

TERMS OF TRADING ("TOT")

V15 (07.01.21)

1. DEFINITIONS

Affiliate means (i) any entity that from time to time, directly or indirectly controls, is controlled by, or is under common control with Supplier, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganisation, sale or other disposition) to any such entity or its business and assets, (ii) Thomson Reuters Corporation or any entity or entities that from time to time is / are the parent company/companies of any of the Thomson Reuters group of companies (each a "Parent Company") or (iii) the respective direct or indirect subsidiaries of any Parent Company. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

Charge by Release Product means a service whereby Customer receives each individual release or issue of a publication as and when it is published and which is charged for individually on publication.

Contract means an individual legally binding contract between Supplier and Customer subject to TOT created when an Order is accepted by Supplier.

Customer means any natural person or other legal entity which orders, buys, receives or licenses Goods from Supplier.

Customer Nominee means any person other than Customer specified by Customer for receipt of a delivery.

Customer Support means Supplier's customer services – contact details posted on the Website.

Customer Terms means any contrary, different or additional terms or conditions contained or referred to in an Order or in any other correspondence or documents from Customer, or any purported amendment to TOT.

Delivery Charges mean (where applicable) either (i) the fixed charges to Customer for delivery and handling as specified from time to time on the Website, on Marketing Materials or otherwise notified ("Fixed Delivery Charges"), or (ii) the variable fees calculated at the time of order according to the weight of Goods purchased and delivery destination, which are payable by Customer for delivery and handling where applicable ("Variable Delivery Charges").

Due Date means the date shown on Supplier's invoice as the due date for payment.

Electronically Delivered Goods means items which are not physically delivered to Customer, but are downloaded by Customer, delivered to Customer by email, or by such other electronic delivery medium as Supplier shall determine which, for the avoidance of doubt, excludes Online Services, JCT Contracts, Webinars and ProView eBooks and which are subject to their own terms and conditions.

Fixed Delivery Charges – see "Delivery Charges" above.

Goods means items which are delivered either physically or through electronic means to Customer (including but not limited to print, disk and CD products, mainworks and issues/releases of Subscription Products and Charge by Release Products, new editions and supplements, and Electronically Delivered Goods).

Marketing Materials means any catalogue, list, mailshot, advertisement or quotation for Goods and/or Services whether print, online (including on the Website), email or otherwise.

Online Service means a website maintained by Supplier (and any associated free or paid for information updater service) which delivers and/or makes available information to Customer for which Customer pays a fee to access for an agreed period of time.

Order means any order placed by Customer for supply of Goods and/or Services by Supplier to Customer.

Price is defined in clause 5.1.

Returns Policy means the policy and procedure for returning applicable Goods to Supplier as published at www.tr.com/uki-returns or available on request.

Satisfaction Guarantee means the guarantee offered by Supplier whereby, if certain Goods are not to Customer's satisfaction, Customer may return those Goods to Supplier provided that the conditions explained in Clauses 8.3 to 8.5 are adhered to by Customer.

Services mean any advisory, research or consultancy services provided by Supplier and which are subject to their own terms and conditions.

Standing Order means a Contract either to purchase (a) all supplements to an edition of a book; (b) all new editions of a book; (c) all new editions of a book and all supplements thereto; or (d) bound volumes to a journal Subscription Product.

Subscription Product means Goods which have an updating service whereby customer receives specified Goods to be delivered in instalments during a Subscription Period, subject to payment of the relevant fee and in the case of the initial purchase of a looseleaf Subscription Product, includes the mainwork.

Subscription Period means a period of 12 months, or as otherwise agreed, commencing on any date as specified in the relevant Subscription Statement, the renewal of which shall be in accordance with the TOT.

Subscription Renewal see clause 7.2.

Subscription Statement see clause 7.2.

Supplier means any of the following below as specified on Customer's order confirmation, invoice, Subscription Statement or Supplier will provide Customer with details on request: (a) Thomson Reuters (Professional) UK Limited, (Company No. 1679046)("TRPUKL"). Registered in England and Wales. Registered office: 5 Canada Square, Canary Wharf, London E14 5AQ; or (b) Thomson Reuters (Professional) Ireland Ltd (Irish Registered Company No. IE 04607955)("TRI"). Registered office: 12/13 Exchange Place, I.F.S.C., Dublin 1, D01P8H1, Ireland("TRI").

