

Juno Publishing and Media Solutions Ltd: Terms and conditions for the acceptance of Bookstore products and services, other than advertising

I: Application conditions to the contract

1. The contracting parties undertake to observe the general and specific conditions of the contract when agreed by the client and Juno Media & Publishing Solutions Ltd. For Juno Media & Publishing Solutions Ltd this agreement is only valid if signed by a person authorized by the company. When a consultant signs this document it is only to confirm his agreement to work on the project.
2. Juno Media & Publishing Solutions Ltd considers as orders only those that it has accepted and confirmed in writing.
3. Any modification to the contract in progress will have to be specifically agreed to by the contracting parties.
4. In case of termination or denunciation of the contract, or of misconduct, during the contract, Juno Media & Publishing Solutions Ltd will have the right to invoice at the stage in progress, and to take legal action for prospective damages.
5. The time limits that we are asked to state for the production of the orders are given for information only and are not guaranteed. War, strikes, epidemics, interruption of transport, shortage of transport material, accidents and any other cause independent of our will leading to partial or complete unemployment of our establishments or of those of our suppliers are as many cases of unexpected occurrences that authorize and justify any delay in the production of the orders.

II: Responsibilities

6. The purchaser (or any other person) is responsible for choosing the product and for the use and interpretations he/she makes of the documents consulted, of the results he/she obtains, and of the advice and acts he/she deduces thereof. Consequently, Juno Media & Publishing Solutions Ltd's responsibility can in no case be called into question for any direct or indirect damage, financial or otherwise, that may result from the use of a data aid or edited media supplied by Juno Media & Publishing Solutions Ltd. All the information that we diffuse and all of the edited products that we sell are susceptible to being modified substituted or abandoned without notice and without engaging our responsibility. Juno Media & Publishing Solutions Ltd cannot commit itself to any particular results, only to the means of reaching these results.
7. The receiving clerk must immediately verify the quality of the merchandise. We do not accept any return of merchandise without our approval beforehand, especially concerning the mode of delivery. The material is only insured when instructed by the buyer and at his expense. No complaint relative to a possible replacement of our products will be admitted after a time limit of eight days following reception of the merchandise.
8. In the case where, after cross examination, it would be acknowledged that our products contain vices that render them unfit for use, our only obligation would be to replace the incriminated products as far as our supplies allow and without indemnities or compensation of any kind for labor costs, delays, prejudice caused or any other motive that could be invoked. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for incidents that are due to fortuitous cases or unexpected occurrences as well as for those that would result from normal wear of the different parts, from deterioration or accidents due to negligence, lack of supervision or maintenance and from faulty use of these parts. The client must in no case proceed to modifying the delivered merchandise, or in doing so renounces the possibility of replacing it.

III: Shipment and ownership

9. All shipments are Ex Works. The shipping and insurance costs devolve to the buyer. It is his responsibility, in case of missing items, delays or damage brought about during transport, to exercise every recourse against the transporters. Product delivery is at the risk of the purchaser. Juno Media & Publishing Solutions Ltd remains sole owner of the delivered goods until total payment of the purchase.

IV: Invoicing and limit of payment

10. Payments are to be sent to Juno Media & Publishing Solutions Ltd.
11. Payment due: payment is due 30 days after the date of invoice except in the case of a particular written agreement.
12. The client may not withhold payment of any invoice or any other amount due to Juno Publishing and Media Solutions Ltd by reason of counterclaim, which the client may have or allege to have for any reason whatever.
13. If the client fails to comply with any of the Conditions, it shall nevertheless continue to be liable for all charges due.

V: Warranties and liability

14. Juno Publishing and Media Solutions Ltd's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise in connection with any supplied material or otherwise under this Contract shall be limited to the price payable by the client. Juno Publishing and Media Solutions Ltd shall not be liable for any increased costs or expenses, loss of profit, business, contracts, revenues or any anticipated savings, of the client or for any special indirect or consequential damage of any nature whatsoever.
15. Juno Publishing and Media Solutions Ltd does not exclude or restrict its liability for death or bodily injury caused by the negligence of Juno Publishing and Media Solutions Ltd or of its employees while acting in the course of their duties.
16. All warranties, conditions or other terms implied by statute or common law are excluded except as expressly provided in these Conditions.
17. Juno Publishing and Media Solutions Ltd shall not be liable in respect of any breach of these conditions due to any cause beyond Juno Publishing and Media Solutions Ltd's reasonable control.
18. Any notice or other communication required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If sent by first class prepaid post, it will be deemed to have been received two working days after dispatch, and if by fax at the start of business on the working day after dispatch.
19. No waiver by Juno Publishing and Media Solutions Ltd of any breach of the Contract by the client shall be considered as a waiver of any subsequent breach of the same or any other Condition.
20. Juno Publishing and Media Solutions Ltd is not responsible for the goods or services it provides on behalf of third parties, such as those for which it acts as an agent.
21. If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
22. Any reference in these Conditions to a statute or a provision of a statute shall be deemed to be a reference to that statute or provision as subsequently amended, extended or re-enacted.
23. The Contract shall be governed by the laws of England and Wales.

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