



SEGA AMUSEMENTS EUROPE LIMITED
 42, BARWELL BUSINESS PARK
 LEATHERHEAD ROAD, CHESSINGTON, SURREY KT9 2NY
 TEL: 020 8391 8070 FAX: 020 8391 8099

CREDIT ACCOUNT APPLICATION FORM

Name and Address of Applicant
 Showing any Trading Name:

If a Limited Company, state names of Directors
 and Registration number:

 Registered Office Address: _____

Phone number _____

Fax number _____

Post Code _____

Post Code _____

Address to which Invoices and Statements
 are to be sent if different from above

If sole Trader or Partnership, state full names and
 home addresses

Years established _____

Gaming Board Certificate No: _____

COMPANY CONTACTS

Please provide Name, Email address and Telephone Number for:-

Machine Purchasing _____

Parts Purchasing _____

Merchandise Purchasing _____

Accounts Payable _____

(Please attach a copy of your Company Letter heading)

CREDIT REFERENCES

1. BANK: Name & Address _____
 _____ A/C No

2. TRADE REF Name & Address _____
 _____ Telephone number _____

3. TRADE REF Name & Address _____
 _____ Telephone number _____

 Estimated purchases £ _____ Credit limit requested £ _____

I/We note your terms set out in your standard conditions of sale and agree to all clauses thereof and will pay in accordance therewith for any goods/services supplied by you. Payment terms to be advised.

