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## All In Sports Entertainment Inc. - Terms & Conditions of Sale

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### 1. Definitions

- 1.1 "Business Customer" means a customer who is not a Consumer.
- 1.2 "Consumer" means an individual who is not acting for the purposes of his or her business or profession.
- 1.3 "Aise Games" means All IN Sports Entertainment Inc. trading as Aise Games also referred to as "we" or "us" in these terms and conditions.
- 1.4 "Catalogue" means the catalogue of products and services offered by Aise Games.
- 1.5 "Force " means any cause affecting the performance by Aise Games of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
- 1.6 "Normal Working Hours" means 8 am to 4 pm on a Working Week Day, and 10 am to 12 pm on a Working Saturday.
- 1.7 "Working days" means Monday Through Friday, excluding Bank or other Public holidays.
- 1.8 Please note special terms apply to Consumers, which prevail over the other provisions of these terms and conditions. Customers who are Consumers are referred to Clause 13.

## **2. Orders**

- 2.1 All contracts of sale made by Aise Games shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the party ("the Customer") with whom Aise Games is dealing. Cancellation of orders by business to business customers is not accepted as many orders are dispatched on the same day the order is placed. Cancellation of orders by Consumers will be accepted in accordance with the Consumer Protection (Distance Selling) Regulations. Nothing in these terms and conditions is intended to impinge upon a Consumer's statutory or contractual rights to reject faulty goods.
- 2.2 All orders are subject to acceptance and to availability of the goods ordered: Aise Games is entitled to refuse any order placed by you.
- 2.3 You undertake that:
  - a) all details you provide to us for the purpose of purchasing goods or services offered on our web site are correct, and
  - b) The credit or debit card you use to make a purchase from us is your own card or your company's card, that you are authorized to use it, and that there are sufficient funds or credit facilities to cover the cost of any goods or services you order from us. We reserve the right to obtain validation of your credit or debit card details before providing you with any goods or services.
- 2.4 Please note, Aise Games may record and / or monitor inbound and outbound calls and electronic traffic for training purposes.

## **3. Prices**

- 3.1 Goods and services, together with VAT, are invoiced at the price prevailing at time of order.
- 3.2 Aise Games reserves the right to modify the prices from time to time.

## **4. Delivery, Title and Risk**

- 4.1 Aise Games shall use reasonable endeavors to dispatch goods by the date agreed with the customer, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond our reasonable control, such as delays caused by delivery companies or manufacturer lead times. If a delay is likely, we shall contact the customer and advise of the delay. A customer who is a

Consumer shall be entitled to cancel an order when advised of a delay if the revised delivery date is not acceptable.

- 4.2 In the case of a Business Customer, if Aise Games is unable to deliver the goods within 30 days of the agreed delivery date, the Customer will, as its sole remedy, be entitled to cancel the order and require any monies paid to Aise Games in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Aise Games after the above date but before delivery of the goods or notification from Aise Games that the goods are ready for delivery. This Clause does not apply to Consumers.
- 4.3 In the case of Business Customers, Aise Games does not accept liability for shortages or damage to deliveries unless the Customer notifies Aise Games of the shortage or damage in writing within 48 hours of receipt of the delivery. Consumers should notify shortages or damage within a reasonable period of becoming aware.
- 4.4 Business Customers are required to be able to accept the goods when they are ready for delivery within Normal Working Hours.
- 4.5 Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
- 4.6 Title in the goods does not pass to the Customer until payment is received in full by Aise Games.
- 4.7 If the Customer cannot accept delivery, Aise Games may at its option:
  - a) store and insure the goods at the Customer's expense and risk or
  - b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or
  - c) re-arrange delivery provided that Aise Games may charge the Customer for the additional delivery costs incurred.
- 4.8 The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and AiseGames shall use reasonable endeavors to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.
- 4.9 Upon delivery of the goods, the Customer will be asked to sign a Proof of Delivery to acknowledge safe receipt. It is the responsibility of the Customer to ensure that the number of packages delivered corresponds with the number stated on the delivery note. Where a discrepancy occurs or where there is evident damage to the packaging, this should be noted on the Proof of Delivery. AiseGames shall not be liable for discrepancies or damage evident on delivery where the Customer accepts delivery and signs the Proof of Delivery

without amendment.

## **5. Payment**

5.1 Payment is due on shipment unless a Customer has been approved for credit. AiseGames' standard credit terms require payment upon delivery, except in the case of transactions where different terms are agreed in writing.

5.2 Payment may be made by cash, certified cheque, Visa, MasterCard, and American Express.

## **6. Product specifications**

6.1 Aise Games makes every effort to supply the goods as advertised but reserves the right to supply the goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer.

6.2 If Aise Games cannot supply the goods ordered by the Customer, Aise Games reserves the right to offer goods of equal or superior quality at no extra cost. In such a case, if the Customer does not wish to accept the alternative goods offered, he or she may cancel the order and require the refund of any money paid to Aise Games in respect of that order, including carriage charges. This shall be the sole remedy of the Customer in these circumstances.