Total Price means the amount to be paid by Customer to Supplier for Goods and/or Services as specified on the Supplier's invoice which constitutes the Price less any agreed discounts, plus VAT (where relevant) levied at the prevailing rate, Delivery Charges if applicable and any other agreed charges.

Variable Delivery Charges – see "Delivery Charges" above.

Website means, in respect of TRPUKL www.sweetandmaxwell.co.uk, or in respect of TRI www.roundhall.ie, (as the case may be) or any successor to each. Use of the Website is subject to Website Terms of Use posted on the respective Website as updated from time to time.

Website Order means any Order placed through the Website or through any of the following websites: www.incomesdata.co.uk, www.wgreen.co.uk or any successor to each.

2. ACCEPTANCE OF ORDERS

2.1 No Marketing Materials shall constitute an offer capable of acceptance by Customer but shall be an invitation to place an Order. Orders shall be accepted entirely at Supplier's discretion and, if accepted, are governed by the TOT.

2.2 TOT shall override any Customer Terms and no Customer Terms will form part of the Contract unless expressly accepted in writing by Supplier.

2.3 An Order shall be deemed to have been accepted by Supplier on the earliest of:

2.3.1 acceptance by Supplier of payment in cleared funds for Goods;

2.3.2 despatch to Customer of an Order confirmation or note requesting advance payment or any other note advising that the Order will be fulfilled once Goods are available (but not an email Order acknowledgement following a Website Order);

2.3.3 delivery of Goods to Customer or Customer's Nominee, which in the case of Subscription Products shall mean delivery of any component part; or

2.3.4 in the case of Services, commencement by Supplier of supply of the said Service or Supplier having provided Customer with access

thereto.

2.4 Where Goods or Services are subject to a specific licence or terms and conditions, if TOT applies TOT shall apply as varied and augmented by such licence or terms and conditions, available with the relevant product/service, online, or on request, (together "Service Terms").

2.5 Where Goods are supplied subject to discretionary terms granted to the book trade ("Trade Terms") TOT shall apply as varied and augmented by Trade Terms.

2.6 In the event of conflict between TOT and the Service Terms or the Trade Terms the latter shall prevail but only to the extent of the conflict.

3. DELIVERY OF GOODS

Dates given for delivery are a best estimate, are given in good faith and may be subject to change without notice. Supplier will deliver Goods to the address supplied at the time of order or to an alternative address agreed in writing. Delivery will be complete when the Goods are delivered to the Customer's address and made available for unloading. Customer is responsible for import clearance and any applicable local taxes or import duties.

4. PROPERTY IN GOODS

The risk in any Goods will pass to Customer on delivery, irrespective of when payment is completed. All Goods remain the property of Supplier until they are paid for in full. Until then Supplier remains the equitable and legal owner and Customer is in possession of the Goods as bailee until payment is completed in full. Should Customer fail to pay for the Goods Supplier shall be entitled, upon reasonable notice, to retake possession of the Goods, resell them and keep the proceeds of the sale. Any shortfall remaining in the amount owing after resale will remain a debt owed by the Customer.

5. PRICE AND PAYMENT

5.1 Customer agrees to purchase Goods at the Price, defined as:

5.1.1 for renewal of a Subscription Product, as specified in the relevant Subscription Statement (annual or multi-year, as relevant) or Subscription information (annual or multi-year, as relevant); and

5.1.2 for all other Goods (except those individually negotiated or those subject to an offer for which special offer terms may apply) as specified in Supplier's price list current at the time of despatch of Goods, as published on the Website.

5.2 Rates, Prices, discounts, offer terms and Delivery Charges published in Marketing Materials, Trade Terms, on the Website, on the websites of Affiliates or otherwise are subject to variation by Supplier at any time without prior notice.

5.3 Delivery Charges may be payable by Customer for delivery and handling of Goods. Where Fixed Delivery Charges are specified prior to placing the Order, Customer shall pay such Fixed Delivery Charges. Where no Fixed Delivery Charges are specified prior to placing the Order, Customer shall pay the applicable Variable Delivery Charges, to be notified to Customer at the time of placing the Order.

