

OUPP'S TERMS AND CONDITIONS OF SALE

1. *Definitions*

- 1.1. In these conditions 'OUPP' shall mean Oxford University Press Pakistan (SMC-PRIVATE) Limited of No.38, Sector-15, Korangi Industrial Area, Karachi. or its duly appointed distributor; 'customer' shall mean the person(s) or firm or company purchasing goods from OUPP; 'goods' shall mean the books, products or other articles sold by OUP; 'overseas sales' shall mean sales other than to Pakistan and Afghanistan.

2. *General*

- 2.1. All orders for the sale of goods accepted by OUPP are subject to these Terms & Conditions which may only be varied by an authorized official of OUPP in writing. Except as provided above, these Terms & Conditions override all conditions provided to the customer.
- 2.2. All goods are sold firm, unless otherwise agreed in writing, and are subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without OUPP's prior consent, in any form of binding or cover other than that in which they are published and without a similar condition including this condition being imposed on the subsequent purchaser.
- 2.3. OUPP substantially processes orders against advance payment, except in case of some select credit customers. Any reference in these Terms & Conditions to any provision of a statute shall be confirmed as a reference to that provision as amended, re-enacted or extended.

3. *Publication Date*

- 3.1. New books/titles supplied by OUPP shall not be sold before the advised publication date.

4. *Prices*

- 4.1. Prices are subject to alteration by OUPP at any time up to and including the date of invoice.
- 4.2. All quotations or estimates given by OUPP are subject to OUPP's confirmation of its acceptance of an order, subject to advance payment and availability of the goods. Unconfirmed quotations or estimates shall lapse 30 days after issue, unless otherwise agreed in writing by OUPP.

5. *Discount and Credit Terms*

- 5.1. All goods are supplied subject to the Standard discount, credit terms and credit limit separately agreed between OUPP and the customer and in force at the date of the invoice. OUPP reserves the right to exercise complete discretion in respect of credit facilities, which may be withdrawn without notice.
- 5.2. Any claim relating to the price of goods as stated on the invoice and in particular a claim that the invoice price does not match the quotation or other agreed terms must be notified by the customer to OUPP within 30 days of receipt of the goods.

6. *Quantities and Editions*

- 6.1. OUPP will make every effort to supply the exact quantities ordered. Goods which OUPP is unable to supply, will be despatched to the customer immediately on availability, if confirmed by the customer and payment is with OUPP. OUPP will not process for titles where edition of a book is not specified where there are more than one edition. Once confirmation is made by the customer, that edition will be processed. No variation by OUPP in the manufacture or design of any goods will constitute a breach of contract or impose any liability upon OUPP.

7. *Physical Delivery*

- 7.1. Goods will be delivered to customers on carriage paid basis at their usual place of business within Pakistan, if dispatched through normal mode of transportation by road/goods

train/combination of both. However, delivery charges by air and couriers will be on customers' account. Orders received through web/e-mail both for national and international destinations are charged to customers as per the courier charges. When dispatches are made on carriage paid basis, the choice for the mode of transportation will be entirely on OUPP's discretion. Similarly, if the deliveries are to be made at other than the usual place of business, they will also be entirely at the OUPP's discretion.

7.2. *Overseas Sales*

Goods will be delivered in accordance with the provisions as specifically agreed with the customer.

7.3. *Time for Delivery*

OUPP will use its reasonable endeavours to meet any agreed delivery date but does not guarantee to do so and time of delivery shall not be of the essence of the contract, unless expressly so agreed in writing by OUPP. Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms & Conditions will apply.

8. *Defective Goods*

- 8.1. OUPP has pre-defined policy for taking back defective/damage stocks. The customer shall inspect the goods and shall give written notification within thirty days after delivery to OUPP of any manufacturing faults revealed by that inspection.
- 8.2. OUPP will replace such faulty goods following confirmation by its QC department, from the available stocks within one working week.
- 8.3. If replacement cannot be made from current stocks, OUPP will record a backorder for supply on arrival of new stocks if so requested, or issue a credit note for the invoice value of any faulty good/s or refund the amount via cheque if preferred by the customer.

