



# WOODSLANE TERMS OF TRADE

*Updated Terms of Trade Effective August 1, 2020.*

## 1. ACCEPTANCE AND VARIATION TO TERMS OF TRADE

- a. Upon placement of your first order after receiving our acceptance of your account application, you become bound by these Terms of Trade and our acceptance.
- b. We can vary any aspect of these Terms of Trade by notice to you.

## 2. ORDERS FOR GOODS

- a. Orders may be submitted to us by mail, email, phone or by electronic data interchange (EDI). You need to specify your Account Number, and then for each book its ISBN, title and quantity. Unless you advise otherwise we will back order any goods that are not in stock at the time of receiving your order. Backorders automatically expire after 12 months.
- b. Backorders can be cancelled with one month's notice at any time by contacting customer service.
- c. Orders will be fulfilled as quickly as possible using all reasonable efforts, however we do not guarantee delivery dates or supply. We will not accept liability for any loss incurred by you as a result of any delay or failure to supply.
- d. We may decline to supply goods without notice where you are in breach of these Terms of Trade.
- e. Payment must be made with the order unless you have a credit account with us.
- f. Multiple orders to you will be merged unless specifically requested otherwise.

## 3. DELIVERY AND ACCEPTANCE OF GOODS

- a. You will be asked to sign a Proof of Delivery docket when our goods are delivered to you.
- b. Damage to goods must be noted on the Proof of Delivery docket & notified in writing to us within 7 days of delivery.
- c. If you subsequently find you have received mis-bound or misprinted books you should contact us regarding our return requirements.

## 4. PRICES

- a. The price we charge you will be our list price current at the date we dispatch the goods to you (less any discount).
- b. We may change our prices without notice.
- c. Our Australian listed prices include Goods and Services Tax.
- d. Our New Zealand prices exclude Goods and services tax unless otherwise specified.
- e. References to retail prices (usually RRP) on books are recommendations only and there is no obligation on us or you to comply with these prices.
- f. Fixed or minimum order freight and handling surcharges may apply to small orders. Refer to the website for current conditions and charges.

## 5. CREDIT POLICY

We may provide a credit account to customers depending on initial orders, trading and turnover history, and other criteria that we may consider appropriate from time to time.

### 5.1 Credit account

- a. You must complete the Woodslane Credit Application Form of which these Terms of Trade form part.
- b. We may vary those acceptance terms at any time based on your payment performance and any other criteria.
- c. If you breach any of these Terms of Trade we may suspend or otherwise vary supplies or credit to you without notice.
- d. You agree to notify us immediately if details in your application change including particularly anything that affects your ability to pay us when due.
- e. Any change of ownership must be notified to us within 7 days whereupon we may vary, suspend or terminate credit facilities.
- f. Credit balances arising as a result of returns are not repayable in cash, but can be applied against future credit purchases. They may not be applied against aged amounts owing and or overdue amounts.

### 5.2 Payment terms for credit account customers

- a. You must pay in full for all goods invoiced within the terms given.
- b. You can pay by direct deposit to our bank account or by credit card. Credit card payments may incur a service fee. Payments should be accompanied by an advice of the invoices being paid.
- c. Payments must be made in the invoiced currency to the account specified on the Invoice and statements.
- d. You cannot deduct from your payment the value of goods returned until a credit note has been issued by us.
- e. You must notify us in writing within 7 days of receiving our invoice if you dispute any aspect of the invoice otherwise you shall be deemed to have accepted it as correct and payable.

### 5.3 Overdue balances

- a. If your account is not paid by the due date we may suspend or cancel the supply of goods to you without notice

Woodslane Pty Ltd	ABN 76 003 677 549	10 Apollo St, Warriewood, NSW 2102
T: 02 8445 2300	F: 02 9997 5850	E: <a href="mailto:info@woodslane.com.au">info@woodslane.com.au</a>
		<a href="http://www.woodslane.com.au">www.woodslane.com.au</a>

- b. If we incur costs in enforcing or recovering debts owing by you then these costs shall be payable by you.
- c. We may charge interest on overdue balances owing by you.

#### **5.4 Retention of title and risk**

- a. Risk in the goods shall pass to you upon delivery and you shall insure the goods against loss and damage until you have paid us for them.
- b. Title in goods supplied to you does not pass until you have paid us for these goods and all other goods sold by us to you.
- c. Whilst any goods remain unpaid we reserve the right to enter your premises and retake possession of those goods.
- d. The sale or insurance proceeds received by you from the sale of our goods shall be applied to pay us any outstanding amounts due in respect of those goods.
- e. Woodslane reserves the right to register any credit account or debt with The Personal Property Security Registry (PPSR)

### **6. RETURNS**

#### **6.1 Reasons for which we will accept returns:**

All goods are sold firm sale however in the event a stock return is required the following applies.

- a. If goods are damaged prior to your receipt then you can return them to us within 7 days of delivery. If these are <\$50 net in total value per Invoice you may return only the back cover & title page.
- b. Quantities delivered are in excess of those ordered.
- c. We have specifically sold the goods to you on a sale or return basis

#### **6.2 Procedure for returns**

- a. You must provide our Customer Service staff with details of all goods being returned. Once approved we will provide a Return Authorisation (RA) that carries a unique RA number for each approval.
- b. Returned goods must be accompanied by a copy of the RA, and all returned cartons must be addressed to "Woodslane Returns". Each carton must have the Return Authorisation barcode (to be found at the bottom of your RA notification) fixed to the outside.
- c. Upon physical acceptance and processing of the returned goods we will Issue a credit note.
- d. Goods received that do not comply with our returns criteria will be rejected and returned to you at your expense (minimum charge \$10) without credit.

### **7. SALE OF BUSINESS / STORE CLOSURE**

- a. You undertake to give us written notice within 7 days of the sale or closure of part or all of your business.
- b. If you sell your business we will not accept returns that exceed the 25% allowance nor is a cash refund available for remaining credit balances. Credit balances can be transferred to the new owner at our discretion.
- c. If you sell any goods that were purchased from us to a buyer of your business, those goods shall be bound by these Terms of Trade. In addition all backlist titles shall be deemed to be firm sale and shall not be returnable for credit to the buyer.
- d. If you close your business returns will be accepted up to the maximum of either the 25% returns cap or the value of current purchases due for payment within the standard terms of this agreement. Cash refunds are not provided should the account go into credit.

### **8. LAW**

These Terms of Trade shall be interpreted under the laws of NSW, Australia.

### **9. DEFINITIONS**

'We' and 'us', and 'Woodslane' refers to Woodslane Pty Ltd (ABN 76 003677549)

'You' and 'Customer' refers to Woodslane's customer

'Goods' means any product supplied by us

### **10. CONTACT US (Any changes to these details will be updated on our website)**

**Woodslane Mailing address** PO Box 935 Mona Vale, NSW 1660, Australia  
**Customer Services:** Australian customers Ph 1800 803 443 (02 845 2300)  
New Zealand customers Ph +612 8445 2300  
Info@woodslane.com.au  
www.woodslane.com.au

These Terms of Trade are valid from **1<sup>st</sup> August 2020** and supersede all previously issued terms.