

CCH Terms of Trade

1. These terms of trade apply in relation to payment for Wolters Kluwer products and services. Additional terms and conditions govern the supply of those products and services and these terms of trade are to be read subject to those terms and conditions.
2. Payment must be made by the Customer in full for new purchases and renewal services (except where otherwise agreed with Wolters Kluwer).
3. No cheque will be treated as payment if dishonoured despite the issue of a receipt. The Customer will be responsible for any charge made by Wolters Kluwer's bankers for any cheques not met on presentation.
4. If the Customer defaults in the punctual payment of any amount due to Wolters Kluwer, Wolters Kluwer may refuse, change or withdraw any credit facilities and all amounts due by the Customer to Wolters Kluwer will immediately become payable in full.
5. The Customer will be responsible for all legal costs and expenses incurred by Wolters Kluwer in proceedings against the Customer for the recovery of any indebtedness of the Customer to Wolters Kluwer.
6. Title in goods supplied on credit will pass from Wolters Kluwer to the Customer when payment in full is received by Wolters Kluwer. Until payment in full is received by Wolters Kluwer it will, without limiting its other remedies, be entitled to enter the premises where the goods are situated and retake possession of them. Risk in goods ordered will pass to the Customer on their delivery to the Customer.
7. Where the Customer is a partnership, these terms of trade will continue to be binding despite any changes which may from time to time take place in the partners of the partnership (whether by death, retirement, admission or otherwise) and even if the partnership ceases trading these terms of trade will be binding on each partner whether or not he/she at any time ceases to be a partner or an employee of the partnership.
8. Wolters Kluwer may charge interest on overdue amounts at the Reserve Bank/Central Bank indicator rate plus 4%. Interest will be calculated at daily rates on the balance outstanding from time to time and compounded monthly in arrears.
9. If the Customer is in breach of its obligations under any contract with Wolters Kluwer, then Wolters Kluwer is entitled to withhold performance of its obligations under that or any other contract(s) with the Customer until the breach has been remedied. Wolters Kluwer will not be liable for any damages or loss (consequential or otherwise) sustained by the Customer as a consequence of the exercise of Wolters Kluwer's right to withhold performance.

- 10.** Wolters Kluwer will have no liability to the Customer if it does not perform its obligations to the Customer by reason of any cause reasonably outside its control if it resumes performance as soon as reasonable practicable.
- 11.** For direct debit customers, the monthly payment will be drawn on the 1st working day of that month unless Wolters Kluwer is notified to cancel this direct debit service at least 3 weeks prior to the next drawing date, in which case alternative arrangements must be made for prompt payment of the balance owing on the subscription.
- 12.** By placing an order for a renewing subscription service, Wolters Kluwer will supply each subscription paid for an initial term of 12 months (or as otherwise specified in the Customer's agreement, purchase order, order form or similar document). After the initial period, subscriptions will automatically renew for successive terms of 12 months (or such other renewal period as contractually agreed) unless cancellation in writing is received by Wolters Kluwer at least 30 days before expiration of the current subscription term. A renewal invoice will be sent prior to the expiry of the Customer's annual subscription. Payment is required on the due date for uninterrupted access to a subscription service.
- 13.** Wolters Kluwer does not offer refunds or credit for change of mind. Wolters Kluwer will refund or exchange a product if there is a major problem with the product (i.e. a product does not match its description or does not do what Wolters Kluwer stated it would do in the applicable supply terms). Wolters Kluwer will refund or exchange print products that are physically damaged in transit to the Customer.
- 14.** Wolters Kluwer may update these terms of trade at any time by giving notice no later than when the next renewal invoice is issued. Notice will be considered as given upon production of the next invoice. It is the responsibility of the customer to review the terms of trade.