5.4 The Total Price shall be paid in full in cash or cleared funds:

5.4.1 in advance of despatch of Goods; and

5.4.2 where Customer has an account with Supplier, in accordance with the terms granted by Supplier and by the Due Date. Time of payment shall be of the essence.

5.5 Where Customer pays for Goods (whether available or not at the time of Order) by payment card (being either a debit or credit card), Customer hereby authorises Supplier to debit the said card with the Total Price.

5.6 Accounts are by application to Supplier, and are at Supplier's sole discretion, subject to any special terms notified to Customer by Supplier. Supplier shall not be obliged to supply/continue supplying Goods to Customer under any accepted Order where Customer fails a credit check made by Supplier.

5.7 The invoice (or receipted invoice where paid in advance) shall be given or despatched by Supplier to Customer on or about the date of despatch of Goods, provided that Supplier reserves the right to issue further invoices to Customer in respect of increased or other charges payable under TOT and not ascertainable at the time of issue of the original invoice. Customers should notify Supplier of any invoice error within 30 days of the Invoice Date quoting account and invoice number.

5.8 If the Total Price is not paid in full by the Due Date Supplier may:

5.8.1 cancel or suspend further supplies (or access thereto if applicable) to Customer (under any Contract); and

5.8.2 charge Customer interest (both before and after any judgment) on the outstanding amount at 3% per annum above base rate of Royal Bank of Scotland plc from time to time, until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).

5.9 Customer shall reimburse Supplier (on a full indemnity basis) all costs and expenses incurred by Supplier in connection with recovery of money due to Supplier under the Contract.

5.10 Payment made by Customer to Supplier under this or any other Contract shall be applied by Supplier to invoices, and to Goods listed in invoices, in such order or manner as Supplier shall, at its entire discretion, think fit notwithstanding any purported appropriation by Customer.

5.11 No deduction shall be made by Customer without written agreement of Supplier from any payment for Goods for or on account of any matter or thing whatsoever including, but not limited to any set-off, compensation, counter-claim or present or future taxes.

6. SUBSCRIPTION PRODUCTS, CHARGE BY RELEASE PRODUCTS AND STANDING ORDERS

6.1 This clause 6 specifies additional terms that apply to Subscription Products, Charge by Release Products and Goods sold under a Standing Order. To the extent of any conflict between this Clause 6 and other clauses in the TOT, this Clause 6 shall prevail over the other clauses, but only to the extent of the conflict.

6.2 In purchasing a Subscription Product, Customer:

(a) agrees to pay the Price to receive all issues/releases (and any other elements thereto) published during the Subscription Period (and the mainwork in the case of a looseleaf product); and

(b) is entering into a Contract for a continuous subscription (unless agreed to the contrary at the point of placing an Order for the said Subscription Product) which may only be cancelled in accordance with the provisions of clause 7.

6.3 In purchasing a Charge by Release Product, Customer agrees to purchase all future issues/releases as and when they publish until the Contract is cancelled in accordance with Clause 7.4.

6.4 In setting up a Standing Order, Customer agrees to purchase all the specified future supplements and/or new editions (and any other applicable elements) of the product to which the Standing Order, applies as and when they publish, until the Contract is cancelled in accordance with Clause 7.4

7. CANCELLATION

7.1 Use of the term cancellation in this Clause 7 shall be deemed to include termination.

7.2(a) Prior to the renewal date of each Subscription Product, Supplier will notify Customer of the details of Customer's current Subscription Product(s) and the Price for the forthcoming Subscription Period or other specified period ("Renewal Price").

7.2(b) Customer's Contract for their Subscription Products only will automatically renew at the Renewal Price as set out in the statement of Subscription Products and Prices ("Subscription Statement") for the forthcoming Subscription Period UNLESS Customer notifies Supplier in writing within 30 days of the date of the annual Subscription Statement (or in the case of the end of a multi-year term, at least 45 days prior to the renewal date) that Customer wishes to cancel (or amend) the Contract for any or all of the notified Subscription(s) Products whereon the said Contract will, as applicable, either be cancelled or amended if, in the latter case, Supplier agrees to the amendment.