Customers Signature _____ Position _____

CONDITIONS OF SALE OF SEGA AMUSEMENTS EUROPE LIMITED

1. GENERAL

- 1.1 In these Conditions the following expressions shall have the following meanings:
- | Expression | Meaning |
|------------|--|
| "SAE" | Sega Amusement Europe Limited |
| "Customer" | the person, firm or company with whom SAE makes the Contract and which expression shall include (jointly and severally) any principal on whose behalf the Customer orders the Goods. |
| "Contract" | any Contract formed between SAE and the Customer for the Sale and Purchase of the Goods. |
| "Goods" | the Goods (including any instalment of the goods or any part of them) which are to be supplied by SAE pursuant to the Contract. |
| "Delivery" | the Delivery (by whatever means) of the Goods by SAE. |
- 1.2 All Contracts shall be accepted by SAE and concluded, upon the basis of these Conditions together with any special conditions issued by SAE to the Customer at any time prior to or with SAE's acceptance of any order of the Customer.
- 1.3 These Conditions supersede any other terms appearing in any previous catalogue or elsewhere and unless otherwise specifically agreed in writing by SAE constitute the entire understanding between SAE and the Customer.
- 1.4 All descriptions, illustrations and prices in any catalogue, price list or otherwise, issued by SAE are intended to merely present a general idea of the Goods and/or price and nothing contained in any of them shall form any part of any Contract between SAE and the Customer.
- 1.5 No Terms or Conditions of the Customer, irrespective of their date, shall apply or prevail over these Conditions.
- 1.6 SAE may perform any of its obligations or exercise any of its rights by itself or through any other member of the same group of companies of which SAE is the holding company or is also a member.
- 1.7 Any notice required or permitted to be given by either of the parties to 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 to the party giving the notice.
- 1.8 No waiver by SAE of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 1.9 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 provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 1.10 No variation of these Conditions shall be binding unless agreed in writing between any Director of SAE and the Customer.
- 1.11 The employees and agents of SAE are not authorised to make any representations concerning the Goods unless confirmed by any Director of SAE in writing. In entering into any Contract the Customer acknowledges that it does not rely on and waives any claims for breach of any such representations which are not so confirmed.
- 1.12 Any advice or recommendations given by SAE or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the goods which is not confirmed in writing by any Director of SAE is followed or acted upon entirely at the Customer's own risk and accordingly SAE shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.13 The headings in these Conditions are convenience only and have no legal effect.
- ## 2. PRICES
- 2.1 The price of the Goods shall be the quoted price of SAE.
- 2.2 SAE reserves the right to effect changes in the price of the Goods (or any of them) without prior notice at any time before despatch.
- 2.3 All prices are quoted on an ex-stock basis with packing, carriage &, delivery and associated costs chargeable extra. VAT will be added at the rate applying at the date of despatch or invoice as allowed by the relevant VAT Regulations for the time being.
- ## 3. ORDERING
- 3.1 Unless written cancellation is received all Goods ordered will be despatched as soon as the Goods are available. If Goods are refused and returned they will be subject to a handling charge as detailed in Condition 9.2.
- 3.2 SAE shall not be responsible nor liable for Goods which are not available when ordered irrespective of any representation made by SAE or any of its officers or employees.
- 3.3 The Customer shall be responsible to SAE for ensuring the accuracy of the terms of any order (including but not exclusively any relevant specification) and for providing to SAE any necessary information concerning the Goods within a sufficient time to enable SAE to perform the Contract in accordance with its terms.
- ## 4. DELIVERY
- 4.1 If any special delivery service is required this must be specified at the time of order.
- 4.2 SAE will use all reasonable endeavours to despatch Goods on the first available transport unless the Customer instructs otherwise subject to the Goods being available. If any special delivery is required or if the Customer instructs SAE to despatch Goods other than on the first available transport this must be specified at the time of order and SAE will endeavour to comply with the same. The Customer will be responsible for any costs of whatever nature incurred in providing any special delivery service.
- 4.3 Delivery shall be made to the Customer's address, or if the Goods are to be collected by the Customer, upon such collection from SAE's address at any time after SAE has notified the Customer that the Goods are ready for collection.
- 4.4 Any dates quoted for Delivery are approximate only and SAE shall not be liable for any loss or damage whatsoever due to delay in Delivery howsoever caused. Time for Delivery shall not be of the essence of the Contract. The Goods may be delivered by in advance of the quoted Delivery Date upon giving reasonable notice to the Customer.
- 4.5 SAE may effect Delivery by instalments in which case these Conditions shall apply to each instalment as though a separate Contract and any failure or defect in any case one Delivery will not entitle the Customer to repudiate the Contract as a whole.
- 4.6 If the Customer fails to take Delivery or fails to give SAE adequate Delivery instructions prior to the time stated for Delivery then without prejudice to any other right or remedy available to SAE, may:
- store the Goods until actual delivery or sale (as provided in paragraph (b) hereof) and charge the Customer for the reasonable costs (including insurance) or storage; and/or
 - sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract.
- 4.7 If SAE fails to deliver the Goods (or any instalment) for any reason other than any cause beyond SAE's reasonable control (which shall include the inability of SAE to obtain from its supplier(s) on commercially acceptable terms the Goods which are to be supplied pursuant to the Contract) or the fault of the Customer and SAE is accordingly liable to the Customer the liability of SAE shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of such Goods.
- ## 5. WARRANTY
- 5.1 SAE warrants to the Customer that the following Goods will function and shall be free from defects for the respective periods set out against such Goods:
- new machines - 90 days from Delivery;
 - PC Boards and Cartridges - 30 days from Delivery;
- 5.2 If the Customer shall bring a valid claim under the terms of Conditions 5.1 SAE will at its option either replace or repair the non-complying or defective Goods as soon as reasonably practicable. All claims must be made in writing within the relevant warranty period. All telephone claims must be confirmed in writing no later than 7 days after the date of the telephone claim and, in any event, within the relevant warranty period. The foregoing is the Customer's sole and exclusive remedy against SAE and performance of either of the options shall constitute an absolute discharge of SAE's entire liability under the warranty given in Conditions 5.1.
- 5.3 In the event of Goods being returned to SAE as a result of any claim under the warranty given in Conditions 5.1, the Customer shall be liable for and shall pay all costs of carriage to return the Goods.
- 5.4 The Customer shall have no right to reject and shall not fail to take delivery, of any Goods the subject of any Contract on any grounds whatsoever (including, without limitation, any alleged breach of any warranty given by SAE to the Customer in relation to the Goods) and SAE shall not be liable to satisfy any burden of proof that any alleged breach was so slight that it would be unreasonable for the Customer to reject the Goods.
- 5.5 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.6 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the consumer are not affected by these Conditions.
- 5.7 Except in respect of death or personal injury caused by the negligence of SAE, SAE shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of SAE, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods except as expressly provided in Customer and the entire liability of SAE under or in connection with the Contract shall not exceed the price of the Goods except as expressly provided these Conditions.
- ## 6. INSPECTION, TRANSIT DELAYS AND NON-DELIVERY
- 6.1 The Customer must inspect the Goods as soon as is reasonably practicable after Delivery and in any event shall within 48 hours of Delivery give written notice to SAE in detail of any defect in the Goods or of any other complaint which the Customer may have in relation to the Goods. If the Customer fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on reasonable examination and the customer shall be deemed to have accepted the Goods accordingly.

