

TRADING NAME

BUSINESS ADDRESS

 POSTCODE

TELEPHONE

POSTAL ADDRESS

 POSTCODE

FAX

EMAIL ADDRESS

WEB SITE ADDRESS

TYPE OF BUSINESS

SAN NO.

EST. MONTHLY PURCHASES

TYPE OF PURCHASES:

SCHOOL

HIGHER EDUCATION

PROFESSIONAL DEVELOPMENT

PREMISES OWNED OR LEASED

NO. OF EMPLOYEES

BANK

BRANCH

PROPRIETOR/S' PARTICULARS

(Please complete either section 1. or 2.)

ABN

A.C.N.

DATE OF INCORPORATION

1. LIMITED COMPANY

NAME OF COMPANY

REGISTERED OFFICE ADDRESS

AUTHORISED CAPITAL

PAID UP CAPITAL

SHAREHOLDERS' FUNDS

FULL NAMES OF ALL DIRECTORS

RESIDENTIAL ADDRESS

DATE OF BIRTH

	FULL NAMES OF ALL DIRECTORS	RESIDENTIAL ADDRESS	DATE OF BIRTH
(i)			/ /
(ii)			/ /
(iii)			/ /
(iv)			/ /

/ /
/ /
/ /
/ /

2. SOLE TRADER/PARTNERSHIP

FULL NAMES OF ALL PARTNERS

RESIDENTIAL ADDRESS

DATE OF BIRTH

	FULL NAMES OF ALL PARTNERS	RESIDENTIAL ADDRESS	DATE OF BIRTH
(i)			/ /
(ii)			/ /
(iii)			/ /
(iv)			/ /

/ /
/ /
/ /
/ /

TRADE REFERENCES

(Minimum of 3 trading accounts)

NAME

(i)	
(ii)	
(iii)	
(iv)	

TELEPHONE

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PLEASE SIGN PAGE 4 ON COMPLETION

CREDIT LIMIT REQUIRED

\$

1. Interpretation

- 1.1 Unless otherwise inconsistent with the context, the word 'person' shall include a corporation.
- 1.2 'Goods' shall include services and licences for Ebooks or Eproducts.
- 1.3 Words importing the singular number shall be deemed to include the plural and vice versa. Words importing the male gender shall be deemed to include the female and neuter gender and vice versa.
- 1.4 'WILEY' shall mean JOHN WILEY & SONS AUSTRALIA, LTD, its successors and assigns.
- 1.5 'Customer' shall mean the person named as 'the Applicant' on the credit application.
- 1.6 GST means the Goods and Services Tax as defined in the New Tax System (Goods and Services Tax) Act 1999 and includes any other taxes, charges or imposts in the form of a goods and services or value added tax, and all interest, penalties and fines for late payment of GST caused by any breach of this agreement by the Customer.

2. Offer and acceptance

- 2.1 Any quotation made by WILEY is not an offer to sell or to provide goods. WILEY shall not be bound by any order given in pursuance of any quotation until it is accepted in writing. All orders are subject to acceptance by WILEY within 30 days of receipt by WILEY of the order. Prices are subject to change without notice. Purchase orders which are illegible shall not be processed or accepted. These terms and conditions shall be deemed to be incorporated into any agreement between WILEY and the customer. Any terms and conditions contained in any order, offer, acceptance or other document of the customer and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.
- 2.2 Insofar as goods or services supplied by WILEY are not of a kind ordinarily acquired for personal, domestic or household consumption, the liability for breach of a condition or warranty, implied into this contract by the Sale of Goods Act or the Competition and Consumer Act 2010 (as amended) is limited:
 - (a) in the case of goods, to any one of the following as determined by WILEY:
 - (i) the refund of the price paid by the customer for the goods or the issue of a credit note for such amount; or
 - (ii) the replacement of the goods or the supply of equivalent goods; or
 - (iii) the repair of the goods; or
 - (iv) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (v) the payment of the costs of having the goods repaired;
 - (b) in the case of services to any one of the following as determined by WILEY:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

