

TERMS AND CONDITIONS OF SALE

Game & Candy on Demand LLC

By accepting, processing, or paying any invoice issued by Game & Candy on Demand LLC (“Seller”), the customer (“Buyer”) agrees to the following Terms and Conditions:

1. Governing Law and Jurisdiction

Any dispute arising out of or relating to this invoice or the goods or services provided by Seller shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. Buyer irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California, unless Seller elects arbitration pursuant to Section 12.

2. Attorney’s Fees and Costs

In the event of any legal action, arbitration, or proceeding arising out of or related to this invoice or the goods or services provided, the prevailing party shall be entitled to recover all reasonable attorney’s fees, court costs, arbitration fees, and collection expenses, in addition to any other relief awarded.

3. Claims for Damaged or Defective Products

Buyer must inspect all goods immediately upon receipt. Any claim for damaged, defective, or nonconforming goods must be submitted in writing to Seller within three (3) calendar days of delivery. Failure to submit a timely claim constitutes waiver of all such claims.

4. Digital Products and Data Retention

For any digital products or services, Seller shall retain related records for thirty (30) days from the date of delivery. After this period, Seller may delete or dispose of such records without liability. Buyer is solely responsible for maintaining backups of all digital content.

5. Payments, Interest, and Overdue Balances

All invoices are due in accordance with the agreed payment terms. Any amount not paid when due shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), calculated daily from the due date until paid in full. Seller may apply payments to the oldest outstanding invoice first, regardless of any contrary instructions from Buyer.

6. Commercial Use Only

Buyer represents and warrants that all goods and services are purchased solely for commercial, business, or resale purposes, and not for personal, family, or household use. Buyer acknowledges that consumer protection laws do not apply to these transactions.

7. Retention of Title and Security Interest (UCC)

All goods sold shall remain the property of Seller until full payment has been received.

Security Interest: Buyer grants Seller a Purchase Money Security Interest (PMSI) in all goods sold and their proceeds.

Fiduciary Duty: Until paid in full, Buyer shall hold such goods in trust as a bailee and segregate them from other inventory.

Filings: Buyer authorizes Seller to file UCC-1 financing statements or amendments without further signature to perfect or protect Seller's interest.

8. Default, Repossession, and Reclamation

In the event of default, insolvency, or bankruptcy, Seller may suspend performance, stop delivery, or repossess goods without notice and without liability. Seller may enter Buyer's premises where goods are stored to reclaim them. Pursuant to 11 U.S.C. § 546(c), Seller reserves all rights to reclaim goods delivered within 45 days prior to a bankruptcy filing.

9. Suspension of Performance

Seller reserves the right to suspend or cancel future deliveries or services if Buyer is delinquent on any invoice, without waiving any rights or incurring liability.

10. Limitation of Liability and Indemnification

To the fullest extent permitted by law, Seller shall not be liable for any incidental, indirect, special, punitive, or consequential damages, including lost profits or business interruption. Seller's total liability shall not exceed the purchase price of the specific goods giving rise to the claim. Buyer agrees to defend, indemnify, and hold harmless Seller from any third-party claims arising from Buyer's use, resale, or modification of the goods.

11. No Setoff; Chargebacks

Buyer shall not withhold, deduct, or offset any amounts owed to Seller for any reason. Buyer agrees not to initiate any credit card chargeback or payment processor reversal without first providing Seller a good-faith opportunity to resolve the issue. Unsubstantiated chargebacks constitute a material breach of these Terms.

12. Order Acceptance and Electronic Signatures

All orders are subject to Seller's acceptance. Any additional or conflicting terms proposed by Buyer are rejected unless expressly agreed to in writing by an authorized officer of Seller. Documents may be executed electronically pursuant to the U.S. ESIGN Act and the California Uniform Electronic Transactions Act.

13. Arbitration; Jury Trial Waiver

At Seller's sole discretion, any dispute may be resolved either by binding arbitration under the rules of the American Arbitration Association in Los Angeles County, California, or by litigation in the courts specified herein. Buyer irrevocably waives the right to a trial by jury.

14. Delivery; Risk of Loss; Force Majeure

Unless otherwise stated in writing, all deliveries are F.O.B. Seller's warehouse. Title and risk of loss pass to Buyer upon delivery to the carrier. Seller is not responsible for delays or failures caused by events beyond its reasonable control, including acts of God, pandemics, labor disputes, carrier delays, or governmental actions.

15. Confidentiality and non-circumvention.

Buyer shall not disclose or misuse Seller's confidential or proprietary information, including pricing and product specifications. Buyer further agrees not to circumvent Seller by contracting directly with manufacturers or licensors introduced by Seller during the term of the relationship and for one (1) year thereafter.

16. Injunctive Relief Waiver

Buyer waives any right to seek injunctive or equitable relief that would interfere with Seller's collection, enforcement, or repossession rights.

17. Survival and Severability

All provisions relating to payment, security interests, indemnification, confidentiality, and dispute resolution shall survive termination. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.