



Good Games Pty Ltd  
ABN 85120806760

**Email of Fax fully completed pages to:**  
lucene@goodgames.com.au (02) 9715 3777

## Customer Details

Company Name \_\_\_\_\_ **ABN** \_\_\_\_\_

Owner's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

## Retail Store Details

Store Name \_\_\_\_\_

Manager's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Website \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

*Please complete this form along with the attached Trading Terms and email to lucene@goodgames.com.au or fax to (02) 97153777*

# TRADING TERMS

This is the contract under which Good Games Pty Ltd (ABN 85120806760) supplies goods to the undersigned. The undersigned accepts these terms and conditions of trade.

1. In these terms and conditions :
  - a) **Conditions** means these Trading Terms, which form the contract between Good Games and the Retailer for the sale and supply of goods.
  - b) **Goods** means the goods described in an order.
  - c) **Order** means an order for goods:
    - i) made by the Retailer to Good Games; and
    - ii) accepted by a representative of Good Games, either orally or in writing.
  - d) **Good Games** means Good Games Pty Ltd
  - e) **Retailer** means the person or company who places an order with Good Games.

## Ordering & Delivery

2. The Retailer agrees that it will be bound by these conditions when the Retailer places an order with Good Games and it is accepted by a representative of Good Games. All goods are supplied by Good Games on these conditions only.
3. Good Games is not bound by any terms or conditions issued orally or in writing by the Retailer.
4. The selling price for goods is the price specified in the Good Games price list at the date of dispatch. Good Games may at any time vary its price list to reflect, among other things, currency exchange rates or the imposition of any duties, levies or taxes. The Retailer accepts any errors or omissions in invoicing and, if applicable, agrees to pay the difference of any amended pricing.
5. The supply of goods is subject to availability. If Good Games is unable to supply all of the Retailer's order, these conditions continue to apply to any part of the order supplied. Good Games reserves the right to suspend or discontinue the supply of goods to the Retailer.
6. Good Games will arrange transportation of the goods to the Retailer and the Retailer agrees to pay all shipping charges including, if applicable, any redelivery fees. Unless otherwise agreed in writing by Good Games, delivery is to the Retailer's registered business address.
7. If a delivery date is specified, that date is an estimate only and Good Games is not liable for any delay in delivery. The Retailer must accept delivery and pay for the goods delivered, including transportation costs, even if the goods are delivered after any specified delivery date.

## Returns & Cancellations

8. Once an order has been dispatched to the Retailer it cannot be cancelled and the Retailer must accept delivery and pay for the goods delivered, including all shipping charges, in accordance with these conditions.
9. The Retailer must inspect the goods immediately following delivery. The Retailer may only return goods with the prior expressed approval of Good Games and within thirty (30) days of the date of delivery in resalable condition at full price and in the original packaging.

Initials \_\_\_\_\_

Date \_\_\_\_\_

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10. Any claim that the goods are defective, damaged, short delivered or were not ordered must be made at the time of delivery or in writing to Good Games within forty-eight (48) hours after delivery of the goods to the Retailer. If the Retailer fails to make a claim then, to the extent permitted by law, the goods are deemed to have been accepted by the Retailer and the Retailer must pay for the goods in accordance with these conditions.

### **Payment**

11. Unless otherwise agreed in writing by Good Games, if the Retailer has an approved credit account with Good Games, the Retailer must pay for an order by the Retailer within thirty (30) days from the end of the month of invoicing. Where the Retailer does not have a credit account with Good Games, all goods are to be paid for at the time an order is placed.
12. If the Retailer does not make payment in full by the due date, exceeds its credit limit at any time, commits any other material breach of these conditions, or insolvency in respect of the Retailer arises or is reasonably suspected by Good Games to arise, Good Games may, without limiting any other right or claim it may have against the Retailer, do any or all of the following:
- a) vary or withdraw any approved credit account;
  - b) cancel any rebate or discount payable by Good Games as at the date of the breach;
  - c) suspend or cancel any unfilled orders;
  - d) terminate any contracts between Good Games and the Retailer and demand immediate payment of any moneys payable and due under those contracts;
  - e) enter any premises at any time in which the goods are stored, to enable Good Games to inspect the goods and to reclaim possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Retailer whatsoever; or
  - f) initiate any recovery process at the Retailer's cost and expense.
13. If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Retailer has no right to set-off any claim against Good Games from monies owing to Good Games.

