



10150 York Road, Suite 300
Hunt Valley, Maryland 21030

Phone: (443) 318-8001

Secure Fax: (888) 733-9716

newaccounts@diamondcomics.com

newaccounts@alliance-games.com

A #	_____
DC	_____
SM	_____
SOL	_____
(Office Use Only)	

Account Application/Update

This Application is for: Diamond Comic Distributors Alliance Game Distributors
 New Account Status Existing Account Update

1. GENERAL INFORMATION

APPLICANT'S LEGAL BUSINESS NAME _____

BILLING/MAILING ADDRESS: _____

Mailing Addressee _____

Street Address or P.O. Box _____

City _____ State/Province _____ Zip _____

Store Phone () _____ Home Phone () _____ Cell Phone () _____

E-mail Address _____

TRADING AS _____

SHIPPING ADDRESS (IF DIFFERENT) _____

Shipping Addressee _____

Street Address _____

City _____ State/Province _____ Zip _____

24 Hour Emergency Phone _____

Web Site Address _____

Is your shipping address zoned for: commercial use OR residential use

2. BUSINESS OPERATIONS

Type of Ownership (✓ one) _____ Corporation LLC Individual Owner Partnership

Type of Operation (✓ all that apply) Brick & Mortar Retail Chain (# of Stores _____) Internet
 Wholesale/Distributor Conventions Flea Market Other _____

How long has this business been in existence? _____ years

How long have you owned this business? _____ years. How many stores do you operate? _____

Do you (✓ one) Own Building Lease Building (Lease expires on ____/____/____) Monthly Rent or Mortgage \$ _____

Product Lines Carried: (✓ all that apply) Comics GNs Manga Trading Cards Toys Supplies Other _____
 Board Games Card Games CCGs Miniatures Other _____

I Intend To Order: (✓ all that apply) Comics GNs Manga Trading Cards Toys Supplies Other _____
 Board Games Card Games CCGs Miniatures Other _____

Order Intentions (For Diamond please ✓ one) I intend to place an order each month I intend to purchase from stock, periodically.

I would like to begin ordering in the month of _____ DIAMOND: Estimated Monthly Ordering Amount at Retail \$ _____
ALLIANCE: Estimated Monthly Ordering Amount at Retail \$ _____

How will you receive your orders? Pick-up at distribution center UPS Weekly UPS Bi-Weekly UPS Monthly Pick-Up at Drop Point

3. OWNER INFORMATION

CAUTION: INCOMPLETE INFORMATION MAY RESULT IN DELAY OR NON-PROCESSING OF APPLICATION.

- If individual owner, complete information below for owner and spouse.
- If partnership, complete information below for all partners. Total number of partners _____
- If corporation, complete information below for two largest shareholders. Total number of shareholders _____
- If LLC (Limited Liability Company), complete information below for two largest members. Total number of members _____

Name	Title	Percent Ownership	Home Address (Street, City, State, Zip)	Home phone	Social Security# (Required)

Please indicate the names of any additional individuals who are eligible and authorized to make purchases on behalf of the owners listed above.

Name	Title	Name	Title

4. CREDIT INFORMATION

Tax Returns and/or financial statements may be required for consideration of extended terms other than cash on delivery.

I currently have an account with Alliance/DCD. My account number is _____.

BUSINESS REFERENCES-NO PERSONAL, CHARACTER OR PRE-PAY REFERENCES, PLEASE.

Company Name	Address	Telephone #	Account #
_____	_____	()	_____
_____	_____	()	_____
_____	_____	()	_____
_____	_____	()	_____

BANK REFERENCES

Bank	Branch Address	Telephone #	Account #	Account Type
_____	_____	()	_____	<input type="checkbox"/> Business or <input type="checkbox"/> Personal <input type="checkbox"/> Savings or <input type="checkbox"/> Checking
_____	_____	()	_____	<input type="checkbox"/> Business or <input type="checkbox"/> Personal <input type="checkbox"/> Savings or <input type="checkbox"/> Checking

LEASE REFERENCE

Landlord	Street Address	City, State/Province, Zip	Telephone #
_____	_____	_____	()

PERSONAL REFERENCE

Name	Street Address	City, State/Province, Zip	Telephone #
_____	_____	_____	()

5. REQUIRED ATTACHMENTS

Legible photocopies of the following 3 items are required with each Application (a self-addressed envelope has been enclosed for your convenience):

- Some form of photo identification (such as a Driver's License) for each owner listed in Section 3
- Your State Sales Tax License
- Your Business License

PLEASE NOTE: Faxing or emailing your Application and Required Attachments will expedite processing. Originals should still be sent to Diamond Comics or Alliance Games: 10150 York Road Suite 300 Hunt Valley, MD 21030.

