



WELCOME TO TALTRADE FROM JULY 1 2008

CUSTOMER SERVICE / DISTRIBUTION

- RANDOM HOUSE AUSTRALIA
- Ph: 1800 222 444 or 03 9730 4280
- Fax: 03 9753 4151
- Email: orders@randomhouse.com.au
- Post: PO Box 457, Ferntree Gully, VIC 3156

NEW 30 DAY CREDIT ACCOUNTS

- Minimum opening order \$750 RRP (with minimum trading per year \$2000 - reviewed annually)
- Post applications Attn: KYLIE BUNKER
- Account enquiries call KYLIE BUNKER: 03 9730 4256

NEW CASH SALE ACCOUNTS

- Minimum opening order \$500 RRP
- Must pay up front on credit card when ordering
- Fax opening order, with credit card details (Visa and MC only) to 03 9753 4152, Attn: KYLIE BUNKER

ORDER FEE

- One off \$12 fee applies to all TALTRADE orders.

www.taltrade.com.au



RANDOM HOUSE AUSTRALIA PTY LTD
 16 DALMORE DRIVE, SCORESBY, VICTORIA 3179, AUSTRALIA
 PO BOX 457 FERNTREE GULLY VIC 3156
 TEL (613) 9753 4511 FAX (613) 9753 3944
 ABN 28 004 815 703

APPLICATION TO OPEN A TALTRADE ACCOUNT
(NEW ACCOUNTS / CHANGE OF OWNERSHIP)
 (All details must be completed. Please print clearly.)

SECTION A - ACCOUNT DETAILS

Date: _____

Trading Name

Trading Address

Postal Address

Suburb

Postcode

Suburb

Postcode

Email Address

Store Manager

Tel:

Fax:

Accounts Contact

Tel:

Fax:

SOLE TRADER / PARTNERSHIP

ABN

Date Registered

Type of Business

OR

COMPANY

Registered Company Name

ABN

Address of Registered Office

Are you a Newsagency ?

(Y/N) _____

Date of Incorporation

Business Premises Owned/Leased

Full Name and Private Address of All Directors, Proprietors or Partners (Please attach separate sheet if insufficient space.)

1. Name	A/H Telephone	Date of Birth
Address		

2. Name	A/H Telephone	Date of Birth
Address		

3. Name	A/H Telephone	Date of Birth
Address		

Authorised Capital	Paid Up Capital	Shareholders' Funds
\$	\$	\$
Years Trading	Estimated Monthly Purchases	Credit Limit Requested
	\$	\$

If stocking a new store please specify value of expected purchases in first three months.

Month 1	Month 2	Month 3
\$	\$	\$

Trade References	Phone	Fax
1.		
2.		
3.		

SECTION B - TERMS OF TRADE

Unless otherwise agreed to in writing by Random House Australia Pty Ltd ('Company') all orders for Goods accepted by the addressee named on the front of the invoice ('Customer'), are subject to the following terms and conditions ('Terms'):

1. DEFINITIONS

In these Terms, the following expressions have the following meanings:

1. **Delivery or Delivered** means the time when the Goods are received by the Customer or otherwise when the Company advises the Customer that the Goods are available for collection.
2. **Goods** means any and all books or other goods ordered from the Company by the Customer pursuant to these Terms, and for the purposes of clauses 8 and 9, does not refer to specific books or other goods, but instead refers to any and all Goods purchased by the Customer from the Company at any time.
3. **GST** means any tax or imposition on the supply of goods and services covered by A New Tax System ('Goods and Services Tax') Act 1999 Commonwealth ('GST Act') as amended from time to time.

