

CREDIT APPLICATION FORM

Cengage Learning Australia Pty Ltd
ABN 14 058 280 149 ACN 058 280 149

Level 7, 80 Dorcas Street
South Melbourne Vic 3205

Phone: 61-3-9685-4111
Fax: 61-3-9685-4197

Trading Name: _____ Registered Name: _____ Business Address: _____ Mailing Address: _____ Business: _____	Telephone: () _____ Fax: () _____ Mobile: _____ Email: _____ Web: _____ Accounts Contact: _____ Name: _____ Phone: _____ Fax: _____ Email: _____
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Credit Limit Req'd: \$ _____ Est Mthly Purchases: \$ _____ No of Employees: _____

Premises: Owned Leased E-Business: Type of purchase: Primary Secondary Higher Education

SOLE TRADER/PARTNERSHIP

Registered Business No.	Registration Date	Type of Business
Full Name of Partners 1	Date of Birth	Drivers Licence No.
Residential Address:		
Full Name of Partners 2	Date of Birth	Drivers Licence No.
Residential Address:		
(please include all partners on additional sheet if required)		

LIMITED COMPANY

ACN: _____ Date of Incorp'n: _____

Registered Business Address: _____

Full Names of Directors:	Residential Address:	Date of Birth:
1		
2		
3		
(please include all Directors on additional sheet if required)		

TRADE REFERENCES

1	Phone No:	Fax No:
Email Address:		
2		
Email Address:		
3		
Email Address:		

I HEREBY CONFIRM RECEIPT AND ACCEPTANCE OF YOUR TRADING TERMS AND CONDITIONS OF SALE.

Signature of Director/s / Proprietor/s:

Date:

1	
2	
3	

NOTE: Our trading terms are strictly 30 days net.

Office Use Only

Disc Code: _____	Account No: _____	
Rep Aread Code: _____	Opened Date: _____	
Credit Limit: _____	User: _____	
Change Date: _____	Changed: _____	To: _____
Change Date: _____	Changed: _____	To: _____
Change Date: _____	Changed: _____	To: _____

TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale apply from 1 September 2007 and supersede all previous arrangements. Any transactions with Nelson Australia Pty Limited (hereinafter referred to as "Nelson" unless otherwise specified) on or after 1 September 2007 are subject to these terms and conditions.

1. DEFINITIONS

"Goods and Services" shall mean all publications, electronic or print including books and notes related thereto, cassettes, videos, software, posters, bookstands, and any other charges.

2. PRICES

All supplies will be invoiced at the price prevailing at the time of dispatch. Prices are subject to change without notice.

3. GST

All prices are inclusive of GST. GST charges on all Goods and Services are at the applicable legislated rates.

4. PAYMENT TERMS

The "payment due" date is printed on the invoice. Payment remittance must clearly set out all invoices that are being paid. Where this information is not supplied, at Nelson's option, your payment may be allocated to the oldest outstanding item.

Any deductions made for recognized claims, where the credit notes have not yet been raised, must be accompanied by full details of the invoice numbers and return authorization numbers. Late payment may affect your credit facility.

5. STATEMENT OF ACCOUNT

Accounts are conducted on a monthly basis. Statements are forwarded at the end of the month.

6. OVERDUE ACCOUNTS

Nelson reserves the right to withhold supply to any customer who trades outside the agreed trading terms. Late payment of accounts may lead to a reduction in discount for future supplies. The account will be closed and backorders cancelled for persistent late payment.

7. RECORDED ORDER

All titles not in stock will automatically be recorded unless the customer otherwise instructs Nelson.

8. NEW EDITIONS

Nelson will roll or substitute all orders to a new edition unless the customer otherwise instructs Nelson.

9. POSTAGE AND HANDLING FEES

Nelson reserves the right to levy a processing and handling surcharge on all orders. There is an AUD/NZD11.00 (including GST) surcharge on all bookseller orders below a net value of AUD/NZD100.00. Primary School orders attract a processing and handling fee of AUD11.00 (including GST) or NZD10.00 (including GST).

10. CANCELLATION FEE

General - Nelson reserves the right to charge a processing fee for cancelled orders. Any ordered title which is received and processed by Nelson and is subsequently cancelled will be subject to a handling and processing charge of 10% of the net invoice total.

Subscriptions - Customers wanting to cancel subscriptions will need to advise Customer Service within one month of the subscription period having started. Cancellation requests are required in writing and on the letterhead of the Subscribing Institute. Our subscription renewal period is one (1) month prior to the end of the subscription term. If a subscription has been confirmed renewed but payment has not been received by the end of the first month of the new subscription term, the subscription will be cancelled.

11. DELIVERY

Nelson reserves the right to ship via the carrier of our choice in all cases. Nelson's obligation to deliver shall be discharged on arrival of the Goods and Services at the customer's designated delivery address or at the address appearing on the customer's order.

12. CLAIMS

For our mutual benefit, Nelson is anxious to ensure that all claims are resolved promptly and efficiently. All deliveries should be checked on receipt, any discrepancies or damage must be reported to both the carrier and the Nelson office for the claim to be considered. No claim can be made after the expiration of seven (7) days from date of receipt of goods. Goods can only be returned with an official authorization regardless of which party is obligated to pay the cost the return, and invoice number(s) must be quoted in all instances.