Diamond Apps fax to (888) 733-9716, email newaccounts@diamondcomic.com • Alliance Apps fax to (888) 733-9716, email newaccounts@alliance-games.com

6. APPLICANT AGREEMENT / BLANKET CERTIFICATE OF RE SALE

All who appear in Section 3 "Owner Information" must also appear below.

This is to certify that I am licensed to do business in the State/Province/Country of _____, and that all material, merchandise, and/or goods purchased by the undersigned from Diamond Comic Distributors, Inc. or its Alliance Game Distributors division after _____ is purchased for the purpose of resale as tangible personal property. This certificate shall be considered a part of each order which we shall place. DATE

Please Note: If you are applying from Indiana, Michigan, Mississippi, New York, Tennessee, Texas, Virginia or Washington you also must submit your State's Resale Certificate form. All other States must submit the "UNIFORM SALES & USE TAX CERTIFICATE---MULTIJURISDICTION". All Resale Certificate forms may be found at: <https://retailer.diamondcomics.com/Home/1/1/28/234>

Purchaser's Name	Purchaser's Sales Tax Registration No.		
Street Address			
City	State/Province	Country	Zip

I attest that I am of legal adult age and am authorized to conduct business on behalf of the Applicant. My signature below authorizes you to conduct any business/personal investigation necessary in order to establish and maintain an account with the companies either specifically named, or referred to, below. I hereby certify that the information provided herein for the purpose of opening an account with Diamond Comic Distributors, Inc. and its Alliance Game Distributors division (and those Terms of Sale furnished on behalf of the other suppliers for which Diamond is a Sales Agent) "Companies" is true and correct. My signature also indicates that I have read, fully understand, and expressly acknowledge and agree to be bound by the Terms of Sale of said Companies and that I have retained true & exact copies of these Terms of Sale for my records. I fully understand and agree that the then existing at the time of the order Companies' Terms of Sale are in full force and effect for any order (Initial or reorder) I place with the Companies regardless of the method used to place said order. I further agree to be responsible for keeping myself updated on any and all Terms of Sale changes that may occur from time to time, and to be bound by those subsequent changes thereto. I understand that I also may view or obtain copies of the Companies Terms of Sale either online or from any Diamond or Alliance Customer Service Representative. Further, I expressly extend my unconditional Personal Guaranty to Diamond Comic Distributors, Inc. and its Alliance Game Distributors division for all debts incurred. I also understand that orders cannot be cancelled or reduced, and that product is purchased on a strictly non-returnable basis. I also acknowledge that Diamond Comic Distributors, Inc. and its Alliance Game Distributors division may use, and disclose to any person or entity, the information submitted herewith, for any legitimate business purpose. I consent that faxes of this Application and faxes of my signature shall be considered originals.

Applicant's Printed Name	Applicant's Signature (Do Not Use Title)	Date
Applicant's Printed Name	Applicant's Signature (Do Not Use Title)	Date
Applicant's Printed Name	Applicant's Signature (Do Not Use Title)	Date



If you have any questions please call (443) 318-8308 for Diamond Comic Distributors or email newaccounts@alliance-games.com for Alliance Game Distributors. Thank you!



OPENING AN ACCOUNT

Anyone interested in ordering from Diamond Comic Distributors, Inc. ("DCD") must first return a completed Account Application (along with copies of a Resale Certificate, Business License, and a Driver's License or other photo I.D.) to DCD's Home Office on or before the 10th day of the month in which they intend to place their first order. An order form will not be processed until the application has been approved and an account opened, a process which generally takes one to two weeks. Submission of an Account Application does not guaranty that it will be approved or that an account will be opened.

ELIGIBILITY

By placing an order with DCD, the Customer attests that he/she is of legal adult age and is legally authorized to open an account with DCD and to purchase the items which the Customer is ordering.

DCD does not sell directly to hobbyists or consumer-buying cooperatives. Orders will not be accepted unless the Customer is engaged in a legitimate business activity dealing with product lines carried by DCD and is purchasing products from DCD strictly for retail resale to the ultimate end user from locations it has registered with and have been approved by DCD. Subdistributing of any type is strictly prohibited without DCD's written consent. Customers selling via the Internet must possess a legitimate, operational, Registered Domain Name Website with Shopping Cart feature. Proof of eligibility may be required for each order form submitted.

