

**STANDARD TERMS AND CONDITIONS OF SALE
OF PEARSON EDUCATION LIMITED FOR TRADE CUSTOMERS (2016)**

1. (A) these terms and conditions apply to trade customers. For Pearson Education Limited purchasers who are not trade customers (for example, an educational institution or other non-trade business, an individual consumer, a teacher or other individual purchasing on behalf of an educational institution) the applicable purchase terms and conditions are at: Higher Education and Professional: <http://www.pearsoneducationbooks.com/Includes/Terms.html> Schools : <https://www.pearsonschoolsandcolleges.co.uk/Help/TermsAndConditions.aspx>. And / or such terms as are accepted by a purchaser or user when accessing or downloading a digital product.

(B) In these terms and conditions: "We" or "us" Pearson Education Limited, as the case may be; "You" means the purchaser of Goods; "Goods" means any goods sold by us; "Insolvency Event" means i) in respect of you when any petition, application or notice is filed, order made, or any other step taken in any jurisdiction with a view to (a) your bankruptcy, winding up, liquidation, administration, dissolution or similar process (b) the appointment of an administrator, administrative receiver, liquidator, trustee in bankruptcy or similar officer (in each case whether out of court or otherwise), (c) the enforcement of any security over your assets, (d) your making a composition with your creditors (voluntary or otherwise) or ii) you are deemed for the purposes of any law to be unable to pay your debts or are insolvent or you suspend making or seek to re-schedule making payments on any debts or announce an intention to do so.
2. We have not accepted your order until we confirm so in writing (either by Sales Order Acknowledgement or otherwise). These terms and conditions shall govern the supply of our Goods unless Pearson Education has signed a negotiated agreement with you that includes terms that are inconsistent with the terms herein (and then only to the extent that the terms are inconsistent).
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 to the shipping address on your account, if you change this to an alternate address a charge of £4.50 per order will be added. 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 payments over £5000. We will charge a £4 admin fee for all orders placed manually unless we have prevented the use of automated channels.

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) and all unpaid sums owed by you to us howsoever arising will become payable immediately on the occurrence of an Insolvency Event. We reserve the right to review, amend and/ or withdraw any credit facilities at any time. You may not make any deductions or set-off, whether legal or equitable, from any amounts you owe us without our prior agreement.
8. (a) With the exception of defective Goods: (i) 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 12 months of original supply; (ii) Pearson Education Limited: Other returns will only be accepted from UK and European trade customers within 12 months of the invoice date. If we do agree to accept returns of any Goods you must pay for shipping/postage and insurance of the returned Goods.

(b) 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. (c) Out of Policy returns will, at our discretion, be sent back to you at your risk and expense. (d) With the exception of defective goods, we will not accept items for credit unless they are in resalable condition. Credit will not be given for any Goods received that are price stickered, security tagged, damaged or defaced in any way. (e) All parcels returned by you should be clearly marked as "Returned Goods" and should include: (i) A packing list (including titles, quantities and ISBNs of the Goods requested to be returned), (ii) Full details of the reason for the return; (iii) Relevant invoice numbers; (iv) Returns authorisation number (where supplied). 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. (f) 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. Except for defective Goods all returns are made at your expense and accordingly we will not accept any charges levied by shipping/transport agents. We are not responsible for any goods of other companies which you return to us in error or Pearson products outside of policy. (g) If we notify you that we wish to recall Goods for any reason, you shall comply with our request immediately. If this happens you shall be entitled to return all unsold stock of that publication for credit (including the expenses of shipping) and we shall 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. The risk in the goods passes to you on delivery. 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. You will insure such Goods, wherever located, for an amount which is not less than the purchase price due to us (noting our interest in the Goods on the policy) and if so requested by us, provide evidence that such insurance is in place. Until we have been paid for any and all Goods that we have delivered to you, you will hold the moneys received from any insurance claims relating to the Goods on trust for us and will keep those moneys in a separate account.
12. Retention of title: (a) Title to 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, title shall not pass to you until we have also received payment for the full price of any other Goods we have delivered to you. (b) Until title in the Goods has passed to you, you shall (i) store such Goods in a safe and proper manner separate from all other goods, clearly marked as our property (which shall not be removed or obscured); (ii) keep the Goods in good condition; and (iii) not pledge or allow any lien, charge or other interest to arise over the Goods. You irrevocably agree that until we have been paid in full for any and all Goods that we have delivered to you, we may enter any premises where our Goods are stored or where we reasonably think our Goods are stored to check your compliance with this clause, or to repossess and re-sell the Goods. (c) In relation to any Goods delivered to you we hereby grant you a licence to sell the Goods in the normal course of your business and pass title in such Goods to your customers if they are purchasing in good faith without notice of our rights. We shall be entitled to revoke your licence to sell the Goods at any time. Your licence to sell the Goods shall be automatically and immediately revoked on the occurrence of an Insolvency Event. You shall notify us forthwith if you wish to appoint an administrator in respect of yourself or if you are aware of any such intention on the part of your creditors. (d) The retention of title by us in any Goods pursuant to this clause shall not affect our right to maintain an action for the price of such Goods. Termination of any agreement for the supply and sale of Goods shall not affect our rights under these terms and conditions.
13. Subject as expressly provided in these terms and conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
14. Except in respect of death or personal injury caused by our negligence but only 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.
15. 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 imposition of sanctions by any domestic or overseas government, international organisation or competent authority.
16. 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.

17. The Goods have, where applicable, been safety tested in accordance with the relevant EU legislation, for as long as our UK edition remains in print. It is your responsibility to ensure that the Goods comply with any other local safety requirements before you sell them in any country.
18. 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.
19. 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.
20. 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.
21. On the occurrence of any Insolvency Event, we shall be entitled to terminate immediately any agreement for the supply of Goods and we shall be entitled to suspend all further deliveries without liability to you. If any distribution 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 of Goods on these terms and conditions shall not affect any rights or obligations of the parties arising before such termination.
22. 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.

Registered address: 80 Strand, Strand, London, WC2R 0RL

Company Registration number 872828