



RETAILERS APPLICATION FORM

GARDNERS CREDIT ACCOUNT

Gardners, 1 Whittle Drive, Eastbourne, East Sussex, BN23 6QH | www.gardners.com | newaccount@gardners.com

SHOP INFORMATION Please complete in BLOCK CAPITALS

| | | | | | | |
|---|----------|------------|------------------------------|-----|-------------|-------------|
| Tick which type of account you are applying for | | Book | eBook | | | |
| Shop Name | | | Business Name | | | |
| Website URL | | | | | | |
| Type of Business | Retailer | Wholesaler | PLC | LTD | Partnership | Sole Trader |
| Business/Invoice Address | | | | | | |
| Postcode | | | Age of Business | | | |
| Business Email | | | | | | |
| Manager Name | | | Buyer Name | | | |
| Buyer Tel Number | | | Booksellers Teleordering SAN | | | |

DELIVERY & INVOICE INFORMATION

| | | | |
|---|---|-----------------------------------|--------|
| Delivery Address | <small>If different to Business/Invoice Address</small> | | |
| Postcode | | Invoices sent as pdf? | Yes No |
| Invoice Email Address | <small>if different to business email address listed above.</small> | | |
| Telephone Number | | Mobile Number | |
| Statement Email | | | |
| Statement Post Address | | | |
| Postcode | | Country | |
| Accounts Manager | | Telephone Number | |
| VAT Number | | | |
| Total Projected Annual Turnover With Gardners | | Maximum Credit Required Per Month | |

*International Customers Only

| | | |
|-----------------------|--|---|
| Name of Shipper | | |
| UK Address of Shipper | | |
| Postcode | | Country |
| EORI Number | | UKIMS Number <small>Northern Ireland Only</small> |

*Limited Company or PLC Only

| | | |
|---------------------------|--|-------------------|
| Registered Office Address | | |
| Postcode | | Country |
| Telephone Number | | Mobile Number |
| Email Address | | Registered Number |



ALL PARTNERS, DIRECTORS AND PROPRIETORS

| | | |
|---|------------------|---------------|
| 1 | Name | |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |
| 2 | Name | |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |
| 3 | Name | |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |
| 4 | Name | |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |

BANKERS

| | |
|------------------|---------------|
| Name | |
| Address | |
| Postcode | Country |
| Telephone Number | Email Address |

TRADE REFERENCES

| | | |
|---|------------------|----------------|
| 1 | Name | Account Number |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |
| 2 | Name | Account Number |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |
| 3 | Name | Account Number |
| | Address | |
| | Postcode | Country |
| | Telephone Number | Email Address |



FURTHER SHOP INFORMATION

| | | | | |
|---|--------------------------|------------|-------|--|
| Do you trade at a physical shop? | Yes | No | | |
| Square footage and position of shop | | | | |
| Number of outlets | | | | |
| (If more than one, please provide details separately) | | | | |
| Do you trade online? | Yes | No | | |
| Online - Own Website | | | | |
| Online - Market Trader (please specify) | Amazon | Ebay | Other | |
| Are you involved in other specialist interests? | Library or school supply | Mail Order | Other | |

DELIVERY OPTIONS

We offer free next day delivery as standard in the UK providing a minimum order value has been met. Additional delivery options may be available for an extra charge. International delivery rates apply and can be provided upon request.

| | | | | |
|--|-----|----|--|--|
| Do you require back orders? | Yes | No | | |
| Do you wish to accept Saturday deliveries? | Yes | No | This may be a chargeable service Only available to customers in the UK | |
| Do you require dropship / Home Delivery Service? | Yes | No | | |

REFERRAL

| |
|----------------------------------|
| How did you hear about Gardners? |
|----------------------------------|