AGENCY RELATIONSHIPS

In addition to selling product from its own inventory, DCD also acts as sales and distribution agent for several publishers/manufacturers including but not limited to Dark Horse Comics, DC Entertainment, Image Comics and Marvel Comics. These vendors each publish their own Terms of Sale which may be found online at http://retailer.diamondcomics.com/support/retailer_docs/newaccts/premieretos.pdf or obtained by contacting your Customer Service Representative.

ORDERING DEADLINES

PREVIEWS orders must be received on or before the deadlines listed on the Order Form each month, and should be uploaded electronically via DCD's Retailer Online Service, transmitted by email to previeworders@diamondcomics.com, or mailed or express-mailed to DCD's PREVIEWS Order Processing Center. PREVIEWS orders may also be faxed provided the original is forwarded to DCD, but PREVIEWS orders are not accepted over the phone.

PREVIEWS orders received after the due date will be subject to a processing charge of up to 3% of the total retail value of the order, and filled from extras, if available.

PAYMENT TERMS/CREDIT GUIDELINES

All new Customers will be notified in writing of their payment terms and credit guidelines by DCD's Credit Department. Payment terms may be changed or reduced at any time and for any reason, at DCD's sole discretion.

Customer credit guidelines are reviewed on a case by case basis. Financial information as shown on Account Applications and other information are considered; however, decisions are made at DCD's sole and absolute discretion. If an existing Customer exceeds their established credit guidelines, immediate cash payment may be required to reduce the account balance. DCD reserves the right to suspend the shipping of product if an account balance exceeds the established Customer credit guideline.

Unless written authorization is granted, all domestic orders are shipped cash on delivery, and all international orders must be prepaid in full with the PREVIEWS Order Form. Notwithstanding the foregoing, in some instances prepayment of domestic orders may also be required.

COD Customers receiving their shipments via UPS will have a COD tag attached to each box for a period of at least 3 months, or until a change in terms has been authorized by DCD.

Check writing privileges and extended terms are available, and may be obtained by submitting a written request, (an up-to-date Account Application, tax returns, financial statements, and other information as may be required by DCD) to DCD's Credit Department. Businesses lacking a significant credit history can earn check writing privileges and/or limited credit through a history of good payments to DCD and/or other suppliers, but should receive product from DCD for a minimum of 90 days before requesting a change in terms.

Customers are required to make payments within designated terms. Invoices not paid within terms will be subject to a late payment fee of 1.5% per month on the outstanding balance. Customers are also liable for an additional 33% of their balance owed should it become necessary for DCD to refer their account to a collection agency or attorney.

Returned checks and dishonored ACH online payments are subject to a \$25.00 service charge (per transaction). Returned checks and dishonored ACH online payments, or any other failure to pay in full may, at DCD's sole and absolute discretion, result in the suspension or cancellation of shipments, loss of check-writing and/or ACH privileges, and/or extended terms, and/or the termination of the Customer's Account and DCD's Agreement to ship product to the Customer.

Upon the consent of DCD, arrangements can be made to pay for purchases via Business Check, Certified Check, Money Order, ACH, Western Union, credit card (VISA, MasterCard & AMEX), or Wire Transfer (the preferred method for International customers). All methods must be preapproved by DCD.

DCD reserves the right to reduce, reject or cancel orders from any Customer due to insufficient credit history, delinquent payments, refusal to accept merchandise ordered, and other reasons as determined by DCD. Prepayment, deposit, and/or security for payment may also be required, at DCD's sole discretion.

SHIPPING

Domestic Shipments are made "F.O.B. Origin", meaning that Title to the product and risk of loss and damage transfer to the Customer once the product leaves DCD's facilities. Customer should examine packages for visible damage and note any apparent problems before signing for a shipment, as this will enable DCD to assist the Customer in recovering the cost of damaged merchandise from the shipping company. Customers paying a common freight carrier directly must make damage claims with that carrier.

Domestic shipments are generally available for pick-up or shipment once a week. With DCD's approval, and cancelable at any time by DCD without liability, Customers may be allowed to pick up their shipments at a DCD Distribution Center and incur no shipping charges. A variety of options, including UPS, LTL (less than truckload via common carrier) and numerous drop points also may be available to the Customer. A DCD Customer Service Representative will be happy to assist the Customer in selecting a reliable and economical delivery method, but DCD does not guarantee the services of any particular shipping company and is not liable for any delays or subsequent loss of sales or profits resulting from the use of any particular shipping company or method (see "Damages" section).

Customers may choose delivery on Tuesday or Wednesday. Please contact your DCD Customer Service Representative for details.

