Warhammer-Alliance Packs: Conditions of Sale

- 1. This page contains the terms and conditions (**Terms**) under which Games Workshop Limited (**GW**) will supply you with a Warhammer-Alliance Pack (**Products**). By submitting an application to receive the Products (**Application**), you agree to be bound by these Terms and you warrant that you are applying on behalf of a qualifying institution.
- 2. Once submitted, GW will review your Application and contact you to confirm the details provided. Please note that Applications are not automatically accepted, and GW will not despatch any Products until it has confirmed your Application has been accepted. GW reserves the right to reject your Application for any reason.
- 3. If your Application is accepted, GW will despatch the Products to the address specified in the Application. Whilst GW will take reasonable steps to ensure all Products are despatched and delivered within any timeframes provided, any despatch and delivery times are estimates only. GW may defer the date of despatch or delivery for any reason, and will not be liable for any delays in despatch or delivery.
- 4. GW provides no warranties in relation to the Products (including, without limitation, warranties relating to the quality or fitness for purpose of the Products). However, if for any reason, you are unhappy with the Products, please contact GW using the contact details set out in **clause 12**.
- 5. Subject to **clause 6**, you will become the owner of the Products once they have been delivered to you. Once the Products have been delivered to you, they will be held at your risk and GW will not be liable for their use, loss or destruction.
- 6. The Products are not for resale and you warrant that:
 - 6.1. you will not alter, divide nor breakdown the Products into their component parts;
 - 6.2. you will not sell, distribute, give-away or otherwise transfer any of the Products to any third party (whether a person or entity) in whole or in part.
- 7. In the event that you, your employees, subcontractors or agents are in breach, or GW reasonably suspects that you, your employees, subcontractors or agents are in breach, of the warranties contained in **clause 6** (**Breach**):
 - 7.1. at GW's discretion, you will return any Products to GW at your own cost and risk;
 - 7.2. GW reserves the right to immediately suspend or remove you from the Warhammer-Alliance program; and
 - 7.3. you will indemnify and keep indemnified GW against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by GW arising from or in connection with any Breach.
- 8. Subject to **clause 9**, GW will not be liable to you for any indirect or consequential losses, damages or expenses (including, without limitation, loss of profit, loss of goodwill or loss

- of reputation) arising from or in connection with the Products or these Terms, and GW shall have no liability to pay any money to you by way of compensation except as required by law.
- 9. Nothing in these Terms is intended to limit any rights you might have under applicable local law or other statutory rights that may not be excluded, nor in any way to exclude or limit GW's liability to you for any death or personal injury resulting from GW's negligence or fraud.
- 10. These Terms, together with GW's <u>privacy notice</u>, constitute the whole agreement between you and GW relating to the Products and the Warhammer-Alliance program, and supersede any previous arrangement, understanding or agreement between you and GW relating to the Products and the Warhammer-Alliance program. Both you and GW acknowledge that, in entering into these Terms, neither of us relies on any statement, representation, assurance or warranty other than as expressly set out in these Terms.
- 11. GW has the right to amend and revise these Terms from time to time. The latest version of these Terms will be available on the Warhammer-Alliance website.
- 12. Notices from you to GW must be in writing and sent by email or registered post. Contact details for GW can be found <u>here</u>. Notices from GW to you will be sent to the email or postal address provided with your Application. Notices sent by email will be deemed received upon at 9:00AM GMT on the next working day following transmission, and notices sent by registered post will be deemed received on the third working day from and excluding the day of posting.
- 13. These Terms are binding on you, and you cannot transfer, assign or otherwise deal with any of your rights or obligations under these Terms without the prior consent of GW.
- 14. And dispute or claim arising from or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and subject to the exclusive jurisdiction of the English courts.