7.3 Other than as provided in clauses 7.2b(ii), 7.4 and 7.5, either party may cancel a Contract for a Subscription Product at any time upon providing at least 30 days' notice in writing to the other but such termination shall not be effective until the end of the current Subscription Period. Contracts for Subscription Products may not otherwise be cancelled unless permitted otherwise by law or with prior written agreement of Supplier.

7.4 Customer may cancel a Contract for a Charge by Release Product or Standing Order (in respect of forthcoming releases, supplements or editions, as applicable), at any time, unless otherwise agreed, in writing to Customer Support.

7.5 Supplier may cancel Customer's Contract for a Subscription Product if there are changes in circumstances relating to the ongoing availability of the Subscription Product either:

7.5(a) immediately and at any time by giving the Customer written notice if there are changes in law impacting ongoing availability; or
7.5(b) in all other instances, on at least ninety (90) days prior written notice.

In the event of such cancellation, if Customer has pre-paid the Price (or part thereof) in respect of the Subscription Product, Supplier's sole liability to Customer in respect of such cancellation shall be to refund the pre-paid Price for the period following termination to the end of the Subscription Period.

7.6 In the event of Customer committing any breach of any term of the Contract, going into liquidation, having a Receiver, Administrator, Judicial Factor or other similar officer appointed over the whole or any part of its assets, becoming bankrupt or notour bankrupt or apparently insolvent or granting any trust deed or entering into any composition or similar arrangement with its creditors, or if any circumstances arise which, in the sole opinion of Supplier, render any of the foregoing likely to occur then Supplier shall be entitled, without notice and without any liability whatsoever, to terminate the Contract forthwith and to exercise the rights of repossession of Goods as specified in clause 4.3. In such circumstances, Supplier shall also be entitled to cancel all Contracts or any part thereof remaining unfulfilled between Supplier and Customer and to sell to any other party or otherwise dispose of and deal with Goods.

7.7 Cancellation of the Contract shall not discharge any pre-existing liability of Customer to Supplier and on cancellation by Customer as permitted hereunder, Supplier shall be entitled to recover from Customer such loss or damage as Supplier has suffered by reason of such cancellation.

8. CLAIMS AND RETURNS

8.1 This Clause 8 governs partial or non-delivery of Goods, returns under the Satisfaction Guarantee or and the supply of defective or incorrect Goods. Claims and returns by trade and international customers are subject to clause 8.2 below.

8.2(a) Where Supplier is TRPUKL, trade customers should consult the Trade Returns Policy which is published at www.tr.com/uki-legal-contact or available on request.

8.2(b) Where Supplier is TRI, trade customers should contact Customer Support at www.tr.com/uki-legal-contact for claims and returns of issues/releases of a Subscription Product. In all cases International Customers (other than trade customers - for which see above) please contact our International Customer Service Team at www.tr.com/uki-legal-contact or telephone +44 1264 388560.

8.3 The Satisfaction Guarantee applies to all print Goods except releases/issues of Subscription Products, print items supplied as part of a bundle with other non-print elements, any print sales made outside the European Union; and any Goods identified at the point of sale as being excluded from the Satisfaction Guarantee.

8.4 Goods to which the Satisfaction Guarantee applies may be returned if they are not to a Customer's satisfaction provided that they are returned:

- (i) within 30 days of date of the invoice for the Goods being returned; and
- (ii) in accordance with the Returns Policy.

8.5 Where Customer returns Goods in accordance with 8.4 above, Customer will not be charged or will be credited the price on the invoice for the Goods being returned (where Customer has already paid); Delivery Charges will not be refunded or will remain payable. Thereafter Supplier shall have no further liability to Customer.

8.6 Claims for partial or non-delivery of Goods or for defective or incorrect Goods must be made in accordance with Schedule 1 attached hereto.

8.7 Where a damage or defect in the issue/release of a Subscription Product was not apparent on reasonable inspection at the time of delivery, the periods required for notice in Schedule 1 shall run from date that the damage/defect was discovered.

8.8 In the case of non-delivery of issues/releases of a Subscription Product, failure to provide notice as specified in Schedule 1 shall be deemed conclusive evidence of Customer having received and accepted the previous issue and Supplier shall have no further liability to Customer.

8.9 Time shall be of the essence for all notice periods specified in Schedule 1 above.

8.10 After a Resolution (as specified in the resolution column Schedule 1) has been carried out by Supplier, Supplier shall have no further liability to Customer.

