

Pearson Australia Group Pty Ltd
Pearson Trading Account: Conditions of Sale

1. BASIS OF CONTRACT

1.1 These Conditions apply to all orders placed by you where you hold a Pearson Account, for the supply and delivery of Goods in Australia or New Zealand by Pearson Australia Group Pty Ltd, 707 Collins Street, Melbourne, Victoria, Australia 3008, ABN 40004245943 ('Pearson').

1.2 The terms Order and Delivery Country used in these Conditions each relates to the country where Goods are to be delivered, as indicated below:

Order	Delivery Country and Currency
An Order from you for Goods to be delivered in Australia	Australia All values must be in AUD
An Order from you for Goods to be delivered in New Zealand	New Zealand All values must be in NZD

1.3 These Conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.4 The Order constitutes an offer by you to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order are complete and accurate.

1.5 For each Order placed, Pearson, in its absolute discretion, may either accept or reject all or part of that order, or offer to supply Goods on terms other than requested in the Order. Without limitation, Pearson may do so for reasons that include unavailability, exceeding a credit limit or that a particular book may not lawfully be published in your jurisdiction.

1.6 The Order shall only be deemed to be accepted when Pearson confirms its acceptance to you, provides an Order confirmation or issues written acceptance of the Order, at which point the Agreement shall come into existence.

1.7 You waive any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of you that is inconsistent with these Conditions.

1.8 Any samples, drawings or advertising produced by Pearson and any illustrations contained in Pearson's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Agreement nor have any contractual force.

1.9 A quotation for the Goods given by Pearson shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue, unless otherwise stated.

2. DELIVERY

2.1 If Pearson accepts all or part of the Order, Pearson will use reasonable efforts to deliver the Goods in the quantities and at the time requested. However, Pearson cannot guarantee delivery or supply. Failure to deliver Goods by the time requested will not constitute a breach of the Agreement. You will not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery.

2.2 Pearson shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- (b) each delivery of the Goods is accompanied by a delivery note which shows the Order number (if any), the type and quantity of the Goods.

2.3 Pearson will deliver the Goods within the Delivery Country at our cost, except that You will pay delivery costs in the case of requested airfreight, special orders, remainder goods and cash sales. You agree to pay Pearson's demurrage and other costs and expenses in handling and/or holding any goods once ready for delivery. We will provide to you an invoice to confirm the quantity and type of Goods ordered, the total price, any applicable delivery, demurrage and other costs and expenses and any applicable discounts.

2.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

2.5 Pearson shall not be entitled to charge additional carriage costs if it delivers the Goods in instalments without your prior written consent.

Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately.

2.6 If Pearson fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Pearson shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or you's failure to provide Pearson with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

2.7 If Pearson intentionally delivers Goods that a You have not requested or ordered, you are not liable to pay if they are specified to be free samples. If they are not so specified, Pearson may within 90 days of your receipt of the Goods (or within 30 days of a written notice from you that they are unsolicited goods), require you to return them or make them available to be collected by us. If through any act or omission you failed to return or hinder Pearson's ability to collect them, Pearson will be entitled to require payment for them and you will be deemed to have ordered them and agreed to pay the amount invoiced by us.

3. RETURNS

3.1 You shall be entitled to return the Goods to Pearson subject to the provisions of this clause 3:

3.2 Our Returns Guide or Returns Policy (available at our website) specifies the conditions for returning Goods to us. You must obtain a "returns authorisation number" - if required in the Returns Guide/Policy before returning any Goods.

3.3 If you return Goods to us contrary to our Returns Guide/Policy then:

- (a) for Goods delivered in Australia, we may return them to you at your cost. You agree to pay for them at their invoiced value and we may debit your account for these amounts.
- (b) for Goods delivered in New Zealand, we may pulp them and you agree to pay the invoiced amount for them even though they have been destroyed.
- (c) for any goods not supplied by us, they fall outside this clause and will be pulped if returned to us.