3. Delivery

- 3.1 WILEY shall deliver all goods 'free into store' to all Australian customers and 'free into store', excluding GST, duties and customs charges, to all NZ customers by its nominated carrier except that where customers request overnight delivery they will accept the additional charge for such delivery, and freight charges on returns must be paid by the customer unless incorrectly supplied by WILEY. Wiley will consolidate, on a daily basis, all invoices produced for a customer, where such consolidation does not delay the despatch of the orders. Should a customer require invoices to be packed separately they will be required to pay a \$7.50 charge for each additional consignment note. All export orders, other than New Zealand, are despatched on an ex-works (Brisbane) basis. Unless the despatch method is stipulated by the customer Wiley will despatch orders by a method which combines economy with efficiency. Customers will be advised on the method of despatch and, unless despatch is via a door to door service, are responsible for the clearance of the goods through customs as well as delivery to the final destination.
- 3.2 Any date quoted for delivery ('the quoted date') is an estimate only and unless a guarantee shall be given by WILEY in writing providing for liquidated damages for failure to deliver by the quoted date WILEY shall not be liable to the customer for any loss or damage howsoever arising even if arising out of the negligence of WILEY for failure to deliver on or before the quoted date. The customer shall accept and pay for goods if and when tendered notwithstanding any failure by WILEY to deliver by the quoted date. Written advice to the customer that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- 3.3 WILEY shall not be liable to any customer or any other party for direct or indirect or consequential injury, loss or damage whatsoever by reason or any delay in delivery whether the same is due to the negligence of WILEY or any other party, strike or any other industrial action be it of WILEY or other party or any other cause whatsoever.
- 3.4 WILEY reserves the right to deliver by instalments. If delivery is made by instalments the customer shall not be entitled to any claim, loss or damage howsoever arising for failure by WILEY to deliver any instalments on or before the quoted date.

- 3.5 It is agreed that WILEY shall not be responsible for the delay in delivery caused by, or in any way incidental to an act of God, war, fire, breakages of machinery or strikes or arising out of any other unexpected exceptional cause, or any cause beyond reasonable control of WILEY.
- 3.6 Any quotation containing a provision to supply goods 'ex stock' is subject to fulfilment of prior orders at the date of receipt of the customer's order.

4. Payment

- 4.1 Unless otherwise agreed in writing, payment must be made before the 27th day of the next month in which the goods are invoiced to the customer.
- 4.2 This term as to the payment shall be of the essence of the contract.
- 4.3 If any goods are supplied by WILEY which are subject to GST, then the Customer must pay WILEY in respect of that supply an amount sufficient to ensure that WILEY retains, after payment of GST, the amount that WILEY would have received had GST not been payable. The Customer must pay any amount payable under this clause on the same date as payment must be paid for the supply giving rise to the GST.

5. Title

- 5.1 Notwithstanding the delivery of the goods or part thereof, the goods remain the sole and absolute property of WILEY as full legal and equitable owner until such time as the customer shall have paid WILEY the full price together with the full price of any goods then the subject of any other contract with WILEY.
- 5.2 The customer acknowledges that he receives possession of and holds goods delivered by WILEY solely as bailee for WILEY until such time as the full price thereof is paid to WILEY together with the full price of any goods then the subject of any other contract with WILEY.
- 5.3 Until such time as the customer becomes the owner of the goods, he will:
 - (a) ensure that the goods are kept in good and serviceable condition;
 - (b) secure the goods from risk, damage and theft; and
 - (c) keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the customer.
- 5.4 (a) Until the goods are paid for in full, WILEY authorises the customer to sell the goods as its agent. However, the customer shall not represent to any third parties that it is acting in any way for WILEY. WILEY will not be bound by any contracts with third parties to which the customer is a party.
 - (b) The customer is entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale are received by the customer then the customer shall account to WILEY for the price of the goods.
 - (c) Should the customer die, stop payment or call a meeting of its creditors or become insolvent or subject to the bankruptcy laws or being a company appoints an administrator or calls a meeting for the purpose of or to go into liquidation or has a winding-up application presented against it or has a receiver appointed, WILEY may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this contract, suspend or cancel this contract or require payment in cash before or on delivery or tender of goods notwithstanding the terms of payment previously specified, or may repossess and take over the goods and dispose of the same in its own interest without prejudice to any claim it may have for damages for any loss resulting from such resale.
- 5.5 If the customer does not pay for any goods on the due date then WILEY is hereby irrevocably authorised by the customer to enter the customer's premises (or any premises under the control of the customer or as agent of the customer in which the goods are stored) and use reasonable force to take possession of the goods or any other goods sold by WILEY to the customer (whether paid for or not) without liability for the tort of trespass, negligence, assault and battery or payment of any compensation to the customer whatsoever.
- 5.6 On retaking possession of the goods WILEY may elect to refund to the customer any part payment that may have been made and to credit the customer's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.
- 5.7 Without limiting any of the previous clauses 5.1 - 5.6, the customer acknowledges that WILEY shall have a security interest which attaches over any goods supplied under these terms that are the subject of an unpaid invoice and in the possession of the customer. The customer consents to the registration and perfection of this interest by WILEY set out in this clause 5.7; for customers located in Australia in accordance with the Personal Property Securities Act 2009 (as amended) ("PPS Australia Act"); and for customers located in New Zealand in accordance with the Personal Property Security Act 1999 (as amended) ("PPS NZ Act"). The customer agrees to sign any documents and provide all assistance and information to WILEY required to facilitate the registration and maintenance of such security interest.
- 5.8 The customer waives any right to receive a verification statement under the PPS Australia Act or the PPS NZ Act, whichever is applicable. For customers that are located in Australia, the customer agrees that the fol-

