



# Boardgame Space Terms of Sale

## 1. Definitions

**1.1** In these Terms of Sale, the following words shall have the meaning attributed to them unless the context otherwise requires.

**1.1.1** "AED" means Arab Emirates Dirham, the lawful currency of the United Arab Emirates.

**1.1.2** "BGS" means Boardgame Space Games Trading LLC, a company registered with the Department of Economic Development in Dubai, and holding valid trade license number 734440, and headquarter in Dubai, U.A.E.

**1.1.3** "Buyer" means any purchaser of Products from BGS.

**1.1.4** "Confidential Information" mean the information relating to these Terms of Sale and the non-public information of the Buyer and/or BGS including, but not limited to the corporate, business, financial information of the Buyer and/or BGS, market research, whether verbal or written, marks, any Intellectual Property right, documents or knowledge which may be disclosed or become known and which are marked to the recipient as being confidential, or which in the normal course of business would be considered of a confidential nature.

**1.1.5** "Including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

**1.1.6** "Intellectual Property" means any and all existing and future legal protection recognized by law (whether by statute, in equity, at common law or otherwise) anywhere in the world in respect of the Products, including trade secret and confidential information protection, patents, copyright and copyright registration, industrial design registration

and trademarks and trade-mark registrations and other registrations or grants of rights analogous thereto.

**1.1.7** "New Account Application Form" means the form which the Buyer must return to BGS prior to submitting its first Order, containing the Buyer's details, including contacts and addresses.

**1.1.8** "Order" means an order placed by the Buyer with BGS for the Product.

**1.1.9** "Product" means the goods which BGS has available for sale.

**1.1.10** "Terms of Sale" means these terms of sale.

**1.2** The singular includes the plural and vice-versa and words of one gender include any other gender, wherever the context requires.

## 2. Eligibility

**2.1** BGS does not sell directly to end consumers.

**2.2** Orders will not be accepted unless the Buyer is engaged in a legitimate business activity dealing with product lines carried by BGS and is purchasing products from BGS strictly for resale or legitimate business use. Proof of such activity may be required for each Order submitted.

**2.3** Orders being placed and shipped within the UAE must meet a Minimum Order Value (MOV) of AED 1,000, excluding any applicable shipping charges.

**2.4** Orders designated for export to a destination outside of the UAE must meet a Minimum Order Value ("MOV") of AED 2,500, excluding any applicable shipping charges.

**2.5** Operational Requirements are met if the buyer maintains any of the following formats:

**2.5.1** Possessing an independent website from any online marketplace, serving as a dedicated platform for retail operations and showcasing the business' brand identity and product offerings.

**2.5.2** Maintaining a physical brick-and-mortar store, demonstrating a commitment to traditional retail practices, and ensuring customers have access to tangible gaming experiences.



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**2.6** The buyer should not engage in drop-shipping practices as a sole business format and must maintain full control over their inventory and fulfill orders directly from their own stock.

## 3. Ordering Deadlines / Shipping

**3.1** When new orders placed, stocks will be reserved for a period of 16 days. Stocks not finalised within this order window will be unreserved.

**3.2** Confirmed Orders placed prior to 12:00 (UAE time) will usually be ready to be shipped the next business day at 16:00 (UAE time), while confirmed Orders placed after 12:00 P.M. (local warehouse time) will usually be ready to be shipped in 2 business days.

**3.3** Current shipping and freight policies and rates can be provided by a BGS sales representative to the Buyer for the Buyer's Order and the shipping method selected.

## 4. Payment Terms / Credit Limits

**4.1** All new Buyers will be notified in writing of their payment terms and credit limits by BGS.

**4.2** Buyer credit limits are reviewed on a case-by-case basis. Decisions are made at BGS's sole and absolute discretion.

**4.3** If an existing Buyer exceeds their established credit limits, immediate cash payment may be required to reduce the account balance.

**4.4** BGS reserves the right to suspend the shipping of product if an account balance exceeds the established Buyer credit limit.

**4.5** Buyers are required to make payments within designated terms.

**4.6** Orders not paid within terms will be subject to a late payment fee of 1.5% per month on the outstanding balance. Buyers are also liable for an additional 33% of their balance owed should it become necessary for BGS to refer their account to a collection agency or attorney.

**4.7** Cheques returned to BGS for any reason are subject to a AED 200 service charge, and returned cheques or any other failure to pay in part or in full, may, at BGS's sole and absolute discretion, result in the suspension or cancellation of Orders, loss of check writing privileges and/or extended terms, and/or the termination of the Buyer's account and BGS's agreement to ship Product to the Buyer.

**4.8** BGS accepts payments via Wire Transfer to BGS's bank (the preferred method for international Buyers) or via credit card transaction (Stripe.com). Any applicable foreign exchange charges, transfer charges or bank charges are to be incurred by the Buyer. Any deviations will be either credited or debited to Buyer's account with BGS and balances settled upon payment of any new orders.

**4.9** BGS reserves the right to reduce, reject or cancel Orders from any Buyer due to insufficient credit history, delinquent payments, refusal to accept merchandise ordered, (including pre-ordered merchandise), and other reasons as determined by BGS. Prepayment, deposit, and/or security for payment may also be required, at BGS's sole discretion.

## 5. Damages

**5.1** Buyers shall not deduct the cost of damaged Product from their payments.

**5.2** Subject to investigation and authorization, BGS will issue a credit note for damaged Product if reported to a BGS sales representative within 48 hours of the Buyer's receipt of the Order.

**5.3** Buyers should examine packages for visible damage and note any apparent problems before signing for a shipment. Doing so will assist BGS in processing the Buyer's credit note and will enable BGS to recover the cost of damaged product from the carrier where applicable.



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**5.4** For domestic Shipments, the title to the product and risk of loss and damage is released from BGS as soon as the product leaves the BGS' facility.

**5.5** International shipments are made "EXW" meaning that BGS discontinues title and risk of loss and damage to the Product as soon as the product leaves the BGS facility, at which point title passes to the Buyer who then bears risk of loss and damage and who also becomes responsible for duties, sales tax, and all other associated import fees.

## 6. Shortages and Overages

**6.1** Buyers shall not deduct the cost of shorted Product from their payments.

**6.2** Subject to investigation and authorization, BGS will issue a credit note for any unfilled or shorted product if reported to a BGS sales representative within 48 hours of the Buyer's receipt of the shipment.

**6.3** BGS appreciates the Buyer's honesty in reporting the receipt of any Product for which the Buyer is not billed and will reimburse the Buyer for the freight costs incurred if asked to return such overages.

## 7. Returns/Order Adjustments

**7.1** The Buyer acknowledges and assumes the risk that due to the nature of the Products purchased from BGS, variations in such Products, including but not limited to, changes in the scheduled ship date, author, illustrator, publisher, character(s) and subject matter may occur.

**7.2** Despite such variations, all Product is sold by BGS on a non-returnable basis unless otherwise authorized in writing by BGS.

## 8. Allocations

**8.1** If orders from Buyers exceed the amount of Product made available to BGS by its suppliers, BGS

reserves the right to allocate the available Product, at its sole discretion.

## 9. Conditions of Sale

**9.1** All Orders by Buyers are binding upon acceptance by BGS and cannot thereafter be cancelled or reduced by the Buyer.

**9.2** In the event there is any discrepancy between these Terms of Sale and any Order, acknowledgement, or other documentation issued by the Buyer, these Terms of Sale shall control.

**9.3** Failure of Buyer to take immediate delivery of Orders when made available by BGS, or failure to pay for Orders when due, shall be deemed breach of contract which may, at BGS's sole discretion, result in legal action and/or held shipments and/or cancellation of outstanding Orders and/or loss of cheque writing privileges and/or loss of credit terms and/or the exercise of any other rights of BGS under these Terms of Sale and/or any other available remedy at law or in equity.

**9.4** In addition to any other remedy available to BGS, any Buyer who refuses to accept ordered Product, or who, by his payment delinquency or any other cause, forces BGS to suspend shipments to the Buyer, shall be liable to BGS for a 50% cancellation charge for all Product the Buyer has ordered, regardless of its status.

**9.5** BGS shall restock all Product the Buyer has ordered, and the Buyer shall not be entitled to receive any of said Product unless payment in full is made to BGS within two (2) weeks of the Buyer default.

**9.6** Any Product ordered by the Buyer and shipped from BGS that may be confiscated or held by customs due to importing regulations is solely the responsibility of the Buyer.

