

Terms and Conditions

These Terms and Conditions apply to the supply of Products by Mittal Publications to you.

1. Credit and discounts

- 1.1 **New accounts.** If you do not have a credit account with us you may apply for credit via our Customer Credit Application. Credit will not be given unless and until your application is approved. We reserve the right to require financial statements and/or other reasonably requested information. Unless and until your application is approved, we will sell Products to you on a "cash in advance" basis.
- 1.2 **Credit limit and changes.** If your application is approved, we will determine a credit limit for you. In the event new orders exceed your limit, we reserve the right to put your account on hold while we re-evaluate your credit limit and/or pending your pay down of the credit account below the limit. We also reserve the right to change or terminate your credit terms, limit and availability at any time without notice to you, and all such requirements and/or decisions shall be in our sole discretion. We are not liable for any loss or damage suffered by you as a result of a change in, or termination of, your credit terms, limit or availability.
- 1.3 **Discounts.** The discount applicable to you is 40% based on our discount schedule.

2. Orders and pricing

- 2.1 **Orders.** All orders are subject to our acceptance. Publication dates, retail prices, titles and product specifications are subject to change without notice. Your acceptance of Products supplied by us constitutes acceptance of these Terms.
- 2.2 **Backorders.** Unless and until you request otherwise, if the Products that you order are out of stock but expected to be available at a future date, we will backorder your order and supply the Products when they are available. You must inform us in writing if you wish to have backorders automatically expire after a specific time period.

3. Delivery

- 3.1 **Delivery dates.** We will endeavour to deliver the Products by the date requested and at the delivery address supplied by you on your Customer Credit Application or otherwise agreed in writing; however, we are not liable for delays or failure of delivery.
- 3.2 **Products refused.** If you refuse delivery of Products that conform to your order, we are entitled to require you to pay an amount reasonably determined by us to recover our administration and other costs together with our loss of profits.
- 3.3 **Initial Inspection and Notice.** You will carry out an initial inspection of any Products delivered to ensure they are not Damaged or Defective and conform to your order. You must make any request for returns or credits within 14 days of Delivery in accordance with Section 5. After this period the Products will be deemed to have been accepted and you are obligated to pay for them in full.

4. Payment

- 4.1 **Payment terms.** You must pay (by cheque, cash or RTGS) in full for Products supplied by us on credit within 45 days of the date appearing on the invoice, or as otherwise agreed in writing. Payment must be accompanied by the remittance advice in order to be processed. You may not deduct returns claim amounts from your payments unless and until you have been issued a credit memo from us.
- 4.2 **Statements.** We will send statements to you each month. You are responsible for the reconciliation of your monthly payments to the relevant statement.
- 4.4 **Non-payment and default.** If any of your accounts become overdue, we reserve the right to place your account on credit hold without notice until all monies owed are paid in full. If you are placed on credit hold on two or more occasions, we reserve the right to indefinitely suspend or terminate your line of credit. Also, we reserve the right to require immediate payment of all outstanding amounts if you breach any of these Terms, our credit arrangements, or you make any misrepresentation to us.
- 4.5 **Collection costs.** You must reimburse any costs we incur to collect overdue amounts, including collection agents' or attorneys' fees.

5. Returns

- 5.1 **Damaged, Nonconforming and Defective Products.** We will accept returns of Damaged, Nonconforming and Defective Products from you provided:
 - (a) you return the Products (in the condition they were received) to us within 1 month of date of invoice or receipt of shipment.
 - (b) You include a detailed written claim of the Products (including the title, edition number, ISBN and quantity) and details of the type of damage or defect, if Damaged or Defective. Please be sure to include the Purchase Order number. Failure to provide this information could result in a credit calculated by default at our highest retail discount.
- 5.2 **Nonconforming supply and short supply.** We will accept the return of Nonconforming Products if you have complied with Section 5.1, and will replace the returned items with the items that should have properly been delivered. (A "charge only" invoice will be issued for the substitute item(s).) If you elect to keep the Products, we will credit you for any short supply if you notify us in writing with details of the shortage within 14 days of Delivery, and will resend and re-invoice the missing items as soon as possible at your request. If you do not want to keep Products you received in error, we will issue a Call Tag for items to be returned at our cost.

