

TERMS & CONDITIONS OF SALE

1. Definitions

In these conditions 'KLB' shall mean Kenya Literature Bureau 'customer' shall mean the person(s) or firm or company purchasing goods from KLB, 'goods' shall mean the books, products or other materials sold by KLB.

2. General

- a. All orders for the sale of goods accepted by KLB are subject to these Terms & Conditions which may only be varied by an authorized official of KLB, in writing. Except as provided above, these Terms & Conditions override all conditions provided by the customer.
- b. All goods are sold firm, unless otherwise agreed in writing, and are subject to the condition that they not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without KLB's prior consent, in any form of binding or cover other than that in which they are published and without a similar condition including this condition being imposed on the subsequent purchaser.
- c. Each order made by the customer shall constitute a separate contract on the terms of the relevant invoice and these terms and conditions, and accordingly there shall not be any implied continuing obligation to supply the customer after fulfillment of each order and no notice period shall be required to be given by KLB should KLB decide to cease trading with the customer.
- d. Any reference in these Terms & Conditions to any provision of the statute shall be confirmed, as reference to that provision as amended, re-enacted or extended.

3. Publication Date

New books/titles supplied by KLB shall not be sold before the advised publication date.

4. Prices

- a. Prices are subject to alteration by KLB at any time up to and including the date of the invoice. VAT will be charged additionally at the current at the date of invoice on all sales where KLB must account for VAT.
- b. All quotation or estimates given by KLB are subject to KLB's confirmation of its acceptance of an order and to availability of the goods. Unconfirmed quotations or estimates shall lapse 30 days unless otherwise agreed in writing by KLB.

5. Customer Discounts

- a) KLB shall provide discounts to its customers in accordance to its credit management policy.
- b) Customer credit limit shall be reviewed upwards or downwards subject to annual sales performance evaluation.

6. Customer's obligations

The customer undertakes to abide by the following terms:

- (i) To provide all the information as required in the customer registration and trading form.
- (ii) To provide true and accurate information to KLB as pertained to their business.
- (iii) To ensure cheques are not dishonored, if they do, services shall be discontinued.
- (iv) To pay all bank's penalties related to the unpaid cheque.
- (v) All other obligations shall be as provided under the Sale of Goods Act of Kenya and all other laws relating to sale of goods.

7. KLB's obligations

- (i) Goods shall correspond to description and all other warranties are excluded.
- (ii) Delivery of goods shall be at the vendor's premises except for purchases below Kshs. 40,000 (or as advised from time to time).
- (iii) The customer shall make all the necessary arrangements to take delivery of goods when put in a deliverable state.
- (iv) The customer shall be deemed to have accepted goods 72 hours after delivery.

(v) Upon acceptance of the goods the customer shall NOT be entitled to reject the goods which are not in accordance with the contract save for a material defect in the goods as to warrant such rejection.

(vi) Where the customer rejects the goods, he/she shall give appropriate notice as provided herein and within reasonable time.

(vii) Title shall pass on delivery of the goods to the customer.

(viii) Risk shall pass on the delivery of the goods to the customer.

8. KLB's covenants

(i) KLB agrees to use its best efforts within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the Parties enjoy the benefits of this Agreement.

(ii) KLB will make every effort to supply the exact quantities ordered but reserves the right where necessary to vary the quantities, for example in cases of special production or to conform to printer's pack quantities, except in the case of outside Kenyan sales when letters of credit are used or when import licenses are applicable in the country or territory of destination. Unless the customer has specifically requested otherwise, goods which KLB is unable to supply immediately will be dispatched to the customer when available without further notice to the customer.

(iii) Where the customer does not specify which edition of a book or other product is required and there is more than one, KLB will normally supply the available edition. No variation by KLB in the manufacture or design of any goods will constitute a breach of contract or impose any liability upon KLB.

9. Physical Delivery

a. Kenya

Goods will be delivered carriage paid subject to clause 8 (i) & (ii) to customers in Kenya when the stipulated point of delivery is the customer's usual place of business. When KLB is supplying carriage paid the means of transport shall be completely at KLB's discretion. When the stipulated point of delivery is other than the customer's usual place of business, goods will be supplied ex-warehouse and the customer shall be responsible for paying for carriage.

b. Outside Kenya Sales

Goods will be delivered in accordance with the provisions of the applicable INCOTERMS (2020 edition) as specifically agreed with the customer.

c. Time for Delivery

(i) KLB will use its reasonable endeavors to meet any agreed delivery date but does not guarantee to do so and time of delivery shall not be of the essence of the contract, unless expressly so agreed in writing by KLB.

(ii) Each delivery of any part of an order will be deemed to constitute as a separate enforceable contract to which these Terms & Conditions will apply.

10. Defective Goods

a. The customer shall inspect the goods within seven (7) days after their delivery and shall give written notification to KLB of any shortages or manufacturing faults revealed by that inspection.

b. KLB will replace such goods as it agrees to be faulty provided that such replacement can be made from current stock.

c. If replacement cannot be made from stock, KLB will record a backorder for supply on arrival of new stock or, if so requested, credit the invoice value of any faulty goods.

