Effective date: 1 September 2023

Terms and conditions

Welcome to Friendly Giant Gaming! These Terms and Conditions (or "Terms") govern your use of our website, products and services (collectively, the "Services"). By accessing or using our Services, you agree to these Terms. If you do not agree to these terms, you should not use our Services.

1. Products and Assignments

1.1. Physical Products: Friendly Giant Gaming offers various physical products related to gaming, including but not limited to gaming accessories, merchandise and collectibles. By placing an order for physical products, you agree to pay the stated price, including any applicable taxes and shipping costs.

1.2. Painting commissions: Friendly Giant Gaming also offers painting commissions for customised artwork. When ordering this service, you agree to provide accurate and detailed instructions for the desired artwork. You understand that completion time may vary based on the complexity of the project, and you will receive an estimated delivery date.

2. Payment and Prices

2.1. Payment: All payments for physical products and painting orders are processed securely through our chosen payment gateway. You agree to provide accurate billing and contact details and authorise us to charge the amount indicated on your chosen payment gateway.

2.2. Prices: Prices for our products and painting orders are listed on our website and are subject to change without notice. The prices at the time of purchase will apply to your order.

3. Shipping and delivery and returns

3.1 Please refer to our Shipping Policy and Return Policy.

4. Intellectual Property

4.1. Our property: All intellectual property rights, including copyrights and trademarks, in our products and customised artwork belong to Friendly Giant Gaming. You may not reproduce, modify or use our products or customised artwork for commercial purposes without our express written consent.

4.2. Your ownership: If you supply us with a product or design for an order, you must own all intellectual property rights to it. You indemnify us against any claim by third parties for infringement of an intellectual property right by a product or design supplied by you.

5. Limitation of liability

5.1. Friendly Giant Gaming shall not be liable for any direct, indirect, incidental, special or consequential damages arising from the use or inability to use our Services, products or commands.

6. Applicable law and Dispute resolution

6.1. These Conditions are governed by Dutch law.

6.2. Disputes arising from or related to these Terms or the Services will be resolved as far as possible by mutual agreement. If this does not yield a result, disputes will be submitted to the competent court in the district of Alkmaar, the Netherlands.

7. Amendments to the Terms and Conditions

7.1. Friendly Giant Gaming reserves the right to change these Terms and Conditions at any time. We will give notice of significant changes by updating the "Effective Date" at the top of this page. Your continued use of our Services after such changes will constitute your acceptance of the revised Terms.

8. Contact details

8.1. If you have any questions or concerns about these Terms or our Services, please contact us at: <u>jelle@friendlygiantgaming.com</u>.