

# CONDITIONS OF SALE OF GAMES WORKSHOP RETAIL, INC. (HEREINAFTER THE "COMPANY") (NORTH AMERICAN TRADE ACCOUNTS - 2017)

## Conditions Incorporated into All Contracts of Sale

- 1.1** These Conditions of Sale (hereinafter "the Conditions") apply to and shall be incorporated into each contract of sale entered into by the Company with any Buyer, each Buyer being a Trade Account of Company products in North America.
- 1.2** The Company's Trade Account Management Policy (effective 3 May 2017) (the "Trade Account AMP") shall apply to and be incorporated into these Conditions and any violation of the Company's Trade Account AMP shall result in a violation of these Conditions.

## Acceptance: Modifications

- 2.1** No contract of sale shall be deemed to have been entered into by the Company unless and until accepted and signed by a duly authorized officer of the Company. No revision to any such contract of sale or these Conditions shall be valid unless in writing and signed by a duly authorized officer of the Company. Acceptance of the goods by the Buyer shall be conclusive evidence of acceptance of these Conditions.

## Buyers Conditions Excluded

- 3.1** These Conditions shall govern the rights and obligations of the parties to the exclusion of any other terms and conditions, including, without intended limitation, any terms or conditions contained in any purchase order or confirmation submitted to the Company by the Buyer, unless such terms or conditions shall be accepted on behalf of the Company in writing by a duly authorized officer in the Company.

## Orders

- 4.1** All orders shall be made in accordance with Company's Trade Account AMP (as amended). No order shall be deemed to be accepted unless and until accepted in writing by a duly authorized officer of the Company. Following acceptance of an order by the Company, the Buyer shall not be entitled to cancel the order whether orally or in writing, or by refusal of the shipment or return of the order. Any order refused by the Buyer will be reshipped at the Buyer's expense.
- 4.2** The quantity, quality, and description of and any specification for the goods shall be set out in the Company's quotation or the Buyer's order (if accepted by the Company).
- 4.3** The Company reserves the right to make any changes in any specification for goods submitted by the Buyer which are required to conform to any applicable safety or other statutory requirements.
- 4.4** Minimum order value requirement of U.S. \$100.
- 4.5** Minimum order value requirement of U.S. \$400 to qualify for no-charge standard ground freight delivery. No-charge deliveries shall be made to a single Buyer brick-and-mortar retail location (as described in the Company's 2017 North American Retailer Policy).

## Price, Payment and Credit Terms

- 5.1** The price payable for goods shall be as stated in the Company's current Trade Account Price List/Ordering Form, unless otherwise stipulated in writing by the Company.
- 5.2** The price for the goods does not include sales and use or goods and services or similar tax, all of which shall be the sole responsibility of the Buyer.
- 5.3** Credit terms are offered entirely at the discretion of the Company as set forth in Company's Trade Account AMP, and the Company reserves the right to suspend or cancel any existing credit, discount, or supply arrangements at any time.
- 5.4** Unless the Company requires otherwise, all invoices are payable by bank transfer, cash on delivery, check or credit card to the Company no later than the due date on the invoice. At the Company's discretion, the Buyer shall be entirely responsible for any costs incurred by Company arising from the Buyer's paying invoices by credit card, check or cash on delivery.
- 5.5** Invoices not paid in full by the due date may be subject to a finance charge compounded at the rate of 1.5% per month (18% per year) on all unpaid amounts, including any accrued interest on any unpaid amount from the due date until payment is received from the Buyer.
- 5.6** The Buyer shall pay all of the Company's costs of collection of overdue payments, including, without limitation, the Company's legal fees.

## Delivery Date Not of Essence

- 6.1** Orders shall only be processed to Buyer brick-and-mortar locations approved by the Company.
- 6.2** Every effort will be made to adhere to stipulated delivery dates. However, the parties hereto agree that time of delivery shall not be of the essence of any contract of sale.