CONDITIONS OF TRADE

Following provisions of the PPS Australia Act do not apply to the customer: s125, s130, s132(4), s135, s142, and s143. For customers that are located in New Zealand, the customer agrees that the following provisions of the PPS NZ Act do not apply to the customer: s114(1)(a), s133, s116, s120(2) and s121.

6. Risk

Unless otherwise agreed in writing, risk in the goods shall pass to the customer at the time when the goods have been delivered to the customer's store or warehouse. The goods shall remain at the customer's risk at all times unless and until WILEY retakes possession of the goods pursuant to these terms and conditions.

7. Returns and claims

- 7.1** Subject to clauses 7.2 and 7.3 and clause 8.2 for Ebooks or Eproducts, WILEY shall credit the customer's account for any returns only after prior authorisation from WILEY'S Customer Service Department at Brisbane, failing which goods received by WILEY shall be returned at the customer's expense.
- 7.2** WILEY shall credit the customer's account for returns depending on the type of product sold:
- (a) School Division**
- (i) All schools titles are sold firm sale.
- (b) Higher Education Division**
- (i) All higher education titles are sold sale or return within eighteen (18) months from date of invoice.
- (ii) Superseded editions will be accepted for return within six months of the publication of the new title.
- (c) Professional Development Division**
- (i) Professional Development titles (including all atlases and dictionaries) will be fully returnable after three months and within twelve (12) months from date of invoice. However, it will be at WILEY'S discretion whether returns which exceed 25% of prior year's purchases are authorised for return.
- (ii) School texts are sold firm sale.
- 7.3** **(a)** All return requests must include ISBNs. All credit claim documentation must include ISBNs and invoice numbers. It is preferred that returns requests over 30 lines be emailed as a CSV file or Excel spreadsheet with the ISBN and quantity in separate columns.
- (b)** WILEY has the right to return to the customer illegible returns requests for clarification.
- (c)** WILEY shall mail to the customer a bar-coded authorisation label which is to be affixed to the outer carton by the customer to facilitate credit processing. Cartons must be clearly addressed and numbered (e.g. 1 of 2, 2 of 2).
- (d)** To ensure goods are received in a saleable condition, the customer shall use quality cartons and packaging. Goods received in a non-saleable condition will not be credited.
- (e)** Customers will be advised in writing when goods are received in a non-saleable condition. Customers are required to respond within twenty-one (21) days of this advice with their instructions for return or destruction of the non-saleable stock, otherwise the goods will automatically be destroyed and no credit will be issued.
- (f)** The cost of freight/freepost for return of non-saleable stock will be charged to the customer.
- (g)** Returns are to be sent to WILEY'S distribution centre.
- (h)** WILEY shall pay for freight of authorised no fault returns by its nominated carrier. WILEY shall not accept any liability for cost of freight by any other carrier.
- 7.4** As soon as any of the facts or matters which form any part of any claim or complaint whatsoever become known to the customer, the customer shall within twenty-one (21) days from the date of invoice, notify WILEY in writing of the same at the Customer Service Department in Brisbane and prior authorisation shall be obtained for no-fault returns. Claims received after this time will not be considered for credit.
- 7.5** WILEY shall not be liable in any circumstances for any claims received outside the period referred to in clause 7.4 or for any defects or damages caused in whole or in part by misuse, abuse, neglect, or alteration (other than by WILEY) or accident and customers who dispute any account must nonetheless pay all other undisputed accounts.
- 7.6** Customers shall return the title page for claims for misbound books to be accepted by WILEY.