REQUEST MORE INFORMATION

| | | | | | |
|---|-----|----|--|-----|----|
| Monthly New Titles Catalogues | Yes | No | Gardlink & EPOS Stock Management System | Yes | No |
| Marketing Email Updates | Yes | No | Bibliographic Data For Internet Use | Yes | No |
| Home Delivery (Fulfilment On Your Behalf) | Yes | No | FTP Ordering & Bibliographic Information (EDI) | Yes | No |

GARDNERS BOOKS LIMITED TERMS AND CONDITIONS OF BUSINESS

Please read carefully and sign on last page

DEFINITIONS

| | |
|--|--|
| Agreed purposes: | the delivery of Goods to the Customer and the Customer's customers under this Contract. |
| Conditions: | the terms and conditions set out in this document as amended from time to time in accordance with clause 16 |
| Contract: | the contract between Gardners and the Customer for the sale and purchase of the Goods in accordance with these Conditions. |
| Customer: | the person or firm who purchases the Goods from Gardners. |
| Data Protection Legislation: | the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); |
| Firm Sale: | Goods that are supplied on a no-returns basis as further detailed in clause 10.2. Once ordered, these cannot be cancelled and if returned, no refund will be issued. |
| Imperfect/Faulty Book/DVD: | Goods that have a been manufactured incorrectly such as a page printed upside down or an item not performing the purpose it was designed for. |
| Damages: | A product that has been mishandled during transit or during packing process. |
| Force Majeure Event: | an event or circumstances beyond a party's reasonable control. |
| Gardners: | Gardners Books Limited (registered in England and Wales with company number 02010127) and with its registered office at 1 Whittle Drive, Eastbourne, East Sussex, BN23 6QH, UK |
| Goods: | the goods (or any part of them) set out in the Order. |
| LVOS: | Low Value Order Surcharge |
| Order: | the Customer's order for the Goods. |
| Stock | Goods which are held in stock by Gardners, as set out in Gardners current stock catalogue. |
| UK Data Protection Legislation: | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. |