2. ORDERS

- 2.1 An order received from the Customer constitutes an offer by the Customer to purchase Goods at the recommended retail price specified on the Company's website (located at <http://www.randomhouse.com.au>) ('Company's Website'), the Title Page website (located at <http://www.titlepage.com>) ('Title Page Website') or by a customer service representative of the Company (as the case may be), less any applicable Customer discounts allowed by the Company from time to time (plus any Delivery charges or other charges payable by the Customer) ('Order').
- 2.2 An Order placed by the Customer which is accepted by the Company and the contract made by that acceptance ('Supply Contract') are subject to the terms and conditions set out in these Terms.
- 2.3 The Company reserves the right to accept or reject in its absolute discretion any Orders it receives, for any reason, including, without limitation, the rejection of the Customer's application for credit, the Customer failing to pay for other Goods that it has ordered, the unavailability or shortage of Goods, an error in the price or the description of Goods, or an error in the Order placed by the Customer.
- 2.4 All Orders for Goods are accepted by the Company subject to availability and the Company reserves the right to reduce the quantity of Goods ordered where Goods are in short supply.
- 2.5 Without limiting clause 11, the Company accepts no liability for any loss or damage that may result from the failure to supply the amount of Goods specified in any Order.
- 2.6 The Customer agrees that:
 1. each Order it places is to be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due;
 2. when any Order is placed, the Customer must inform the Company of any fact that might reasonably affect any decision by the Company to accept the Order and/or grant credit; and
 3. from the time an Order is accepted by the Company, it is obliged to accept and pay for the Goods in accordance with these Terms and a cancellation of the Order or change in mind on the part of the Customer as to the content of the Order will not discharge its obligation to accept and pay for the Goods.

3. PRICE

- 3.1 The price of Goods is subject to alteration by the Company without notice.
- 3.2 Unless the Company otherwise agrees in writing, the price payable for the Goods is the recommended retail price quoted:
 - a. on the Company's Website as at the time the Company receives the Order;
 - b. on the Title Page Website as at the time the Company receives the Order; or
 - c. to the Customer by a customer service representative of the Company, (as the case may be) plus any Delivery charges or other charges payable by the Customer less any applicable Customer discount allowed by the Company from time to time.
- 3.3 Invoices issued by the Company disclose a recommended retail price for the sale by the Customer of the Goods, but there is no obligation on the Customer to sell at this price.

4. DELIVERY OF GOODS

- 4.1 The Company will use its best endeavors to abide by Delivery dates agreed upon, but any time quoted for Delivery is an estimate only and failure to Deliver by that time will not constitute a breach of contract. The Customer will not be relieved of any obligation to accept or pay for Goods by reason of any delay in Delivery. The Company will not be liable for any loss or damage howsoever arising as a result or consequence of any delay in Delivery or failure to Deliver.
- 4.2 Any claim by the Customer that the Goods were defective, damaged, misbound, short delivered or otherwise not the Goods specified in the Supply Contract must be notified to the Company in writing within 7 days of Delivery. If the Customer fails to notify the Company within the time and in the manner specified in this clause, then to the fullest extent permitted by law, the Company will be discharged from any liability in respect of the Goods being defective, damaged, misbound or short delivered or otherwise not the Goods specified in the Supply Contract.

5. FREIGHT

5.1 All orders for Goods for Delivery are subject to freight which will appear as a separate charge on the invoice.

6. PAYMENT

6.1 Goods are supplied on 30 day terms of payment (calculated from the date of the statement), unless otherwise agreed in writing by the Company. Interest will be charged on overdue accounts at the National Australia Bank Business Loans Base Rate, plus 2 %.

6.2 The Customer must pay for the Goods without any set-off or deduction, notwithstanding any claim whatsoever the Customer may wish to make against the Company

6.3 The Customer agrees to pay in full any costs incurred by the Company to collect outstanding amounts, including without limitation any fees paid to agents or solicitors appointed by the Company in respect of any action or proceeding instituted or being considered against the Customer, whether for debt, possession of any Good or otherwise.

7. TAXES AND GST

7.1 The Company is entitled to charge the Customer the amount of any tax, (including GST), or impost that may be payable now or in the future in respect of the Goods. Payment of the additional amount for any tax must be made at the same time as payment for the Goods.

7.2 Save for defined terms in this Agreement, capitalised expressions set out in this clause bear the same meaning as those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.

7.3 Except where express provision is made to the contrary, and subject to this clause 7, any amount that may be payable by the Customer to the Company under these Terms is exclusive of any GST. If the Company makes a Taxable Supply to the Customer in connection with these Terms for a Consideration which represents its Value, then the Customer must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply. The Company's right to payment under this clause is subject to a valid Tax Invoice being delivered to the Customer.

