

# Holmhurst House Ltd.

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## TERMS AND CONDITIONS OF TRADING

### 1 Introduction

The following terms indicate the contractual basis on which Holmhurst House Ltd. undertakes to provide books or any other goods. No addition to or variation of these conditions will bind the company, unless such change has been specifically agreed in writing and signed by a director or secretary of the company. No agent or person employed by or under contract with Holmhurst House Ltd. has the authority to alter or vary in any way these conditions. Holmhurst House Ltd. reserves the right to decline an order and undertakes no responsibility to explain such a decision.

### 2. Definitions

For the purpose of these terms 'the buyer' is the person, firm, company or other organization who contracts to pay a consideration to Holmhurst House Ltd. and is named in the purchase order. The 'seller' - is Holmhurst House Ltd. The 'goods' are such books, other products or services as specified in the purchase order. The 'purchase order' - is the buyer's purchase order which must specify any variation of these conditions that may have been agreed with respect to that specific order. 'The Contract' - is the arrangement between Buyer and Seller, formed by the Purchase Order and these conditions of trading. 'The recipient' is a person or institution in receipt of an inspection copy.

### 3. Conditions

#### (i) Guarantee

For products such as books, with no working parts, no specific period of guarantee is needed. The seller undertakes to provide goods of merchantable quality and meet other statutory rights of the buyer. The buyer may inspect goods as to quality. Except where liability is specified in statute, the seller's liability shall be limited to the value of the goods provided. The seller accepts no liability for consequential damages arising from the uses to which the goods are put.

#### (ii) Price

The price of the goods should be indicated by the buyer in the purchase order, which represents a contract. If price is not specified in the purchase order, it shall be determined by the seller by reference to the published price list. Unless specified on the purchase order or the published price list, the seller will bear the cost of carriage and packing.

#### (iii) Payment

In respect of buyers who are individual people, the seller requires payment in advance of delivery by the method specified in its blank purchase order. For buyers that are organizations, making larger purchases, the seller may offer payment terms of 30 days from delivery. By making the order, the buyer forms a contract in which he or she undertakes to make that payment within the specified period.

#### (iv) Delivery

Except where specified within a particular order, the seller will deliver goods, at his discretion, by mail, by courier service or directly depending upon the size of the order.

#### (v) Right of Stoppage in Transit

Goods are considered to be in transit from the time they are dispatched by the seller until the buyer or their agent takes delivery of them. Where goods are in transit and the buyer becomes insolvent, the unpaid seller has the right to resume ownership until payment is made. In this case, the unpaid seller may exercise right of stoppage, either by taking ownership of the goods, or by giving notice of the claim to the agent in actual control of the goods. When notice is given, the agent must deliver the goods to the seller, at the seller's expense.

#### (vi) Force Majeure

Where delivery is delayed by causes totally outside the control of the seller, the seller may invoke force majeure and require an extension of delivery times already agreed. In such event, the seller undertakes to give notice within seven days of the occurrence of the delaying cause.

#### (vii) Passing Property and Risk to the Buyer

All goods shall be deemed the property of the seller until payment is made. However, on delivery of the goods to the buyer, liability and risk due to accidental damage, fire, deterioration due to improper storage or like causes, falls on the buyer, whether or not payment has been made.

#### (vii) Intellectual Property

The sale of books by the seller does not constitute a sale of the intellectual property vested in that title. All intellectual property remains that of the author or publisher. Purchasers may not resell, lend, deposit in a library or otherwise use as an article of trade, any book purchased from the seller except in the cover provided. Neither the cover nor internal pages may be changed in any way; the contents may not be stored in form of information storage system. No parts may be copied, except as specified under copyright legislation.

(viii) All aspects of these terms and conditions shall be interpreted under the law of England and disputes settled within English courts, even where the buyer is located in another jurisdiction.

(ix) Inspection copies

In order to receive an inspection copy a prospective recipient must make a request in writing, including institutional headed letter paper and indicate his or her position within the institution. In requesting an inspection copy, a prospective recipient undertakes either to purchase the copy or return it in mint condition within thirty days, the recipient being responsible for return postage. By requesting an inspection copy, recipients undertake to store the copy in a safe place and handle it with due care.