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

1. **GENERAL**
- 1.1 Gardners is prepared to supply the Customer with books, DVDs, CDs, eBooks and other goods on the basis only of these Conditions. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 1.3 The Order shall only be deemed to be accepted when Gardners issues a written acceptance of or otherwise processes the Order, at which point the Contract shall come into existence.
- 1.4 Any samples, descriptions or advertising produced by Gardners and any descriptions or illustrations contained in Gardners' catalogues, brochures or websites are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the contract nor have any contractual force.
- 1.5 Gardners are a seller of Goods only. Gardners does not have any intellectual property in the Goods being sold and accepts no responsibility for the contents of the Goods, their accuracy, or any opinions expressed therein. Gardners has no control over the contents of the Goods sold.
2. **PRICES AND TRADING DISCOUNTS**
- 2.1 Unless otherwise agreed by Gardners in writing, the price for the Goods shall be:
- 2.1.1 the price set out as the retail/dealer price on the date of despatch;
- 2.1.2 less any discount agreed between Gardners and the Customer, as may be amended from time to time;
- 2.1.3 plus any applicable small order surcharge for orders which are below the published minimum order volume or value;
- 2.1.4 plus the cost of delivery calculated in accordance with Gardners' delivery policy and tariffs;
- 2.1.5 plus any additional value added tax and all costs, taxes or charges in relation to sourcing, packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay if applicable when it is due to pay for the Goods.
- 2.2 An invoice setting out the price payable for the Goods despatched will accompany the Goods on despatch, or will (in circumstances agreed with the Customer) be sent via electronic data interface (EDI).
- 2.3 Special Order Service (SOS) titles (i.e., titles which are not Stock or GXC (Gardners Extended Catalogue/Virtual Stock) titles) are sold on a Firm Sale basis and can't be cancelled once ordered. Books will be shipped as a Backorder when they arrive. Retail prices are latest advised and may vary. Discounts and surcharges may apply on individual transactions.
- 2.4 GXC titles are available to order under the same terms and conditions as Stock titles.
- 2.5 DVD titles are as shown on our website and in our daily data files as dealer or promotional prices. DVDs will be supplied to credit account holders at agreed discounts off the prices stated on our website and data files.
3. **DATA SERVICES**
- If the Customer wishes to use the Gardners product database as part of its website, service platform, or internal system it may only do so by entering into a licence agreement with us. The licence can be requested from Gardners and once received should then be completed and returned. Gardners can decide at their discretion whether to enter into such licence.
4. **ORDERS AND DELIVERY OF B2B - BUSINESS TO BUSINESS ORDERS - ACCOUNT CUSTOMERS**
- 4.1 Gardners will accept telephone orders during the office hours stated on our website. Answerphones are in operation outside these hours. Calls may be recorded for quality and training purposes. Customers using Gardlink, fax or electronic ordering can order 24 hours a day, seven days a week or visit our website at www.gardners.com.
- 4.2 Gardners offer a next working day delivery service to most UK mainland addresses for orders placed Monday to Friday. If the Customer does not require a next working day delivery or is unable to accept a next-day delivery, the order will be dispatched by Gardners as soon as practicable or held for dispatch to the Customer's reasonable requirements. If the customer requires a delivery time such as pre noon this is a premium service and additional charges may apply.
- 4.3 Carriage on all deliveries within the UK mainland will be paid by Gardners on all Monday to Thursday orders over £150.00 retail for book accounts and over £150.00 at dealer price for DVD accounts, or a combination of the two for mixed deliveries. Carriage on all deliveries within the UK mainland will be paid by Gardners on Friday orders over £250.00 retail for book accounts and £250.00 at dealer price on DVD accounts for Saturday delivery. UK mainland orders required for delivery Monday to Friday below £150.00 retail and for Saturday delivery below £250.00 and above £75.00, will be dispatched with a LVOS £3.50 delivery charge. UK mainland orders below £75.00 retail can be dispatched with a LVOS delivery charge of £5.00. Orders for The Republic of Ireland and Northern Ireland will be dispatched Monday to Friday at a charge of £7.00 per consignment plus any LVOS charges that apply as described for mainland UK orders.
- 4.4 Customers eligible for free next-day delivery may upgrade to a pre-noon service at £1.00 per box. If delivery is not made by 12:00 PM (noon) and this is confirmed by the carrier, a £1.00 per box credit will be applied to the customer's account. This service is optional and can be added or removed by contacting your account manager.
- 4.5 Order values are calculated at invoice values on despatch.
- 4.6 Backorders are supplied at the price on despatch, not at the price when ordered.
- 4.7 Saturday orders will be despatched for Monday delivery, excluding Public holidays.
- 4.8 A small low value surcharge will be levied on all orders below the minimum values as stated above, unless otherwise agreed with the Customer.
- 4.9 It is the Customers responsibility to observe Embargo and industry 'on sale' dates.
- 4.10 International customers should contact our dedicated International Sales team for full details of terms of delivery.
5. **ORDERS AND DELIVERY OF B2B - BUSINESS TO BUSINESS ORDERS - CREDIT CARD CUSTOMERS**
