

TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS

- 1.1 "Customer" means the person to whom Products are sold by Turpin Distribution on behalf of a Publisher and/or, as the case may be, to whom Turpin Distribution provides the Services and whose name and address appears in the box marked 'Invoice Address'.
- 1.2 "Conditions" means the terms and conditions of sale and/or supply set out in the document and any special terms and conditions agreed in writing by Turpin Distribution.
- 1.3 "Price" means the price for the Products and/or, as the case may be, Services excluding VAT.
- 1.4 "Products" means the Publications and/or, as the case may be the on-line computer services (if any), sold by Turpin Distribution to the Customer on behalf of the Publisher.
- 1.5 "Services" means the form of Services (if any) supplied by Turpin Distribution to the Customer.
- 1.6 "Publisher" means the publisher or publishers of the Products.
- 1.7 "Turpin Distribution" is the trading name of Turpin Distribution Services Limited (registered in England no.1331778) whose registered office is at Pegasus Drive, Stratton Business Park, Biggleswade, Bedfordshire, .SG18 8TQ.

2. CONDITIONS APPLICABLE

- 2.1 These Conditions shall apply to all contracts for the supply of Products and/or, as the case may be, Services provided by Turpin Distribution to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Products or, as the case may be, Services, shall be deemed to be an offer by the Customer to purchase Products and/or, as the case may be, Services pursuant to these conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed with the parties) shall be inapplicable unless agreed in writing by Turpin Distribution.

3. PRICE AND PAYMENT

- 3.1 The Price shall be the price set out on the Invoice. The Price is exclusive of VAT which shall be due at the rate prevailing on the date of the invoice. Backorders/Dues: Prices quoted for unavailable items are subject to change and are for information only.
- 3.2 Payment of the Price and VAT shall be due within 28 days of the date of the invoice unless otherwise stated on the invoice.
- 3.3 "Credit and Charge Card payments are only accepted by Turpin Distribution in accordance with the Publisher's instructions."
- 3.4 All prices shown are considered to be correct at the time of printing and are subject to change.

4. DUPLICATE PAYMENT

- 4.1 We reserve the right to deduct an admin fee, to cover the costs incurred when refunding duplicate orders/payments.

5. CLAIMS

- 5.1 No claims will be honoured for failure to supply a change of address. **Notification of change of address must include details of both the old as well as the new address.**
- 5.2 Claims for missing issues from **all publishers**, must be made within 30 days (EU) and 60 days (ROW) of the date of publication for any issue.

6. CANCELLATION

- 6.1 **All Publishers:** We reserve the right to deduct an administration fee to cover some of the costs incurred when cancelling and refunding subscriptions

7. **VAT**

7.1 It is a legal requirement for Turpin to obtain VAT registration number from all EU customers. All payments from European customers should be documented with the customers VAT registration number. Failure to comply may result in a VAT charge being levied. Once a receipt has been issued it cannot be changed to reflect VAT registration numbers which were not supplied at the time of order. **Exemptions: where a publisher is exempt no VAT numbers are included on documents.**

7.2 All products entering Canada are subject to Canadian Goods and Services Tax.

8. **WARRANTIES AND LIABILITY**

8.1 Turpin Distribution is selling the Products as agent for the Publisher and consequently all warranties, conditions and terms whether relating to fitness for purpose, merchantability or condition or otherwise howsoever and whether implied by statute or common law or otherwise are excluded to the fullest extent permissible by law.

8.2 Turpin Distribution reserves the right, upon giving prior notice in writing to the Customer, to refuse to provide or withdraw the Services if in Turpin Distribution's reasonable opinion, it may be liable to criminal prosecution by doing or continuing to do so.

8.3 Turpin Distribution shall not in any circumstances whatsoever or howsoever arising be liable for any indirect or consequential loss howsoever caused.

9 **ACCEPTANCE OF GOODS**

9.1 The Customer shall be deemed to have accepted the Products immediately after delivery to the Customer at the address shown as the Despatch Address.

9.2 After acceptance of the Products, the Customer shall not be entitled to reject Goods without the prior written approval of the Publisher

9.3 The customer is responsible for the payment of local taxes or customs duty which may be charged on delivery.

10. **NO WAIVER**

10.1 Failure by Turpin Distribution to insist upon strict performance of any of the terms of these conditions shall not be deemed to be a waiver of Turpin Distribution's rights and remedies in any subsequent failure by the Customer to observe any of the terms hereof.

11. **TITLE AND RISK**

11.1 Title to the Products shall remain with the Publisher until the Customer has paid the Price and VAT in full.

11.2 Risk in the Products shall pass to the Customer on despatch.

12. **FORCE MAJEURE**

12.1 No liability shall attach to Turpin Distribution for loss or damage or delivery delays or failure to supply the Products and/or Services arising from factors outside its reasonable control, including, but not limited to, act of God, acts or omissions of civil or military authority, war, fire, flood, natural disaster, labour disputes, plant breakdown, shortage of supplies or compliance with orders lawfully given by any public authority.

13. **GENERAL**

13.1 This contract is subject to the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts in relation to any disputes which may arise out of or in connection with this contract.

13.2 Turpin Distribution is registered as Turpin Distribution Services Ltd under the Data Protection Act as a user of computer data. Your name may be included in our computerised mailing system to receive information of new publications or services. Please advise our Customer Services Department should you choose not to receive this information.