

CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 In these Conditions; "Buyer" means the person who accepts a quotation of the Seller for the sale of the Publications or whose order for the Publications is accepted by the Seller. "Publications" means British Standards international standards or other publications (including any instalment) which the Seller is to supply in accordance with these Conditions. "British Standards" means a standard published under the authority of the Seller. "Seller" means The British Standards Institution (BSI) incorporated under Royal Charter. "Subscribing Member" means a subscribing member of the Seller. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller. "Contract" means the contract for the purchase and sale of the Publications. "Express Service" means the fastest and most reliable transport carrier capable of reaching the destination. "Writing" includes telex, cable, facsimile transmission and comparable means of communication. "Consumer" means any natural person who is acting for purposes that are outside his or her business. 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Publication in accordance with any written quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller subject in either case to these Conditions which shall govern the Contract to the Exclusion of any other terms and subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer. 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and Seller. 2.3 The Buyer will be responsible for the selection of the Publications and any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the suitability, fitness for any purpose, application or use of the Publications is intended for guidance only and is followed or acted upon entirely at the Buyer's own risk. Accordingly, the Seller shall not be liable for any such advice or recommendation on 2.4 Subject to Clause 2.5, BSI will normally accept returns which have been incorrectly supplied or are in some way deficient. BSI is not obligated, however, to accept the return of goods correctly supplied. 2.5 There are different conditions for the return of goods by Consumers please refer to Clause 12 below.

3. ORDERS

3.1 Orders should be directed to the Seller's Sales Department at 389 Chiswick High Road, London W4 4AL. In the case of Buyers who are not Subscribing Members, payment by Credit Card is required. If the Buyer is unable to make payment by Credit Card, contact Customer Services on 020 8996 9001 for details of our Distributor network. 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer. 3.3 The quantity and description of the Publications shall be those set out in the Seller's quotation (if accepted by the Buyer), or the Buyer's order (if accepted by the Seller), but in either case the Publications shall be inclusive of any amendments issued by the Seller to date of despatch. 3.4 Subject to Clause 3.5, no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller. 3.5 There are different conditions for the return of goods by Consumers. Please refer to Clause 12 below. 3.6 Unless otherwise specified all Publications supplied will be to the current issue at date of despatch.

4. PRICE OF THE PUBLICATION

4.1 The price of the Publication shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of despatch of the order. The price listed will be increased by the charge (if any) made by the Seller for any amendments to a Publication issued to date of despatch. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer. 4.2 There is a minimum order charge at the rate set by the Seller from time to time. 4.3 Discounts at the rates set by the Seller from time to time are available to Subscribing Members and for educational purposes to UK education establishments and students attending such establishments and for bulk supplies of any one Publication. There are special terms for the purchase of complete sets of British Standards. 4.4 The Seller reserves the right, by giving notice so the Buyer at any time before delivery, to increase the price of the Publications to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of production), any change in delivery dates on quantities which is requested by the Buyer or any delay caused by any instructions of the Buyer on failure of the Buyer to give the Seller adequate information or instructions. 4.5 Except as otherwise stated under the terms of any quotations or as otherwise agreed in writing between the Buyer and the Seller all item prices are given by the Seller exclusive of any applicable cost for postage carriage and packing.

4.5 The total price quoted by the Seller is inclusive of any applicable value added tax and shipping costs.

5. TERMS OF PAYMENT

5.1 Non-members Payment is to be made on acceptance of quotation or with order. Receipts for payments will be issued on despatch of Publications. Time of payment of the price shall be of the essence of the Contract. 5.2 Subscribing Members Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Publications on or at any time after delivery of the Publications. The Buyer shall pay the price of the Publications (less any discount to which the Buyer is entitled without any other deduction) within one month of the date of the Seller's invoice. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only on request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: 5.3.1 cancel the contract and suspend any further deliveries to the Buyer; and 5.3.2 appropriate any payment made by the Buyer to such of the Publications (or the publications supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and 5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above LIBOR form time to time, until payment, in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. DELIVERY

6.1 Unless the Seller otherwise requires in writing or unless a Courier Service has been requested, delivery of the Publications shall be made by First Class Post to the address given on the quotation or order unless the order is too large for Post in which case the despatch will be made via UPS Parcel Service. For Courier Service orders received by 12:00 noon the Seller will use their best endeavours to despatch or the same day. For orders received after 12:00 noon the despatch will be made during the following working day. 6.2 Any dates quoted for delivery of the Publications are approximate only and the Seller shall not be liable for any delay in delivery of the Publications howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. 6.3 Where the Publications are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Seller to deliver any or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. 6.4 Subject to Clause 6.5, returns will not be accepted without previous authorisation in writing by the Seller. 6.5 There are different condition for return of goods by the Consumer. Please refer to Clause 12 below. 6.6 Claims for non-delivery of goods and damaged/faulty goods must be received within 30 days (for UK deliveries) and 60 days (for overseas deliveries) of the date of the invoice for those goods. Your statutory rights are not affected.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Publications shall pass to the Buyer upon delivery at the address given in Condition 6.1. 7.2 Notwithstanding delivery and the passing of risk in the Publications, or other provision these conditions, the property in the Publications shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Publications. 7.3 Until such time as the property in the Publications passes to the Buyer, the Buyer shall hold the Publications as the Seller's fiduciary agent and bailee, and shall keep the Publications properly stored, protected and insured and identified as the Seller's property. Until that time the Seller shall be entitled to apply the Publications but not to resell them, shall account to the Seller for any insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties. 7.4 Until such time as the property in the Publications passes to the Seller, the Seller shall be entitled at anytime to require the Buyer to deliver up the Publications to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Publications are stored and repossess the Publications.