## Right to Withhold Delivery or Cancel Orders

- 7.1** The Company shall be entitled to cancel any accepted order or withhold delivery of the goods subject to any accepted order if:
- (a) the Buyer is in breach of any obligation to the Company under these Conditions or any applicable policy of the Company;
  - (b) the Buyer's credit limit is or would be exceeded;
  - (c) the Buyer fails to pay any amount specified in any invoice when the same shall become due and payable or otherwise fails to perform any other obligation required to be performed by the Buyer when the same shall be due for performance;
  - (d) a judgment is obtained against the Buyer;
  - (e) an exception is levied against the Buyer's assets;
  - (f) Buyer enters into any compromise or arrangement with its creditors, gives notice of voluntary winding up or a petition for its compulsory winding up is filed;
  - (g) the Buyer files for bankruptcy or a trustee or receiver is appointed over its assets; or
  - (h) if the Company reasonably believes that the security of any indebtedness of the Buyer to the Company is in jeopardy.
- 7.2** The Company shall be entitled to resell all or any portion of the goods in respect of which delivery is withheld or cancelled in paragraph 7.1.
- 7.3** The Company shall be entitled to cancel or postpone delivery or any accepted order in whole or any part if any goods subject to such order are not available or delayed due to a cause reasonably beyond the Company's control as described in paragraph 15 hereof.

## Security Interest

- 8.1** The Company hereby reserves, and by acceptance of the goods, the Buyer hereby grants to the Company, a security interest in all goods supplied to the Buyer hereunder and all cash and non-cash proceeds and products thereof, including, without limitation, all documents, instruments, accounts, chattel paper, goods, and equipment (as each such term is defined in the Maryland Uniform Commercial Code), as security for (i) the prompt payment of the invoice price for the goods and any and all other unpaid accounts under the contract of sale of which these Conditions form a part and (ii) the prompt performance by the Buyer of all of its other obligations under the contract of sale. In the event that the Buyer shall fail to make any such payment when due and payable or fail to perform any other such obligation when due for performance, the Company shall have all rights of a secured party under Title 9 of the Delaware Uniform Commercial Code – Secured Transactions and any other applicable law.

## Risk of Loss and Insurance

- 9.1** Unless agreed otherwise in writing by the Company, Buyer shall be responsible for all shipping costs. All goods shall be delivered F.O.B. to the warehouse loading dock at the Company's affiliated distribution and manufacturing facility in Memphis, Tennessee. Buyer shall bear the risk of loss or damage to the goods after delivery of the goods to the F.O.B. point and the Buyer shall at its expense and in the joint names of the Buyer and the Company insure all goods at the risk of the Buyer pursuant hereto for their full value against all normal risks and shall receive in trust for the Company any monies paid as proceeds of such insurance and upon payment thereof to the Company, the Company shall credit the invoice for such goods.
- 9.2** Notwithstanding that the Company reserves a security interest in goods supplied to the Buyer pursuant to paragraph 8.1, the Buyer shall bear the risk of loss or of damage to the goods in its possession and the Buyer shall remain liable for the full price thereof despite any loss or damage thereto until the invoice price therefore shall be paid in full.

## Buyer to Preserve the Goods

- 10.1** Goods in the possession of the Buyer in which the Company claims a security interest pursuant to paragraph 8.1 shall, at times until sold by the Buyer in the ordinary course of business, be preserved in good condition by the Buyer in their original point of sale packaging and with any identification marks and shall not be exposed to risk, loss, pilfering, or damage and shall not be made the subject of any charge lien or other encumbrance by any other party and shall be retained in the possession or control of the Buyer.

## Promotional Material

- 11.1** Any advertising display and promotional material supplied by the Company to the Buyer shall remain the property of the Company.

## Company's Rights at Law Not Restricted

- 12.1** The rights and remedies of the Company under these Conditions shall in no way minimize the Company's rights and remedies at law; all such rights and remedies shall be cumulative (not exclusive); and the Company shall not be bound to exercise any such rights and remedies in any particular sequence.