Except as expressly agreed otherwise, Customers will be liable for all shipping charges. DCD may prepay shipping charges and pass these costs on to Customers on their following week's invoice to be paid on the same terms as on a Customer's product order.

International shipments are made "Ex Works". Though DCD will be happy to assist where possible, it is the Customer's sole responsibility to satisfy all export and import requirements such as engaging a freight forwarder, submitting all required paperwork, clearing Customs, paying all Customs and license fees, duties, sales tax, V.A.T., etc., and any and all other associated import and export fees and expenses. The Customer agrees to undertake all of the above-written requirements, and also agrees that DCD shall retain title to the merchandise until the merchandise travels beyond the territorial jurisdiction of the U.S., at which point title officially passes to the Customer. In cases where DCD elects to be the Importer of Record (e.g., shipments made into Canada), shipments will be made "F.O.B. destination".

DAMAGES

DCD strives to deliver all merchandise in salable condition, but does not guarantee "mint condition" (see 'Liability Disclaimer' Section). Merchandise perceived as damaged may be reported to DCD's Customer Service Department; a credit memo will be issued and replacement product will be shipped and invoiced, provided that such perceived damages are reported to DCD's Customer Service Department within 24 hours of the Customer's receipt of the shipment (or within 7 days in the case of statues and toys). If no replacement product is available, a credit memo will be issued. From time to time and completely at DCD's discretion, DCD may request that merchandise be returned for inspection prior to shipment of replacement product and issuance of a credit memo for the damages claimed. At DCD's sole discretion, DCD may accept photographs of perceived damaged product as a means to expedite this process. In any case, Customers shall not deduct the cost of damaged merchandise from their payments for the shipment containing the damaged merchandise.

DCD will provide each retailer with a monthly Damage Return Form instructing the retailer to either "PLEASE DESTROY" or "PLEASE RETURN within 7 days to avoid being billed" all items listed on the form. Forms requesting returns will include an ARS (Authorized Return Service) tag(s) which will enable the Customer to ship the return to DCD's returns department. Merchandise must be returned in a timely manner, and packaged as efficiently as possible to minimize the number of ARS tags needed for the shipment. "Timely" shall be defined as within seven (7) days from Customer's receipt of ARS tag(s). If merchandise is not returned in a timely manner, DCD will invoice the Customer for any previously credited items. Returned merchandise will be inspected by DCD, and DCD shall render its judgment as to whether the merchandise is salable, or is damaged beyond salability. Such judgment shall be final. If in Diamond's sole opinion the merchandise is judged to be salable, such merchandise shall be returned to the Customer at the Customer's expense, and DCD will invoice the Customer for any previously credited items.

Customers refusing any or all parcels when delivery is attempted, or otherwise intentionally delaying receipt of product shall, at DCD's full discretion, forfeit the right to make damages and shortages claims pertaining to any and all parcels related to that shipment.



SHORTAGES AND OVERAGES

All shortages must be reported to DCD's Customer Service Department within 24 hours of the Customer's receipt of a shipment. DCD will use all reasonable efforts to replace any shortages (if replacements are available) or will issue a credit memo for any unfilled amounts. Do not reorder shorted merchandise, as this may result in duplicate replacement. Also, DCD appreciates the Customer's honesty in reporting the receipt of any merchandise for which the Customer is not billed, and will reimburse the Customer for the freight costs incurred when returning such overages. See 'Liability Disclaimer' Section. At Diamond's full discretion, Customers refusing any or all parcels when delivery is attempted, or otherwise intentionally delaying receipt of product, forfeit the right to make damages and shortages claims pertaining to any and all parcels related to that shipment.

RETURNS/ORDER REDUCTIONS

The Customer acknowledges and assumes the risk that due to the nature of the products purchased from DCD, variations in such products, including but not limited to, changes in scheduled ship date, creators, images, SRP, subject matter, availability (digital and otherwise), etc. may occur. Despite such variations, all merchandise is sold by DCD on a non-returnable basis unless otherwise authorized in writing by DCD. Returnable items must be accompanied by a Return Authorization Form, and must be received at the Customer's Distribution Center before their designated deadline dates in order to be eligible for credit. DCD is not responsible for freight costs associated with returns.

In addition, upon submission to DCD, orders cannot be reduced or cancelled unless otherwise authorized in writing by DCD. Authorized order adjustments must be communicated to DCD by the due dates DCD establishes.

ALLOCATIONS

If orders from Customers exceed the amount of product made available to DCD by its suppliers, DCD reserves the right to allocate the available merchandise, at its sole discretion.