8. TITLE TO GOODS AND PASSING OF RISK

8.1 All of the risk in the Goods passes to the Customer upon Delivery of the Goods.

8.2 Despite anything to the contrary in these Terms, property in all Goods will remain with the Company or, if the Company does not have title to the Goods, with the entity on whose behalf the Company is distributing the Goods (each described as the 'Owner') and title will not pass to the Customer until the Company has received payment in full for all Goods (including any amount charged for any tax, including GST, on the Goods) and of all sums owing on any and all of the Customer's other accounts with the Company, or under any Supply Contract made with the Company.

8.3 Without limiting clause 8.2, if payment by the Customer is made by way of cheque or other negotiable instrument, title in the Goods will not pass to the Customer until the cheque or other negotiable instrument has been honoured or cleared by the Company's bankers.

9. RETENTION OF TITLE

9.1 From the time that any Goods are Delivered to the Customer by the Company until the time that title passes to the Customer in accordance with clause 8, the Customer takes custody of the Goods and retains them as the fiduciary agent and bailee of the Owner .

9.2 Where the Customer does not make payment in respect of specific Goods, payment must be treated as having been made first in respect of Goods which have passed out of the possession of the Customer, and then in respect of whatever Goods which are still in the possession of the Customer the Company elects.

9.3 Until the Goods have been paid for in full, the Customer:

1. must properly store, protect and insure the Goods;
2. may sell the Goods, in the ordinary course of its business, but only as fiduciary agent of the Owner. The Customer has no authority to bind the Owner to any liability by contract or otherwise and must not purport to do so. The Customer receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the Goods (including any proceeds from insurance claims) in trust for the Owner. The Customer may keep those proceeds in its usual business operating account, but those proceeds, or an amount equivalent to those proceeds, is held by the Customer on trust for the Owner until all liability to the Company is discharged; and
3. agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the Goods.

9.4 If the sale price of all Goods sold by the Company to the Customer is greater than the sum of:

1. the proceeds actually received by the Company in respect of all dealings by the Customer with the Goods; and
2. all other payments received by the Company in respect of the Goods;

9.5 the difference remains a debt owing by the Customer to the Company. The Company is entitled to reclaim possession of any of the Goods, even if they have been paid for in full, in satisfaction of all debts owing to the Company, if any of the following events occurs ('Insolvency Event'):

1. the Customer defaults under these Terms, a Supply Contract or any other contract with the Company;
2. the Customer commits an act of bankruptcy;
3. a receiver is appointed to the Customer;
4. the Customer goes into liquidation, administration, or some other form of insolvency administration, whether formal or informal;
5. the Customer ceases to carry on business;
6. the Customer enters into a scheme or compromises with its creditors; or
7. the Company serves a notice on the Customer to the effect that it intends to reclaim possession of the Goods, without prejudice to any other rights of the Company.

9.6 The Customer irrevocably authorises the Company, its agents, officers, employees and authorised representatives, at any time, to enter any premises:

1. upon which the Goods are stored to enable the Company:
 - a. to inspect the Goods; and/or
 - b. if the Customer has breached these Terms, a Supply Contract or any other contract with the Company, or is the subject of an Insolvency Event, to reclaim possession of the Goods; and
2. upon which the Customer's records pertaining to the Goods are held, to inspect and copy the records pertaining to the Goods supplied by the Company to the Customer.

9.7 Where the Company enters any premises pursuant to clause 9.6 the Customer must procure the consent of all other persons having any interest in the premises where any Goods are situated to allow the Company, its agents, officers, employees and authorised representatives entry and shall indemnify the Company against any claim, loss, liability, cost and expense that may be incurred or sustained by the Company, its agents, officers, employees or authorised representatives, as a result of the entry of those premises where Goods are situated and/or retaking possession of Goods.

9.8 When Goods referenced with a particular ISBN are ordered by the Customer, any Goods with the same ISBN remaining in the Customer's stock at any one time are deemed to be the last of such Goods purchased from the Company.

9.9 In addition to the Company's rights under clauses 9.6 and 9.7, if the Customer has breached these Terms or any Supply Contract, or has committed an Insolvency Event, the Company may demand the return of all Goods and the Customer must deliver those Goods to the address specified by the Company in such demand, at the Customer's expense.

9.10 In the event of the sale of the Customer's business or a change in its ownership, all Goods held by the Customer as bailee for the Owner remain the property of the Owner and cannot be transferred to the new owner unless authorised by the Owner in writing.

