. VARIATIONS AND HEADINGS

Gardners Books shall be entitled from time to time to make changes to these terms and conditions and the customer will be notified of these. The headings in these terms and conditions are for convenience only.

13. GOVERNING LAW

These terms and conditions of business shall be governed by English Law.