CONDITIONS OF SALE

All orders by Customers are binding upon acceptance by DCD and cannot thereafter be cancelled or reduced by the Customer. By submitting an order as provided herein, the Customer agrees to be bound by the Terms of Sale.

In the event there is any discrepancy between these Terms of Sale and any purchase order, acknowledgement, or other documentation issued by the Customer, these Terms of Sale shall control.

By maintaining a retail account or otherwise entering into a business relationship with DCD and accepting DCD's Terms of Sale, the Customer agrees to receive mailings, email bulletins and other electronic communications in regards to products, data, shipping and product updates, or any other information relevant to business operations with DCD.

Failure of Customer to take immediate delivery of merchandise when made available by DCD, or failure to pay for merchandise when due, shall be deemed breach of contract which may, at DCD's sole discretion, result in held shipments and/or cancellation of outstanding orders and/or loss of check writing privileges and/or loss of credit terms and/or legal action and/or the exercise of any other rights of DCD under these Terms of Sale and/or any other available remedy at law or in equity. In addition to any other remedy available to DCD, any Customer who refuses to accept ordered merchandise, or who by his payment delinquency or any other cause, forces DCD to suspend shipments to the Customer, shall be liable to DCD for a 50% cancellation charge for all merchandise the Customer has ordered, regardless of its status. DCD shall restock all merchandise the Customer has ordered, and the Customer shall not be entitled to receive any of said merchandise unless payment in full is made to DCD within two (2) weeks of the Customer default. Refused or undeliverable shipments which DCD has reshipped are subject to a per-box Service Charge at the prevailing rate as published on the Diamond Retailer Website (see "Undeliverable Shipment"). Customers who breach these Terms of Sale shall be responsible for all fees associated with cancellation and restock of outstanding orders including, but not limited to, legal fees and court costs. Any product ordered by the Customer and shipped by DCD that may be confiscated or held by Customs due to importing regulations is solely the responsibility of the Customer.

Customer further authorizes DCD, irrevocably, to appoint any attorney designated by DCD or clerk of any court of record to appear for the Customer in said court, and confess judgment against the Customer without process in favor of DCD for all sums owing including the value of all outstanding orders placed with DCD, costs of suit and reasonable attorneys' fees, hereby expressly waiving all benefit under the exemption laws of any state in which the Customer operates and waives all errors in any said proceedings, and consents to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. The authority and power to appear for and enter judgment against the Customer shall not be exhausted by one or more exercise thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto.

DIAMOND SOFTWARE

WARRANTY: DCD expressly disclaims any warranty for software (including but not limited to websites, extensions, or stand-alone applications). Software and any related documentation is provided "as is" without warranty of any kind, either expressed or implied, including and without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non infringement. The entire risk arising out of use or performance of DCD software remains with the user.

In no event shall DCD or its representatives or suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use DCD software applications, websites, or products, even if DCD has been advised of the possibility of such damages.

PROHIBITIONS: User acknowledges and agrees that DCD software is to be used only in their original form as provided by DCD, and are not to be altered or used in a manner other than originally intended. Alteration, modification, or use of the software inconsistent with its design and intent (including but not limited to reverse engineering or creation of automated scripts to access online resources) are expressly prohibited and will be considered a violation which, at DCD's sole discretion, may result in immediate cancellation of the software licensing Agreement or suspension of a user's website access account where applicable.

LIABILITY DISCLAIMER

The information contained in DCD paper or electronic publications, including but not limited to prices, content, availability, suitability for nonmature readers, product safety, and release or shipment dates, is based solely on information DCD receives from the suppliers of the product. DCD makes no representation or warranty as to the accuracy of this information, and is not liable for any claims or losses resulting from any inaccuracies contained therein or the Customer's sale of the product. All warranties, conditions, representations, indemnities and guaranties, whether express or implied, arising by custom, prior oral or written statement by DCD or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed.

DCD reserves the right to cancel orders, at any time and from time to time, for any merchandise, without responsibility therefore, in whole or in part, in its sole discretion including for such things as manufacturers' cancellation, unacceptable delays, poor quality, or insufficient orders. In the event that DCD is for any reason unable to ship product in a timely fashion, any orders for such merchandise may, at DCD's sole discretion, either be (i) cancelled by DCD (ii) shipped when the product becomes available or (iii) shipped to the Customer subject to return privileges.

Occasionally, DCD may find it necessary to change pricing and/or discounts after Customers' orders are received. In these instances, Customers shall have the right to reduce or cancel orders on those items affected. Such reductions/cancellations must be requested by Customers within 72 hours of notice of the change.

