

BUSINESS CUSTOMER TERMS AND CONDITIONS

1 Definitions

1.1 "Supplier" denotes Wiseguys Gaming Ltd.

1.2 "Business Customers" includes all commercial entities, such as companies, educational institutions, and government agencies.

1.3 "Buyer" refers to the business client who purchases or agrees to purchase goods from the supplier.

1.4 "Goods" signify any products or services the supplier offers from time to time.

2 Contractual Agreement

2.1 These conditions of sale are applicable to all goods provided by Wiseguys Gaming Ltd, with a registered office at 10 Bridge Street, Christchurch, England, BH23 1EF, England (Company Number 13692426).

2.2 A contract for the sale of goods between the buyer and supplier is established only after the supplier has received and acknowledged an order from the buyer. Order acceptance is signified through an email at the time of the goods' dispatch. Acceptance is deemed effective and is considered to have been appropriately communicated to the buyer when the supplier sends this email (irrespective of its reception).

2.3 These provisions will govern all sales of goods by the supplier to the buyer, excluding all other terms and conditions, particularly those the buyer might propose under any purchase order, order confirmation, or similar document.

2.4 Any changes or additions to these terms are binding only if documented in writing and authorised by a Director of the supplier.

2.5 The buyer's receipt of the goods is conclusive evidence of their acceptance of these terms.

3 Goods Description and Pricing

3.1 The price will be either the one on the supplier's current price list or, if relevant, in the supplier's quotation.

3.2 The supplier reserves the right to adjust prices before dispatching goods to account for any direct or indirect increases in costs. Should the supplier alter the price, the buyer will be notified before dispatch and may choose to cancel the order. In such instances of cancellation due to price revision, any payments made will be completely refunded.

3.3 All quoted prices exclude VAT, as well as charges for packing, postage, and carriage, plus VAT, which are to be paid additionally.

3.4 The supplier may ask for a non-refundable deposit in advance for goods custom-made or specifically obtained to fulfil the buyer's order.

4 Payment Terms

4.1 Payment for goods and delivery fees can be made via any method indicated on the Supplier's website when placing an order. Payment is required before the delivery date, with punctual payment being essential.

4.2 Delivery will not occur until funds are fully cleared.

4.3 Payments must be made by the buyer in full without any deduction, be it by way of set-off, counterclaim, discount, abatement, or other means, unless a valid court order mandates an amount equivalent to such deduction to be paid by the Supplier to the buyer.

5 Credit Account Transactions

5.1 Business customers may request a credit account, which the supplier can either grant or decline at its discretion.

5.2 Payment is due in its entirety according to the agreed credit terms.

5.3 Prompt payment is crucial. If the buyer fails to make timely payment, the supplier, without losing other rights, may suspend or cancel deliveries of any goods due to the buyer and/or retract the credit account at any time, and/or allocate any payment made by the buyer (including for goods under any other contract) to the overdue amount at their sole discretion.

5.4 The supplier has the right to impose interest on overdue invoices at a rate of 8% annually above the Bank of England base rate.

5.5 If any proceedings are initiated concerning the buyer's solvency, all amounts under these transactions become immediately due and payable.

6 Goods Delivery

6.1 Goods ordered will be delivered to the address provided by the buyer, except in cases where deliveries are not made outside the United Kingdom.

6.2 The supplier endeavours to deliver the goods by any estimated delivery date, but such date is not guaranteed or binding as part of the Contract, and under no circumstances will the supplier be liable to the buyer for any losses, damages, or charges incurred due to delayed delivery.

6.3 The supplier may make partial deliveries in instalments, and these conditions apply to each separate delivery.

6.4 If delivery cannot be made to your address due to factors within the supplier's control, the supplier will inform you as promptly as possible. The buyer then has the option to cancel the order and receive a full refund for any payments made to the supplier.

6.5 If you intentionally refuse delivery of the goods (except due to reasons within the supplier's control), the supplier, while retaining other rights, may store the goods until actual delivery and charge you for reasonable storage costs (including insurance); or sell the goods at the best obtainable price and, after deducting all reasonable storage and selling expenses, either credit you with any excess over the price you agreed to pay for the goods or bill you for any shortfall below the price agreed.