- 5.1 Gardners will assess and determine whether the Customer will be offered a credit card only account. Credit card only accounts will only be available to Customers residing in the UK and with a credit or debit card registered to a UK address. The remainder of this clause 5 shall apply to sales to credit card account holders only. Where there is any conflict between this clause 5 and the remainder of these Conditions, this clause 5 will prevail.
- 5.2 Discount terms may be agreed with credit card account holders.
- 5.3 Orders from credit card account holders must be placed via our website, www.gardners.com, they cannot be placed via telephone.
- 5.4 Only Stock items will be available to purchase and all items sold will be Firm Sale.
- 5.5 Payment will be taken in full at the point of order. Card details will need to be entered (using a 3D secure process) at the point of each order.
- 5.6 There will be a maximum order value of £1,000 per day.
- 5.7 Prices shall be as displayed on our website at the point of order. Standard delivery charges as set out in clause 4.3 shall apply.
- 5.8 In the event of any damages or shortages, refunds will be made to the original payment card and this will represent the extent of Gardners liability for the same.
- 5.9 Delivery shall be at the account address only and orders will be despatched same day.
- 5.10 There will be no ability to place any orders for direct despatch to the Customer's customers.
- 5.11 Gardners shall be entitled to close any credit card account at any time, including but not limited to when any transaction results in a chargeback.
6. **ORDERS AND DELIVERY OF B2C - BUSINESS TO CUSTOMER FULFILMENT ORDERS**
- 6.1 Any such orders processed must be made through Gardners approved electronic methods.
- 6.2 The Fulfilment Services provided are as described in the Gardners Books Fulfilment Price List which is available on request from Gardners.
- 6.3 If Fulfilment orders for physical products are received by Gardners before 16.00 Monday to Friday, Gardners will use its reasonable endeavours to despatch the order on the same day, unless exceptional circumstances or peak volumes make this unachievable. Orders received after 16.00 Monday to Friday and during Saturday and Sunday, will be despatched on the next available collection.
- 6.4 Titles ordered under our Special Order Service (S.O.S.) and specific titles within our stock range which are supplied on a Firm Sale basis will not be credited if returned to Gardners. Although Gardners will, on request from you, do all it can to cancel those titles not required by you, if the titles subsequently arrive at Gardners premises, they will be despatched to your premises and invoiced accordingly. In such circumstances no fulfilment charge for despatch to your customer will apply.
- 6.5 If Firm Sale titles are returned to Gardners (P.O. Box Service) by your customers, these will be despatched to your premises or disposed of, but not credited to your account.
- 6.6 Products in Gardners current stock catalogue which are received but are no longer required can be returned to Gardners under the returns conditions as stated in clause 10 below.
- 6.7 All P.O. Box returns will be processed with a service charge per parcel as detailed in our Fulfilment Price List.
- 6.8 All inserts must be provided with a readable EAN 13 barcode and will be processed with a service charge per insert, as detailed in our Fulfilment Price List.
- 6.9 An optional 'gift wrapped' service is available with a service fee per book, as detailed in our Fulfilment Price List.
- 6.10 Where available, proof of delivery is available via www.gardners.com. If hard copy P.O.D.s are required these are chargeable, as detailed in our Fulfilment Price List.
- 6.11 It is your responsibility to ensure that the customers delivery details for fulfilment orders are properly recorded and contained within the Gardlink database on your computer or within the FTP order.
- 6.12 Gardners will assist with any claim for non-delivery or damage, but does not provide any insurance or liability beyond that which is available from the shipper involved.
7. **DELIVERY**
- 7.1 Gardners shall deliver the Goods to the location set out in the Order (Delivery Location). Gardners may use a third party courier to deliver the Goods. Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 7.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Gardners shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Gardners with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.3 If Gardners fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Gardners shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Gardners with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.4 If the Customer fails to accept delivery of the Goods within three Business Days of Gardners notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Gardners' failure to comply with its obligations under the Contract:
- 7.4.1 delivery of the Goods shall be deemed to have been completed at 9:00am on the third Business Day after the day on which Gardners notified the Customer that the Goods were ready; and
- 7.4.2 Gardners shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 7.5 If ten Business Days after the day on which Gardners notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Gardners may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 7.6 Gardners may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
8. **AUTO DUES RELEASE**
- 8.1 Gardners ordering system holds titles unavailable at the time of ordering (unless the Customer specifically request, that backorders are not recorded) and then despatches these books when the Customer's next order arrives at Gardners.
