

Terms of Sale

1. All purchases by Applicant of goods and/or services from Cash For Games of Newark llc. DBA Video Game Advantage will be made in accordance with the terms and conditions of this application any invoices and/or other documents evidencing the Applicant's obligations to Cash For Games of Newark llc. DBA Video Game Advantage, all of which are incorporated herein by this reference. Cash For Games of Newark llc. DBA Video Game Advantage may modify the terms and conditions of this application, from time to time, upon mailing notice of such change to applicant at the address shown on Cash For Games of Newark llc. DBA Video Game Advantage's records, or via email to the email address that on Cash For Games of Newark llc. DBA Video Game Advantage has on file. Such changes shall be effective for all transactions between Cash For Games of Newark llc. DBA Video Game Advantage. and Applicant after the date of the notice.
2. Applicant agrees to immediately upon receipt examine each of Cash For Games of Newark llc. DBA Video Game Advantage's statements. Within days (4) days from the date of each statement, Applicant shall advise Cash For Games of Newark llc. DBA Video Game Advantage of any transaction in dispute, together with a written statement specifying the reasons for such dispute. Failure to notify Cash For Games of Newark llc. DBA Video Game Advantage of any dispute shall constitute a complete waiver of any and all such disputes.
3. Applicant agrees to pay interest in the amount of the highest rate permitted by law on any payment considered past due until collected in full.
4. Cash For Games of Newark llc. DBA Video Game Advantage must receive written notification Within 5 days if there is a change in ownership, adding or removing of partners, officers, etc. Selling of store and address changes.
5. Applicant agrees to pay all costs of collection incurred by Cash For Games of Newark llc. DBA Video Game Advantage, including reasonable attorney's fees and expenses, should a default in payment or any other or any other obligation of Applicant occur.
6. This agreement has been entered into and is to be performed in the County of Somerset, Commonwealth of New Jersey and any action brought here under shall be brought in said County and State at the option of and in the sole discretion of Cash For Games of Newark llc. DBA Video Game Advantage
7. Applicant agrees to pay a \$50.00 service charge and a 2% monthly finance charge, for each non-sufficient/returned check to Cash For Games of Newark llc. DBA Video Game Advantage. All bounced checks will be reported to the Credit Bureaus.
8. Applicant agrees that Cash For Games of Newark llc. DBA Video Game Advantage may use this agreement with any bank or other kind of financial institution for the purpose of obtaining all personal and business financial information of any kind or nature whatsoever in the name of us, any of us, and/or the entity we represent. Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information may be being furnished to, Cash For Games of Newark llc. DBA Video Game Advantage for the purpose of inducing Cash For Games of Newark llc. DBA Video Game Advantage to extend credit to Applicant, and understands that Cash For Games of Newark llc. DBA Video Game Advantage intends to rely upon such information. Applicant agrees to be bound by the terms and conditions contained in this application and all invoices and other documents furnished by Cash For Games of Newark llc. DBA Video Game Advantage. from time to time, all of which are incorporated by reference. Applicant understands that Cash For Games of Newark llc. DBA Video Game Advantage will retain this application whether or not it is approved. Applicant hereby authorizes Cash For Games of Newark llc. DBA Video Game Advantage to check Applicant's credit history and trade and bank references for customary credit information, to confirm the information contained on this application and to release information to other creditors regarding Applicant's credit experience with Cash For Games of Newark llc. DBA Video Game Advantage.