6.3 Aise Games has to adhere to the manufacturer's guidelines stipulating that a given defect(s) that are deemed acceptable before an item is accepted for replacement on grounds of fault.

## **7. Trade names & Trade Marks**

7.1 Trade names and marks (other than Aise Games') are not always indications of the actual manufacturer of a particular product and may rather be indicative of general use systems and machines associated with such products.

- 7.2 Aise Games and the Business Customer/Consumer acknowledges the intellectual property rights of suppliers and manufacturers of the products appearing AiseGames' sales literature and on AiseGames' website.

## 8. Warranties & Returns

AiseGames offers a defective parts warranty of 6 months from time of purchase on its Bodycheck table hockey game. This does not include Parts that have been vandalized. Please note that special terms apply To consumers who wish to return goods, which prevail over the provisi the clause 8. Customers who are Consumers are referred to Clause13

- 8.1 Aise Games is committed to providing our customers with the highest quality products and service. However, on rare occasions, products may be found to be faulty or defective. In such cases we offer the returns facilities described below.
- 8.3 If you purchase goods in the course of your business, the following provisions of this Clause shall apply. Other than the express provisions set out in these terms and conditions, all other terms and the implied terms or warranties relating to the supply of goods are excluded to the fullest extent permitted by law. Goods are not tested or sold as being fit for any particular application or for use under specific conditions, unless expressly agreed in writing.
- 8.4 Subject to the right of Consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations (see Clause 12), Aise Games does not sell products on a trial basis. Customers are strongly advised to check suitability and specifications (**including dimensions**) of products before ordering.
- 8.6 In the event that Aise Games, at its discretion (unless the Consumer Protection (Distance Selling) Regulations apply, see Clause 13), agrees to accept the return for credit of unwanted products, the goods must be returned with Aise Games prior written agreement within 14 days of delivery. The goods must be unopened and in perfect re-saleable condition. All goods returned in these circumstances (except where the Consumer Protection (Distance Selling) Regulations apply, see Clause 13) will be subject to a 30% re-stocking fee of AiseGames' sale price for the goods.
- 8.7 No contract shall be cancelled once accepted by Aise Games nor shall any Goods which are delivered in accordance with the contract be returned without prior written approval of Aise Games and on terms to be determined at the absolute discretion of Aise Games.
- a) Aise Games' technical support staff or Customer Support staff, as appropriate, will advise you of which method of delivery to use to return the products. Depending on the nature of the product purchased, we will either arrange a courier collection, or request that you return the product directly to us. If the goods are found

on inspection to be defective, the cost of returning the item will be refunded to you. Authorized product returns must be sent to: Aise games #1120 6629 hwy31 Kaslo BC V0G1M0

- b) A Goods Returns Authorization Number (RAN) must be obtained from Aise Games for each and every return so that we are able to administratively process your return otherwise we have no means of identifying the Goods being returned. This may result in difficulties in returning monies. The RAN must be clearly shown on each parcel returned, and must be in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seals in tact. Except in the case of faulty Goods, returned items not complying with these requirements will be rejected.
- c) Aise Games cannot accept liability for packages damaged during transit. It is the Customer's responsibility to wrap the product adequately to prevent damage.
- d) Proof of postage is not proof of delivery and you are therefore strongly advised to send your package by recorded delivery, registered post or courier, and to insure the goods for their full value.
- e) On receipt of the returned product, if following the testing process, the product is found to be in good working order without defect, we will return the product to you, and the carriage costs of this return will be your responsibility. Please note that if you have, in the meantime, required us to provide you with a replacement product before completion of the testing process, you will have to pay for this product also. This Clause does not apply to Consumers returning goods pursuant to Clause 13.

## **9. Aise Games' liability**

- 9.1 In its dealings with Business Customers, Aise Games shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships loss of data and other financial loss. ("Financial loss" in this sense does not refer to the price you have paid for the goods, which we may be liable to refund to you, in whole or in part, if the goods are faulty or do not comply with their description). Aise Games' liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.
- 9.2 Nothing in this agreement shall limit Aise Games' liability for death or personal injury caused by its negligence.

## **10. Health & Safety**

- 10.1 Aise Games confirms that the goods it supplies as a manufacturer do not present a hazard to health and safety
- a) when properly used for the purpose for which they are designed; and
  - b) If the Customer takes reasonable and normal precautions in their use.

## **11. Force**

- 11.1 Aise Games shall not be liable to the Business Customer/Consumer or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of Aise Games' obligations in respect of the Goods, if the delay or failure was due to any cause beyond AiseGames' reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond AiseGames' reasonable control:
- a) act of God, explosion, flood, tempest, fire or accident;
  - b) war, threat of war, sabotage, insurrection, civil disturbance or requisition;
  - c) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
  - d) import or export regulations or embargoes;
  - e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Aise Games or of a third party);
  - f) difficulty in obtaining materials, labor or machinery; and
  - g) Power failure or breakdown in machinery.
- 11.2 If we are unable to provide you with your Goods within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the delivery of the Goods or either of us may decide to terminate the contract in which case we will return any prepayments that you have made in full.