11. Claims for Loss and Damage in Transit within Kenya

a. Where KLB has sold carriage paid, the customer shall notify KLB in writing in respect of any loss, damage or delay to the goods within the following time limits:

(i) For loss from the package or for damage to a consignment or any part thereof: verbally within 36 hours of the date of delivery of the consignment or part of the consignment, followed by a valued claim in writing within 14 days after the termination of transit;

(ii) For loss, miss-delivery or non-delivery of the whole of a consignment or of any separate package forming part of a consignment: within 48 hours of the customer becoming aware of any non-delivery, followed by a valued claim in writing within 14 days after the commencement of transit.

b. In the event of a late claim causing prejudice to KLB, KLB shall be relieved of all and any liability in respect of such a claim.

12. Claims for Loss and Damage in Transit-Outside Kenya sales

a. When the risk of loss or damage to the goods remains with KLB under the terms of sale, the customer shall immediately notify KLB and the carrier in writing in the event of any loss of or damage to or non-delivery of any separate part or the whole of the consignment of which the customer takes receipt. The customer shall indemnify KLB against any prejudice suffered by KLB as a result of late notification.

b. When the risk of loss or damage to the goods has passed to the customer under the terms of sale, the customer is advised that failure to give prompt notice to a carrier may prejudice the customer's claim against such carrier.

13. Returns

a. Returns can only be made if they are undertaken in accordance with clause 11.

b. The customer shall be liable for handling and storage charges incurred at KLB for unauthorized returns if received.

14. Risk and Title

a. Legal and beneficial ownership in the goods passes to the customer on delivery of the goods.

b. If payments received from the customer are not stated to refer to a particular invoice KLB may appropriate such payments to any outstanding invoice.

c. Where KLB is unable to determine whether any goods are the goods in respect of which the customer's right to possession has terminated, the customer shall be deemed to have sold all goods of the kind sold by KLB to the customer in the order in which they were invoiced to the customer.

15. Payment and Interest

a. All post-dated cheque and current cheque accounts **SHALL BE** considered paid when the cheque clears through the bank.

b. Payment shall be net credit according to the terms separately agreed between KLB and the customer in accordance with Clause 5 or shall be made before delivery if so required by KLB. In the case of outside Kenya sales, payment shall be made in the currency stipulated on the invoice.

c. Non-payment of accounts on or before the due date or the exceeding by the customer of any credit limit shall entitle KLB to stop all deliveries and to terminate any contract or commitment in respect of undelivered goods. Any partial payments will be first credited against interest due.

d. Costs incurred by KLB in recovery of any debt shall be payable by the customer, including agents' commission, legal fees and charges incurred under the jurisdiction of a court of KLB's choice.

e. KLB reserves the right to invoice goods which are not immediately supplied but are reserved for consolidation in order to secure economic freight costs.

16. Cancellation of Orders

Once dispatched, goods must be accepted and paid for by the customer and notice of cancellation will not be accepted.

17. Libel

a. KLB reserves the right to withdraw from customers any goods which are the subject of a libel action, or for any other reason at KLB's complete discretion, and to forbid the sale of any goods which KLB's customer has purchased. KLB undertakes to bear the expense of the return of such items and also to credit the purchase price.

b. The customer shall co-operate fully in any withdrawal (at the expense of KLB) by KLB of any goods pursuant to this clause 18 and shall give all reasonable assistance requested by KLB in recovering the goods and preventing their sale to third parties.

18. Ethical conduct/Anti-Bribery & Corruption Act

c. The customer represents and warrants that it shall not offer, promise, pay, give or authorize (tacitly or otherwise) any financial or other advantage, on behalf of KLB to any person in order to induce that person improperly to perform a function or activity in connection with this agreement.

d. The customer shall promptly report any apparent breach of clauses 19 a) or b) to KLB.

e. The customer shall co-operate with KLB and/or any regulatory or public authorities in relation to any investigation in respect of matters relating to bribery and corruption.

19. Amendments

a. KLB reserves the right to alter or amend these Terms & Conditions of Sale generally, or for any particular class of goods or customer. Customers should refer to the latest Terms & Conditions of Sale, which are available upon request or from KLB's website.

b. KLB should be notified in writing of any change to the customer's ownership or status.

20. No waiver

a. Failure by KLB to enforce any of the provisions hereof shall not be construed as a waiver of its rights nor prejudice KLB's right to take subsequent action.

21. Force Majeure and Liabilities

a. No liability shall attach to KLB for loss or damage or delivery delays or failure to manufacture or supply goods arising from factors outside its reasonable control.

b. These Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, an ordinary event, KLB shall have no liability arising out of or in connection with the supply of the goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.

22. Use and Disclosure of the Customer's Information

a. KLB and the customer undertake to each other that they will comply with the Data Protection Act 2019 in so far as it relates to this Agreement.

b. The customer agrees that KLB may disclose its information to licensed credit reference agencies in order to carry out credit checks for the purposes of this Agreement and note that any enquiry by KLB will be logged by such licensed credit reference agencies.

NOTE: By signing this document Party/parties undertake(s) to abide by and be bound by the terms contained herein.

I **accept to be bound by the terms and conditions contained herein**

Date:

Signature: