



Interplay UK Limited
Terms and Conditions of Business

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

“Buyer”	The person(s), firm or company (including a Consumer) whose order for the Goods is accepted by INTERPLAY UK LIMITED
“Consumer”	An individual or entity that enters into a Contract to obtain Goods or Services from INTERPLAY UK LIMITED for purposes which are outside its trade, business or profession
“Contract”	Any contract between INTERPLAY UK LIMITED and the Buyer for the sale and purchase of the Goods or supply of the Services formed in accordance with Condition 2
“Goods”	Any Goods which INTERPLAY UK LIMITED supplies to the Buyer (including any of them or any part of them) under a Contract
“Services”	Any Services which INTERPLAY UK LIMITED provides to the Buyer (including any of them or any part of them) under a Contract
“Terms and Conditions”	The standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Buyer and INTERPLAY UK LIMITED and attached to these terms and conditions

“INTERPLAY UK LIMITED” refers to Interplay UK Ltd., company registration number 279998, whose registered office is Unit D, Meter House, Fieldhouse Lane, Marlow, Bucks. SL7 1LW and any other company which may become a subsidiary company of Interplay UK Ltd.

2. FORMATION AND INCORPORATION

2.1 Subject to any variation under Condition 12.1, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

2.2 Each order or acceptance of a quotation for Goods or Services will be deemed to be an offer by the Buyer to purchase Goods or Services upon these Terms and Conditions. The date of an order shall be deemed to be the date on which the order was received by INTERPLAY UK LIMITED. The Contract is formed when the order is accepted by INTERPLAY UK LIMITED. No contract will come into existence until the acceptance, either orally or in writing, of an order by INTERPLAY UK LIMITED.

2.3 Unless otherwise specified on the quotation, any quotation is valid for a period of 30 days only from its date, provided INTERPLAY UK LIMITED has not previously withdrawn it.

2.4 INTERPLAY UK LIMITED may cancel the Contract at any time prior to delivery or performance.

2.5 Orders placed by the buyer may not be cancelled or amended, nor goods returned for credit, unless by specific written agreement.

3. DESCRIPTION

The quantity and description of the Goods and/or Services will be as set out in the order form/specification. All samples, drawings, descriptive matter, specifications and advertising issued by INTERPLAY UK LIMITED and any descriptions or illustrations contained in INTERPLAY UK LIMITED's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

4. PRICE AND PAYMENT

4.1 Unless otherwise stated in a prior and valid quotation, the price for the Goods and/or Services will be the price set out in the INTERPLAY UK LIMITED price list current at the date of acceptance of order, to which VAT will be added at the prevailing rate. Prices quoted are for the supply of standard goods; any variation required by the Buyer (e.g. special labelling, carton quantity, etc.) will be incurred additional charges, which can be quoted upon request.

4.2 INTERPLAY UK LIMITED may invoice the Buyer for the Goods on or at any time after delivery, or the Services on or at any time after performance commences, and full payment is due no later than the last day of the month following the month of such invoice (e.g. an invoice dated in January is due for payment by the last day of February), or upon termination of the Contract, whichever occurs first. INTERPLAY UK LIMITED may, in its absolute discretion, require payment to be made before the provision of any Goods or Services by INTERPLAY UK LIMITED.

4.3 All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

4.4 INTERPLAY UK LIMITED may at any time suspend the provision of the Goods or the Services if the Buyer is late in making any payment due to INTERPLAY UK LIMITED or should commercial credit insurance of the Buyer be refused.

4.5 If any sum payable under the Contract is not paid when due then, without prejudice to INTERPLAY UK LIMITED's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement, at 12% per annum and INTERPLAY UK LIMITED will be entitled to suspend deliveries of the Goods or performance of the Services until the outstanding amount has been received. This interest rate may be varied from time to time at the sole discretion of INTERPLAY UK LIMITED. Furthermore, INTERPLAY UK LIMITED reserve the right to use the services of a debt recovery specialist to obtain payment of any overdue invoice. All costs relating to the use of such debt recovery services will be charged to the Buyer.

4.6 INTERPLAY UK LIMITED will not pay for enrolment into any EDI system unless such enrolment is specifically stated in a current quotation to the Buyer.

4.7 INTERPLAY UK LIMITED will not pay for any third-party pre-shipment inspection of goods, nor for any factory inspection unless specifically stated in a current quotation to the Buyer.