DCD shall not be liable for any incidental, consequential, special, direct or indirect damages (including, without limitation, lost Sales, Profits or business interruption losses) as a result of this Agreement (or the breach thereof) or such damages suffered by Customer or any purchaser, distributor, retailer or end-user of any of the merchandise or Service(s) provided by DCD, whether arising in tort, contract or otherwise.

HOLD HARMLESS

The Customer hereby agrees to indemnify and hold DCD, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by DCD, including reasonable attorneys' fees and costs, by reason of (i) breach by the Customer of any warranties or Agreements contained herein, (ii) any act or omission of the Customer, (iii) any claim, cause of action or lawsuit arising from the sale, use, storage, transportation or handling of the merchandise sold hereunder, or (iv) any settlement, judgment or payment with respect to any of items (i), (ii) or (iii) hereof.

DCD relies on its manufacturing vendors to comply with applicable national, state and local product safety regulatory requirements, including without limitation the U.S. Consumer Product Safety Act as amended by the Consumer Product Safety Improvement Act of 2008. By ordering from DCD you agree that (i) you will look solely to DCD's vendors for any certificates and/or test results required by any such regulatory requirements; (ii) you will exercise any remedies you may have as a result of those regulatory requirements solely against such vendors; and (iii) you will indemnify and hold DCD harmless from any claims made against you arising out of, in connection with or with respect to any such regulatory requirements.

GOVERNING LAW

All legal disputes arising as a result of or with respect to these Terms of Sale will be governed and settled by the laws of the State of Maryland, excluding the conflict of law rules of that state and the Customer agrees that jurisdiction and venue shall rest exclusively within the courts of the State of Maryland including the United States District Court for the District of Maryland.

ENTIRE AGREEMENT

These Terms of Sale are intended to be the final, exclusive and complete statement of the terms of the Agreement between the Customer and DCD. Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, purchase order or other documentation of the Customer, nor course of prior dealing between the parties shall affect or modify these Terms of Sale. Upon receipt by DCD of the Customer's order, these Terms of Sale shall constitute the entire Agreement between the parties and may not be modified or rescinded except by a writing signed by DCD. If any part, term, or provision of these Terms of Sale are held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from these Terms of Sale.

ALLIANCE GAME DISTRIBUTORS

TERMS OF SALE

Effective February 2024
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Opening An Account

Anyone ("Customer") interested in ordering from Alliance Game Distributors ("Alliance") must return a completed Account Application along with copies of a Resale Certificate, Business License, and a Driver's License or other photo I.D. to Alliance's New Accounts Department. Submission of an Account Application does not guarantee that it will be approved or that an account will be opened. Send completed Alliance apps via secure fax to (888) 733-9716 or email newaccounts@alliance-games.com.

Eligibility

By placing an order with Alliance, the Customer attests that he/she is of legal adult age and is legally authorized to open an account with Alliance and to purchase the items which the Customer is ordering.

Alliance does not sell directly to hobbyists. Orders will not be accepted unless the Customer is engaged in a legitimate business activity dealing with product lines carried by Alliance and is purchasing products from Alliance strictly for resale. Proof of such activity may be required for each order form submitted.

Ordering Deadlines/Shipping

Please consult with your Alliance Account Representative for current freight policies and rates. All orders are subject to a \$5.00 handling fee.

Payment Terms/Credit Guidelines

All new Customers will be notified in writing of their payment terms and credit guidelines by Alliance's Credit Department.

Customer credit guidelines are reviewed on a case by case basis. Financial information as shown on Account Applications and other information are considered; however, decisions are made at Alliance's sole and absolute discretion. If an existing Customer exceeds their established credit guidelines, immediate cash payment may be required to reduce the account balance. Alliance reserves the right to suspend the shipping of product if an account balance exceeds the established Customer credit guideline.

Unless written authorization is granted, all domestic orders are shipped cash on delivery, and all international orders must be prepaid in full. Notwithstanding the foregoing, in some instances prepayment of domestic orders may also be required.

COD Customers receiving their shipments via UPS will have a COD tag attached to each box for a period of at least 3 months, or until a change in terms has been authorized by Alliance. Any order shipped to a third party fulfillment facility (including Amazon) will be assessed a \$20 per order fee.

Check writing privileges and extended terms are available, and may be obtained by submitting a written request, (an up-to-date Account Application, tax returns, financial statements, and other information as may be required by Alliance) to Alliance's Credit Department. Businesses lacking a significant credit history can earn check writing privileges and/or limited credit through a history of good payments to Alliance and/or other suppliers, but should receive product from Alliance for a minimum of 90 days before requesting a change in terms.