- 6.2 Queries regarding shortages of Goods must be made within 10 days of the despatch date and must be accompanied by the despatch note. Queries regarding Goods invoiced but not delivered must be made within 10 days of invoice date and the invoice number must be quoted.
- 6.3 The Customer is advised to contact SAE if neither the Goods nor an invoice in respect of the Goods are received within 7 days of the proposed despatch date.
- ## 7. PASSING OF RISK AND PROPERTY
- 7.1 Risk of loss of, or damage to the Goods (or any of them) shall pass to the Customer at the time of Delivery or in the case of Goods to be delivered at the premises of SAE, at the time when the Customer notifies SAE that it intends to collect the Goods (or any of them).
- 7.2 Property in the Goods shall not pass to the Customer until all sums due or owing to SAE by the Customer on any account (whether under these Conditions, any Contract or otherwise) have been paid, and until payment the following provisions of this paragraph shall apply.
- 7.3 Except where full payment is made in cash, the whole of the price in respect of any Contract shall not be treated as paid until any cheque or other instrument of payment given by the Customer has been met on presentation or otherwise honoured in accordance with its terms.
- 7.4 Until such time as Property in the Goods passes to the Customer, the Customer shall hold the Goods as the fiduciary agent and bailee of SAE and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the property of SAE.
- 7.5 Until such time as Property in the Goods passes to the Customer, the Customer shall be entitled to use, or resell the Goods in the ordinary course of its business but shall account to SAE for the proceeds of sale or otherwise of the Goods (whether tangible or intangible and including insurance proceeds) and shall hold such proceeds on trust for SAE and (in the case of goods received in exchange) properly stored, protected and insured in such way that they are identifiable as the property of SAE and are separate from all other goods of the Customer.
- 7.6 The right to use or resell the Goods granted to the Customer under the terms of Clause 7.5:
- may be terminated by SAE forthwith upon oral or written notice to the Customer if the Customer defaults in payment of any sum after such sum fell due; and/or
 - shall automatically cease if any distress or execution is levied on the Customer's assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit an act of bankruptcy or if any Petition or Receiving Order in bankruptcy or Administration Order shall be presented or made against the Customer or if the Customer is a Limited Company and any Resolution or Petition to wind up the same (other than for the purpose of solvent reconstruction or amalgamation) shall be passed or served on an Administration Order he made or if the Customer is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a Receiver or Administrator be appointed over the Customer's assets and undertaking or any part thereof.
- 7.7 If the Customer defaults in the punctual payment of any sum owing to SAE or on the occurrence of any of the matters referred to in Conditions 7.6 (b) hereof SAE shall be entitled to the immediate return of all Goods sold by SAE to the Customer in which the Property has not passed to the Customer, and the Customer hereby irrevocably authorises SAE and its employees and agents to recover the Goods and to enter any premises of the Customer for that purpose. Demand for or recovery of the Goods by SAE shall not in itself discharge either the Customer's liability to pay the whole of the price and take delivery of the Goods or SAE's right to sue for the whole of the price.
- 7.8 As all or any of the Goods or some part or constituent of them may have been purchased by SAE under a contract containing, a provision reserving title or other Property right therein to the vendor, SAE shall be liable to transfer to the Customer only such title as SAE may have in the Goods.
- 7.9 In the event that the Customer has resold the Goods in the ordinary course of business subject to any retention of title in favour of the Customer and the Customer ceases to have any right to resell or use the Goods as referred to in Condition 7.6 above SAE shall have the right to require the Customer to enforce its rights pursuant to or under such retention of title and all monies and/or goods recovered thereby by the Customer shall, to the extent of any liability of the Customer to SAE, be held by the Customer on trust for SAE, in the case of proceeds in a separate bank account and in the case of goods separate and distinct, properly stored, protected and insured.
- ## 8. PAYMENT
- 8.1 Credit terms (subject to satisfactory references) are available. Where credit is granted to the Customer by SAE in writing payment by the Customer is due as required and specified by SAE from time to time and the time of payment shall be of the essence of the Contract and in the event that payment is not made by such date as may be specified by SAE (without prejudice to SAE's rights and remedies herein or otherwise) then any discounts and/or allowances will be cancelled and recharged to the Customer who will thereupon be liable to pay the full purchase price as shown on the invoice.
- 8.2 Where credit terms are not made available cash must be with order. VAT will be added at the rate applying at the date of ordering and Export Customers will be responsible for collecting VAT refunds.
- 8.3 Please ensure that cheques and postal orders are made out to Sega Amusements Europe Limited and are crossed. All payments must be made without any set-off, deduction or counterclaim unless specifically agreed otherwise.