9. *Claims for Loss and Damage in Transit in the Pakistan.*

- 9.1. Where OUPP has sold on carriage paid basis, the customer shall notify OUPP in writing (otherwise than by qualified signature on the carrier's consignment note or delivery document) in respect of any loss, damage or delay to the goods within the following time limits:
 - 9.1.1. for loss from a package or for damage to a consignment or any part thereof: verbally within 72 hours of the date of delivery of the consignment or part consignment, followed by a valued claim in writing within 30 days after the termination of transit;
 - 9.1.2. for loss, mis-delivery or non-delivery of the whole of a consignment or of any separate package forming part of a consignment: within 72 hours of the customer becoming aware of any non-delivery, followed by a valued claim in writing within 30 days after the commencement of transit.
- 9.2. In computing the above time limits Saturdays, Sundays and public holidays shall not be counted. In the event of a late claim causing prejudice to OUPP, OUPP shall be relieved of all and any liability in respect of such a claim

10. *Claims for Loss and Damage in Transit—Overseas Sales*

- 10.1. When the risk of loss or damage to the goods remains with OUPP under the terms of sale, the customer shall immediately notify OUPP and the carrier in writing in the event of any loss of or damage to or non-delivery of any separate part of the consignment of which the customer takes receipt. The customer shall notify OUPP and the carrier in writing immediately he becomes aware of any non-delivery of the whole of a consignment. The customer shall indemnify OUPP against any prejudice suffered by OUPP as a result of late notification.
- 10.2. When the risk of loss or damage to the goods has passed to the customer under the terms of sale, the customer is advised that failure to give prompt notice to a carrier may prejudice the customer's claim against such carrier.

11. *Returns*

- 11.1. Per the OUPP policy, goods once sold are not returned or exchanged. The management may at its discretion process some.

12. *Risk and Title*

- 12.1. Legal and beneficial ownership in the goods shall not pass to the customer until payment in full is received by OUPP (in cash or cleared funds) in respect of the following, (except for those transactions where credit has been extended):
 - 12.1.1. all sums due to OUPP in respect of the goods and
 - 12.1.2. all other sums outstanding from the customer to OUPP on any account.
- 12.2. If payments received from the customer are not stated to refer to a particular invoice OUPP may appropriate such payments to any outstanding invoice.
- 12.3. Once the delivery of goods is confirmed with the customer, the title and the responsibility of OUPP will cease.
- 12.4. In case of an appointed distributor, the customer shall:
 - 12.4.1. hold the goods appropriately;
 - 12.4.2. store the goods (at no cost to OUPP) separately from any goods belonging to any third party in such a way that the goods are clearly marked and identifiable as being OUPP's property, and
 - 12.4.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods.
- 12.5. OUPP shall be entitled to enter the distributor's premises either:
 - 12.5.1. upon reasonable notice to inspect the goods or
 - 12.5.2. to re-possess any goods so as to discharge any sums owed to OUPP or enforce the provisions of Clause 16.
- 12.6. If:
 - 12.6.1. the distributor fails to make any payment to OUPP when due, or
 - 12.6.2. the customer proposes to compound with its creditors or has a bankruptcy petition presented against it, or
 - 12.6.3. the distributor enters into voluntary or compulsory liquidation or an encumbrancer takes possession or a receiver, an administrator or administrative receiver is appointed over any or all of its assets or there is change in top management or due to breach of any terms committed or the customer takes or suffers similar action, or
 - 12.6.4. any event occurs which under the law of any relevant jurisdiction has an analogous effect to any of the events set out above, or
 - 12.6.5. OUPP has reasonable cause to believe that any of these events is likely to occur, then the distributor's right to possession of the goods will terminate immediately and OUPP shall have the right, without prejudice to any other remedies:
 - 12.6.6. to enter, without notice, any premises of the distributor where goods are kept and take possession of so as to discharge any sums owed to OUPP by the distributor for goods and in respect of any other matters, and/or
 - 12.6.7. to require the distributor not to sell or part with possession of any goods until the customer has paid in full all sums due to OUPP for the goods, and in respect of any other matters, and/or
 - 12.6.8. to withhold delivery of any undelivered goods and stop any goods in transit.
- 12.7. Where OUPP is unable to determine whether any goods are the goods in respect of which the distributor's right to possession has terminated, the distributor shall be deemed to have sold all goods of the kind sold by OUPP to the customer in the order in which they were invoiced to the customer.

13. *Insurance*

Until ownership of the goods has passed to the customer, the distributor must maintain the goods in satisfactory condition and keep them insured on OUPP's behalf for their full price against all risks to the reasonable satisfaction of OUPP. Insurance expenses in this regard will be reimbursable to the distributor on the basis of a valid receipt. On request the distributor shall produce the policy of insurance to OUPP and shall hold the sale proceeds of the goods referred to on trust for OUPP and not mix them with any other money or pay the proceeds into an overdrawn bank account