5. DELIVERY

5.1 Prices are quoted to allow deliveries Monday to Friday, 9am to 4.30pm, excluding Bank Holidays. Schedules of delivery are estimates only. Customers requiring timed deliveries will be charged extra for orders of less than 1 full pallet. We will use our best efforts to deliver at

times stated but shall not be liable for any delays due to causes beyond our control. Goods shall be deemed to be delivered when handed to carriers. Specific delivery instructions required by the Customer (e.g. timed deliveries) may incur extra charges at the discretion of Interplay UK Limited. Delivery prices, as indicated on the current price list, are valid for mainland United Kingdom only. Overseas deliveries, or deliveries to The Highlands, U.K. Islands and Ireland, will be charged at the prevailing shipping rate. The cost of pallet deliveries is calculated on a pallet height of 1.6m; customers requiring a lower pallet height will incur an additional delivery charge. Any Services will be performed at the location agreed between the Buyer and INTERPLAY UK LIMITED and as specified on the order form or at such location as otherwise agreed in writing between INTERPLAY UK LIMITED and the Buyer.

5.2 If the Buyer fails to take or accept delivery, or provide any necessary documents, the Goods will be deemed to have been delivered and INTERPLAY UK LIMITED, without prejudice to its other rights, may at its option:

5.2.1 Store or arrange for storage of the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or

5.2.2 use reasonable endeavours to rearrange delivery but, if unable to rearrange delivery, following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract or account to the Buyer for any excess achieved over the price under the Contract, in both cases having taken into account any charges related to the sale.

5.3 INTERPLAY UK LIMITED will use reasonable endeavours to deliver or perform each of the Buyer's orders for the Goods and/or Services within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery or performance will not be of the essence. Any delay in delivery or performance will not entitle the Buyer to cancel the Contract unless and until the Buyer has given 30 days' written notice to INTERPLAY UK LIMITED requiring the delivery or performance to be made and INTERPLAY UK LIMITED has not fulfilled the delivery or performance within that period. If the Buyer cancels the order in accordance with this Condition 5.3 then:

5.3.1 INTERPLAY UK LIMITED will refund to the Buyer any sums which the Buyer has paid to INTERPLAY UK LIMITED in respect of that order or part of the order which has been cancelled;

5.3.2 the Buyer will be under no liability to make any further payments under Condition 4 in respect of that order or part of the order which has been cancelled; and

5.3.3 INTERPLAY UK LIMITED will have no other liability to the Buyer in respect of the delay or failure of INTERPLAY UK LIMITED.

5.4 INTERPLAY UK LIMITED can not be held liable for the payment of any form of financial penalty or compensation in respect of circumstances outwith the direct control of INTERPLAY UK LIMITED.

5.5 Goods supplied on an FOB basis will be supplied only to the Far East port closest to the point of manufacture. LCL charges will apply to all orders which do not fill a container. INTERPLAY UK LIMITED will not be liable for additional charges in respect of the use of 20' containers, or for demurrage.

5.6 It is the Buyer's responsibility to check the goods at the time of delivery. INTERPLAY UK LIMITED accepts no liability for losses if the delivery or consignment notes are signed 'unchecked' and subsequent shortages are found. Any goods rejected as not complying for whatever reason with the order placed, or goods that have been damaged in transit, must be notified in writing to INTERPLAY UK LIMITED within 7 days of receipt of the goods. Interplay UK Limited accepts no liability for products damaged after delivery to the Buyer's premises.

5.7 Any dispute concerning invoices raised must be notified to INTERPLAY UK LIMITED by the Buyer within 14 days of the date of the invoice.

6. RISK/TITLE

6.1 All Goods will remain the property of INTERPLAY UK LIMITED until the price of such Goods has been paid in full (in cash or cleared funds).

6.2 Risk in the Goods will pass to the Buyer from the date of delivery or deemed to have been delivered in accordance with condition 5.2. In the case of goods supplied on an FOB basis, the risk shall pass to the Buyer upon delivery of the goods to the Far East shipping agent.

6.3 The Buyer's right to possession will terminate immediately upon the occurrence of an event which would allow INTERPLAY UK LIMITED to terminate the Contract under Condition 11.1.