9.11 This clause 9 will apply despite any arrangement between the parties under which the Company grants the Customer credit. Where the Company grants the Customer credit for a specific period the credit period is for that period or until the resale of the Goods by the Customer or their use by the Customer in a manufacturing process of its own or a third party, whichever is the earlier.

9.12 The Company may commence legal action against the Customer if the Goods are not paid for within the Company's usual payment terms or any separate arrangement for payment made by the Company with the Customer although property in the Goods has not passed to the Customer.

10. SOLE AGREEMENT

10.1 Except to the extent otherwise agreed in writing by the Company, these Terms:

1. represent the entire agreement and understanding between the parties on everything connected with the subject matter of these Terms except to the extent that any terms are imposed by law that cannot be excluded; and
2. supersede any prior agreement or understanding on anything connected with that subject matter.

11. LIMITATION OF LIABILITY

- 11.1 So far as the law permits, the liability of the Company for a breach of a condition or warranty (express or implied) is excluded. Liability for breach of a condition or warranty that cannot lawfully be excluded is limited, at the Company's option, to:
1. the replacement or repair of the goods;
 2. the supply of equivalent goods; or
 3. the cost of replacing or repairing the goods or of acquiring equivalent goods.
- 11.2 Except for terms, conditions or warranties which are implied by law and cannot lawfully be excluded, the Customer agrees that no term, condition, agreement, warranty, representation or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon the Company, other than these Terms, is made or given by or on behalf of the Company or is relied upon by the Customer.
- 11.3 Any description of the Goods contained in the Order or invoice is given by way of identification only and the use of such description will not constitute a contract of sale by description.
- 11.4 Without limiting clause 11.1, to the maximum extent permitted by law, the Company has no liability (including liability in contract, negligence or under statute) to any person for any loss or damage, consequential or otherwise, suffered or incurred by the Customer or any person, in relation to the Goods or advice, recommendations, information or services in relation to the Goods, including any loss or damage, consequential or otherwise, caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the Goods or advice, recommendations, information or services in relation to the Goods.
- 11.5 The application of the United Nations Convention on Contracts for the International Sale of Goods (known as the Vienna Sales Convention 1980) is excluded.

12. COPYRIGHT

The Customer acknowledges that the Goods supplied under these Terms of Trade are subject to copyright protection under the laws of Australia.

13. WITHDRAWAL OF CREDIT

The Company reserves the right to institute, amend or withdraw at any time a credit limit for the Customer at the Company's own discretion and without liability to the Customer or any person or entity. The Customer agrees to pay on demand all sums owing in connection with this credit facility in the event the credit facility is withdrawn.

14. CHANGE OF OWNERSHIP OR CUSTOMER RESTRUCTURE AND ASSIGNMENT

- 14.1 Should the Customer sell or dispose of in any way its business, adequate arrangements for the settlement of outstanding monies will be required by the Company before or at settlement of the sale of the Customer's business. The Customer must notify the Company in writing of any change in its structure or management including any change in director, shareholder, or management or change in partnership or trusteeship with 14 days of the date of any such change.
- 14.2 The Customer may not assign or transfer all or any of the Customer's rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer all of its rights or obligations under this Agreement at its sole discretion and without the prior written consent of the Customer.

15. REVIEW OF TERMS

The Company reserves the right to review and change these Terms by giving thirty (30) days notice of such changes, in writing to the Customer.

16. LEGAL JURISDICTION

These Terms and any Supply Contract are governed by and construed in accordance with the laws of the State of Victoria and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

17. FORWARD ORDERS

- 17.1 The Customer agrees:
1. to pay for so much of any Order as is from time to time invoiced by the Company;
 2. that no delay or failure to fulfil part of such Order will entitle any cancellation or variation of that Order or reduce any payment; and
 3. to pay any demurrage and/or other costs and expenses of the Company in handling and/or holding any Goods once ready for Delivery.

18. FORCE MAJEURE

If either party is prevented from or delayed in complying with an obligation (other than to pay money) under these Terms or a Supply Contract by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that compliance is prevented or delayed.

19. ATTORNMENT

For the purpose of giving effect to the Customer's obligations pursuant to these Terms the Customer hereby irrevocably appoints the Company its attorney in all things. The Company may appoint any one of its officers as a sub-attorney for the purposes of this clause 19.