Customers are required to make payments within designated terms. Invoices not paid within terms will be subject to a late payment fee of 1.5% per month on the outstanding balance. Customers are also liable for an additional 33% of their balance owed should it become necessary for Alliance to refer their account to a collection agency or attorney.

Returned checks and dishonored ACH online payments are subject to a \$25.00 service charge (per transaction). Returned checks and dishonored ACH online payments, or any other failure to pay in full may, at Alliance's sole and absolute discretion, result in the suspension or cancellation of shipments, loss of check-writing and/or ACH privileges, and/or extended terms, and/or the termination of the Customer's Account and Alliance's Agreement to ship product to the Customer.

Upon the consent of Alliance, arrangements can be made to pay for purchases via Business Check, Certified Check, Money Order, ACH, Western Union, credit card (VISA, MasterCard & AMEX), or Wire Transfer (the preferred method for International customers). All methods must be preapproved by Alliance. Pricing is based on cash payments. Cash and check payments entitle the Customer to the 2% higher discount listed on the Alliance website. Call Alliance's Credit Department for additional details.

Alliance reserves the right to reduce, reject or cancel orders from any Customer due to insufficient credit history, delinquent payments, refusal to accept merchandise ordered (including preordered merchandise), and other reasons as determined by Alliance. Prepayment, deposit, and/or security for payment may also be required, at Alliance's sole discretion.

Damages

Customer shall not deduct the cost of damaged merchandise from their payments. Alliance will issue a return authorization for damaged product if reported to an Alliance Account Representative within 24 hours of the Customer's receipt of the shipment. Once the product is received and inspected by Alliance, a credit will be issued for the damaged product.

Domestic Shipments are made "F.O.B. Origin", meaning that Title to the product and risk of loss and damage transfer to the Customer once the product leaves Alliance's facilities. Customer should examine packages for visible damage and note any apparent problems before signing for a shipment, as this will enable Alliance to assist the Customer in recovering the cost of damaged merchandise from the shipping company.

Domestic shipments are generally available for pick-up or shipment Monday through Friday, not including holidays. With Alliance's approval, and cancelable at any time by Alliance without liability, Customers may be allowed to pick up their shipments at a Distribution Center and incur no shipping charges. A variety of options, including UPS, LTL (less than truckload via common carrier) and numerous drop points may be available to the Customer. Alliance, in its sole discretion, will select what it believes to be the most reliable and economical delivery method, but Alliance does not guarantee the services of any particular shipping company and is not liable for any delays or subsequent loss of sales or profits resulting from the use of any particular shipping company or method. (See "Damages" section).

International shipments are made "Ex Works" meaning that Title to the product and risk of loss and damage transfer to the Customer once the product leaves Alliance's facilities. Though Alliance will be happy to assist where possible, it is the Customer's sole responsibility to satisfy all export and import requirements such as engaging a freight forwarder, submitting all required paperwork, clearing Customs, paying all Customs and license fees, duties, sales tax, V.A.T., etc., and any and all other associated import and export fees and expenses. The Customer agrees to undertake all of the above-written requirements. In cases where Alliance elects to be the Importer of Record (e.g., shipments made into Canada), shipments will be made "F.O.B. Destination".

Shortages and Overages

Customers shall not deduct the cost of shorted merchandise from their payments. Alliance will issue a credit memo for any unfilled or shorted product if reported to an Alliance Account Representative within 24 hours of the Customer's receipt of the shipment. Also, Alliance appreciates the Customer's honesty in reporting the receipt of any merchandise for which the Customer is not billed, and will send prepaid return labels to the Customer when returning such overages.

Returns/Order Adjustments

The Customer acknowledges and assumes the risk that due to the nature of the products purchased from Alliance, variations in such products, including but not limited to, changes in the scheduled ship date, author, illustrator, publisher, character(s) and subject matter may occur. Despite such variations, all merchandise is sold by Alliance on a non-returnable basis unless otherwise authorized in writing by Alliance.

Allocations

If orders from Customers exceed the amount of product made available to Alliance by its suppliers, Alliance reserves the right to allocate the available merchandise, at its sole discretion.

Conditions of Sale

All orders by Customers are binding upon acceptance by Alliance and cannot thereafter be cancelled or reduced by the Customer. By submitting an order as provided herein, the Customer agrees to be bound by the Terms of Sale.

In the event there is any discrepancy between these Terms of Sale and any purchase order, acknowledgement, or other documentation issued by the Customer, these Terms of Sale shall control.

