



WARLORD GAMES LIMITED CONDITIONS OF SALE

1. Definitions and Application of Conditions

- 1.1 In these Conditions the following expressions have the following meanings:
 - 1.1.1 **"Buyer"** means any purchaser of Products from WG;
 - 1.1.2 **"Conditions"** means these conditions of sale;
 - 1.1.3 **"Contract of sale"** means any contract for the sale and purchase of Products made between the Buyer and WG in accordance with these Conditions;
 - 1.1.4 **"Delivery"** means the unloading of the Products at the address set out in the Trade Account Application Form or such other location as may be agreed;
 - 1.1.5 **"WG"** means Warlord Games Limited (registered in England and Wales with company number 06400769) of 60 The Ropewalk, Nottingham, NG1 5DW, England;
 - 1.1.6 **"Products"** means the metal models, plastic models, paint brushes, paints, paper products and other hobby wargame products, as manufactured or sold by WG and which are set out in the Purchase Order;
 - 1.1.7 **"Purchase Order"** means an order placed by the Buyer with WG for the Products;
 - 1.1.8 **"Trade Account Application Form"** means the form which the Buyer must return to WG prior to submitting the first Purchase Order, containing the Buyer's contact details and trading address, and
 - 1.1.9 **"Trade Terms"** means WG's written trade policy documents, or commercial terms, which include WG's pricing matrix and credit policy, and WG's trade intellectual property licence, as amended from time to time and as available to the Buyer upon request.
- 1.2 These Conditions will govern and shall be incorporated into each Contract of Sale and will supersede all prior representations, warranties and agreements between the parties relating to the sale of Products.
- 1.3 For the avoidance of doubt no conditions may be imposed by the Buyer, nor do any of the Buyer's terms or conditions apply to any Contract of Sale unless confirmed in writing by an authorised signatory of WG.
- 1.4 By placing a Purchase Order with WG, the Buyer shall be deemed to have accepted and agreed to the incorporation of these Conditions into any subsequent Contract of Sale.
- 1.5 No rights or licenses (whether express or implied) are granted by WG to the Buyer under or by the virtue of these Conditions except those which are explicitly set out herein.
- 1.6 Subject to condition **12.2**, no amendment of these conditions of sale shall be effective unless in writing and signed by both WG and the Buyer.

2. Acceptance

- 2.1 By placing a Purchase Order with WG, the Buyer shall be under an obligation to comply with, and to act at all times in accordance with, Trade Terms, in all dealings with WG, and in respect of any Contract of Sale, and agrees and acknowledges that all Purchase Orders are subject to, and shall be governed by (i) these conditions of sale, and (ii) Trade Terms.
- 2.2 WG and the Buyer acknowledge and agree that Purchase Orders may be placed with WG in writing or orally over the telephone.
- 2.3 The Purchase Order constitutes an offer by the Buyer to purchase the Products in accordance with these Conditions. The Buyer shall ensure that the Purchase order is complete and accurate.

- 2.4 No Purchase Order shall be deemed to be accepted by WG until the earlier of (i) the Buyer being notified by an authorised representative of WG, or (ii) Delivery, at which point a Contract of Sale will be made between WG and the Buyer.
- 2.5 For the avoidance of doubt, save in respect of Products that do not conform to the terms hereunder, or Products referred to in **Condition 2.6**, WG does not accept Product returns and all sales of Products by WG to the Buyer are deemed final and the Buyer will not return the same to WG.

3. Products

- 3.1 The quantity and description of the Products shall be as set out in the Purchase Order. No specification in relation to the Products shall be binding upon WG except with WG's prior written consent.
- 3.2 WG reserves the right to make any changes to the Products prior to Delivery which are required to ensure that the products conform to any applicable safety or statutory requirements.
- 3.3 The Buyer will not alter, divide nor break down the Products into their component parts, and shall not sell, distribute or otherwise transfer the Products to any person or entity not being an end consumer where the Buyer knows or reasonably suspects, or WG reasonably suspects, that such person or entity intends to alter, divide break down the Products into their component parts for the purpose of resale. For the avoidance of doubt the Buyer will sell the Products to third parties only as provided by WG to the Buyer.