9. Return for exchange will be allowed on most items with valid reason for the exchange. **Not all products can be returned for an exchange. Please ask your account executive for further details as to which products are not allowed for a return/exchange. Please note that ALL items made by Sony, Microsoft, and Nintendo are not allowed to be returned.** All authorized return merchandise must be unused and in its original saleable packaging. No return or exchange on merchandise that shows signs of having been tampered with or opened will be allowed. RETURN MERCHANDISE AUTHORIZATION NUMBER (RMA) must be obtained before any returns can be made. We will not accept any returns without this number, which can be obtained by your account executive. Please write the RMA number clearly on the outside of the returning package along with the Company Name. All authorized returns MUST be received Video Game Advantage within 30 calendar days from the issue date of the RMA number. The RMA number does not imply a replacement or refund, but that we will in fact inspect the merchandise based on your claim. All returns must be sent prepaid freight and insured by you unless it is a mis-shipment. A photocopy of your invoice showing the invoice number must accompany your return along with a written explanation and a contact phone number where you can be reached. It is the responsibility of the dealer/distributor to verify the contents of what he/she is ordering before placing an order. There may be a 15% restocking fee will be assessed on all authorized returns. There will be NO cancellations, refunds, or exchanges on special order items or custom order items allowed. It is also the responsibility of the dealer/distributor to repack the item(s) that are being returned to ensure its safe arrival to us which may include the use of sufficient packaging material to prevent it from being damaged. We CANNOT give credit or refund on a returned package that was damaged due to insufficient packaging. All returned items need to be sent through a freight company that offers a full tracking number so that the package can be tracked from original location to destination, unlike USPS, which only has a delivery confirmation number.

10. Any dealer/distributor with shipment returned as "REFUSED" or "RETURN TO SENDER" for any reason will be responsible for freight charges associated with the refused shipment. Along with a 15% restocking fee on all products shipped. If this is the case, no further shipments will be made until all charges associated with the refused shipments are paid in full. Any refused shipments returned back to Video Game Advantage do not constitute the right to be refunded or exchanged. Please make arrangements with your account executive for shipments if you think that it will result in being "REFUSED" or "RETURNED TO SENDER"

11. All merchandise in a shipment is packaged carefully and correctly utilizing a double check method before it leaves our warehouse. Damaged shipments should be checked in the presence of the carrier. Please keep all shipping cartons and packing material for carrier inspection. Video Game Advantage will not initiate any claims with the carrier. *Claims for shortage of items must be made within 48 hours after receipt of merchandise. The customer must make claims of damaged shipments with the carrier.*

12. All International orders must be prepaid via wire transfer; we offer shipping to Canada and other foreign countries by UPS, FedEx, Ocean Freight, and Air Freight. Any other export/import fees, applicable taxes, custom duties and freight will be the responsibility of the dealer/distributor, which will be collected by the carrier.

13. All products will remain the property of Video Game Advantage until paid for in full. Once paid for in full, Video Game Advantage is no longer the owner of the merchandise purchased and paid for.

14. After receipt and verification of this information our payment options are as follows:

- COD (Money Order / Cashier's Check) for orders up to \$1500.00.
- COD Company Check is unavailable until a proper payment history and relationship is built.
- Visa, MasterCard, Discover, & American Express. Orders will be shipped out after Credit Card has been charged.
- Bank Wire Transfer
- Paypal - Must have a confirmed address with PayPal
- ACH
- Net 30 Terms available to qualifying accounts

15. Orders may be placed through our website (videogameadvantage.net), over phone, or by email, and even by fax.

16. All prices discussed/shown in the Price Sheet and or our website do not include freight charges. All merchandise will be shipped by the fastest, most economical way available, unless otherwise requested or arranged.

17. All Prices are subject to change at any time.

18. Due to the nature of some of the products we sell, we cannot guarantee availability of items, exact ship dates, figure assortment, breakdowns, packaging, or product variations, or exact quantities available to sell. We reserve the right to limit quantities sold. We reserve the right to refuse any sale.

19. Product specifications, prices, ship dates, and availability are subject to change without notice. By Placing Pre-orders the buyer consents to all products having indefinite ship date extensions beyond the original estimated ship date.

20. CANCELLED OR CHANGED (reduced order quantities) ORDERS ARE SUBJECT TO A 15% PROCESSING FEE. RETURNS WILL NOT BE ACCEPTED ON CANCELED ORDERS.

21. While all figures and collectibles are carefully inspected for box dings and dents prior to shipment, some items can incur slight box dings and dents during shipping. Claims for minor item packaging dings and dents will not be accepted if the item is deemed sellable by our Claims department ALL CLAIMS MUST BE SUBMITTED WITHIN 2 DAYS OF THE DATE YOU RECEIVE THE SHIPMENT.