



CCH AUSTRALIA LIMITED
ABN 95 096 903 365

CCH BOOKSHOP BUSINESS CONDITIONS & TRADING TERMS

Effective 1 April 2009

DISCOUNT

Books published by CCH Australia will be supplied to bookshops at recommended retail price less a trade discount of 33.33%

In addition, a small order handling charge of **\$14** will be applied when the value of an order is less than **\$200** net of discount and GST.

OVERSEAS PUBLICATIONS

CCH books published overseas will be supplied at recommended retail price less a trade discount of 10% plus a freight charge depending on country of origin. No returns of overseas publications will be accepted. These are on firm sale basis only.

ORDER PROCESS & TERMS

Mail: GPO Box 4072, Sydney, NSW 2001,
Fax: 1 300 306 224
Phone: 1 300 300 224
Email: bookshop@cch.com.au

All orders must quote an order number and where possible the CCH customer number. Orders that do not include this information may be delayed or rejected. Orders should be in writing and may be sent by mail, fax or email.

Any queries about orders already placed must quote the CCH customer number, date of order, details of books ordered and bookshop order number. Please contact the CCH Customer Relationship Department (CRM) on 1 300 300 224.

These bookshop trading terms will apply to the exclusion of all other contractual terms submitted to CCH at any time. If for any reason other contractual terms nevertheless form part of the contract between CCH and the bookshop then, to the extent of any inconsistency, by submitting an order to CCH the bookshop agrees that these terms will prevail.

ACCOUNTS

Payment is due 30 days from date of Invoice.

RETURN OF STOCK

Overstocks

- CCH Australia will allow booksellers to return stock to the CCH warehouse at 62 Sutton St. Maryborough, Victoria 3465.
A return stock label with all CCH warehouse address details can be found on the CCH website www.cch.com.au, click on Education, then Bookshop.

CCH Australia will allow booksellers to return stock to the CCH warehouse subject to the following conditions:

- A Return Form must be completed and returned with the books. A copy of the Return Form must be inserted in all cartons. Your Return Form must quote the CCH Invoice number/s, ISBN, CCH code, title, quantity, reason for return and account number. A Return Form can be found on the CCH website www.cch.com.au, click on Education, then Bookshop.
- all returns must be made within 12 months of invoice date
- books returned must be in a RESALEABLE condition with all retailers marks, price stickers etc. removed.
- books with security stickers will be accepted for return provided the security stickers have been placed neatly inside the back cover and do not have the address of the retailer on them.

Overstocked books/old editions must be returned and a claim lodged **within 12 months** from invoice date. **CCH reserves the right to deny credit for books received after the due date. Only claims deemed valid by CCH will be credited.**

The payment of the return freight is the responsibility of the bookshop.

DAMAGED BOOKS

Please advise CCH CRM Department (1300 300 224) within **seven days** of any books that are received damaged in transit. If it is necessary for the books to be returned, the CCH CRM Department will arrange return of goods and the return freight will be paid by CCH. Damaged books must be returned **within 30 days** of shipment. **CCH reserves the right to deny credit for books received after the due date. Only claims deemed valid by CCH will be credited.**

DEFECTIVE BOOKS

Please advise CCH CRM Department (1300 300 224) of any books that are found to be misbound etc. If it is necessary for the books to be returned, CCH CRM Department will arrange returned of books. The return freight will be paid by CCH. Claims for defective books will be accepted **up to 12**

months from date of invoice. **CCH reserves the right to deny credit for books received after the due date. Only claims deemed valid by CCH will be credited.**

BOOKS SUPPLIED IN ERROR

Where CCH is responsible for supplying the wrong title, edition or binding etc. please advise CCH CRM Department (1300 300 224) immediately where upon collection will be arranged at CCH's expense. If the books are not available for collection **within 30 days, CCH reserves the right to refuse a credit.**

BOOKS SHORT SHIPPED

Please advise CCH CRM Department (1300 300 224) of any orders that are found to be short shipped. CCH must be advised of short shipped orders and a claim lodged within **30 days** of shipment. **CCH reserves the right to deny credit for claims received after the due date. Only claims deemed valid by CCH will be credited.**

LIMITATIONS

All expenses and implied warranties are excluded to the maximum extent permitted by law. CCH will not be liable for any consequential damages and/or loss.

GENERAL TERMS AND CONDITIONS

1. CCH may vary the price without notification. Orders will be supplied at the price prevailing at the date of delivery
2. The purchaser agrees to give notification of any change to address or ownership details prior to the order being placed. Failure to do so will deem goods are still payable.
3. CCH shall be at liberty to withdraw credit facilities offered at any time.
4. Any goods remain the sole property of CCH until such time as payment is received in full.
5. CCH reserves the right to take possession of any goods that:-
 - i) Payment has not been made after they are deemed due and payable
 - ii) After a liquidator or official manager is appointed over all or any of the assets.
 - iii) After a petition or winding up notice has been presented
6. CCH by its servants or agents is authorised to enter any premises owned, leased or otherwise occupied by reasonable force to obtain possession of these goods.
7. CCH will not be liable for any loss or damage to the goods after the time of delivery.
8. The purchaser will be liable for any outstanding debts under these circumstances
9. Acceptance of delivery is deemed to commence upon receipt of a signed delivery note by the purchaser or an authorised representative of the purchaser.