20. DISPUTES

The Customer agrees to pay into a trust account (earning market interest) in the joint names of the Company and the Customer any amount claimed by the Company as a condition precedent to disputing any such claim on the basis that upon resolution of the dispute the trust funds and any interest will be dispersed according to the resolution. This clause operates as a bar to any defence and/or counterclaim by the Customer until complied with.

21. DEFAULT

Upon any default or breach of these Terms or a Supply Contract by the Customer, the Company may (inter alia) retain all monies paid and/or cease further Deliveries and/or at the Company's discretion take immediate possession of any Goods not paid for, without prejudice to any other of its rights under these Terms or at law, and without being liable in any way to any party.

22. SEVERABILITY

If anything in these Terms or a Supply Contract is unenforceable, illegal or void then it is severed and the rest of these Terms or the Supply Contract remain in force.

23. PRIVACY ACT

For the purpose of considering the Customer's application for credit, the Customer agrees that the Company may make any inquires it deems necessary to investigate the Customer's creditworthiness including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers ('the Sources'). The Customer authorises the Sources to disclose any information concerning its creditworthiness in their possession to the Company. The Customer agrees that the Company may disclose any information in its possession concerning the Customer's creditworthiness to the Sources. Upon request, the Customer may gain access to the information that the Company holds about it in accordance with the *Privacy Act 1988* (Cth) and the National Privacy Principles.

24. STATEMENT BY THE COMPANY

A statement by any officer of the Company is conclusive evidence of any fact, matter or thing.

SECTION C - ACCEPTANCE OF TERMS AND CONDITIONS

I have reviewed the Terms contained in this document. I agree that all transactions with Random House Australia Pty Ltd will be conducted in accordance with these Terms (as varied from time to time in writing).

AGREEMENT THAT THE COMPANY MAY SEEK CONSUMER INFORMATION

(SECTION 18k (1)(b) PRIVACY ACT 1988)

If the Company considers it relevant to assessing my/our application for commercial credit, I/we agree to the Company obtaining a credit report containing personal credit information about me/us in relation to commercial credit by the Company.

GUARANTOR'S AGREEMENT (SECTION 18K (1) (c) PRIVACY ACT 1988)

I/we agree that the Company may seek from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the Customer.

AGREEMENT THAT THE COMPANY MAY USE A CREDIT REPORT ABOUT ME FOR COLLECTING OVERDUE PAYMENT (SECTION 18K (1)(h) PRIVACY ACT 1988)

If the Company considers it relevant to collecting overdue payments in receipt of commercial credit provided to me/us, I/we agree to the Company receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

AGREEMENT TO THE COMPANY SEEKING FROM OR GIVING TO OTHER COMPANIES DETAILS ABOUT MY/OUR CREDIT WORTHINESS (SECTION 18N (1)(b) PRIVACY ACT 1988)

I/we agree that the Company may give to and seek any Companies named in this credit application and any Companies that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that Companies are allowed to give and receive from each other under the Privacy Act.

I/we acknowledge receipt of and accept these Terms and I/we certify that I/we have authorisation to complete and sign this Application for Credit.

I hereby agree to these Terms Witnessed by:

Signature: Signature:

Print Name: Print Name:

Position:

Company:

Dated this day of 20

Please ensure that this application is signed and witnessed.

SECTION D - PERSONAL GUARANTEE

In consideration of the Company granting a credit account to the Customer at my/our request I/we, the undersigned, hereby jointly and severally guarantee the prompt payment of any and all accounts for and monies due for Goods supplied to the Customer by the Company from time to time and I/we agree to indemnify the Company and keep it indemnified in respect of all liability that the Company will from time to time incur as a result of the Company supplying Goods to the Customer pursuant to the credit or supply agreement existing between the Company and the Customer from time to time. I/we agree that the Company may immediately recover the money from me/either or both of us as a liquidated debt without first commencing proceedings or enforcing any other right against the Customer or any other person. I/we agree that the granting by the Company to the Customer of additional time to pay monies due under this credit agreement or any other indulgence shall not affect my/our liability under this guarantee. I/we also acknowledge that the Terms numbered 1 to 25 were included in this application form at the time I/we executed this guarantee and that I/we have read and fully understood and agree to be bound by the same.

Full names and addresses of Guarantors (must be a Director)

1. Name	2. Name
Address	Address
.....
Signature	Signature