

**GENERAL**

1. These Terms of Trade are incorporated into all contracts for the supply of print goods and services ("**Goods**") to the Customer("you") by LexisNexis Malaysia Sdn. Bhd. ("LN", "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, which has been signed by you and LN, 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. The Customer acknowledges that Goods supplied may differ in nonmaterial respects from those advertised in our catalogue or other promotional material.

**PRICE**

4. Subject to clauses 5 to 7 below, and except to the extent expressly stated otherwise in any separate written agreement with LN or in your customer order form, the price payable for Goods 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.
5. Discounts agreed by us as at the date of these Terms of Trade shall continue to have effect for the remainder of the term of the relevant agreement.
6. Any promotional offer that LN makes is exclusive of and cannot be used with any other offer, promotion, or discount.
7. 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.

**CREDIT**

8. 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 to any credit provider or credit reporting agency: a) Concerning the Customer's credit worthiness; and b) for the purpose of providing or obtaining a reference.
9. We may impose credit limits which may be varied by us from time to time. If the Customer exceeds the credit limit, then Goods will be withheld until the account is back to a reasonable level within the credit limit as determined by us.
10. The Customer must pay the amount specified in an invoice in full within 30 days of the date of the invoice (unless we agree otherwise in writing).
11. 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 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.
12. Where we make individual deliveries of Goods 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.
13. 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.

**SUBSCRIPTIONS**

14. Pay In Advance ("**PIA**") Subscriptions. a) PIA Subscriptions commence on the date specified on our invoice or order form (as the case may be) ("**Commencement Date**"). b) The price for the first year of any PIA subscription is our list price at the date of the order. The price for subsequent years is our list price at the anniversary of the Commencement Date. c) We will inform the customer by invoice before each anniversary of the Commencement Date of the price payable for the next 12 months and, where the PIA Subscription relates to an online product, of any change to the terms and conditions applicable to that product.
15. Pay As You Go ("**PAYG**") Standing Order. a) Customers who opt to purchase specific products via standing order will continue to receive these products future editions, until countermanded, and will be invoiced for these when received. b) Customers purchasing products accept that they wish to receive this publication each time it is published until countermanded and will be charged at the price as advised by LN. c) For products that are updated by supplements between editions, when purchasing the main work customers will be automatically sent the updating supplement on publication. d) Customers may terminate PAYG Standing Orders by 30 days written notice to LN, to expire at any time.
16. 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.
17. In the event of circumstances beyond the reasonable control of LN (which cannot be cured by measures which can be taken in the reasonable course of business) including legislative or regulatory interference that renders the materials obsolete LN shall not be required to replace those materials under this agreement and shall be entitled to charge for any replacement work needed in accordance with its then current price list.

**DELIVERY**

18. Orders for Goods are accepted by LN subject to availability of stock and may be delivered in two or more instalments. Subject to clause 27 and to the maximum extent permitted by law, LN 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. Dates given for delivery are stated in good faith and for reference only but are not to be treated as a condition of the sale.
19. Where Customer is notified, that Goods are unavailable (for whatever reason), Customer agrees that LN may perform the contract for said Goods when they become available irrespective of any estimate of dates given by LN.
20. 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.
21. Risk in Goods passes to the Customer on delivery under clause 20. Title to Goods other than updates supplied under PIA & PAYG subscriptions will pass to the customer on payment in full. Title in updates supplied under PIA Subscriptions will pass on delivery.
22. Time is not of the essence for delivery of Goods and LN's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods.