- 8.2 In instances where no business to business book order has been received for the previous 15 days or no business to business Entertainment order has been received for the previous 10 days, these orders will be released and despatched to the Customer to avoid further delay.
- 8.3 If the value of the Customer's book order is below the carriage paid threshold, Gardners' system can, at the Customer's request, bulk all the Customer's book orders until a value of £150.00 or £250.00 on Friday at retail is reached or until the Customer's next book order arrives. If after a further 10 days, Gardners have received no further book orders from the Customer (at this stage the Customer's orders will have been held in stock for 25 days) the Customer's goods will be despatched on the next automatic dues release, and the relevant delivery charge will be applied. The Customer should contact its Customer Care Representative for more information and to set the system to your requirements.
9. **PAYMENT**
- 9.1 Payment for all orders must be made within 30 days of statement date for all accounts. Thereafter (without prejudice to any remedies available to Gardners) interest on payments due will accrue at the rate of 4% per annum over the Lloyds Bank PLC base rate from time to time until payment in full is received from the Customer.
- 9.2 Notwithstanding the above, payment for all orders shall become due immediately in the event that the Customer is adjudged bankrupt or insolvent, has a receiver or administrator appointed over its assets or enters into any composition with its creditors. If your account exceeds our agreed payment terms at any time, the full balance will become due immediately.
- 9.3 Any goods purchased shall remain the property of Gardners until full payment has been made.
- 9.4 Monthly payments can be paid through the Booksellers Clearing House, 'Batch' if required. Payment can be made by bank transfer. Please send remittance advice to our Accounts Department. Our bank details are: Lloyds Bank, 104 Terminus Road, Eastbourne, East Sussex. Sort Code: 30-92-86 Account No: 00904220.
- 9.6 Customers without a credit account may purchase goods which are in stock, by cheque, Visa or Mastercard, providing the value exceeds £150.00.
- 9.7 Credit accounts are available for Customers purchasing a minimum of £1,000.00 net invoice value per annum.
- 9.8 International customers should contact our dedicated International Sales team for full details of terms of supply.
10. **RETURNS ALLOWANCE & PROCEDURE**
- 10.1 All returns enquiries should be made via Returns Authorisation software on Gardlink or www.gardners.com or directly to the Sales Support team, either by fax on +44 (0)1323 521666, by telephone on +44 (0)1323 521777 or, via email to uksales@gardners.com or international@gardners.com. Gardners offers a privilege returns allowance for Customers quarterly on the following dates: January 1st, April 1st, July 1st and October 1st. The Customer's returns allowance is based on 5% of the retail value of books or dealer value for entertainment products, of the amount the Customer has spent with Gardners in the 3 months preceding one of the Returns dates listed above. This figure is calculated across the Customer's stock, new title and Customer order purchases. Product, no more than 20% of an individual title may be returned. The procedures for returns are as set out in the returns procedure section in our website. All returns must be in mint condition, and books must have been purchased from Gardners within the past 12 months and entertainment product purchased from Gardners within the past 3 months. Once a returns authorisation has been raised all product must be returned within 60 days or the return will be rejected. Please note that overstock returns should be returned to Gardners carriage paid.
- 10.2 Firm Sale titles cannot be returned. Definition of a Firm Sale title is as follows: All titles that become O.P. (Out of Print) are Firm Sale. All S.O.S. (Special Order Service) titles and titles indicated as 'Firm Sale' in our catalogues, publications or by other methods are supplied firm sale. Unused privilege returns cannot be carried forward.
- 10.3 Any non-authorized goods Gardners receive WILL be returned to the Customer and subject to a £6.00 per box + VAT handling charge. Books and DVDs cannot be returned mixed in the same box as book and DVD credits are processed on separate accounts.
11. **IMPERFECT/FAULTY BOOKS AND DVDS, DAMAGES CLAIMS**
- Any products that are supplied in a damaged or imperfect/faulty state will be replaced, requested for return, or credited at the discretion of Gardners, and this will represent the extent of Gardners' liability for the same.
- For damaged products or shortages, the Customer must report this to the Gardners Sales Support Team within 5 working days of receiving the products, and the goods should be returned within 4 weeks.
- You can report the items using one of the following methods:
- Telephone: +44 (0)1323 521777
 - Email: uksales@gardners.com or international@gardners.com
 - In writing to: Gardners Books, 1 Whittle Drive, Eastbourne, East Sussex BN23 6QH, UK
- If the Customer does not contact Gardners within those 5 working days, Gardners will not be able to accept responsibility for damages or shortages.
- For imperfect/faulty products, the Customer must register the imperfect/faulty claim within 6 months from the invoice date, and proof of fault must be provided. Claims submitted after this 6-month period, or without supporting evidence, cannot be accepted.
- The Customer should not return any products that have not been logged with a Gardners Sales Office Representative, as credit notes for such products will not be issued.
- Products can be returned to Gardners, if appropriate, at Gardners' cost. Collection arrangements can be made through the Gardners Books Sales Support Team.

