

## **TERMS AND CONDITIONS OF SALE**

### **Zombie Arcades Ltd**

#### **Interpretation**

- "the Contract" means the contract for the purchase and sale of the Goods under these conditions;
- "the Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;
- "the Buyer" means the person who accepts a quotation or offer of the Seller or Reseller for the sale of the Goods or whose order for the Goods is accepted by the Seller or Reseller;
- "the Seller" means Zombie Arcades Ltd a company registered in England under 6275821
- "the Reseller" a company who purchases Zombie Arcade products and resells them to the Buyer

#### **Basis of Sale**

The Seller, Zombie Arcades Ltd, will commence work only when full payment has been received from the Buyer directly or via the Reseller.

#### **Delivery**

Delivery of the cabinet shall be made by the Seller to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the cabinet is to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the cabinet at the Seller's premises at any time after the Seller has notified the Buyer that the cabinet is ready for collection.

The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing.

#### **Returns / Refunds**

All cabinets are custom made to the order of the Buyer, and so the Buyer shall not be entitled to return the cabinet and/or receive a refund unless the cabinet is faulty or damaged, and the Seller cannot repair or replace it.

The Buyer must inspect the cabinet for faults or damage immediately upon delivery. Once the Buyer has signed for receipt of the cabinet and not indicated damage or defects, the Seller and/or Reseller cannot be held responsible, and the sale is final.

Where a refund is agreed by the Seller and/or Reseller, it is the responsibility of the Buyer to ensure the safe return of the cabinet to the Seller.

The statutory rights of the Buyer are unaffected.

#### **Guarantees**

The Seller guarantees all goods against breakdown for 365 days from the Delivery Date. For the first 30 days from the Delivery Date, the Seller will service the cabinet at the location to which the cabinet was delivered by the Seller. During the remaining 335 days, the client is

responsible for the cost of the safe return and collection of the cabinet to the Sellers specified location.

### **Limitation of Liability**

Zombie Arcades Ltd will not be held liable for any kind of damage to life or property as a result of using a Zombie Arcades product.

### **Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

### **Consumer Rights**

The provisions of these Terms and Conditions are in addition to and do not affect the Buyer's statutory rights as a consumer.

### **Governing Law and Jurisdiction**

The Contract shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English and Welsh courts.