**9.7** The Buyer shall be liable for freight costs (refused shipments which BGS reshipped) and any other fees associated with all outstanding Orders and/or the

breach including, but not limited to, legal fees and court costs.

**9.8** Buyer further authorizes BGS, irrevocably, to appoint any attorney designated by BGS or clerk of any court of record to appear for the Buyer in said court, and confess judgment against the Buyer without process in favor of BGS for all sums owing including the value of all outstanding Orders placed with BGS, costs of suit and reasonable attorneys' fees, and waives all errors in any said proceedings, and consents to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

**9.9** The authority and power to appear for and enter judgment against the Buyer shall not be exhausted by one or more exercise thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto.

**9.10** No conditions may be imposed by the Buyer, nor do any of the Buyer's terms or conditions apply to any Order unless confirmed in writing by an authorized signatory of BGS.

## 10. Liability Disclaimer

**10.1** The information contained in BGS publications, including but not limited to prices, content, availability, suitability for non-mature users, product safety, and release or shipment dates, is based solely on information BGS receives from the suppliers of the product.

**10.2** BGS makes no representation or warranty as to the accuracy of this information and is not liable for any claims or losses resulting from any inaccuracies contained therein or the Buyer's sale of the Product.

**10.3** All warranties, conditions, representations, indemnities, and guaranties, whether express or implied, arising by custom, prior oral or written statement by BGS or otherwise (including, but not limited to, any warranty of merchantability or fitness

for a particular purpose) are expressly excluded and disclaimed.

**10.4** BGS reserves the right to cancel Orders, at any time and from time to time, for any Product, without responsibility therefore, in whole or in part, for good cause including manufacturers' cancellation, unacceptable delays, poor quality, or insufficient Orders.

**10.5** BGS reserves the right to adjust stocks ordered by the Buyer should those stocks be deemed unsuitable for sale or lack of stock available to fulfil the Order.

**10.6** Occasionally, BGS may find it necessary to change pricing and/or discounts after Buyer's Orders are received. In these instances, Buyers shall have the right to reduce or cancel Orders on those items affected. Such reductions/cancellations must be requested by Buyers within 72 hours of notice of the change.

## 11. Termination

**11.1** BGS reserves the right to terminate these Terms of Sale at any time immediately in the event of breach of any of the terms of these Terms of Sale by the Buyer and where such default has not been remedied within two (2) weeks' notice, or immediately by its sole and absolute discretion in writing to the Buyer.

**11.2** Any request for termination of these Terms of Sale by the Buyer must be made in writing to BGS. These Terms of Sale shall not be deemed to be cancelled in such circumstances until and unless the Buyer has paid all such amounts due to BGS.

## 12. Hold Harmless

**12.1** The Buyer hereby agrees to indemnify and hold BGS, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by the Buyer, including reasonable attorneys' fees and costs, by reason of (i) breach by the Buyer of



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any warranties or agreements contained herein, (ii) any act or omission of the Buyer, (iii) any claim, cause of action or lawsuit arising from the sale, use, storage, transportation or handling of the Product sold hereunder, or (iv) any settlement, judgment or payment with respect to any of items (i), (ii) or (iii) hereof.

or place any construction upon or on any of the provisions of these Terms of Sale.

## 13. Governing law

**13.1** All legal disputes arising because of or with respect to these Terms of Sale will be governed and settled by the laws of the United Arab Emirates, and the Buyer agrees that jurisdiction and venue shall rest exclusively within the courts of the United Arab Emirates.

## 14. Entire Agreement

**14.1** These Terms of Sale are intended to be the final, exclusive and complete statement of the terms of the agreement between the Buyer and BGS.

**14.2** Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, Order, or other documentation of the Buyer, nor course of prior dealing between the Buyer and BGS shall affect or modify these Terms of Sale.

**14.3** Upon receipt by BGS of the Buyer's Order, these Terms of Sale shall constitute the entire agreement between the Buyer and BGS and may not be modified or rescinded except by a writing signed by and authorized representative at BGS.

**14.4** If any part, term, or provision of these Terms of Sale is held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from these Terms of Sale.

**14.5** The titles and headings of the various sections and in these Terms of Sale are intended solely for the convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify

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