When returning damaged or imperfect/faulty products, the Customer should ensure that they are packed separately from any other returns being made at the same time.

12. LIABILITY AND TERRITORIAL RESTRICTIONS

- 12.1 Notwithstanding the delivery times set out in these terms of business, whilst Gardners will use its reasonable endeavours to deliver orders as soon as possible, it accepts no liability for late delivery.
- 12.2 Gardners will not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or loss of profit in respect of any Order or otherwise under or in connection with the Contract. Gardners' total liability to the Customer in respect of all other losses shall, to the full extent permissible by law, in all circumstances, be limited to the net invoice value of the Goods to which the claim relates.
- 12.3 Nothing in these Conditions shall limit or exclude Gardners' liability for:
- 12.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 12.3.2 fraud or fraudulent misrepresentation;
- 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 12.3.4 any matter in respect of which it would be unlawful for Gardners to exclude or restrict liability.
- 12.4 In so far as any software or hardware is provided by Gardners to the Customer all intellectual property rights in the same shall as between the Customer and Gardners belong to Gardners and the Customer shall not alter, modify or otherwise tamper with the software or the hardware. Upon the Customer ceasing to be an account holder the Customer shall either return the software and hardware to Gardners or if so required by Gardners destroy or delete them.
- 12.5 All products (including digital products) are sold by Gardners strictly on the basis that the Customer accepts and respects the publishers intellectual and territorial rights. Whilst Gardners will provide information to the Customer about any territorial restrictions that apply to any Goods (as notified to Gardners by the originating publisher/distributor or bibliographic data provider), as set out in clauses 12.6 and 12.7 below, full responsibility for complying with any such restrictions lies with the Customer. Gardners shall not be liable to the Customer or any third party for any errors in the territorial restrictions communicated to Gardners.
- 12.6 On Gardners provided systems such as Gardlink and www.gardners.com Gardners will indicate the territorial rights restrictions notified by the publisher in respect of any retailer residing in a restricted market.
- 12.7 For retailers where Gardners provides a datafeed of product, Gardners will also provide details of restricted markets notified to it and require the licensed retailer to specifically agree not to sell restricted goods into restricted markets and to comply with local market legal requirements as a condition of the data licence and fulfillment service terms and conditions. Gardners accepts no liability for errors in the information provided or for any infringements.
- 12.8 The Customer shall indemnify Gardners against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Gardners arising out of or in connection with the Customer's failure to comply with any territorial restrictions which apply to the Goods.

13. INTERNATIONAL CUSTOMERS

- 13.1 Gardners may in the course of its business enter into a contract to supply Goods to a Customer who resides or is based outside of Great Britain.
- 13.2 In the event that Gardners supplies Goods to a Customer who resides or is based outside of Great Britain, the Customer agrees to pay and accepts all liability for:
- 13.2.1 import duties and fees;
- 13.2.2 taxes (including plastic packaging tax);
- 13.2.3 any fees payable to the relevant national authority under the national packaging compliance scheme of the country in which the Customer resides or is based; and any other fees, taxes or payments related to or in connection with the Contract.
- 13.3 The relevant duties, taxes and fees set out in 13.2 above may vary depending on the country in which the Customer resides or is based.