Failure of Customer to take immediate delivery of merchandise when made available by Alliance, or failure to pay for merchandise when due, shall be deemed breach of contract which may, at Alliance's sole discretion, result in legal action and/or held shipments and/or cancellation of outstanding orders and/or loss of check writing privileges and/or loss of credit terms and/or the exercise of any other rights of Alliance under these Terms of Sale and/or any other available remedy at law or in equity. In addition to any other remedy available to Alliance, any Customer who refuses to accept ordered merchandise, or who, by his payment delinquency or any other cause, forces Alliance to suspend shipments to the Customer, shall be liable to Alliance for a 50% cancellation charge for all merchandise the Customer has ordered, regardless of its status. Alliance shall restock all merchandise the Customer has ordered, and the Customer shall not be entitled to receive any of said merchandise unless payment in full is made to Alliance within two (2) weeks of the Customer default. Furthermore, any product ordered by the Customer and shipped from Alliance that may be confiscated or held by customs due to importing regulations is solely the responsibility of the Customer. Additionally, the Alliance Customer shall be liable for freight costs (refused UPS shipments which Alliance reshipped are subject to a \$10 per shipment service charge) and any other fees associated with all outstanding orders and/or the breach including, but not limited to, legal fees and court costs.

Customer further authorizes Alliance, irrevocably, to appoint any attorney designated by Alliance or clerk of any court of record to appear for the Customer in said court, and confess judgment against the Customer without process in favor of Alliance for all sums owing including the value of all outstanding orders placed with Alliance, costs of suit and reasonable attorneys' fees, hereby expressly waiving all benefit under the exemption laws of any state in which the Customer operates and waives all errors in any said proceedings, and consents to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. The authority and power to appear for and enter judgment against the Customer shall not be exhausted by one or more exercise thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto.

Liability Disclaimer

The information contained in Alliance publications, including but not limited to prices, content, availability, suitability for nonmature users, product safety, and release or shipment dates, is based solely on information Alliance receives from the suppliers of the product. Alliance makes no representation or warranty as to the accuracy of this information, and is not liable for any claims or losses resulting from any inaccuracies contained therein or the Customer's sale of the product. All warranties, conditions, representations, indemnities and guaranties, whether express or implied, arising by custom, prior oral or written statement by Alliance or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed.

Alliance reserves the right to cancel orders, at any time and from time to time, for any merchandise, without responsibility therefore, in whole or in part, for good cause including manufacturers' cancellation, unacceptable delays, poor quality, or insufficient orders. In the event that Alliance does not receive merchandise from its vendor within 30 days of the last day of the anticipated ship month (or 90 days for some products), any orders for such merchandise may, at Alliance's sole discretion, either be (i) cancelled by Alliance or (ii) shipped to the Customer subject to return privileges, provided Alliance's vendor offers such return privileges to Alliance.

Occasionally, Alliance may find it necessary to change pricing and/or discounts after Customers' orders are received. In these instances, Customers shall have the right to reduce or cancel orders on those items affected. Such reductions/cancellations must be requested by Customers within 72 hours of notice of the change.

Alliance shall not be liable for any incidental, consequential, special, direct or indirect damages (including, without limitation, lost Sales, Profits or business interruption losses) as a result of this Agreement (or the breach thereof) or such damages suffered by Customer or any purchaser, distributor, retailer or end-user of any of the merchandise or Service(s) provided by Alliance, whether arising in tort, contract or otherwise.

Hold Harmless

The Customer hereby agrees to indemnify and hold Alliance, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by Alliance, including reasonable attorneys' fees and costs, by reason of (i) breach by the Customer of any warranties or Agreements contained herein, (ii) any act or omission of the Customer, (iii) any claim, cause of action or lawsuit arising from the sale, use, storage, transportation or handling of the merchandise sold hereunder, or (iv) any settlement, judgment or payment with respect to any of items (i), (ii) or (iii) hereof.

Governing Law

All legal disputes arising as a result of or with respect to these Terms of Sale will be governed and settled by the laws of the State of Maryland, excluding the conflict of law rules of that state and the Customer agrees that jurisdiction and venue shall rest exclusively within the courts of the State of Maryland including the United States District Court for the District of Maryland.

Entire Agreement

These Terms of Sale are intended to be the final, exclusive and complete statement of the terms of the Agreement between the Customer and Alliance. Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, purchase order or other documentation of the Customer, nor course of prior dealing between the parties shall affect or modify these Terms of Sale. Upon receipt by Alliance of the Customer's order, these Terms of Sale shall constitute the entire Agreement between the parties and may not be modified or rescinded except by a writing signed by Alliance. If any part, term, or provision of these Terms of Sale are held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from these Terms of Sale.