### **Property**

14. Ownership of goods supplied by Good Games to the Retailer does not pass to the Retailer until all goods have been paid for in full. Until that time, the Retailer takes custody of the goods and retains them only as bailee and fiduciary agent of Good Games. Until all goods have been paid for in full:
- a) the Retailer must maintain records relating to the goods, secure the goods from risk, damage and theft and ensure that the goods are kept in good and salable at full price condition;
  - b) the Retailer may sell the goods, in the ordinary course of its business, but only as fiduciary agent of Good Games. The Retailer receives all proceeds, including any proceeds from insurance claims, in trust for Good Games until all liability to Good Games is discharged; and
  - c) the Retailer must not represent to any third party that the Retailer is acting in any capacity for or on behalf of Good Games and the Retailer has no authority to bind Good Games to any contract or otherwise assume any liability for or on behalf of Good Games.
15. Goods supplied by Good Games to the Retailer are at the Retailer's risk immediately upon delivery to the Retailer or its agent, whichever occurs first. The Retailer must insure the goods at its own expense from delivery of the goods until they are paid for in full against such risks as are usual or common to insure against in a business of a similar nature to the Retailer.

Initials \_\_\_\_\_

Date \_\_\_\_\_

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## Limitation

16. To the extent permitted by law these conditions exclude all other conditions, warranties, liabilities or representations in relation to the goods. Where legislation implies in these conditions any condition or warranty that cannot be excluded or modified, to the extent permitted by law the liability of Good Games for a breach of any such condition or warranty is limited at the discretion of Good Games to any or all of the following:
- a) replacement of the goods or the supply of equivalent goods;
  - b) payment of the cost of replacing the goods or of acquiring equivalent goods, by credit to the Retailer's account, in cash or by cheque at the discretion of Good Games; or
  - c) repayment of any part of the purchase price of the goods which has been paid by the Retailer, by credit to the Retailer's account, in cash or by cheque at the discretion of Good Games.
17. Good Games is not liable for any loss or damage of any kind arising out of or in connection with the supply of goods, including without limitation any indirect or consequential loss including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings, arising out of or in connection with the supply of goods, even if due to the negligence of Good Games or any of its employees or agents.

## Other Terms

18. The Retailer agrees it is a corporation in good standing under the laws of Australia and the State of incorporation, with full power and authority to enter into this contract and fully perform its obligations, and the undersigned is the Retailer's duly authorised representative with the power to execute this contract.
19. The Retailer consents to Good Games collecting any personal information for the purpose of assessing willingness to trade with the Retailer and consents to Good Games sharing this information with a third party in order to recover monies due and payable by the Retailer. The Retailer consents to Good Games contacting the Retailer electronically or otherwise with marketing information.
20. Good Games may waive, amend or vary these conditions by notifying the Retailer in writing of the waiver, amendment or variation. Waiver of any condition shall not be deemed a waiver for any other condition, nor shall waiver of any breach of these conditions be construed as a continuing waiver of any other breaches of the same or other condition.
21. If any provision of these conditions is unenforceable, illegal or void, that provision is severed and the other provisions remain in force.
22. There is no other understanding, agreement, warranty or representation whether expressed or implied in any way defining, varying or extending or otherwise relating to these provisions or binding on the parties with respect to the goods of their operation.
23. These conditions, and any order made pursuant to them, are governed by the laws of New South Wales. The Retailer irrevocably submits to the jurisdiction of the appropriate court convenient to Good Games in respect of any claims, proceedings and matters arising out of these conditions.
24. The Retailer has read, understood and agrees to be bound by these conditions.

|                              |               |                              |
|------------------------------|---------------|------------------------------|
| X _____<br>Signature         | _____<br>Date | _____<br>Store/ Trading Name |
| _____<br>Full Name           |               | _____<br>Company Name        |
| _____<br>Position in Company |               | _____<br>ABN                 |