8. Ebook and Eproduct specific terms

- 8.1** WILEY may sell licences for Ebooks or Eproducts to customers for resale by providing the customer with a specific access code (either digital or provided in paper format) to make available for sale to end users. The customer acknowledges that sale of any licence to the end user is made subject to the standard terms and conditions set by WILEY for the licensed product, which terms must be accepted by the end user before access will be granted to the Ebook or Eproduct. Standard terms and conditions are available on the relevant WILEY website for the relevant Ebook or Eproduct and will also be provided to customers for Ebooks or Eproduct licences on request.

- 8.2** Sales of Ebook and Eproduct access codes for the provision of Ebook or Eproduct licences are firm sale and are non-returnable by the customer. End users can be directed to WILEY Customer Service in the event of non-delivery or a damaged file being received by the end user and WILEY shall replace the Ebook or Eproduct to the end user directly.
- 8.3** Professional Development Division: Sales of Ebooks from the Professional Development Division shall be subject to a minimum order quantity for all orders and re-orders as advised to the customer. Access codes will be provided in electronic form as a URL to customers and delivered via email or FTP.

9. Force majeure

- 9.1** If by reason of any fact, circumstance, matter or thing beyond the reasonable control of WILEY, WILEY is unable to perform in whole or in part any obligation under this contract, WILEY shall be relieved of that obligation under this contract to the extent and for the period that it is so unable to perform and shall not be liable to the customer in respect of such inability.
- 9.2** Without limiting the last preceding clause, where agency agreements with WILEY have been terminated or where rights to book titles have been transferred to another publisher, customers shall receive notification. WILEY shall not be liable for not being able to supply any book title in such circumstances and any conditions set out in WILEY'S notification shall be adhered to by the customer.

10. Default

Upon the occurrence of default by the customer in compliance with the terms herein:

- 10.1** WILEY may at its discretion withhold further supplies of goods or cancel this contract, or vary the terms of this contract without prejudice to its rights hereunder and without any liability to the customer for such action PROVIDED HOWEVER that WILEY may at any time and from time to time upon such terms as it may determine waive any of its rights under this clause, but without prejudice to its rights thereafter of any of the events herein before referred to or upon the continuation after any such waiver of any state of affairs the subject of such waiver.
- 10.2** The customer hereby authorises WILEY or its agent to review its books and records, including all bank statements and other bank records, to determine whether the customer is able to pay its debts as and when they fall due and the customer further irrevocably grants to WILEY a licence to enter upon the customer's premises for such purpose.
- 10.3** The customer shall pay to WILEY interest at the rate of 1.5% per month on daily balances in respect of any amounts as may from time to time be overdue until paid and such money, together with all interest, shall be recoverable forthwith from the customer as a liquidated debt.
- 10.4** Without prejudice to any other right or remedy the customer shall pay to WILEY all costs, fees, charges and disbursements charged by any mercantile or collection agent or solicitor engaged for the purpose of the collection or recovery of moneys due and payable by the customer to WILEY on an indemnity basis and all such costs shall be recoverable as a liquidated debt and, at the option of WILEY, may be recovered in the Small Debts Court.
- 10.5** The customer shall pay to WILEY all cheque dishonour fees incurred by WILEY and an administration fee of \$50.00 on the occurrence of every event of default as a liquidated debt being a genuine pre-estimate of the loss of WILEY in respect of such act of default, however, such fee shall not preclude WILEY from claiming any higher amount from the customer for any loss occasioned by such act of default.

11. Change of ownership

The customer agrees to notify WILEY in writing of any change of ownership of the customer or its business, or of directorships in the case of a corporate customer, or of any other change whatsoever affecting this agreement within seven (7) days from the date of such change and indemnifies WILEY against any loss or damage incurred by it as a result of the customer's failure to notify WILEY of any change.

12. Jurisdiction

This contract for the supply of the goods is deemed to have been entered into in the State of Queensland any legal action arising out of or in respect of the contract and/or the interpretation thereof shall be brought only in the Courts of Brisbane in the State of Queensland and the customer irrevocably submits itself to the jurisdiction of the Courts of Brisbane in the State of Queensland.

13. Service of process

The Customer agrees that service of any legal process issued by WILEY may be made by prepaid post at the Customer's postal address as set out in the application for credit or such other address as may be notified from time to time by the Customer to WILEY.