13. RETURN RIGHTS AS IDENTIFIED BY TITLE DESCRIPTION ON INVOICE General Conditions

(a) Application to return goods must be made in writing and directed to the Claims Department at your local office, for approval prior to any physical return of goods.

(b) All physical returns must include a copy of the 'Return Authorisation' and the carton label clearly adhered to the outside of each of the cartons/packages. No returns will be accepted unless this condition is satisfied.

(c) Returned goods must be satisfactorily packed and received by Nelson's warehouse in saleable condition. (d) Invoice numbers must be quoted on all return requests.

(e) Return freight is at the customer's expense.

(f) A 'Return Authorisation' is valid for 60 days from the date it is raised, goods must be returned to the warehouse in this time otherwise the authorisation is void and the goods will not be accepted.

(g) Goods must be the current edition and in print. Approval for the return of superseded editions will be granted up to 120 days after the announcement of the new edition.

School Titles

Goods are offered on a firm sale, no return basis, except 'On Approval / Inspection Copy' sales. The customer will be issued with a 'Return Authorisation'

form and package label for 'On Approval / Inspection Copy' returns. General conditions a-g apply.

Higher Education titles

Goods are offered on a sale or return basis subject to the following conditions:

Category A Customers - returns will be accepted up to 18 months from the date of invoice up to a maximum of 15% (rolling annual average) of purchases for the previous eighteen months, subject to approval.

Category B Customers - returns will be accepted up to 12 months from the date of invoice up to a maximum of 10% (rolling annual average) of purchases for the previous twelve months, subject to approval. General conditions a-g apply.

Library Reference Titles

Goods are offered on a firm sale basis.

Standing Orders & Subscriptions

The customer, by placing a standing order or renewing a subscription, authorizes regular updates and accepts liability for payment of accounts issued for such updates when they occur. Nelson reserves the right to electronically repossess the Licensed Content and to deny the Subscribing Institutes further access to the Licensed content in the event payment is not received by its due date.

14. RESERVATION OF TITLE

(a) The Goods subject to these terms and conditions of sale or any other goods sold by Nelson to the customer shall not pass to the customer and shall remain the sole and absolute property of Nelson as legal and beneficial owner until all moneys due by the customer to Nelson in respect of the purchase of these Goods have been paid in full by the customer, and payment shall not be deemed to be made until all cheques in payment have been duly honoured.

(b) If the customer re-sells the Goods, then:

(i) as between the customer and its purchaser the customer shall be a principal and not the agent of Nelson;

(ii) the customer shall account to Nelson for that part of the proceeds of sale equal to the price payable by the customer to Nelson in respect of such Goods;

(iii) until the customer pays Nelson the price payable for the Goods, the proceeds of resale shall become the property of Nelson and shall be maintained by the customer in trust for Nelson in a separate account.

(c) If any payment is overdue in whole or in part, or in the event of bankruptcy of the customer or the appointment of a trustee in bankruptcy, administrator or receiver and manager over the customer or the customer initiating winding-up proceedings or these proceedings being issued by another, Nelson may (without prejudice to any of its other rights) recover and/or resell any Goods supplied by it and may enter upon the customer's premises (whether freehold, leasehold or held under any other tenure) by its servants or agent in order to take possession of and remove any such Goods. Nelson shall not be liable for any damage, injury or loss however caused resulting from the said recovery and/or sale.

15. WARRANTY AND LIMITATION OF LIABILITY

(a) Subject to the express terms contained in this agreement, no warranty condition, description or representation on the part of Nelson is given or implied by this agreement or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives prior to this agreement; and

(b) Except where prohibited by law, any statutory or other warranty condition, description or representation expressed or implied as to the state, quality or fitness of the Goods and Services subject to this agreement is hereby expressly excluded; and

(c) Where Goods sold by Nelson Australia Pty Ltd are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of Nelson for a breach of condition or warranty implied by the Trade Practices Act 1974 (Cth) (other than the condition or warranty implied by Section 69) shall be limited to the repair of the Goods, provided that such Goods are returned to the place nominated by Nelson, or at Nelson's option the replacement of these Goods or the supply of equivalent goods; and

(d) Subject to the express terms contained in this agreement, there shall be no liability on the part of Nelson in respect of any claim whatever that may arise either from the customer or any person through the customer arising from any defect in the Goods and/or Services sold or arising from non-supply, incorrect supply or delay in the dispatch or the delivery of Goods and/or Services.

16. FORCE MAJEURE

All quotations, offers and contracts are subject to the express condition that Nelson will not in any way be responsible for loss, damage or delays arising from strikes, lockouts, cessation of labour, fire, transport delays, shortened hours of labour, accidents of any kind, perils of the sea or rivers, war or the like, act of God, non-delivery of material or parts by other manufacturers, or any other cause or contingency whatsoever beyond the control of Nelson, whether 'visum generic' with the preceding causes or not.

17. JURISDICTION

The terms and conditions of this sale shall be subject to the laws of the State of Victoria, Australia and the courts of Victoria.

18. EXCLUSIONS

All conversations, representations and statements not embodied in quotation or invoice or not confirmed in writing by Nelson are expressly excluded and shall not be deemed to be part of any quotation, invoice, order or contract, or to have induced the order or to have any legal effect whatsoever.

19. VARIATIONS OF TERMS & CONDITIONS OF SALE

Nelson reserves the right to vary these terms and conditions of sale without notice. The terms and conditions are to be subject to the provision of any relevant legislation, including but not limited to the Trade Practices Act 1974 (Cth).