

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 Research 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. Acceptance of an order is subject to approval 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. 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.
7. Any promotional offer that LexisNexis makes is exclusive of and cannot be used with any other offer, promotion or discount.
8. 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. Unless the price is agreed or notified to you prior to placing your order, you may terminate your subscription to such updates by providing written notice to LexisNexis within 30 days of being advised the price of the updates.
9. The Customer must let us know as soon as practicable if the number of Legal Users or Academic Users increases or decreases. If there is an increase in this number, including by way of acquisition or merger, 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.
10. All prices are exclusive of GST.

CREDIT

11. By submitting the order, 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 order form 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.
12. 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.
13. The Customer must pay the amount specified in an invoice in full within 30 days of the date of the invoice (unless otherwise agreed by us in writing).
14. 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, including any fees and commissions or other amounts we pay to any collection agency to act on our behalf provided that such costs and expenses are reasonably incurred.

15. 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.
16. 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

17. 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.
18. 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

19. 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 30 days written notice at any time.
20. 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. Unless the price is agreed or notified to you prior to placing your order, you may terminate your subscription to such supplements by providing written notice to LexisNexis within 30 days of being advised the price of the supplements.

DELIVERY

21. 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.
22. 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.
23. 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.
24. 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

25. Claims for damage or partial delivery or complete loss of consignment must be notified to us within 90 days of the date of invoice.

RETURNS

26. Customer may return printed Goods & Services other than Goods & Services supplied under PAYG Subscriptions due to a change of mind 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. Returns made in accordance with this clause will be processed as a credit to the Customer's credit account with us.

NOTICES

27. 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 will be deemed to have been properly given on the date mailed, emailed or displayed in the Services, as applicable; or on the date received, if delivered in any other manner. Notices to us should be sent by email to customersupport@lexisnexis.co.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.

28. 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

29. We may cancel or suspend delivery of any Goods or Services in the event that we are delayed or prevented from performing the Services as a direct or indirect result of any war, terrorism, strike, lockout, delay or default of any manufacturer or supplier, act of God, or any other cause beyond our reasonable control.
30. If we suspend (and do not cancel) delivery of any Services or Materials in these circumstances, any applicable timeframes for delivery are to be automatically extended by a period equal to the delay.