

## 1. DEFINITIONS

In these Terms and Conditions of Sale ("Terms"):

"Company": means John Wiley & Sons Singapore Pte. Ltd. (Company Registration Number: 197903460H);

"Contract" means each and every agreement for sale and purchase of the Company's Goods created when a Customer's purchase order is accepted by the Company in accordance with this Agreement.

"Customer": is a person or other legal entity contracting with the Company for the supply and delivery of the Goods by the Company;

"Goods": means books, printed sheets, printed cards, periodicals, cassettes, magnetic tapes, computer tapes, records, videos, discs, selling aids and all other items which the Company offers for sale.

## 2. OFFER AND ACCEPTANCE

- a. In response to any enquiry or request of the Customer, the Company shall advise the Customer of the Company's price, the quantum of orders the Company is able to accept, the expected delivery date, the manner of such delivery, the place of delivery as well as any other salient terms of the contract for the sale and purchase of the Goods.
- b. Once notified by the Customer by way of purchase order or other written notification, the Company shall be deemed to have accepted the Customer's order as set out in the Customer's purchase order in relation to the type of Goods, quantity of Goods and delivery method only, when the Company fulfils the order for the Goods, unless the Company has notified the Customer that these specific terms are not acceptable. The Company shall not have accepted any order and no Contract shall be effective until the Goods have been despatched by the Company.
- c. These Terms shall be deemed to be incorporated into any Contract with the Customer, in addition to any additional terms set out in the invoice or expressly agreed in writing. Any other terms or representations, including terms purporting to apply under a Customer's purchase order (apart from terms relating to the type of Goods, quantity of Goods and delivery method which have been accepted by the Company in accordance with clause 2(b)), are hereby expressly excluded. In the

event of any inconsistency between these Terms, any writings between the Customer and the Company ("Writings") and the invoice, the order of precedence shall be the invoice, and then the Writings and then the Terms, however the terms of the invoice shall prevail only to the extent of the inconsistency. Each order accepted shall be taken to be a separate Contract. No variation to these Terms shall be binding unless expressly agreed in writing between the Company and the Customer.

### 3. DELIVERY

- a. Delivery charges, levies, imposts or taxes are not included in the price of the Goods.
- b. All delivery dates indicated by the Company shall be estimates only and in no circumstances shall the Company be liable for late delivery. Moreover, the Company shall not be liable for delays in the circumstances as provided in Clause 3.f below (Force Majeure).
- c. The Company shall not be taken to provide loading or unloading facilities on delivery.
- d. A signed acknowledgement by the Customer's representatives or appointed shipping agent or courier company designated by the Customer upon delivery or collection shall be deemed due delivery of the Goods to the Customer and acceptance thereof by the Customer unless the Customer informs the Company in writing of any non-delivery or discrepancy (addressed to its Customer Service Department) within 14 working days of the delivery, together with a copy of the relevant invoice.
- e. If the Company shall be unable, through circumstances beyond its control (including without limitation lack of shipping instructions from the Customer), to deliver the Goods within 14 days after notification to the Customer or its agent that the Goods are ready for delivery, the Company shall be entitled to arrange storage on behalf of the Customer, whereupon delivery shall be deemed to have taken place, and all risk in the Goods shall pass to the Customer. Delivery to the Customer of the relevant warehouse receipt shall be deemed to be delivery of the Goods for the purposes of the Contract. All charges incurred by the Company for storage or insurance shall be paid by the Customer within 30 days of submission of an invoice by Company to the Customer for the same. Re-deliveries of the Goods due to the Customer's absence or refusal to accept delivery at the agreed delivery address shall be for the Customer's sole account.

- f. The Company shall not be under any liability for any failure to perform any of its obligations under any Contract due to Force Majeure. Following notification by the Company to the Customer of an event of Force Majeure, the Company shall be allowed a reasonable extension of time for the performance of its obligations. 'Force Majeure' means fire, explosion, flood, lightning, ash cloud, airport closures, disruption to sea routes, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike, or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.
  
- g. Unless otherwise expressly agreed by the Company in writing, the Customer shall be liable for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from Singapore and the importation of the Goods into another country.

#### **4. COPYRIGHT AND RE-SALE RESTRICTION**

- a. Goods sold are subject to copyright protection. In addition, Goods are sold subject to all territorial restrictions as indicated by the Company and the Customer shall ensure that it strictly adheres to these restrictions. The Customer shall not sell to any third party who it knows or reasonably ought to know is selling or exporting or likely to sell or export any Goods in breach of the territorial restrictions. The Customer agrees to cooperate with the Company in investigating any violations of territorial restrictions.
  