8.11 Unless agreed otherwise, all Goods being returned hereunder (other than those being returned in accordance with the Satisfaction Guarantee under Clauses 8.3 to 8.5 above) shall be at the expense and risk of Customer.

9. WARRANTIES AND LIABILITY

9.1 Supplier warrants that:

9.1.1 Supplier has the right to sell, provide or license Goods and Services to Customer;

9.1.2 Goods shall correspond with their description on the Website, in catalogues, lists, mailshots, advertisements and other documents issued by Supplier, unless Customer is otherwise advised by Supplier (verbal descriptions of Goods or descriptions provided other than by Supplier shall not form part of their description); and

9.1.3 Services shall be provided with reasonable care and skill.

9.2 Supplier shall not be liable under the warranties in clause 9.1 if the Total Price has not been paid in accordance with clause 5.

9.3 Whilst reasonable care is taken to ensure the accuracy and completeness of Goods, Supplier makes no representations or warranties whatsoever about Goods other than those in Clause 9.1 and all warranties, conditions or terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Subject to clause 9.6, Supplier shall not be liable to Customer by reason of any implied warranty, condition or other term, or any duty at common law (including delict) or breach of statutory duty, or under the express terms of the Contract or by reason of any representation, which Customer acknowledges it has not relied on, whether caused by the negligence of Supplier, its employees or agents or otherwise, which arise out of or in connection with the supply of the Goods (including any delay or failure to supply the Goods according to the Contract or at all) or their use by Customer for:

9.4.1 any direct loss save in respect of the warranties in Clause 9.1; or

9.4.2 loss (whether direct or indirect) of profits, goodwill, business, revenue or anticipated savings; or

9.4.3 any increased cost or expenses; or

9.4.4 any indirect, special or consequential loss or damage of any nature whatsoever, whether or not contemplated by the parties.

9.5 Subject to clauses 9.4 and 9.6, the entire liability of Supplier in connection with the Contract shall not exceed the Total Price, except in relation to the warranty in clause 9.1.1 or as otherwise expressly provided otherwise in these Terms.

9.6 Nothing in these Terms shall limit or exclude:

9.6.1 Supplier's liability for death or personal injury caused by Supplier's negligence or for fraudulent misrepresentation; or

9.6.2 the statutory rights of Customer.

10. COPYRIGHT AND PERMISSIONS

10.1 All intellectual property rights whatsoever in Goods and Services or any materials derived therefrom (other than legal documents prepared for a particular client from a style or precedent) are reserved to the owner (Supplier or its licensors) and Customer irrevocably acknowledges and agrees that supply of Goods and/or Services to it shall not transfer any such rights.

10.2 No part of Goods or Services may be reproduced in any form (including photocopying or storing it in any medium by electronic means) without written permission of Supplier or as permitted by law or under the terms of a licence issued by the Copyright Licensing Agency Ltd, (www.cla.co.uk) for Goods and Services supplied by TRPUKL or the Irish Copyright Licensing Agency (www.icla.ie) for Goods and Service supplied by TRI. Permission requests should be addressed to Supplier's Permissions Department - contact details posted on the Website).

11. PRIVACY

Supplier's Privacy Statement is available at <https://www.thomsonreuters.com/en/privacy-statement.html>

12. GENERAL

12.1 Telephone calls may be recorded for training and administrative purposes and Customer agrees that such recordings may be made and retained.

12.2 No failure or delay by Supplier to exercise any right, power, remedy or privilege shall operate as a waiver thereof.

12.3 Except as otherwise provided, all notices must be given in writing to Supplier at www.tr.com/uki-legal-contact and to Customer at last known address.

12.4 Where Customer is a legal entity (as opposed to a natural person), the person placing the Order warrants and represents that s/he is authorised by Customer to do so and to bind Customer thereby.

12.5 Should any term (or part of a term) of TOT be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other terms or remainder of the term in question will not be affected thereby.

12.6 Supplier shall not be responsible for any delay or failure to fulfil any of its obligations under the Contract nor be liable for any loss or damage suffered or incurred by Customer by any of act of God, war, government or parliamentary restriction, import or export regulation, strike, lockout, trade dispute, fire, theft, flooding, breakdown of plant or premises, late or non-delivery of any supplies or any other cause whatsoever beyond the control of Supplier.