14. RETENTION OF TITLE

- 14.1 The risk in all goods purchased by the Customer will pass to the Customer upon delivery. However, until full payment has been received by Gardners for all goods supplied by them to the Customer, all Goods supplied to the Customer shall remain the property of Gardners. Until such time the Customer shall hold the goods as bailee for Gardners and ensure that at all times such Goods be readily identifiable as being the goods of Gardners.
- 14.2 If a Receiver or Administrator or Trustee in Bankruptcy is appointed over any of the Customer's assets, or if for any reason payment of the total price of the goods is not made on the due date, Gardners shall have the right with or without notice at any time thereafter to retake possession of all or part of its goods and to inspect and take copies of the Customer's records in so far as they relate to Gardners' goods and for such purpose authorised representatives of Gardners shall be entitled to enter upon any premises occupied or used by the Customer.
- 14.3 Notwithstanding the above, unless and until Gardners notifies the Customer to the contrary the Customer will be permitted to sell Gardners' goods which have not been paid for to third parties in the normal course of business on the understanding that the proceeds of any such sale shall be held by the Customer in trust for Gardners and shall be deposited in a separate fiduciary bank account which enables them to be identified exclusively as being Gardners' monies. The said monies shall not be withdrawn (except in paying Gardners) until Gardners has been paid in full by the Customer.

15. DATA PROTECTION

- 15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 15, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 15.2 Without prejudice to the generality of clause 15.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Gardners.
- 15.3 Without prejudice to the generality of clause 15.1, Gardners shall, in relation to any Personal Data processed in connection with the performance by Gardners of its obligations under this agreement:
- 15.3.1 process that Personal Data only for the Agreed Purposes unless Gardners is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
- 15.3.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal

Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 15.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 15.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or Gardners has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Gardners complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (d) Gardners complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 15.3.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 15.3.6 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- 15.3.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 15.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.
- 15.4 The Customer consents to Gardners appointing delivery agents as third-party processors of Personal Data under this agreement.

16. VARIATIONS AND HEADINGS

Gardners shall be entitled from time to time to make changes to these Conditions. Gardners' website - www.gardners.com - will always display the most recent version of the Conditions. The headings in these terms and conditions are for convenience only.

17. TERMINATION

- 17.1 Without limiting its other rights or remedies, Gardners may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 17.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- 17.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 17.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 17.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 17.2 Without limiting its other rights or remedies, Gardners may suspend provision of the Goods under the Contract or any other contract between the Customer and Gardners if the Customer becomes subject to any of the events listed in clause 17.1.1 to clause 17.1.4, or Gardners reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 17.3 Without limiting its other rights or remedies, Gardners may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 17.4 On termination of the Contract for any reason the Customer shall immediately pay to Gardners all of Gardners' outstanding unpaid invoices and interest.
- 17.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 17.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Contract by giving 2 weeks written notice to the affected party.

19. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

21. GOVERNING LAW AND JURISDICTION

- 21.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

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DECLARATION

I/We have read Gardners Books Ltd. terms and conditions of business as set out within this application form and agree to comply with them.

I/We understand that **your terms are strictly net within the agreed period of 30 days from the statement date** and that you will not despatch books/DVDs/eBooks to us if our account has not been cleared by that date, and that legal action may be taken to retrieve monies owed.

Signature

Name

Position

Date

When you have completed this form, please return all five pages to the following:

FAO Sales Administration, Gardners, 1 Whittle Drive, Eastbourne, East Sussex, BN23 6QH

For more information, contact us:

+44 (0)1323 521777 | fax: +44 (0)1323 521666 | newaccount@gardners.com | www.gardners.com

Gardners