- b. If the Company is of the opinion that there is or has been any breach of territorial restrictions by the Customer (regardless of whether the Customer is cooperating with the Company in any investigations or otherwise), the Company, at its sole discretion, may elect to immediately terminate any and all Contracts with the Customer on giving written notice to the Customer, without incurring any liability for any loss, damage or loss of profits which may be incurred by the Customer. Any termination of any Contract shall not prejudice any right of the Company to sue for any breach pursuant to the Contract and these Terms.

#### **5. RETURNS**

Goods that are sold on a 'firm sale' basis as indicated in the on the relevant invoice or as otherwise agreed in writing are non-returnable. Other Goods may be returned to the Company within 12 months from date of the Company's invoice, provided that all returns are pre-authorised by the Company. The Customer should provide full information about the Goods they intend to return which includes title information, ISBN, invoice number and quantity. A Return Goods Authorisation ("RGA") will be issued by the Company for items

that are acceptable for return and all authorised returns must be accompanied by the RGA. Only authorised returns in saleable condition (such condition to be determined by the Company its sole discretion) shall be credited to the Customer for the amount set out in the RGA. Unauthorised returns (e.g. returns without an RGA) and authorised returns that are not in a saleable condition may be rejected and be sent back to the Customer or pulped at the Company's discretion and at the Customer's sole expense.

## 6. PRICES

The Customer acknowledges that the Company may change its prices without notice at any time and the final price of each Contract shall be based on the prevailing price as listed on <https://bookseller.sg.wiley.com> at the point in time when the relevant invoice is generated by the Company, notwithstanding any price set out in the Customer's purchase order. The delivery charge for delivery of the Goods shall be stated on the Company's invoice. The Customer shall pay the Company all applicable taxes, including Goods and Services Tax, as stated on the Company's invoice.

## 7. PAYMENT

- a. The Company shall invoice the Customer for the Goods and the amount payable stated on the Company's invoice shall be deemed conclusive and binding on the Customer.
- b. The Customer shall pay the Company's invoice in full, without any set off or deductions, within 30 days of the first day of the month immediately following the month which the Company's invoice is dated, unless otherwise expressly indicated by the Company on the invoice.
- c. No payment or any part thereof due to the Company may be withheld or delayed by the Customer for any reason without the prior written agreement of the Company, which shall only be granted where the Customer has notified the Company of any non-delivery or discrepancy in accordance with clause 3.d (whichever is applicable) and there is manifest error.
- d. The Customer shall bear all related bank charges in relation to any payment made to the Company, including any bank charges incurred by the Company on receiving the funds.
- e. The Company reserves the right, without prejudice to any other right or remedy available to the Company, to charge interest at the rate of 12% per annum on all

overdue sums owing to the Company, accruable and calculated on a daily basis from the due date to the date of full repayment (both before and after judgement).

- f. All costs, legal expenses or any other sums incurred by the Company in enforcing any of the terms of any Contract with the Customer, including recovering overdue debts, shall be charged to the Customer.

## **8. RISK**

All Goods supplied by the Company are at the Customer's risk from the time they are delivered to the relevant delivery address or, if the Customer is responsible for collecting the Goods, from the time they leave the Company's premises. The Customer will be responsible for insuring the Goods while they are at its risk and the Customer agrees that section 32(3) of the Sale of Goods Act (Cap. 393) shall not apply to Goods provided by the Company.

## **9. RETENTION OF TITLE**

- a. In spite of delivery of the Goods or any part thereof having been made, property in the Goods shall not pass from the Company as seller to the Customer as purchaser, until the Customer has made full payment of the total purchase price of the Goods to the Company and all other amounts on any account whatsoever due from the Company to the Customer have been made in full.
- b. Until the passing of property under clause 9.a above, the Customer shall be the bailee of the Goods for the Company and shall keep the Goods in its possession and control, intact and in good condition and shall not dispose of, charge or incumber any of the Goods, except that the Company licenses the Customer to dispose of the Goods on arm's length terms in the ordinary course of business.
- c. Until such time as title in the Goods passes to the Customer (and provided the Goods have not been resold), the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company. If the Customer fails to deliver up the Goods as requested by the Company, or payment is overdue in whole or in part, or any of the events of insolvency or lack of creditworthiness as set out in clause 11.a. occur, the Company or any third party appointed by the Company may (without prejudice to any other rights) enter upon the Customer's premises or the premises of any third party where the Goods are stored, for the purpose of removing, recovering, recalling or retaking possession of the Goods from the premises.

- d. At the Company's request, the Customer shall furnish all relevant information about the location of the Goods and support and reimburse the Company for any costs and expenses incurred in securing the Company's title to the Goods.
- e. If for any reason reservation or retention of title is not permitted by the applicable law of the country where the Goods are located, the Company may demand that the Customer provide or furnish to the Company, any other form(s) of security available at law to the Company, and the Customer shall be obligated to collaborate in and undertake all measures necessary and legally permissible to secure the Company's claims to the Goods, and to notify the Company immediately if third parties assert claims, liens or charges which endanger the Company's title to the Goods.