12.7 Headings and captions contained in TOT are inserted for convenience only and do not constitute a part of the Contract.

12.8 Where the term "in writing" or "written" is used it shall be deemed to include by email.

12.9 Supplier may at its discretion amend or alter TOT from time to time. Updated versions shall be posted to the Website ("the Website Version") and the Website Version shall prevail without further notice to Customer over all other versions and shall apply to Contracts entered into after the date of such posting.

12.10 Supplier may, without notice or prior written consent of Customer, assign any benefit or delegate or sub-contract any of its duties and obligations under any Contract. Supplier may, upon written notice to Customer and without prior consent, assign or transfer this Contract or any rights or obligations thereunder to an Affiliate or to a third party successor to all or substantially all the business, stock or assets of Supplier to which the Contract relates.

12.11 Where Supplier is TRPUKL the Contract and all matters arising out of it shall in all respects be governed by the laws of England and Wales or the laws of Scotland, depending on where Goods are provided, and courts of the relevant territory shall have non-exclusive jurisdiction over any dispute arising from the said Contracts in relation to those Goods. Where Supplier is TRI the Contract and all matters arising out of it shall in all respects be governed by the laws of Ireland and the courts of Ireland shall have non-exclusive jurisdiction over any dispute arising from the said Contracts in relation to those Goods.

SCHEDULE 1: CLAIMS FOR DAMAGED, DEFECTIVE OR INCORRECT GOODS OR FOR PARTIAL OR NON-DELIVERY OF GOODS

Products	Problem	Action required by Customer	Resolution	
One-off Sales of Goods	All Goods (including issues/releases of a Charge by Release Product) (Except Electronically Delivered Goods and issues/releases of a Subscription Product)	Damaged or defective	Customer must notify Supplier within 14 days after the invoice date and the damaged or defective Goods returned no later than 30 days after the invoice date and in accordance with the Returns Policy	Supplier shall, at its discretion, be entitled to replace the Goods (or the part in question) or refund the price of the Goods as shown on the relevant invoice (or an appropriate portion of that price)
		Incomplete delivery, non-delivery of Goods	Customer must notify Supplier within 14 days after the invoice date	Where Goods (or the part in question) are not received by Customer and Supplier cannot confirm that delivery took place, Supplier shall re-supply the missing Goods (or the part in question)
	Electronically Delivered Goods	Damaged or defective, Incomplete delivery, non-delivery of goods	Customer must notify Supplier within 14 days after the invoice date or after receipt, whichever is the sooner	Supplier shall, at its discretion, be entitled to replace the Electronically Delivered Goods (or the part in question) or refund the price of the Electronically Delivered Goods as shown on the relevant invoice (or an appropriate portion of that price)
Subscriptions to Goods	Issues/releases of a Subscription Product (except issues/releases of a Subscription Product comprising Electronically Delivered Goods – see below)	Damaged or defective	Customer must notify Supplier within 14 days of receipt of the issue/release and return the issue/release within 30 days after receipt and in accordance with the Returns Policy	Supplier shall re-supply the damaged or defective issue/release
		Incomplete delivery	Customer must notify Supplier within 14 days of receipt of the issue/release	Supplier shall, at its discretion, be entitled to replace the Goods (or the part in question) or refund the price of the Goods as shown on the relevant invoice (or an appropriate portion of that price).
		Non-delivery	Customer must notify Supplier within 30 days (14 days in the case of weekly products) of receipt of the next issue/release of the said product of the non-delivery of the previous issue/release	Where a issue/release of a Subscription Product is not received by Customer and Supplier cannot confirm that delivery took place, Supplier shall re-supply the missing issue/release
	Issues/releases of a Subscription Product comprising Electronically Delivered Goods	Damaged or defective	Customer must notify Supplier within 14 days of receipt of the damaged or defective issue/release	Supplier shall re-supply the damaged or defective issue/release
		Non-delivery	Customer must notify Supplier within 30 days (14 days in the case of weekly products) of receipt of the next issue/release of the said product	Where a issue/release of a Subscription Product is not received by Customer and Supplier cannot confirm that delivery took place, Supplier shall re-supply the missing issue/release