3.4 Subject to a returns authorisation being approved by Pearson, Pearson shall endeavour to process and credit any returns within 30 days of receipt of the returns Goods, but shall not be liable for any delay in such processing.

3.5 Some Goods are supplied on **firm sale** and cannot be returned or credited unless we agree in writing. This will be indicated on the invoice and may include indented, print-on-demand and special sales titles. Titles which are sold on a "no returns" basis include any titles imported from the United Kingdom or the United States, custom publications, or any titles where Pearson has released a new edition no less than 3 months prior to the Order date.

4. CLAIMS

4.1 Any problems arising from or relating to a customer Order or the supply of Goods ('Claims') must be notified to our customer service department at customer.service@pearson.com.au (or at other contact we provide to you) who will consider your Claim and may facilitate the return or replacement of the Goods, credit in lieu or other remedy.

4.2 You must notify your Claim within the relevant period in accordance with our Returns Guide or Returns Policy and quote our invoice number for the Goods. Otherwise the Product invoiced will be deemed accepted.

4.3 Pearson may need to inspect the Goods to assess your Claim. Therefore Pearson may provide a "returns authorisation" form for you to complete and attach to the Goods being returned.

4.4 If Goods have been supplied by Pearson in error (eg, over-supply) or in damaged condition (eg. damaged in transit, faulty binding or printing errors), we will pay for the costs of their return from anywhere in the Delivery Country, and provide a freight note to facilitate the return.

4.5 If in Pearson's reasonable opinion, Pearson's inspection of Goods does not justify the Claim, Pearson may reject it:

- (a) for Goods delivered in Australia, you will bear the costs of the return to Pearson and then back to you, and you must pay for the Goods at the invoiced amount.

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- (b) for Goods delivered in New Zealand, you will bear the costs of their return to Pearson, and we may pulp the goods and you must pay for them at the invoiced amount notwithstanding their destruction.

- (a) Pearson is a supplier that is a non-resident under the Goods and Services Tax Act 1985 (New Zealand) (NZ GST Act); and;
(b) the goods are in New Zealand at the time of the supply, you agree that section 8(4) of the NZ GST Act will not apply to the supply, and that the sale of the goods to you shall be treated as being made in New Zealand for GST purposes, and New Zealand GST shall apply to the sale.

5. BACKORDERS

5.1 If Pearson has not accepted or supplied an Order because the Goods ordered are not yet published in the Delivery Country, or are temporarily unavailable, then provided you have instructed us to do so Pearson will keep a record of your Orders and may supply them to you when they are next available.

5.2 All Orders for 'back-list' (previously published) Goods will be recorded for later supply unless:

- (a) Pearson has received your instruction not to record any Orders or that particular Order; or
(b) the Goods are out-of-print, or we expect unreasonable delay in completing the Order. If requested, we will provide to you a backorders report.

You may cancel a recorded backorder by giving Pearson 30 days written notice specifying the goods to be cancelled. If you have any query about your Order, you can email our customer service department at customer.service@pearson.com.au.

5.3 Pearson will not authorise returns for any duplication caused by your reordering of recorded titles.

6. PRICE, PAYMENTS, CREDIT LIMITS, RISK AND DISCOUNTS

6.1 The price of the Goods shall be the price set out in Pearson's published price list in force as at the date the Agreement came into existence, except in the case of obvious error.

6.2 The price of the Goods excludes amounts in respect of applicable GST, and any other tax, import or duty payable for the supply of Goods, which you shall additionally be liable to pay to Pearson at the prevailing rate, subject to the receipt of a valid GST invoice.

6.3 Pearson may invoice you for the price of the Goods plus GST at the prevailing rate (if applicable) on or at any time after the completion of delivery.

6.4 You must pay all invoiced amounts in the currency of the Delivery Country, according to the terms set out in the invoice and the Agreement, and without any set-off or deduction notwithstanding any claim that you may wish to make against Pearson.