14. Payment and Interest

- 14.1. Payment shall be net cash according to the terms separately agreed between OUPP and the customer in accordance with Clause 5 or shall be made before delivery if so required by OUPP. In the case of overseas sales, payment shall be made in the currency stipulated on the invoice.
- 14.2. Payment by debit or credit card is subject to OUPP's prior approval. Non-payment of accounts on or before the due date or the exceeding by the customer of any credit limit shall entitle OUPP to stop all deliveries and to terminate any contract or commitment in respect of undelivered goods. Evidence of the amount due to OUPP shall be as per the relevant paper or on screen statement of account or alternatively suitable certificate under signature of the OUPP credit or finance manager to the customer's last known address. Should OUPP not receive full payment by the due date the customer shall, without any need for OUPP to give notice, become liable to pay interest on the overdue amount at a rate of 4 per cent per annum above the discount rate fixed by State Bank of Pakistan of from the due date for payment until payment is received (before as well as after judgment). Any partial payments will be first credited against interest due. No claim by the customer (whether by way of set off, counterclaim or otherwise) against OUPP shall entitle the customer to withhold payment of the whole or any part of invoices due for settlement. Costs incurred by OUPP in recovery of any debt shall be payable by the customer, including agents' commission, solicitors' fees and charges incurred under the jurisdiction of a court of OUPP's choice.
- 14.3. OUPP reserves the right to invoice goods which are not immediately supplied but are reserved for consolidation in order to secure economic freight costs.

15. Cancellation of Orders

- 15.1. Once despatched, goods must be accepted and paid for by the customer and notice of cancellation will not be accepted.

16. Libel

- 16.1. OUPP reserves the right to withdraw from customers any goods which are the subject of a libel action, or for any other reason at OUPP's complete discretion, and to forbid the re-sale of any goods which OUPP's customer has purchased. OUPP undertakes to bear the expense of the return of such items and also to credit the purchase price. OUPP completely disclaims responsibility for the continuing sale of goods which OUPP has asked to be withdrawn, and any such responsibility will pass to the customer acting in defiance of OUPP's instructions. In the case of overseas customers, OUPP disclaims responsibility for the export, in accordance with any overseas customer's orders, of any goods which infringe any legislation covering the type of material which an overseas customer is allowed to import into his own country.
- 16.2. The customer shall co-operate fully in any withdrawal (at the expense of OUPP) by OUPP of any goods pursuant to this clause 16 and shall give all reasonable assistance requested by OUPP in recovering the goods and preventing their sale to third parties.

17. Ethical Conduct

- 17.1. The Customer represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to fraud, bribery, corruption or any related matter.
- 17.2. The Customer represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of OUPP:
 - i. to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
 - ii. to any Official to influence that Official in connection with obtaining business or a business advantage for them or for any of OUPP or its Affiliates.
- 17.3. The Customer shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in clause 17.2 above to obtain or retain business or a business advantage for them or for any of OUPP or its Affiliates.
- 17.4. The Customer shall promptly report any apparent breach of clauses 17.1 or 17.2 to OUPP.
- 17.5. The Customer shall comply with the OUP Partner Code of Conduct, as provided to the Customer and as updated by OUPP from time to time, in the execution of any services for or on behalf of OUPP.
- 17.6. OUPP shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of clauses 17.1 or 17.2.
- 17.7. In this clause 17:
 - i. "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank;
 - ii. "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent; and
 - iii. the record keeping, audit and other related provisions set out in clause 17.8 shall continue for six years after termination of this Agreement.
- 17.8. The Customer:
 - i. shall maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Customer to take adequate procedures pursuant to clause 17.3 and make such records available to OUPP, its advisors and auditors on reasonable notice;
 - ii. shall co-operate with OUPP and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this clause 17, such co-operation to include, without limitation, allowing OUPP and its third party representatives, on reasonable notice during business hours, to access and take copies of the Customer's records and any other information held at the Customer's premises concerning the performance of this Agreement;
 - iii. shall answer, in reasonable detail, any written or oral inquiry from OUPP related to the Customer's compliance with this clause 17.
 - iv. represents and warrants that any information provided by the Customer to OUPP in response to OUPP's enquiries concerning the operations of the Customer, and its anti-bribery and anti-corruption compliance, including, but not limited to, its responses to OUPP's business partner questionnaire, are complete and accurate;
 - v. shall, at OUPP's request, certify to OUPP compliance with this clause 17 by the Customer and all persons associated with it or other persons who are performing services in connection with this Agreement. Such certification will be in writing and

signed by an officer of the Customer. The Customer shall provide such supporting evidence of compliance as OUPP may reasonably request; and

- vi. shall bring about the interview of staff employed by the Customer, all other persons associated with it, and any other persons who are performing services in connection with this Agreement at any reasonable time specified by OUPP related to the Customer's compliance with this clause 17.

18. *Tax Compliance*

- 18.1. The Supplier shall not engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

19. *Amendments*

- 19.1. OUPP reserves the right to alter or amend these Terms & Conditions of Sale generally, or for any particular class of goods or customer. Customers should refer to the latest Terms & Conditions of Sale, which are available upon request or from OUPP's website www.oup.com.pk
- 19.2. OUPP should be notified in writing of any change to the customer's ownership or status.