- 8.4 For export orders Customers are advised to ask for a quotation before sending monies so that carriage can be calculated. No Goods will be despatched to Export Customers until payment in full is received.
- 8.5 Where SAE agrees to deliver the Goods elsewhere that at the address stipulated in the Contract and/or by express or other special method of Delivery all additional packaging, transport, insurance and other costs thereby incurred shall (in accordance with Condition 2.2) be added to the price of the Goods and paid by the Customer.
- 8.6 SAE reserves the right to invoice the Customer on an interim basis to cover any instalment(s) of Goods delivered.
- 8.7 In the event of any payment becoming overdue then, without prejudice to any other right or remedy available to it (herein or otherwise), SAE may:-
- terminate the Contract;
 - suspend performance of the Contract until payment is received in full and any times and/or dates stipulated for performance of the Contract shall be extended/postponed accordingly;
 - charge interest from the due date for payment on the unpaid amount at the rate of 4% over the current base lending rate of Barclays Bank Plc or the annual rate of interest accruing on High Court judgements pursuant to Section 17 of the Judgement Act 1838 which ever shall be the higher rate after as well as before commencement of proceedings for recovery of the same.
- 8.8 Each contract shall be subject to SAE being satisfied as to the Customer's credit status (where credit terms are made available) both prior to and during the period of the Contract. If SAE becomes dissatisfied with the Customer's credit status, it may suspend performance of the Contract until it is satisfied as to the Customer's credit worthiness or is given such security for the price as SAE shall deem appropriate.
- ## 9. RETURN AND HANDLING CHARGE
- 9.1 No returns of Goods are permitted nor shall they be accepted by SAE without SAE's prior consent. Subject to SAE's prior consent having been obtained, Goods must be returned carriage paid to SAE in an unused condition.
- 9.2 A handling charge of not less than 10% of the invoice price of the Goods will be levied for each month or part of a month from the date of despatch. Products accepted for return will be credited at invoice value and the appropriate handling charge applied. If invoice details are not quoted the credit will be based upon the lowest sales price.
- ## 10. FORCE MAJEURE
- 10.1 If SAE is unable to supply the Goods by reason of event beyond its control including (but without limitation) Act of God, war, hostilities, riot, civil commotion or any governmental restriction, order or regulation or statutory prohibition the specified Delivery Date(s) shown shall be extended for a period equal to the delay caused by such event(s).
- 10.2 If the period of delay extends beyond a reasonable period then either party may terminate the Contract as regards any Goods undelivered provided that if the Customer cancels the Contract SAE may require the Customer to pay for at the proper proportion of the Contract Price any work already undertaken by SAE for the purpose of the Contract and any Goods manufactured and/or purchased for the purpose of the Contract and for which there is no other ready market available to SAE.
- ## 11. TERMINATION
- 11.1 Save as provided in Condition 9 the Customer cannot terminate the Contract although SAE shall be entitled to terminate the Contract and/or, any other Contract with the Customer forthwith by notice without prejudice to any of its other rights:
- if the Customer (whether under this or any other Contract between the Customer and SAE) is overdue with any payment or commits any breach of Contract which is incapable of remedy or for which if the same was capable or remedy it fails to remedy the same within 7 days of SAE's written notice so to do; or
 - if any distress or execution is levied on the Customer's assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any Petition or Receiving Order in bankruptcy or Administration Order shall be presented or made against the Customer or if the Customer is a Limited Company and any Resolution or Petition to wind up the same (other than for the purposes of solvent reconstruction or amalgamation) shall be passed or served or an Arrinunstration Order be made or if the Customer is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a Receiver of Administrator be appointed over the Customer's assets and undertaking or any part thereof or
 - if in the opinion of SAE serious doubts arise as to the solvency of the Customer.
- ## 12. CHOICE OF LAW
- 12.1 The Contract and every Contract between SAE and the Customer shall be governed and interpreted in accordance with English Law and the Customer submits to the jurisdiction of the High Court of Justice in England but SAE may enforce any such Contracts in any court of competent jurisdiction



SEGA AMUSEMENTS EUROPE LIMITED
BLOCK C 42, BARWELL BUSINESS PARK
LEATHERHEAD ROAD
CHESSINGTON
SURREY KT9 2NY

BANK CONSENT FORM

I, of

Give consent to Bank plc to supply a status report to Sega Amusements Europe Limited in respect of the account, detailed below, any charges will be paid by Sega Amusements Europe Limited for this service.

ACCOUNT NAME:

ACCOUNT NUMBER:

SORT CODE:

BANK

ADDRESS

AUTHORISED SIGNATORY

This form should be completed, signed by an authorised signatory and returned with the Credit Application form. Unfortunately we are not able to consider credit facilities if this form is not returned with your Application.