6.5 Pearson may, in its absolute discretion, allow you to pay within a specified time from the date of our invoice under a credit account with Pearson (a "credit account"), up to a specified total dollar value for all Orders (a "credit limit"):

- (a) You agree not to exceed the credit limit. Pearson is not obliged to supply Goods if the credit limit is exceeded.
(b) Pearson may withdraw or vary the credit limit at any time for any or no reason, by a written notice to you, without any liability to you or any other entity. The withdrawal or variation will apply to all Orders placed after the date of the notice. You agree to pay on demand all sums owing in connection with this credit facility in the event it is withdrawn.

6.6 If you do not have a credit account or have exceeded your credit limit, you agree to pay the invoiced amount in full before Pearson dispatches the Goods to you.

6.7 If any amount due and payable under the Agreement remains unpaid for more than 30 days:

- (a) Pearson may charge interest at 2% above the then current base rate for business lending published by the ANZ Bank on the overdue amount, from the date it became due and payable to the date it is paid in full by you;
(b) You must indemnify Pearson for all costs, expenses and liabilities we incur in their recovery; and
(c) Pearson may stop supplying Goods to you until you have paid the overdue amounts in full.

6.8 If Pearson agree to supply Goods at a discount, Pearson may vary that discount for future Goods.

6.9 Where, in respect of the supply of goods to you:

6.10

Risk in the goods passes to you on delivery to you.

7.

7.1

PAYMENT SECURITY

In the clauses under the heading "Payment Security" herein: (a) Collateral means: (i) the Goods, (ii) any property that the Goods may become part of or mixed with, (iii) all accounts (receivables), chattel paper, currency and other intangibles, rights or interests generated from the sale or other provision or fulfillment of the Goods, (iv) all ADI accounts into which cash, currency or other proceeds from the sale, provision or fulfillment of or in respect of the Goods may be deposited, (v) all associated property, accounts, books and records, and (vi) all proceeds of any of the foregoing, and any other property the subject of security interests granted hereunder; (b) PPS Act (Australia) means the *Personal Property Securities Act 2009 (Cth)*; (c) PPS Act (New Zealand) means the *Personal Property Securities Act 1999*; (d) PPS Act means the PPS Act (Australia) or the PPS Act (New Zealand) as the context requires; and (e) Insolvency Event means: (i) you take any steps towards, or become an externally administered body corporate or take any steps towards appointing or appoint a controller or trustee for creditors in respect of your property, or (ii) you suspend payment of your debts, you are, or state that you are, or you are presumed by the law to be, insolvent or unable to pay your debts or you take any step for the purposes of entering into a compromise or arrangement with any of your creditors or members, or (iii) any security interest is enforced against any of your property. If a term used in the Agreement has a particular meaning in the PPS Act, it has the same meaning in the Agreement. References to sections under a PPS Act shall include any corresponding section in another jurisdiction.

7.2

Retention of Title. Title in the Goods is retained by Pearson, and title to the Goods does not pass to you, until the price for the Goods is paid in full and all other amounts that are payable, owing but not payable, or that otherwise remain unpaid by you to us on any account at any time are paid in full.

7.3

Security interest. You grant a security interest to Pearson in the Collateral, and all of your present and after-acquired property, under the PPS Act (Australia) if the Delivery Country is Australia, or the PPS Act (New Zealand) if the Delivery Country is New Zealand.

7.4

Looking after the Collateral. Until you pays in full the price for the Goods and all other amounts that are payable, owing but not payable, or that otherwise remain unpaid by you to Pearson on any account at any time, you : (a) must store the Goods properly, safely and separately from any other goods and mark the Goods to identify them as being owned by Pearson and subject to the applicable security interest(s); (b) must fully insure the Collateral against loss or damage, ensuring Pearson's interest as a secured party is noted on the insurance policy, and promptly give Pearson upon request a copy of the insurance policy and evidence of its currency; (c) must not sell or transfer (except as permitted in clause 29(e)), or encumber, or grant or permit to attach any security interest (other than that referred to in clause 28) over, the Collateral; (d) must not assign or factor any book debts without Pearson's prior written consent which Pearson may refuse at Pearson's sole discretion; and (e) may sell the Goods to bona fide buyers for valuable consideration in the ordinary course of business, but only if any event in clause 36 (Enforcement) does not apply to you. You have no authority to bind Pearson to any liability by contract or otherwise and must not purport to do so.