- 5.3 Out of Print Products.** We will accept the return of Out-of-Print Products, provided you return the front cover of each item within 12 months of the item becoming Out-of-Print. (Our catalogue is indicative only as to when a Product may be replaced). We will provide you with lists of Out-of-Print titles, which you may return in accordance with these Terms.) Any return of Products later than 12 months after a title has gone Out-of-Print will not receive any credit. We strongly recommend that you do NOT sell Out-of-Print Products as the content would be out-of-date and inaccurate.
- 5.4 Overstocks.** We will accept the return of active titles from you provided the Products are returned to us more than 3 months after Delivery in perfect resalable condition (including free from stickers and sticker residue) and free from any third party charge, lien, encumbrance or other third party right.

Please note: no credit will be given for stripped covers of current editions, even if Damaged or Defective.

- 5.5 No returns or credits without compliance.** You agree that we are not required to accept the return of any Products or provide credit to you unless and until you comply in full with these Terms.
- 5.6 Credits.** The Purchase Order number and, when possible, the invoice number must be quoted on all paperwork relating returns of any type, including your claim for credit. Returns will be credited against your account balance at invoice cost. We will endeavour to credit in the month that we receive the return. Credit is applied to account balance; no cash refunds are given.
- 5.7 Risk and cost of returns delivery.** Returns are at your risk until we acknowledge receipt and credit your account. The costs of all returns, including packaging, transportation and delivery, will be borne by you (other than for authorized returns of Damaged, Nonconforming or Defective Products pursuant to Sections 5.1 or 5.2).

6. Limitation of liability

To the extent permitted by law:

- (a) all statutory and implied conditions and warranties are excluded; and
- (b) if we are liable under any condition or warranty that cannot be excluded, our liability will be limited (in our discretion) to replacement of the Products or the supply of equivalent products.

7. General

- 7.1 Assignment.** You may not assign, license or otherwise deal with any right under these Terms without our written consent.
- 7.2 Amendment.** We reserve the right to amend these Terms from time to time at our sole discretion. The amended terms will take effect from the date that we notify you.
- 7.3 Entire agreement.** You agree that these Terms supersede any previous written or oral agreements and understandings with us and embody your entire agreement with us in relation to its subject matter.
- 7.4 Force Majeure.** We will not be responsible for failure to fulfil our obligations under these Terms due to causes beyond our reasonable control, including without limitation acts of God, acts of omissions of civil or military authority, fire, strikes, floods, riots, acts of terrorism, or wars.
- 7.5 Severability.** If any provision of these Terms is found to be invalid or unenforceable, such provision will be severed and the remainder of these Terms will be interpreted so as best to reasonably affect our intent.
- 7.6 Governing law.** These Terms shall be governed by construed and enforced in accordance with the laws of India as applied to agreements entered into and to be performed entirely within the State of Delhi, and in no event shall these Terms be governed by the United Nations Convention on Contracts for the International Sale of Goods. You hereby submit to the jurisdiction of the state courts located in Delhi, and agree that any suit by you shall be commenced in one of such courts.

8. Definitions

Customer Credit Application means the form of that name supplied by us to enable you to apply for credit.

Damaged means damaged and unfit for sale prior to Delivery.

Defective means unfit for sale due to a printing or manufacturing error.

Delivery means delivery to the address specified in your Credit Account Application or otherwise agreed in writing.

Mittal Publications, "we", "us" means Mittal Publications, F-83, Green Park (Main), New Delhi, India

Nonconforming means incorrectly supplied and not what was ordered.

Out-of-Print means travel guidebook Products that have been replaced by a new edition or title (that is, the new edition or replacement title is delivered to the Distributor) or Products which have been withdrawn from publication.

Overstocks means overstocked, slow moving Products.

Products means any product supplied by us.

Terms means these Terms and Conditions that constitute our agreement with regard to our sale of Products to you.