## 10. COMPANY'S LIABILITY

- a. The Company does not make or give any warranty, representation or undertaking as to the fitness of purpose of the Goods or that the Goods are not defamatory, injurious, obscene, unlawful or in breach of copyright. The Company's liability for any other damage arising from any negligence of the Company in the performance of the Company's obligations under any Contract is expressly excluded to the greatest extent permitted at law.
- b. For any liability not excluded, the Company's total liability under contract, tort (including negligence or breach of statutory duty) or otherwise for any Contract shall be limited to the purchase price of the Goods payable under that Contract.
- c. The Company shall not be liable in any event for any indirect or consequential loss or damage (including but not limited to economic loss, loss of profits or opportunities or anticipated profits or revenues or loss of data) arising in any way from the performance of the Company's obligations under any Contract.
- d. Without prejudice to the foregoing provisions of this clause, claims for any damage to or shortages in Goods delivered must be notified to the Company within 14 working days as specified in clause 3.d. Written notice of all other claims must be given to the Company within 5 working days of the invoice date and a copy of any claim must be sent to the Customer Service Department. On no account will claim be considered if notified outside these periods.

## 11. TERMINATION

- a. On the occurrence of any of the following:

- i) if any sum due from the Customer to the Company shall remain unpaid for more than **fourteen (14) days** after becoming payable (irrespective of whether a formal demand has been made); or
- ii) if the Customer has breached any of the Customer's obligations under the Contract; or
- iii) if the Customer shall make any assignment for the benefit of its creditors or enter into any arrangement with its creditors by composition or otherwise or be unable to pay its debts as defined in the Bankruptcy Act (Cap 20) or have a receiving order made against it or suffer any distress or execution to be levied on its goods or if a petition has been presented against the Customer to wind up the Customer or if a petition has been presented to appoint a receiver or judicial manager in respect of the Customer;

then the Company shall be entitled to immediately terminate any Contract then subsisting with the Customer.

- b. Notwithstanding any other provision in these Terms and notwithstanding any acceptance of the Customer's orders for the Goods, the Company may terminate any Contract upon giving one (1) month's written notice to the Customer at any time.
- c. The termination of any Contract shall not affect any rights or obligations of the parties hereto arising prior to such termination and the Company shall not be liable for any loss or damage caused to the Company due to any termination. On termination, the Company may retrieve all Goods from the Customer and the costs of such retrieval shall be for the sole account of the Customer.

## 12. TAXES

Except otherwise mentioned, all duties, levies, imposts or taxes levied in connection with the sale of Goods shall be borne by the Customer, unless otherwise agreed by the Company in writing. Customers shall cooperate fully with the Company in managing the withholding, reporting and payment to government and/or tax authorities where applicable (whether sales, use, goods and services, value added, or other similar tax or levy, on sales of the Company's Goods (collectively, "Taxes")), as follows: Customers shall charge to and collect from Taxes in all jurisdictions that require payment of Taxes on sale of Goods by the Company in accordance with the laws of each jurisdiction. Customers shall be responsible for remitting and reporting to the appropriate government and/or tax authorities in a manner and within the timeline prescribed under the relevant laws of the jurisdiction.

## 13. LAW & FORUM

- a. All Contracts under these Terms shall be governed by and construed in accordance with the laws of Singapore, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11 1980.
- b. All disputes shall be submitted to the non-exclusive jurisdiction of the Singapore Courts or at the sole election of the Company, to be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English.

## 14. GENERAL

- a. The illegality or unenforceability of any provision in these Terms shall not affect the validity and enforceability of the remainder of the Terms and if any part of any term is held to be invalid but would be valid if part of the wording were deleted or modified then that provision shall apply with such modification as may be necessary to make it enforceable.
- b. Each party will keep these Terms, in so far as they relate to pricing, discount and volume, strictly confidential and will not disclose this information to any other party unless required by law.
- c. Any notice or documents sent to or served under or otherwise in connection with any Contract shall be sufficiently sent to or served on the Customer if the same is forwarded to the Customer via electronic means to the Customer's electronic platform address of its representative/s or sent to its registered address or office premises by registered post and any notice shall be sufficiently served on the Company if sent to the Company's registered office by registered post unless the Company otherwise agrees. A notice or document sent by electronic means shall be deemed to have been issued immediately. A notice or document sent by registered post shall be deemed to have been given two (2) working days after it has been sent. In the event of any action or proceedings in respect of any Contract, the Customer agrees and accepts that any document which is not required by written law to be served personally shall be sufficiently served on the Customer if forwarded to the Customer by registered post at the principal place of business or last known place of business of the firm or the Customer's registered office if a body corporate or the Customer's last known address if an individual.



- d. Any version of these terms provided in any language other than English is provided for reference only, and the English language version shall be deemed to be the binding and final version.

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