7.5

Registration of security interest. You acknowledge that Pearson may register a financing statement in relation to its security interest in the Collateral. You waive your right under section 157 (or other relevant section) of the PPS Act (Australia) to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

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- 7.6 **Proceeds.** You undertake that you will not allow any security interest to exist over the Collateral if that security interest could rank ahead of Pearson's security interest in the Collateral. You must institute a reporting system satisfactory to us that would enable us to match the proceeds from your sale of the Goods to the Goods supplied by Pearson.
- 7.7 **Application of amounts received.** Pearson can apply amounts we receive from you in any order we choose.
- 7.8 **Confidentiality** Neither Pearson nor you will disclose information of the kind mentioned in section 275(1) of the PPS Act (Australia), except where such disclosure is required under section 275(7)(b), (c), (d) or (e) of the PPS Act (Australia) or where we consider such disclosure to be necessary to comply with our obligations under the PPS Act (Australia) or otherwise at law.
- 7.9 **Chapter 4 under the PPS Act (Australia)** To the extent that Chapter 4 of the PPS Act (Australia) would otherwise apply to an enforcement of security interest(s) in the Collateral, you agrees that the following provisions of the PPS Act (Australia) do not apply, to the extent the PPS Act (Australia) allows them to be excluded: sections 95, 118, 121(4), 125, 127, 129(2) and (3), 130, 132, 134(2), 135, 136(5), 137, 138B(4), 142 and 143. At Pearson's election to be exercised at any time in its (or our) sole discretion, any section of the PPS Act (Australia) specified in Section 115 will not apply to the extent permitted by Section 115.
- 7.10 **Further assurances** You must promptly do anything Pearson requires to ensure that its security interest is a perfected security interest and has priority over all other security interests in the Collateral.
- 7.11 **Enforcement** If you : (A) exceed your credit limit, fail to pay any or all invoiced prices for Goods when due or fail to pay any other amount owing by you to Pearson under any other agreement between you and Pearson; (B) you become subject to an Insolvency Event; or (C) you breach any term of the Agreement or any other agreement between you and Pearson, Pearson shall have the immediate right to: (a) stop supplying any or all Goods to you, including those under accepted Orders; (b) treat any Orders yet to be filled as withdrawn by you; (c) take possession of the Collateral wherever they may be, even if the Goods have been paid for in full, towards satisfaction of all debts owing to Pearson; (d) on reasonable notice, enter your premises or any other premises on which the Collateral are held to search for and remove them; (e) appoint a receiver, controller, administrator or other manager to any Collateral; (f) demand the return of all Goods, in which case you shall deliver those Goods to the address specified by Pearson at your sole expense; and/or (g) exercise any or all rights or remedies available to Pearson as a secured party under the PPS Act, otherwise at law or under the Agreement. You must notify Pearson promptly on any such event arising and assist and indemnify Pearson in all recoveries (including, without limitation, entry on the premises and taking possession of the Collateral). Where Pearson enter(s) any premises pursuant to this clause 7.11, you must procure the consent of all persons having any interest in the premises, to allow Pearson and its officers, employees, agents and authorised representatives entry. Where Goods referenced with a particular ISBN are ordered by you, any goods with the same ISBN remaining in your stock at any one time are deemed to be Goods purchased from Pearson.
- 7.12 **Return of Goods.** If, under the Agreement, you are entitled to return Goods after title or ownership in the Goods has passed to you: (a) all title and ownership in the Goods will revert to Pearson on Pearson's agreement to their return. (b) all risk in them shall remain with you until their delivery to Pearson's nominated warehouse.
- 7.13 **New Zealand.** If the Delivery Country is New Zealand, you agree that sections 114(1)(a), 117(1)(c), 133 and 134 of the PPS Act (New Zealand) shall not apply to enforcement of any security interest(s) created or provided for under the Agreement, and you waive any rights you have under sections 116, 119, 120(2), 121, 125, 126, 127, 129 and 131 of the PPS Act (New Zealand) on such enforcement.
- 7.14 **Set Off.** Pearson may set off any debt, liability or other amount owing by you to Pearson, against any debt, liability or other amount Pearson may owe to you, at any time, without prior notice or demand. For that purpose, amounts due by you to Pearson in the future may be treated as payable now, and Pearson may place reasonable estimates on contingent liabilities.