6.6 Every effort is made to deliver the goods soon after your order is accepted. Nevertheless, the supplier is not liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In such a situation, the supplier will inform you at the earliest opportunity.

6.7 Time for delivery is not vital. The goods may be delivered by the supplier before the quoted delivery date.

6.8 On receipt of your order, you are required to sign for the goods as received in good condition. If you are unable to check the contents immediately, please sign the parcel as "UNCHECKED". Not doing so may impact any subsequent warranty claims you make.

6.9 Any damages or shortages must be communicated to the supplier in writing within two working days of delivery. Assuming prompt notification of transit damage or loss and verification to the supplier's satisfaction, the supplier will refund, repair, or replace such goods at no charge to you.

7 Risk and Title

7.1 The goods are at your risk from the point of delivery.

7.2 Ownership of the goods does not pass to you until the supplier has received full payment (in cash or cleared funds) for:

7.2.1 the goods, and

7.2.2 all other sums due to the supplier from you on any account.

7.3 The supplier is entitled to seek payment for the goods even though ownership of any of the goods has not yet transferred from the Supplier.

7.4 If any payment under these terms is overdue in whole or in part, the supplier, without forfeiting its other rights, may reclaim or resell the goods or any part thereof and may enter the buyer's premises, with his permission hereby confirmed as part of the contract, by its employees or agents to retrieve the goods, and the buyer shall be liable for all the supplier's costs in doing so.

7.5 Until ownership of the goods has passed to you, you are obligated to:

7.5.1 Store the goods (at no cost to the Supplier) separately from all your other goods and those of any third party in a manner that clearly identifies them as the supplier's property;

7.5.2 Refrain from destroying, defacing, or obscuring any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the supplier's behalf for their full value against all risks to the reasonable satisfaction of the supplier. Upon request, you shall produce the insurance policy to the supplier; and

7.5.3 Hold the proceeds of the insurance referred to in condition 7.5.2 in trust for the supplier and not mix them with any other money, nor deposit the proceeds into an overdrawn bank account.

7.6 Your right to possession of the goods terminates immediately if:

7.6.1 You are subject to a bankruptcy order or enter into an arrangement or composition with your creditors, or otherwise benefit from any statutory provision for relief of insolvent debtors, or (being a corporate body) convene a meeting of creditors (formal or informal), or undergo liquidation (voluntary or compulsory) except a solvent voluntary liquidation for reconstruction or amalgamation purposes only, or have a receiver and/or manager, administrator, or administrative receiver appointed over your assets or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the issuance of an administration order in respect of you, or any proceedings are initiated regarding your insolvency or potential insolvency; or

7.6.2 You experience or permit any legal or equitable execution to be levied on your property or obtained against you, or you become unable to pay your debts as defined in section 123 of the Insolvency Act 1986, or you cease trading; or

7.6.3 You encumber or in any way charge any of the goods.

8 Cancellation Policy

8.1 No contract can be cancelled nor any goods, which conform to the contract, returned without the prior written consent of the supplier and on terms determined at the sole discretion of the supplier. The buyer remains responsible and shall indemnify the supplier in full for any costs, damages, losses, charges, and expenses incurred by the supplier as a result of any contract cancellation.

8.2 If the supplier consents to the return of any goods, a returns number obtained from the supplier must be clearly displayed on the returned parcels.

8.3 The goods remain at the buyer's risk in all respects until received by the supplier. The buyer is liable for costs to remedy any damage to the returned goods, which in the supplier's opinion, have been caused by inadequate packaging by the buyer or due to the buyer's fault.

8.4 The supplier reserves the right to levy a handling and restocking charge, being the higher of 20% of the sales price or the sum of £20, on goods which are returned if they were ordered in error or are no longer required.

8.5 The buyer shall pay the full price for any such goods unless they are returned to the supplier before the date when payment of the price is due.