8. RESTRICTION ON USE

8.1 The Buyer acknowledges that: 8.1.1 In calculating the price for the Publications the Seller has assumed there will be no resale market; and 8.1.2 to maintain state of the art in the Publications it is essential that users receive the current version of the publications; and 8.1.3 to provide adequate protection against copying by third parties it is reasonable to prevent alienation of the Publications. Accordingly, it is a condition of the Contract that the Buyer will not without the prior consent in Writing of the Seller resell, loan or part with possession of the Publications or any part of them. 8.2 Copyright subsists in the Publications. No part of a publication may be reproduced in any form without the prior permission in Writing of the Seller. 8.3 The restriction contained in Condition 8.2 does not preclude the Buyer in applying a Publication from making free use of necessary details such as symbols and size type of grade designations

including, without limitation, use by incorporating the same onto computer programs but the Buyer is precluded from selling, licensing or in a any way parting with possession of any resulting product including, without limitation, computer programs without consent in Writing from the Seller which if granted will be on terms including royalty.

9. WARRANTIES AND LIABILITY

9.1 The Seller accepts liability in respect of death or personal injury caused by the Seller's negligence. 9.2 British Standards are prepared under the direction of policy committees upon which bodies with substantial relevant expert knowledge or interest are represented. The Seller acts as secretary to those committees. All British Standards are made available for public comment before publication. British Standards are periodically reviewed with the intention of keeping content up to date. If the Buyer encounters an inaccuracy or ambiguity in a Publication, the Buyer will notify the Seller without delay in order that the matter may be investigated and any necessary amendment made to the Publication. Free supply of any such amendments shall constitute the full extent of the Buyer's rights and the Seller's liability for any such inaccuracy or ambiguity. Whilst all reasonable care is taken in the preparation and review of British Standards the Seller does not warrant that the content of the Publications is accurate or up to date or that the Publications are suitable for the Buyer's purposes. Subject as expressly provided in these Conditions and to the fullest extent permitted by law all warranties, conditions or other terms and duties implied by statute or common law are excluded. 9.3 the Buyer is responsible for ensuring: 9.3.1 that it obtains and uses the latest amendments or additions to Publications; and 9.3.2 where a Publication is incorporated into or referred to in a contract between the Buyer and a third party that the Publication is correctly applied under that contract. 9.4 The Buyer acknowledges that a Publication does not purport to include all the necessary provisions of a contract with a third party and that compliance with a Publication does not in itself confer immunity from legal obligations. 9.5 The Seller shall have no liability with regard to the content of use of any Publication which is not published under the authority of the Seller. The Seller will assign to the Buyer the benefit of any warranty given by the publisher to the Seller.

10. INSOLVENCY OF BUYER

10.1 This clause applies if: 10.1.1 The Buyer makes any voluntary arrangement with its creditor or becomes subject to an administration order or, (being an individual firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or 10.1.2 an encumbrancer takes possession, or if a receiver is appointed, of any of the property or assets of the Buyer; or 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly. 10.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer; and if the Publications have been delivered but not paid for the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary. 10.5 BSI reserves the right to make enquiries regarding credit status prior to making credit facilities available or at any other time it considers necessary, BSI also reserves the right to limit the amount of credit to be made available.

11. GENERAL

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other addresses as may at the relevant time have been notified pursuant to this provision to the party giving the notice. 11.2 No waiver by the Seller or any breach of the Contract by the Buyer shall be considered as waiver of any subsequent breach of the same or any other provision. 11.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the provisions of these Conditions and the remainder of the provision in question shall not be affected hereby. 11.4 The Contract shall be governed by the laws of England and the parties submit to exclusive jurisdiction of the courts of England.

12. CANCELLATION AND RETURNS BY CONSUMERS

12.1 Consumers have an unconditional right to cancel an order within a period of seven working days, beginning on the day after the day of receipt of the goods. 12.2 Notice of cancellation shall be made in writing by the Consumer by one of the following methods: post, fax or email. 12.3 In the event of cancellation, the Consumer it under a duty to restore the goods to the Seller and in the meantime take reasonable care of them and pay for any charges incurred to return the goods to the Seller.

Outside the period specified in Clause 12.1, no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement of the Seller. BSI is not obliged to accept the return of goods correctly supplied, but will normally accept returns which have been incorrectly supplied or are in some way deficient. Where the Seller does authorise and accept a correctly supplied Publication as a return, the Seller reserves the right to charge a handling fee for the return.