4. Price and Payment

- 4.1 The price payable for the Products by the Buyer will be the price set out in WG's current trade literature at the date of Delivery.
- 4.2 Subject to **Condition 4.3**, the monies payable by the Buyer to WG for the Products will be reduced in accordance with WG's Trade Terms.
- 4.3 For the avoidance of doubt the discounts under **Condition 4.2** will not apply and will not be binding in circumstances where the Buyer owes WG any monies under any Contract of Sale. In such circumstances WG reserves the right to suspend the Buyer's account in accordance with WG's Trade Terms.
- 4.4 The value of Buyer's initial order for Products from WG ("Initial Order") must exceed the minimum Initial Order value prescribed for a new account (£200+VAT, €250, \$500).
- 4.5 Other than the Initial Order the value of each order for Products by the Buyer must exceed the minimum order value prescribed in WG's Trade Terms.
- 4.6 The Buyer may request that WG uses an enhanced carrier service to deliver the Products. WG has an absolute discretion to accept such requests and may charge the Buyer a delivery fee for this.
- 4.7 Unless otherwise determined by (at the sole discretion of) WG, WG will invoice the Buyer for the Products following dispatch of the Products.
- 4.8 All invoices are payable by the Buyer in accordance with WG's Trade Terms.
- 4.9 WG will be entitled to charge the Buyer interest on all overdue payments at either (i) an annual rate of 4 per cent above base rate of the Bank of England at the time the payment became due, or (ii) any rate specified at law for late payment of commercial debts. Such interest shall accrue daily and be calculated daily on all overdue accounts from the date when the payment first became due until the date that payment is made in full.



- 4.10 The price for the Products does not include value added tax, sales and services or similar tax, all of which shall be the sole responsibility of the Buyer.
- 4.11 The Buyer will pay all of WG's costs of collection of overdue payments, including, without limitation, WG's legal fees.
- 4.12 For the avoidance of doubt Recommended Retail Prices (RRPs) are not binding in any way upon the Buyer. The Buyer is entirely free to select its own retail prices for the Products.
- 4.13 If Trading in the USA or Canada, Warlord Games does reserve the right to implement Minimum Advertised Pricing at 15% of MSRP. Please see attached documentation for this policy.
- 4.14 WG will be entitled to refuse service to any Trade Account selling within the USA who does not fulfil these requirements. We also reserve the right to implement other levers such as but not limited to: Downgrade of discount level, removal of Credit, Closure of account.
- 4.15 WG shall be entitled to appropriate any payment made by the Buyer to any overdue invoice or account as WG may in its absolute discretion think fit notwithstanding any purported appropriation by the Buyer.
- 4.16 Standard discount is based upon trading region and may be changed by Warlord Games. For removal of doubt, our standard discount with Europe 30% for Online Retailers, 35% for Brick and Mortar Retailers and a discretionary discounting scheme for key Partnership stores. This is extended in regions trading in USD to 40% Online Retailers, 47% for Brick and Mortar and the same discretionary discounting scheme.

5. Delivery

- 5.1 WG shall deliver the Products to the location set out in the Trade Account Application Form unless otherwise agreed in writing between the Buyer and WG.
- 5.2 Every effort will be made to meet any stated delivery dates however the time of delivery shall not be of the essence of any Contract of Sale.
- 5.3 WG shall not be liable for any failure or delay in delivering the Products which is caused by any failure of the Buyer to provide WG with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 5.4 Each delivery of Products shall be accompanied by a delivery note stating the date of the Purchase Order, any relevant WG or Buyer reference numbers, the type and quantity of Products, and any other necessary information.
- 5.5 If a Buyer refuses to take delivery of Products, the Products may be stored until delivery takes place, or returned to WG at any time before delivery takes place (at the complete discretion of WG) and the Buyer shall be charged for all related storage, carriage and insurance costs and expenses incurred.

6. Warranty

- 6.1 WG warrants that on Delivery the Products shall be free from material defects in materials or workmanship.
- 6.2 Subject to **Condition 6.3**, if:
- 6.2.1 the buyer gives notice in writing to WG within a reasonable time of discovery that some or all the Products do not comply with the warranty **Condition 6.1**;
- 6.2.2 WG is given a reasonable opportunity of examining such Products, or, if requested, the Buyer provides photographic evidence of the defects to WG, and;