## Warranty

- 13.1** Unless otherwise expressly set forth on the packaging of the goods, the Company makes no warranty or condition, expressed or implied, with respect to the goods, and the Company disclaims for itself and on behalf of all of its suppliers, any and all warranties and conditions of merchantability, fitness for a specific purpose, stability, or performance.

## Remedy; Limitations of Liability

- 14.1** In the event that the Buyer shall determine that any of the goods fail to conform to the specifications set forth in the contract of sale or an accepted order therefore, or the Buyer asserts any other claim against the Company related to the goods, the Buyer shall give prompt written notice to the Company thereof, and the Company shall, at its sole option either replace such non-conforming goods or refund or adjust the invoice price paid by the Buyer for any such goods; it being agreed that the foregoing shall be the sole and exclusive remedy of the Buyer for all claims hereunder or related hereto. Notwithstanding anything contained therein which may be inconsistent or to the contrary, in no event shall the liability of the Company for any claim related to the goods exceed the invoice price paid by the Buyer for such goods giving rise to the claim.
- 14.2** In no event shall the Company or its suppliers be liable to the Buyer in contract or tort, including negligence and strict liability, for any special, punitive, indirect, incidental, or consequential damages of any kind of character, including replacement of goods, loss of profits or production, loss of revenue or use of revenue, property damage, or expenses or damages incurred in connection with or arising out of the Company's or its suppliers performance or non-performance hereunder, whether suffered by the Buyer or any third party, or for any loss or damage arising out of the sole or contributory negligence of the Buyer, its employees or agents or any third party.
- 14.3** All shortages, overages, and damages must be reported to the Company within 48 hours of receipt of an order. The Buyer should ensure that any damage to, or visible tampering with the order is noted on the Delivery Manifest when signing for that order, otherwise the Company will not be liable for any shortage or damage.

## Force Majeure

- 15.1** The Company shall not be liable to the Buyer or be deemed to be in breach of the contract of sale by reason of delay in performance, or failure to perform any of the Company's obligations in relation to the goods, if the delay or failure was due to any cause beyond the Company's reasonable control including but not limited to an: (a) act of God, explosion, flood, tempest, fire, or accident; (b) war or threat of war, sabotage, insurrection, civil disturbance, or requisition; (c) acts, restrictions, regulations, by-law, prohibitions, or measures of any kind on the part of any local or federal governmental authority; (d) import or export regulations or embargoes; (e) strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); (f) difficulties in obtaining raw materials, labor, fuel, or parts of machinery; or (g) failure or breakdown of machinery.

## Governing Law

- 16.1** The parties hereto agree that upon acceptance of the Buyer's order by the Company, their contract of sale and these Conditions shall be deemed to have been entered into in the State of Maryland and all rights and obligations of the parties shall be governed by and resolved in accordance with the laws of the State of Delaware, without regard to its principles of conflicts of laws.

## Severability

- 17.1** If any provision of the contract of sale or these Conditions or part thereof shall be held invalid or unenforceable, such provision or part shall be deemed severed and the remained shall be given full force and effect.

## Assignment

- 18.1** Neither the contract of sale nor any duty or right under it shall be delegated or assigned by the Buyer without the prior written consent of the Company. Any purported delegation or assignment without such consent shall be void and of no effect.

## Waiver of Breach

- 19.1** No waiver by the Company of any breach on the part of the Buyer of any obligations herein contained shall constitute a waiver of any subsequent breach or of any breach of other obligations.

## Revisions

- 20.1** These items are subject to revision by the Company without notice.

## No Sale or Return

- 21.1** In no way does the Company acknowledge the return of un-sold goods for credit, or the practices of consignment selling. All sales are deemed final; No Sale or Return.

## Handling and Restocking Fee

- 22.1** The Company reserves the right to charge a restocking fee to any Buyer who refuses an order.
- 22.2** Fees will be charged at a rate of 30% of the invoiced amount of the refused order.