**LOSS OR DAMAGE IN TRANSIT**

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

**PRINT RETURNS**

24. Returns of print Goods which are defective, incorrect, or faulty will be accepted for credit provided:  
(a) LN is notified of the defect or fault within thirty (30) days of the date of invoice,

- (b) the returns are accompanied by a copy of the returns note/invoice, and
- (c) Customer provides a valid authorisation code obtained from LN's customer support department before Goods are returned and are in a condition fit for re-sale.
25. Refunds will be given only where the Goods are returned as above and there are no other amounts outstanding and due on the Customer's credit account with LN. Collection of returns must be from the original address of delivery by LN and if customer requires LN to collect returns from a different address, LN reserves the right to charge a sum, depending on the location advised by the Customer.
26. For the avoidance of doubt, you cannot cancel an online/digital product purchased.

**WARRANTIES AND LIABILITY**

27. To the maximum extent permitted by law, our liability to you is limited at our option to: (a) in the case of Goods, replacement or repair of the Goods or (b) payment of the cost of replacing or repairing the Goods. It is not intended that any contract between LN and Customer for the supply of Goods should be enforceable by any third party.
28. Any waiver by us of any of this Agreement shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.
29. Subject to clause 26 and to the maximum extent permitted by law, we exclude all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise, including without limitation warranties and guarantees regarding the availability of any online/digital products at any particular time.

**NOTICES**

30. Notices sent by the Customer to LN should be sent to your account manager or LN's Customer Support department either by prepaid post to the address on the most recently delivered invoice or by email to the email address provided by your account manager, with a copy by email to [help.my@lexisnexis.com](mailto:help.my@lexisnexis.com). Such notices must state the Customer's name and (where applicable) account number. Notices sent by us will be sent to the Customer's last known address or email address LN has on record.
31. 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.

**COPYRIGHT**

32. All copyright and any other intellectual property right whatsoever in the Goods or online/digital products or any materials derived there from are reserved to each respective copyright owner and Customer irrevocably acknowledges and agrees that supply of Goods or online/digital products to it by LN shall not serve to transfer any such rights.

**ONLINE/DIGITAL PRODUCTS**

33. Online/digital products (such as eBooks) supplied may be subject to the additional terms and conditions which the Customer is required to accept prior to using the product.
34. The delivery of online/digital products is made using the World Wide Web. For the avoidance of doubt, the return policy does not apply to online/digital products.
35. LN will not be responsible for internet access, device maintenance or storage related requirements on the Customer's device.
- Unless expressly permitted herein, you are granted a perpetual license to use any online/digital products purchased for as long as you do not, nor permit others to:
- (a) copy, reverse engineer, decompile, disassemble, derive source code, modify, or create compilations or derivative works of the online/digital products;
- (b) remove, disable, or defeat any functionality designed to limit or control access to or use of the online/digital products;
- (c) use the electronic or digital product to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic

or otherwise, now existing or developed in the future) for commercial sale or use by others or make the online/digital products available through any timesharing system, service bureau, the internet, or any other similar technology now existing or developed in the future;

(d) use it in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LexisNexis or its suppliers;

(e) remove or obscure any copyright notice or other notice or terms of use; or

(f) download to any media center or library device or any other device that allows for access by multiple users.

**MISCELLANEOUS**

36. LN shall not be responsible for any delay or failure to fulfil any of its obligations under the contract nor be liable for any loss or damage suffered or incurred by Customer by any of act of God, war, government, or parliamentary restriction, import or export regulation, strike, lockout, trade dispute, fire, theft, flooding, breakdown of plant or premises, late or non-delivery of any supplies or any other cause whatsoever beyond the control of LN.
37. LN may at its discretion alter these Terms of Trade (or any part of them) from time to time.
38. LN may assign any benefit or transfer, delegate, or subcontract any of its duties and obligations under the contract, including those arising under these Terms of Trade, as appropriate.
39. These Terms of Trade, and any contract between parties will be governed by the laws of Malaysia. The Malaysian courts shall have non-exclusive jurisdiction to deal with any dispute or claim which has arisen or may arise out of or in connection with the supply of Goods by LN to Customer.
40. Should any term (or part of a term) of these Terms of Trade be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other terms or remainder of the term in question (as applicable) will not be affected thereby.