- Pearson may pay amounts owing to you in any currencies at exchange rates reasonably determined by Pearson.
- 7.15 **Trusts.** Where you enter into the Agreement as trustee of a trust, you represent, warrant, agree, confirm, covenant and undertake in favour of Pearson that: (a) the trustee is liable under the Agreement in its personal capacity as well as in its capacity as trustee of the trust, (b) the trust is duly constituted and validly existing, (c) the trustee has the full legal capacity, power and authorisation under the trust deed to own, manage, administer, transfer, deal with and otherwise dispose of the trust property, and to enter into the Agreement both personally and on behalf of the trust, (d) the entry into the Agreement by the trustee has been approved by the beneficiaries of the trust should that be necessary, (e) the trustee has the right to be fully indemnified out of the trust property in relation to any debts or liabilities arising under or in connection with the Agreement, (f) the rights of the beneficiaries to, and the interests of the beneficiaries in, the trust property are subject and subordinate to the creditors of the trust, including Pearson's claims against you, (g) Pearson subrogated to the trustee's right of indemnification from and lien over trust assets and may proceed against the trust property to recover any amounts owing to the Pearson; and (h) you indemnify and hold the Pearson harmless against any liabilities, losses, costs, charges and expenses incurred or suffered by the Pearson in connection with any breach of any of the above representations, warranties, agreements, confirmations, covenants and undertakings.
- 7.16 **Inspection** You irrevocably authorise Pearson and its officers, employees, agents and authorised representatives, at any time, to enter your premises or any other premises on which the Collateral are held, to inspect the Collateral and inspect and take copies of records relating to the Collateral.
- 7.17 **Change of control.** If you sells or disposes of in any way your business: (a) adequate arrangements for the settlement of outstanding monies will be required by Pearson before or at settlement of such sale or disposal; and (b) all Goods held by you in respect of which title has not passed to you under clause 27A remain the property of Pearson and cannot be transferred to the new owner unless authorised in writing by Pearson.
- 7.18 **Attornment.** For the purpose of giving effect to your obligations pursuant to the Agreement, you hereby irrevocably appoint us your attorney in all things. Pearson may appoint any of our officers as a sub-attorney for the purposes of this clause 7.18.
- 8. LIABILITY LIMITATION**
- 8.1 Except for terms, conditions or warranties that are implied by law and cannot be lawfully excluded, you agrees that no term, condition, warranty, representation, understanding or agreement, other than the Agreement, is made or given by Pearson or is relied on by you in relation to the subject matter of the Agreement (including, without limitation, the Goods).
- 8.2 If a term, condition or warranty that was breached cannot be lawfully excluded by agreement, then, to the maximum extent permitted by law, at our sole discretion, our entire liability and your exclusive remedy shall be limited to the:
- (a) replacement or repair of goods;
 - (b) supply of equivalent goods; or
 - (c) payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods; or
 - (d) in relation to services, the resupply of services or payment of the cost of having the services supplied again,
- 8.3 To the maximum extent permitted by law, in no event will Pearson (and our officers, employees, agents, and contractors) be liable for any loss, damage, expense, cost or liability howsoever arising and on any theory of liability including contract, tort (including negligence) or statute, that arises during or is caused by our performance or non-performance of the Agreement, or arises in relation to the Goods or advice, recommendations, information, representations or services in or in relation to the Goods, including without limitation:
- (a) any loss that is foreseeable, or in respect of which we were aware of its likelihood arising; and;
 - (b) any indirect or consequential loss or damage, including without limitation loss of profits, loss of revenue, loss of anticipated savings, loss of data, loss of business

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opportunities (including opportunities to enter into or complete arrangements with third parties), loss of or damage to goodwill, loss of or damage to reputation, loss of management time, business interruption, damage to credit rating, or loss of business, whether or not such loss or damage is reasonably supposed to have been in the contemplation of you and/or us as the probable result of the relevant breach or act or omission.