20. *No Waiver*

- 20.1. Failure by OUPP to enforce any of the provisions hereof shall not be construed as a waiver of its rights nor prejudice OUPP's right to take subsequent action.

21. *Force Majeure and Liabilities*

- 21.1. No liability shall attach to OUPP for loss or damage or delivery delays or failure to manufacture or supply goods arising from factors outside its reasonable control including but not limited to acts of God, acts or omissions of civil or military authority, war, fire, flood, nature, disasters, labour disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority.
- 21.2. The express terms of these Terms & Conditions together with any other terms expressly agreed subject to Clause 2 above, set out the customer's remedies in the event that the goods prove defective, are not delivered on time or OUPP is otherwise in breach of contract.
- 21.3. In any event, OUPP's liability under or in connection with the supply of the goods, whether in contract, tort, breach of statutory duty or otherwise shall not, except where expressly provided for in these Terms or where such liability cannot be excluded or limited by law, exceed the price paid by the customer for the goods.
- 21.4. These Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, and in any event, OUPP shall have no liability arising out of or in connection with the supply of the goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.
- 21.5. Whether Distributor nor OUPP shall be liable to the other party for damages, indemnity or compensation solely by reason of the termination or expiration of this Agreement, with or without cause, as provided herein, whether such damages, indemnity or compensation might be claimed for loss through termination or commitments on obligations or loss of investment or loss of present or prospective profits or loss of goodwill or otherwise.

22. *Export and Import Licences*

- 22.1. Unless otherwise agreed in writing, it shall be OUPP's responsibility to obtain any export licence and the customer's responsibility to obtain any import licence required in respect of goods supplied.

23. *Use and Disclosure of the Customer's Information*

- 23.1. OUPP and the customer undertake to each other that they will comply with all applicable data protection legislation in Pakistan that may be in force or may be enforced from time to time in so far as it relates to this agreement.
- 23.2. The customer agrees that OUPP may disclose its information to licenced credit reference agencies in order to carry out credit checks for the purposes of this Agreement and note that any enquiry by OUPP will be logged by such licenced credit reference agencies.
- 23.3. OUPP may disclose information about the customer or the conduct of the customer's account (including the customer's payment record) to any government agency including the FBR under the relevant laws.
- 23.4. The customer understands that OUPP may transmit the data it holds to any company or other person that is a subsidiary or branch of OUP in Oxford, and the customer agrees to such processing.

24. *Construction*

- 24.1. The legal construction of these paragraphs shall not be affected by their headings which are for convenience only.

25. *Assignment*

- 25.1. The customer may not assign or transfer or sub-contract to any third party its rights or obligations under these Terms without the prior written consent of OUPP.
- 25.2. OUPP may perform any of its obligations or exercise any of its rights under these Terms by itself or through any company or other person which is a subsidiary or branch of OUP in Oxford or in which OUP in Oxford has directly or indirectly a controlling interest.

26. *Severability*

- 26.1. If any provision of these Terms is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not in any way be affected.

27. *Notices*

- 27.1. Any notice or other communication required or permitted to be given under these Terms shall be properly given by either OUPP or the customer if it is sent in legible form by facsimile transmission, first class recorded delivery or registered post or by personal delivery to OUPP at No.38, Sector-15, Korangi Industrial Area,74900,Karachi, or the customer at the customer's last known address or if it is sent by email to the last known email address of OUPP or the customer and such email is acknowledged by the recipient.
- 27.2. Any notice served shall be deemed to have been received:
- 27.2.1. in the case of email, at the time the email is acknowledged by the recipient;
- 27.2.2. in the case of a facsimile transmission, one hour after the time of despatch, evidenced by the relevant completed transmission report;
- 27.2.3. in the case of any notice sent by post, 96 hours from midnight on the date of posting, evidenced by the relevant proof of posting;
- 27.2.4. in the case of personal delivery, one hour after the time of delivery to the addressee's address, evidenced by signature for and on behalf of the addressee;
- except where the day of receipt of such a notice is not a day on which the recipient is normally open for business or is a day on which the recipient is normally open for business but occurs after 6.00 p.m. (local time) on that day, in which case notice shall be deemed to be received at 9.00 a.m. (local time) on the next day on which the recipient is normally open for business.

28. *Third Party Rights*

- 28.1. Subject to the above, a person who is not a party to these conditions has no rights to enforce any of its provisions.

29. *Law*

- 29.1. These terms and conditions and any other terms of the sales contract shall be governed and construed in accordance with the Sales of Goods Act, 1930 or the laws of Pakistan. The Courts at Karachi shall have exclusive jurisdiction to deal with any disputes and differences which have arisen or may arise out of in conjunction with sales of goods by OUPP to the customers, except that OUPP shall have the right to enforce these terms and the sales contract in the courts of any other jurisdiction in the world.