

**GENERAL**

1. These Terms of Trade are incorporated into all contracts for the supply of goods and services ("Goods & Services") to the Customer (as defined on the "LexisNexis Contract - Online/Print", "Solution Services Agreement" or other order form also referred to herein as "you") by LexisNexis NZ Limited trading as LexisNexis ("LexisNexis", "us", "our" or "we"), other than contracts specified in clause 2. They supersede any previously issued versions of the Terms of Trade.
  2. Where there is, in force, a separate written agreement concerning Goods & Services, which has been signed by an authorised LexisNexis representative, the terms of that agreement will, to the extent that there is any conflict between that agreement and these Terms of Trade, prevail over these Terms of Trade.
  3. Subject to the warranties and guarantees contained in the LexisNexis General Terms and Conditions, the Customer acknowledges that Goods & Services supplied may differ in nonmaterial respects from those advertised in our catalogue or other promotional material.
  4. If the Customer has not previously submitted an order to us, the Customer must also complete and submit with an order a Customer Account Application Form ("Application"). Acceptance of an order is subject to approval of the Application by our head office.
- PRICE**
5. Subject to clauses 7 to 11 below, and except to the extent expressly stated otherwise in any separate written agreement with LexisNexis or in your customer order form, the price payable for Goods & Services shall be the total price specified in our current price list or catalogue, less any discounts agreed in advance in writing by us and plus the applicable cost of packaging, postage and delivery ("Delivery Charges"). Prices and Delivery Charges are subject to change without notice.
  6. LexisNexis reserves the right to charge Customer a fee which LexisNexis may incur as a result of Customer making a payment in excess of NZD\$10,000 by credit card. Disclosure of this fee amounting to 2% of the total fees paid by the Customer is via these Terms of Trade, and tax invoices issued by LexisNexis to Customer from time to time.
  7. Existing discounts agreed by us as at the date of these Terms of Trade shall continue to have effect for the remainder of the Price Plan Period (but will not necessarily apply to any renewal). Subject to clause 8, discounts for hardcopy subscriptions only apply to subscribers to both the online and hardcopy format.
  8. Any promotional offer that LexisNexis makes is exclusive of and cannot be used with any other offer, promotion or discount.
  9. The price payable for updating material for printed encyclopaedic and loose-leaf publications shall be the price advised by us at the time of publication of any such updated material.
  10. The Customer must let us know as soon as practicable if the number of Fee Earners increases or decreases. If there is an increase in this number, the price payable will automatically be adjusted to cover the price of additional licences. If there is a decrease in this number, the price payable will be adjusted effective from the Customer's next renewal.
  11. All prices are exclusive of GST.
- CREDIT**
12. By submitting the Application, the Customer authorises us to carry out any credit checks with third parties as we may require. The Customer authorises us to make any enquiries and to use, exchange or disclose any information which is disclosed in the Application or is obtained by us from any third party from or to any other credit provider or credit reporting agency: a) Concerning the Customer's credit worthiness; and b) for the purpose of providing or obtaining a reference.
  13. We may impose credit limits which may be varied by us from time to time. If the Customer exceeds the credit limit then Goods and Services will be withheld until the account is back to a reasonable level within the credit limit as determined by us.
  14. The Customer must pay the amount specified in an invoice in full in \$NZD and by no later than the 20th of the month following the date of the invoice, unless otherwise agreed by us.
  15. If the Customer does not pay us the invoiced amount in full within the time stipulated in the invoice, we may, without limitation a) withhold further supplies including Goods & Services which have already been fully paid; or b) charge interest on amounts

outstanding at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower; or c) submit the Customer's account to a collection agency. If we do submit the account to a collection agency, the Customer agrees that we may recover the outstanding amount specified in the invoice including interest, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.

16. Where we make individual deliveries of Goods and Services or deliveries in instalments, the Customer may be invoiced separately for each delivery in which case, the Customer agrees to pay each invoice according to its terms.
17. We reserve the right to charge the Customer a surcharge for payments made by credit card. We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment. If we make any changes, we will notify the Customer in writing before the changes take effect in accordance with clause 5.3 of the LexisNexis General Terms and Conditions.

**ONLINE PRODUCTS**

18. Online and digital products supplied are also subject to the LexisNexis General Terms and Conditions and to Additional Terms. Customers are required to accept these additional terms and conditions before first using the product.
19. Delivery of online and digital products is made using the World Wide Web, and as such is subject to Customer having internet access and appropriate IT equipment, resources and facilities and meeting any other technical requirements specified by us from time to time.

**SUBSCRIPTIONS**

20. Pay As You Go ("PAYG") Subscriptions. a) Updates to printed encyclopaedic and loose-leaf services, journals and reports will be invoiced upon publication. b) Despite any term to the contrary, Customers may terminate PAYG Subscriptions by providing 90 days written notice at any time.
  21. Supplements. For hard copy products that are updated by supplements between editions, when purchasing the main work customers will automatically be sent the updating supplement on publication and will be invoiced for these when received by us.
- DELIVERY**
22. Orders for printed products are accepted by us subject to availability of stock and may be delivered in two or more instalments. Subject the warranties and guarantees included in the LexisNexis General Terms and Conditions, and to the maximum extent permitted by law, LexisNexis has no liability for any loss of trade or profit to the Customer as a result of delay in delivery or delivery of incorrect or faulty goods.
  23. Delivery will be made to the address specified on the order by the Customer or its agent, or to a carrier designated by the Customer, or to other such addresses as are notified to us from time to time.
  24. Risk in Goods & Services passes to the Customer on delivery under clause 22 above. Title to Goods & Services will pass to the Customer on payment in full.
  25. Time is not of the essence for delivery of Goods & Services and our liability for incorrect delivery or failure to deliver is limited in accordance with clause 4 of the LexisNexis General Terms and Conditions.

**LOSS OR DAMAGE IN TRANSIT**

26. Claims for damage or partial delivery or complete loss of consignment must be notified to us within 30 days of the date of invoice.

**RETURNS**

27. Returns of printed Goods & Services other than Goods & Services supplied under PAYG Subscriptions will be accepted for credit provided they are received at our warehouse within 30 days of the date of invoice, are accompanied by a copy of the returns note/invoice, have a valid authorisation code obtained from our Customer Services department before Goods & Services are returned and are in a condition fit for re-sale. Refunds will be given only where the Goods & Services are returned as above and there are no other amounts outstanding and due on the Customer's credit account with us.

**NOTICES**

28. Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services by the provider thereof. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Services; or on the date received, if delivered in any other manner. Notices to us should be sent to your LexisNexis account representative, or if you do not have an account representative to LexisNexis customer services, at LexisNexis, Level 1, 138 The Terrace, Wellington, 6011, New Zealand with a copy by email to [customersupport@lexisnexis.com.nz](mailto:customersupport@lexisnexis.com.nz). Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
29. Any change to the Customer details, including name, invoice, delivery and site addresses must be notified to us in writing within 30 days of the date of the change.

**UNFORSEEN EVENTS**

30. We may cancel or suspend delivery of any ordered product or service in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond our reasonable control.