8.4 If the Goods are acquired by you as a consumer under the *Competition and Consumer Act 2010 (Cth)*, our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. This clause does not apply to you if you are not a consumer within the meaning of the *Competition and Consumer Act 2010 (Cth)*.

9. CONFIDENTIALITY

9.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its Goods and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9.2 This Clause 9 shall survive termination of the Agreement.

10. INTELLECTUAL PROPERTY RIGHTS, RECOMMENDED PRICES

10.1 If you become aware of any claim or risk that any Goods supplied by Pearson has infringed, or is likely to infringe any third party patent, copyright, design, trade mark or any other rights, you agree to notify Pearson immediately and provide all information related to the risk or claim.

10.2 Prices applied to Goods, or recommended in relation to Goods, are recommended prices only. There is no obligation to comply with the recommendation.

11. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

11.1 The parties agree they shall at all times during the term of this Agreement comply with all applicable laws, statutes, regulations from time to time in force.

11.2 Pearson may immediately terminate the Agreement for any breach of Clause 11.

12. FORCE MAJEURE

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 14, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party

13. GOVERNING LAW, WAIVER, SEVERABILITY, ENTIRE AGREEMENT

13.1 The governing law for the Agreement is the law of: (a) the State of Victoria - if the Delivery Country is Australia. (b) New Zealand - if the Delivery Country is New Zealand.

13.2 Pearson may vary any or all of these Conditions at any time in our sole discretion, provided that such variation shall not affect any Order accepted by us prior to such variation.

13.3 Any waiver or failure by Pearson in exercising a right or enforcing an obligation against you in any instance under the Agreement shall not be construed as our waiver of that right or obligation in any subsequent or other instances.

13.4 If a provision of the Agreement is held invalid or unenforceable in a jurisdiction for any reason, that provision is deemed severed from it in that jurisdiction, without affecting its validity in any other jurisdictions or the validity of the remaining provisions in that jurisdiction.

13.5 Each Agreement constitutes the entire agreement between you and Pearson pursuant to the order. If any conflict exists between the different documents in an Agreement, provisions in the Trading Terms shall prevail. You agree that none of the terms of purchase, offer or similar terms provided to us by you form part of any Agreement.

DEFINITIONS AND INTRETATION

Definitions:

Agreement means each contract between you and Pearson for the sale and purchase of Goods, created by our acceptance of your Order and governed by these Conditions, the Trading Terms and any terms and conditions incorporated by reference in these Conditions or set out in the applicable invoices.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in the State of Victoria are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with Clause 13.2.

Delivery Country: means the country specified in clause 1.2

Delivery Location: the address for delivery of Goods as set out in the Order.

Force Majeure Event: has the meaning given in clause 12.

Goods: the Pearson goods and/or services purchased and set out in the Order, including books and other materials and digital content.

Order: means an order for the Goods, as set out in a customer's purchase order form.

Pearson Account: means an account that requires verification from Pearson, to enable you to purchase certain products, including educational materials, clinical assessment products. A Pearson Account does not include accounts that are created instantly on Pearson's websites or platforms.

Trading Terms mean any agreed document(s) or terms and conditions applicable to your Orders in addition to these Conditions, including those governing the pricing of Goods, discounts, credit limits, credit terms, special promotions, e-commerce transactions, online purchases, any terms of use, terms of service, account creation terms, end user licence agreement or acceptable use policy.

14.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to **writing** or **written** includes emails.
- (d) a reference in this Agreement to a person includes a natural person, corporate or unincorporated entity.