9 Warranty

9.1 All goods provided by the Supplier come with a 12-month warranty from the date of supply, free from defects (unless stated otherwise).

9.2 This warranty excludes any defects in the goods caused by normal wear and tear, intentional damage, accidents, negligence by you or any third party, improper use contrary to the supplier's recommendations, failure to follow the supplier's instructions, or any alterations or repairs not authorised by the supplier.

9.3 If the goods delivered to you are damaged, you should inform the supplier in writing through the specified e-mail address or fax number within 2 working days of delivery.

9.4 Refunds or replacements for faulty or defective goods are subject to each manufacturer's "Dead On Arrival" ("DOA") policies.

9.5 The buyer can obtain details of individual manufacturer's DOA policies by contacting the supplier's returns department.

9.6 The buyer must inform the supplier of any defects in the goods within the timeframe specified in the relevant manufacturer's DOA policy.

9.7 The buyer may need to contact the manufacturer's technical department for troubleshooting and/or to obtain DOA authorisation, which should be kept and shown to the supplier upon request.

9.8 The buyer should also record any call/case reference numbers provided by the manufacturer, aiding the supplier in processing the return of the DOA product.

9.9 If it is confirmed that goods are faulty or defective, the supplier's returns department will issue a returns number, which must be clearly displayed on the returned parcels. In some cases, the manufacturer's warranties may require direct contact with the repair agent, in which case the buyer will be informed by the supplier's returns department.

9.10 Goods will be tested upon receipt. If no fault is found, they will be returned to the buyer at the buyer's expense.

9.11 If a fault is identified and it falls outside the applicable manufacturer's DOA period, the goods will be repaired and/or replaced under the manufacturer's warranty terms.

10 Limitation of Liability

10.1 The supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising from this agreement's performance or contemplated performance, is limited to the price paid for the goods.

10.2 Nothing in these terms excludes or limits the supplier's liability for death or personal injury caused by the Supplier's negligence or fraudulent misrepresentation.

10.3 The Supplier is not liable for any indirect or consequential loss or damage (including loss of profit, business, goodwill depletion, etc.), costs, expenses, or other claims for consequential compensation in any way connected with this agreement.

11 Data Protection

The supplier will take all reasonable steps to ensure the security of your order and payment details but is not liable for unauthorised access to information provided by you, except in cases of negligence by the supplier.

12 Force Majeure

The supplier is not liable for any failure or delay in supplying or delivering any goods caused by events outside the supplier's control. These events include natural disasters, civil unrest, floods, fires, legislation, or acts by third-party companies or individuals not under contract with or employed by the supplier.

13 No Waiver

The supplier's failure to enforce strict adherence to any of these conditions is not a waiver of its rights or remedies for any current or future non-compliance by the buyer with these conditions.

14 Sub-Contracting

The supplier is free to sub-contract any or all of its rights and obligations under these Terms. The buyer cannot sub-contract any part of its obligations under these Terms without the supplier's prior written consent, which will not be unreasonably withheld.

15 Confidentiality

15.1 Both parties agree to keep all confidential information disclosed during the supply of goods or business operations, including goods information and buyer's business details ("Confidential Information"), strictly confidential.

15.1.1 They must not use the Confidential Information except for fulfilling obligations under these Terms.

15.1.2 They must not disclose the Confidential Information to third parties.

15.1.3 They must limit disclosure of necessary parts of the Confidential Information to employees or others who need it for their duties as per the Order, ensuring they understand its confidentiality.

15.1.4 However, if part of the Confidential Information is already public knowledge or becomes so through non-breach of these Terms, then the confidentiality obligations for that part do not apply or cease to apply.

15.2 This confidentiality obligation survives any Order termination.

16 Non-Solicitation

16.1 The buyer will not directly or indirectly solicit or entice away any supplier employee associated with the supplier during the term of the Order or for 12 months after.

16.2 There is no restriction on employing a supplier's person who responds to a public employment advertisement.

17 Applicable Law

These terms of sale and the supply of goods are governed by English law, and any disputes arising from the contract are subject to the jurisdiction of the English courts.