- 6.2.3 the Buyer (if asked to do so by WG) returns such Products to WG at its own expense, or makes the Products available for collection by WG.
WG shall at its option either refund the purchase price or repair or replace at WG's own cost any Products which are confirmed as defective.
- 6.3 WG shall not be liable for any failure of the Products to comply with the warranty in **Condition 6.1** if:
- 6.3.1 the Buyer makes further use of such Products after giving notice in accordance with **Condition 6.2.1**;
 - 6.3.2 the Products have been used or stored otherwise than in accordance with any instruction or recommendation issued by WG;
 - 6.3.3 the Products have been altered or repaired by the Buyer or any third party (other than in accordance with any instructions or recommendations of WG); or
 - 6.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage conditions.
- 6.4 Except as provided in this **Condition 6**, WG shall have no liability to the Buyer in respect of any failure of the Products to comply with the warranty set out in **Condition 6.1**.
- 6.5 The express terms of the Contract of Sale are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.
- 6.6 These Conditions shall apply to any repaired or replacement Products supplied by WG.

7. Limitation of Liability

- 7.1 Subject to **Condition 7.3**, and to the extent permitted by law, WG specifically excludes and shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any losses arising out of, or in connection with, the Contract of Sale which constitute:
- 7.1.1 consequential loss;
 - 7.1.2 indirect loss;
 - 7.1.3 loss of profits;
 - 7.1.4 loss of revenue;
 - 7.1.5 loss of future earnings;
 - 7.1.6 loss of opportunity; or
 - 7.1.7 loss of savings.
- 7.2 Subject to **Condition 7.3**, WG's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract of Sale, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the price of the Products under the Contract of Sale.
- 7.3 Nothing in these Conditions shall limit or exclude WG's liability for:
- 7.3.1 death or personal injury caused by its negligence;
 - 7.3.2 fraud or fraudulent misrepresentation; and
 - 7.3.3 any other matter in respect of which it would be unlawful for WG to exclude or restrict liability.

8. Passing of Title and Risk

- 8.1 Risk in the Products will pass to the Buyer upon Delivery.
- 8.2 Legal and beneficial title to the Products shall pass to the Buyer upon receipt by WG of full payment in cash or cleared funds for:
 - 8.2.1 the Products; and
 - 8.2.2 all other sums which are due to WG in respect of the sale of the Products or any other products to the Buyer.
- 8.3 Until title to the Products has passed to the Buyer, to the extent permitted by law, the Buyer shall give WG such information relating to the Products as WG may require from time to time, and shall account to WG for the proceeds of any sale of the Products.

9. Buyer Insolvency

- 9.1 In the event that:
 - 9.1.1 the Buyer makes default in the payment of any invoice (pursuant to any contract whatsoever);
 - 9.1.2 any execution is levied against any part of the Buyer's assets
 - 9.1.3 the Buyer enters into a compromise or arrangement with its creditors;
 - 9.1.4 the Buyer gives notice of voluntary winding up or a petition for its compulsory winding up is filled;
 - 9.1.5 a receiver, administrative receiver or administrator is appointed over the Buyer's assets; or
 - 9.1.6 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in **Condition 9.1.1** to **Condition 9.1.6**

or WG reasonably believes that the Buyer is about to become subject to any of the events listed above then WG may by written notice to the Buyer cancel or suspend all further deliveries under any Contract of Sale without incurring any liability to the Buyer, whereupon:

- (i) notwithstanding WG's Trade Terms, all outstanding monies due to WG from the Buyer in respect of Products delivered to the Buyer, will immediately become due and payable by the Buyer to WG; and
- (ii) the Buyer will forthwith upon demand deliver up all Products in the possession or control of the Buyer which remain the property of WG pursuant to these Conditions.

10. WG's Rights at Law Not Restricted

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

11. Force Majeure



11.1 WG shall not be liable to the Buyer or be deemed to the breach of any Contract of Sale by reason of delay in performance, or failure to perform any of WG's obligations, if the delay or failure was due to any cause beyond WG's responsible control including but not limited to an:

- 11.1.1 explosion, flood, tempest, earthquake, volcano, fire or accident;
- 11.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 11.1.3 acts, restrictions, laws, prohibitions, or measures of any kind on the part of any local or federal governmental authority;
- 11.1.4 defective performance of carriers;
- 11.1.5 import or export regulations or embargoes;
- 11.1.6 strikes, lock-outs or other industrial actions or trade disputes (whether WG or third party employees);
- 11.1.7 difficulties in obtaining raw materials, labour, fuel, or parts of machinery; or
- 11.1.8 failure or breakdown in machinery.

