



# Lonely Planet Terms

Lonely Planet Publications Pty Ltd ("**Lonely Planet**" / "**we**" / "**us**") supplies all of its products within Australia ("**Products**") via its agent Penguin Random House Australia Pty Ltd trading as United Book Distributors ("**UBD**").

These Lonely Planet Terms are additional to the United Book Distributors Conditions of Sale ("**UBD Terms**"), which apply to all Orders of Products made by you through UBD. For the purposes of the UBD Terms, these Lonely Planet Terms are additional terms and conditions applicable to your Orders within the meaning of "**Trading Terms**" as defined in the UBD Terms at clause 1.

## 1. Discounts

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- 1.1 **Discounts.** We will determine the discount applicable to you and notify you of that discount in writing.
- 1.2 **Exclusive supply.** You must obtain all of your requirements for the Products exclusively and directly from us, unless we otherwise agree with you in writing.

## 2. Returns of Old Stock and Overstocks

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- 2.1 **Old Stock.** You must not sell any Old Stock unless authorised in writing by us. We will accept the return of Old Stock, provided: (a) you lodge a written request for the return within 6 months of the product becoming obsolete, which includes a detailed written inventory of the products (detailing the title, invoice number, ISBN and quantity); (b) UBD authorise the return by issuing you a RA; and (c) you return the Front and Back cover to UBD within 1 month of the authorisation. (Our catalogue is indicative only as to when a Product may be replaced. We will provide you with lists of Old Stock, which you may return in accordance with these Terms.)
- 2.2 **Overstocks.** We may, in our sole discretion, accept the return of Overstocks from you provided:
- (a) you lodge a request via UBD which includes a detailed written inventory of the Products (detailing the title, invoice number, ISBN and quantity);
  - (b) the request is lodged more than 3 months after invoice and, for Trade and Reference and Lonely Planet Kids Products, is not lodged more than 12 months after invoice;
  - (c) the return is authorised and UBD issue you with a RA; and
  - (d) the Products are returned within 1 month of the authorisation and UBD confirm that they are in a good and resaleable condition (including free from stickers and sticker residue) and free from any third party charge, lien, encumbrance or other third party right.
- 2.3 **Returns delivery.** Returns are at your risk until we acknowledge receipt and credit your account. The costs of all returns, including packaging, transportation and delivery, will be borne by you (other than for authorised Damaged, Misbound or incorrectly supplied stock as agreed).

## 3. Definitions

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**Delivery** means delivery to the address specified your Credit Account Application or otherwise agreed in writing.

**Lonely Planet, "we", "us"** means Lonely Planet Publications Pty Ltd (ABN 36 005 607 983), of The Malt Store, Level 3, 551 Swanston Street, Carlton 3053 Victoria, Australia, its employees, agents and representatives.

**Old Stock** means travel guidebook Products that have been replaced by a new edition or title (that is, the new edition or replacement title is delivered to UBD) or Products which have been withdrawn from publication.