ORDERS

- When ordering, please include ISBNs, account number and purchase order number. Please use WILEY bar-coded order forms where possible and make sure that the order can be clearly read. This will facilitate the speedy and accurate processing of your order. Purchase orders which are illegible cannot be processed and will be returned to the customer for clarification.
- Please email large orders as a CSV or on an Excel spreadsheet with the ISBN and quantity in separate columns.
- An \$8.00 handling charge will apply if a request is made to remove the invoice from the consignment.

DISCOUNTS

WILEY publishes and distributes a wide range of books and non-book materials for different market segments. Customers may contact the Customer Service Department for information on discounts applicable to their customer classification across the whole range of product types.

School Division

- Discounts vary according to product type and the nature of the customer's business.
- Preferred suppliers in both Primary and Secondary sectors are chosen by WILEY on the basis of their specialist marketing and distribution activities.

Higher Education Division

- Discounts vary according to the nature of the customer's business.
- Standard retail Higher Education Division accounts are invoiced net and no discount is shown on the invoice.
- Retailers are responsible for setting their own list price.

Professional Development Division

- Industry standard discounts apply according to the nature of the customer's business.
- Booksellers should appreciate that School texts are short discounted.

CREDIT TERMS

- Extended credit may be applied under special circumstances where specifically authorised.
- Where a customer does not pay the WILEY statement in full, or pays on their own remittance advice, it is the responsibility of the customer to reconcile the monthly payments to the relevant statement.
- At any time, WILEY may terminate the Applicant's right to purchase goods on credit, without the necessity of giving prior notice. WILEY shall not be liable to the Applicant for any loss or damage sustained by the Applicant as a result of WILEY terminating the Applicant's right to purchase goods on credit.

OFFICE DETAILS:

Office hours: 8–5 Monday to Friday

BRISBANE**HEAD OFFICE**

42 McDougall Street, PO Box 1226, Milton, QLD 4064

Tel: (07) 3859 9755

Fax: (07) 3859 9715

e-mail: brisbane@wiley.com

DISTRIBUTION CENTRE

33 Windorah Street, Stafford, QLD 4053, PO Box 3065, Stafford BC, QLD 4053

e-mail: aus-custservice@wiley.com

MELBOURNE

155 Cremorne Street, Richmond, VIC 3121

Tel: (03) 9274 3100

Fax: (03) 9274 3101

e-mail: melbourne@wiley.com

For WILEY use only

CREDIT METHOD	<input type="text"/>	CREDIT LIMIT	<input type="text"/>	CUST. DISC. GROUP	<input type="text"/>
BACK ORDERS	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MKO <input type="checkbox"/>	CUST. DISC. SUB-GROUP	<input type="text"/>
			STANDARD DISCOUNT	<input type="text"/>	HE
				<input type="text"/>	SCH
				<input type="text"/>	PD

AUTHORISED BY:

SALES MANAGER (HE)	SALES MANAGER (SCH)	SALES MANAGER (PD)
AREA <input type="text"/>	TERRITORY <input type="text"/>	AREA <input type="text"/>
AREA <input type="text"/>	TERRITORY <input type="text"/>	AREA <input type="text"/>
CREDIT MANAGER	ACCOUNT NO.	DATE ENTERED
	<input type="text"/>	/ /

PRIVACY ACT ACKNOWLEDGEMENT AND CONSENTS**Acknowledgement**

I/We acknowledge that WILEY has informed me/us in accordance with Section 18E(8)(c) of the Privacy Act 1988 (the "Act") that certain items of personal information about me/us contained in this application or which may be subsequently obtained by WILEY may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to my/our identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, discharges, cheques twice dishonoured and serious credit infringements.

Applicant for credit consent

I/We agree

- (a) to WILEY obtaining from a credit reporting agency a credit report containing personal information about me/us for the purpose of WILEY:
- collecting overdue payments in respect of commercial credit provided to me/us (Act, s.18K(1)(h)); and
 - assessing my/our application for commercial credit on an on-going basis (Act, s.18K(1)(b)) or;
 - assessing my/our application for consumer credit (Act, s.18L(4));
- (b) that WILEY may give to and seek from any credit provider named in this Application, or in a credit report issued by a credit reporting agency, information about my/our credit arrangements, including any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act (s. 18N(1)(b)).

DATED the _____ day of _____ 20____

SIGNED

1. _____ 2. _____
3. _____ 4. _____

The above authorised signatories agree to the terms and conditions of trade set out in this document.

The above terms and conditions of trade supersede all previous trading terms of John Wiley & Sons Australia, Ltd.