12. General

- 12.1 Any notice required to be given in connection with the Contract of Sale shall be in writing and delivered personally, by registered mail, airmail or email to the address of WG or the Buyer as specified in the Trade Account Application Form (or as otherwise notified in writing, or used in correspondence with WG, from time to time). WG may also provide notice to the Buyer by posting such notice at <https://tradehub.warlordgames.com/>. Such notice shall be deemed to have been given at the time of delivery if delivered by hand, three business days (being a day which is not a Saturday or Sunday or public holiday) after the date of posting if sent by registered mail, five business days after the date of posting if posted at the URL detailed above, ten business days after the date of posting if sent by airmail, and at the time of sending if sent by email. If a notice is delivered on a day which is not a business day (in the country where the notice is received), or after 4pm on a business day, it will instead be deemed to have been given at 9am on the next business day.
- 12.2 WG shall be permitted to, and the Buyer acknowledges that WG may, amend (i) these conditions, and (ii) the Trade Terms, by written notice to the Buyer from time to time. Such written notice shall be effective 14 days following deemed receipt by the Buyer of any written notice from WG to amend these conditions or Trade Terms. Where WG gives notice of any amendment under this Condition **12.2**, the Buyer will be deemed to have accepted that amendment unless the Buyer provides written notice to WG during this 14 day period, informing WG that the Buyer does not accept the amendments. If the Buyer provides such notice to WG, WG shall treat this as notice from the Buyer to terminate its trading relationship with WG. All notices shall be provided in accordance with **Condition 12.1**.
- 12.3 The Buyer shall not assign its rights or obligations under any Contract of Sale without the prior written consent of WG.
- 12.4 If any provision of any Contract of Sale is found by any court or competent authority to be illegal, invalid or unenforceable, that provision shall be interpreted purposively or deleted and the validity and enforceability of the other terms shall not be affected.
- 12.5 No failure or delay by WG to exercise any right or remedy provided under any Contract of Sale or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or



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restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 12.6 A Contract of Sale constitutes the entire agreement between WG and the Buyer supersedes any previous agreement relating to the Products.
- 12.7 Both WG and the Buyer acknowledge and agree that, in entering into any Contract of Sale, they do not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the Products, other than as expressly set out in the Contract of Sale. This acknowledgement does not extend to fraudulent statements.
- 12.8 No provision of any Contract of Sale shall be enforceable by any party other than WG and the Buyer.
- 12.9 No formation, existence, construction, performance, validity and all aspects whatsoever of any Contract of Sale made pursuant to these Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.



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Minimum Advertised Price – “MAP Policy” North America

THE RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY WARLORD GAMES IN WRITING AND IN ADVANCE, AND IT BEING UNDERSTOOD THAT WARLORD GAMES MAY WITHDRAW ITS CONSENT AT ANY TIME.

MAP pricing for all Warlord Games products can be found on your current price list. All advertised prices must be at or above MAP for all Warlord Games products if a MAP price has been established by WG. Resellers are not required to list prices in advertising.

If a price is listed in an advertisement it must be at or above MAP. Other statements such as “call for price” or “call for quote” are acceptable and permitted.

Resellers are also responsible for ensuring their Warlord Games Mount pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product if it is at or above MAP price given the most recent publication of the price list. Warlord Games’s MAP policy for all Warlord Games products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogues, mail order catalogues, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, Warlord Games may permit resellers to advertise MAP Products at prices lower than the MAP price.

In such events, Warlord Games reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

At the sole discretion of Warlord Games, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Warlord Games products both direct as well as through distribution.

Any and all dealers selling Warlord Games products which have not signed an Warlord Games MAP Policy agreement are classified as Unauthorized Resellers.

Distributors of Warlord Games are required to provide a signed MAP agreement from any dealer selling Warlord Games products. Unauthorized dealers should not be sold to or provided a feed from any distributor whatsoever.

Violations from Authorized Resellers will need to be corrected within 24 hours of notification.



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1.-First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.

2.-Second Violation: Authorized Reseller's account will be put on hold for 30 days.

3.-Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, Warlord Games will review and determine if account is to be reinstated.

4.-Fourth Violation: Should Warlord Games decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely. Warlord Games will issue a new price list upon the first day of each quarter, based on a calendar year. Pricing must be updated immediately upon receipt.

MAP Policy Confirmation Agreement.

This Warlord Games MAP Policy and Confirmation Agreement is made by and between, Warlord Games USA Inc. and the recipient of this document.