## 12. The Consumer Protection (Distance Selling) Regulations

- 12.1 Contracts for the purchase of goods by a Customer not acting in the course of a business and made over the telephone or through the Aise Games website, or by mail order, are, with the exception of certain excepted contracts, subject to The Consumer Protection (Distance Selling) Regulations ('the Regulations').
- 12.2 If the Regulations apply, Customers may cancel goods purchased from Aise Games by sending a written notice of cancellation by post or hand delivery addressed to Customer Services at Aise games, #1120 6629 hwy 31 Kaslo BC V0G1M0 or by fax to 250-353-2445 or by e-mail to enquiries@aisegames.com
- 12.3 The notice of cancellation must be delivered within 7 working days of the day after date of delivery of the goods.
- 12.4 The Customer will be responsible for the cost of returning the goods if he or she exercises this right of cancellation under the Regulations. If the Customer does not actually return the goods to Aise Games, the Customer is under a duty to make the goods available for collection at the Customer's expense from the address to which they were delivered.
- 12.5 The Customer is under a duty to retain possession of the goods whilst awaiting return to Aise Games and to take reasonable care of them during this period. The Customer will be liable for any loss of or damage to the goods if he or she fails to comply with this obligation.
- 12.6 **The right to cancel does not apply to personalized goods or goods made to a consumer's specification**

## 13. Errors & Omissions

- 13.1 Aise Games makes every effort to ensure that all prices and descriptions quoted in its catalogue and on its website are correct and accurate. However, the frenetic tempo of e-commerce makes it inevitable that mistakes will occasionally occur. In the case of a manifest error or omission, Aise Games will be entitled to rescind the contract, notwithstanding that it has already accepted the Customer's order and/or received payment from the Customer. Aise Games' liability in that event will be limited to the return of any money the Customer has paid in respect of the order. In the case of a manifest error in relation to price, the Customer will be entitled to purchase the goods by paying the difference between the quoted price and the correct price, as confirmed in writing by Aise Games after the manifest error has been discovered.
- 13.2 A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by Aise Games which is more than 10% less than the price that would have been quoted had the mistake not been made.

## **14. Data Protection**

- 14.1 AiseGames will NOT share the Business Customer/Consumer's email address or personal telephone number with ANY 3rd parties.

## **15. General terms of business**

- 15.1 Nothing in these terms and conditions affects your statutory rights as a Consumer.
- 15.2 If any provision in this Agreement is held to be invalid or unenforceable, it shall be deemed severed from the Agreement and this shall not affect the validity or enforceability of the remaining provisions.
- 15.3 Any waiver of a breach of this Agreement must be in writing.
- 15.4 Any variation of this Agreement must be in writing and signed by a duly authorized Aise Games official.
- 15.5 The headings are for convenience only and shall not affect the interpretation of this Agreement.
- 15.6 Assignment You must not transfer any contract made with us under these Conditions, as it is personal to you, without written authority from us. This authority will not be refused without good reason.
- 15.7 Insolvency

This clause applies if:

- a) the Business Customer/Consumer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

- b) An encumbrance takes possession, or a receiver is appointed of any of the property or assets of the Business Customer/Consumer ; or
  
- c) Aise Games reasonably apprehends that any of the events mentioned above is about to occur in relation to the Business Customer/Consumer and notifies the Business Customer/Consumer accordingly.

If this clause applies then without prejudice to any other right or remedy available to Aise Games, Aise Games shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Business Customer/Consumer and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 15.8 Customer Service queries

Aise Games shall make every reasonable effort to resolve or acknowledge by post, telephone or email any queries which the Business Customer/Consumer has made within 48 hours of receipt of any such query.

Aise Games shall make every reasonable endeavor to respond to complaints within 5 working days and keep the Business Customer/Consumer reasonably notified of any progress thereafter.

Telephone calls made to Aise Games may be recorded for training purposes.

15.9 Third Party (Rights) Act

No third party shall be allowed to enforce any rights under this contract.

The parties hereby exclude the application of the Contracts (rights of Third Parties) to each and every contract made under these Conditions.

15.10 No Waiver

Aise Games' failure to insist upon strict performance of any provision of these Conditions shall not be deemed a waiver of its rights or remedies in respect of any present or future default of the Business Customer/Consumer in performance or compliance with any of these Conditions.

#### 15.11 Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

Notice shall be delivered personally or sent by first class prepaid recorded delivery or by registered post (airmail if overseas) or by facsimile transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by airmail) and in the case of facsimile transmission on completion of the transmission provided that the sender shall have received printed confirmation of transmission.

15.12 Enforceability

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 provision of these Conditions and the remainder of the provision in question shall not be affected.

15.13 Dispute

In the event of a dispute between the Business Customer/Consumer and Aise Games, should Aise Games in writing require, the Business Customer/Consumer agrees to submit to the jurisdiction in accordance with the Arbitration Act for the time being in force as a legally binding alternative to court action.

15.14 Jurisdiction

The contract shall be governed by the laws of Canada and the Business Customer/Consumer agrees to submit to the non-exclusive jurisdiction of the Canadian courts.