6.4 The Buyer grants INTERPLAY UK LIMITED, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

7. LIABILITY OF INTERPLAY UK LIMITED

7.1 This Condition 7 is in addition to and does not affect a Consumer's rights in relation to defective Goods or Services given to consumers by law.

7.2 INTERPLAY UK LIMITED will provide a full credit in respect of faulty or defective goods only. No product will be accepted back unless prior authorisation and returns address is obtained by calling Head Office: 01628 488944. (Please do not send returns to Head Office – they can not be accepted due to lack of space.) Faulty goods may not be destroyed until Interplay has been given adequate opportunity to inspect them, and has specifically authorised the destruction of such goods.

7.3 INTERPLAY UK LIMITED does not exclude its liability (if any) to the Buyer for any matter which it would be illegal for INTERPLAY UK LIMITED to exclude (or to attempt to exclude) its liability including those matters referred to in Condition 8 where the Buyer is dealing as a Consumer.

7.4 Except as provided in Conditions 7.1 to 7.3 and 8, INTERPLAY UK LIMITED will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any Contract including the provision of any Goods or Services.

7.5 Except as set out in Conditions 5.3, 7.1 to 7.5 and 8, INTERPLAY UK LIMITED hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.

7.6 Save where the Buyer is dealing as a Consumer, the Buyer agrees to indemnify, keep indemnified and hold harmless INTERPLAY UK LIMITED from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which INTERPLAY UK LIMITED incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance by the Buyer of the terms of the Contract.

8. BUYERS DEALING AS CONSUMERS HAVE OTHER RIGHTS GRANTED BY LAW IN ADDITION TO THOSE SET OUT IN THESE TERMS AND CONDITIONS WHICH INTERPLAY UK LIMITED CANNOT EXCLUDE. THESE TERMS AND CONDITIONS DO NOT AFFECT

THOSE OTHER RIGHTS GRANTED BY LAW. INTERPLAY UK LIMITED publish a document with a summary of the differences in their Terms and Conditions for Buyers who are also Consumers.

9. FORCE MAJEURE

INTERPLAY UK LIMITED will not be liable to the Buyer for any failure or delay or for the consequences of any failure or delay in performance of the Contract, if it is due to any event beyond the reasonable control and contemplation of INTERPLAY UK LIMITED including, without limitation, acts of God, war, industrial disputes, protests, accident, breakdown, fire, tempest, explosion, an act of terrorism and national emergencies and INTERPLAY UK LIMITED will be entitled to a reasonable extension of time for performing such obligations.

10. INTELLECTUAL PROPERTY / PRODUCT TEST CERTIFICATES

10.1 All intellectual property rights in the Goods belong to INTERPLAY UK LIMITED or its licensors absolutely. All intellectual property rights created, developed or discovered by INTERPLAY UK LIMITED (whether alone or with any other person including the Buyer) in the provision of the Goods or Services shall belong to INTERPLAY UK LIMITED absolutely.

10.2 The Buyer may not make or distribute copies of the Goods or Services.

10.3 The Goods will be tested to European Toy Safety standards, and all warning statements provided in the English language. Products are evaluated by accredited testing facilities and tested to the requirements which they consider appropriate. Copies of test certificates will be made available on request, and the principal certificates will generally be renewed every 2 years. The costs of any additional testing which may be required by the client are not included in quotations unless specifically stated. If purchasing for sale outside the UK, the Buyer should check that our standards are sufficient for your national and regional requirements.

11. TERMINATION

11.1 INTERPLAY UK LIMITED may by written notice terminate the Contract immediately if the Buyer is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Failure to pay any sums due in accordance with Condition 4.2 is a material breach of the terms of the Contract which is not capable of remedy.

11.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Buyer or INTERPLAY UK LIMITED accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

12. GENERAL

12.1 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of INTERPLAY UK LIMITED.

12.2 The Contract is personal to the Buyer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without INTERPLAY UK LIMITED's prior written consent.

12.3 The Contract contains all the terms which INTERPLAY UK LIMITED and the Buyer have agreed in relation to the Goods and/or Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods and/or Services. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of INTERPLAY UK LIMITED which is not set out in the Contract. Nothing in this Condition 12.3 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

12.4 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.5 For the avoidance of doubt should there be any conflict between the terms and conditions of sale set out in this document and any special terms attached to them, then the special terms shall prevail.

12.6 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.

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Company Registration No. 279998