

# Account Application

10150 York Road, Suite 300  
 Hunt Valley, Maryland 21030  
 Phone: (443) 318-8001 / Fax (410) 683-7080  
 Email: dbd@diamondbookdistributors.com

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

## 1. GENERAL INFORMATION

APPLICANT'S LEGAL BUSINESS NAME \_\_\_\_\_

TRADING AS \_\_\_\_\_

BILL TO ADDRESS: \_\_\_\_\_

SHIP TO ADDRESS (IF DIFFERENT) \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City ( ) State ( ) Zip ( )

City State Zip

Store Phone Office Phone Fax

Website Address \_\_\_\_\_

E-mail Address \_\_\_\_\_

Is your shipping address zoned for  commercial or  residential use?

## 2. CREDIT INFORMATION

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

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

## 3. BUSINESS OPERATIONS

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

Type of Operation (✓ all that apply)  Retail Store  Retail Chain (# of Stores \_\_\_\_\_)  Internet  Wholesale

How long has this business been in existence? \_\_\_\_\_ years. How long have you owned this business? \_\_\_\_\_ years. How many stores do you operate? \_\_\_\_\_.

If corporation: Year of Incorporation \_\_\_\_\_ Incorporated in which State? \_\_\_\_\_

## 4. 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 info below for all partners. Total # of partners \_\_\_\_\_
- If corporation, complete information below for officers/principals. • If LLC (Limited Liability Company), complete information below for officers/principals.

Name	Title	Home Address (Street, City, State, Zip)	Home phone	Email

BUYER: \_\_\_\_\_

ACCOUNTS PAYABLE: \_\_\_\_\_

## 5. APPLICANT AGREEMENT / BLANKET CERTIFICATE OF RESALE

Must be completed by all applicants.

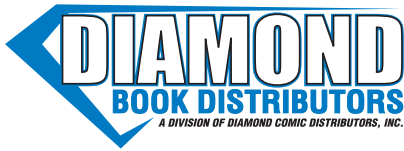
This is to certify that I am licensed to do business in the State/Province/Country of \_\_\_\_\_, and that all material, merchandise, and/or goods purchased by the undersigned from Diamond Book Distributors after \_\_\_\_\_ is purchased for the purpose of resale as tangible personal property. This certificate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

Purchaser's Name	Signature	Date

I attest that I am authorized to conduct business on behalf of the Applicant. My signature below authorizes you to conduct any business/personal investigation necessary to establish and maintain an account with your company. I hereby certify that the information provided herein for the purpose of opening an account with your company is true and correct. My signature also acknowledges that I have read, fully understand, and expressly acknowledge and agree to be bound by Diamond Book Distributors' Terms of Sale (see reverse), and that I have retained true & exact copies of these Terms of Sale for my records. I also acknowledge that Diamond Book Distributors 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 will be considered originals.

Applicant's Printed Name                      Applicant's Title                      Applicant's Signature                      Date

**If you have any questions, please call our New Accounts Coordinator at (443) 318-8215. THANK YOU!**                      CUST - 785 BKTR (3/14)



# TERMS OF SALE

U.S./Canada Retailers/Wholesalers

**Diamond Book Distributors**  
10150 York Road, Suite 300  
Hunt Valley, MD 21030

Email: [books@diamondbookdistributors.com](mailto:books@diamondbookdistributors.com)  
Phone: 443-318-8001  
Fax: 410-683-7084

## I. DISCOUNT SCHEDULES (All discounts are off invoiced list price.)

### A. RETAILERS

1. GRAPHIC NOVELS & ROLE-PLAYING GAME BOOKS (except short discount items; please consult with your Sales Representative for details):  
Direct to Stores: 46% Retail Distribution Center (RDC): 50%  
RDC discount is available if: the retail account has four or more locations and is supplied by a consolidated warehouse capable of receiving full skids of merchandise, and RDC orders are placed in carton quantities; otherwise orders will be rounded to the nearest carton quantity or a minimum of 30 copies.
2. CCG's, CMG's, DVD's, trading cards, toys, apparel, specified Graphic Novels, specified Role-Playing Game Books, and certain other books/items as designated by Diamond Book Distributors ("DBD"), are sold on a non-returnable basis. Please consult with your Sales Representative.
3. Order Minimum: The minimum order is \$250 retail value. All publishers and formats will combine to meet the order minimum. Orders of less than \$250 will result in a flat discount of 35%, non-returnable, on all products, less 5% of net for shipping and handling.
4. Annual Minimum: If an account's annual volume with Diamond Book Distributors is less than \$100,000, the base discount for all formats will be 40%.

### B. WHOLESALERS

1. GRAPHIC NOVELS & ROLE-PLAYING GAME BOOKS (except short discount items; please consult with your Sales Representative for details):  
Annual volume less than \$10,000: 40%  
Annual volume \$10,000 to \$99,999: 50%  
Annual volume \$100,000+: 52%
2. CCG's, CMG's, DVD's, trading cards, toys, apparel, specified Graphic novels, specified Role-Playing Game Books, and certain other books/items as designated by Diamond Book Distributors, are sold on a non-returnable basis. Please consult with your Sales Representative.
3. Order Minimum: The minimum order is \$250 retail value. All publishers and formats will combine to meet the order minimum. Orders of less than \$250 will result in a flat discount of 35%, non-returnable, on all products.

**C. STOP ORDERS** (5 units or less): 25% off list, non-returnable, less 5% of retail for shipping and handling (\$4.95 minimum). Prepaid orders should include shipping and handling charges.

**III. SHIPPING:** FOB Olive Branch, MS or Plattsburgh, NY, at DBD's discretion.

### IV. BACKORDERS

DBD is willing to supply or cancel backorders at the customer's preference. Unless notified otherwise, DBD will automatically backorder all qualifying titles for 90 days.

### V. DAMAGES & SHORTAGES

Merchandise damaged prior to transit, or shorted in shipments, may be reported to DBD for replacement (or credit, if replacements are unavailable), provided that damages or shortages are reported within 60 days of the customer's receipt of the shipment and the damaged merchandise is returned as directed.

Domestic Shipments are made "F.O.B. Destination", meaning that title to the product and risk of loss and damage remain with Diamond until the product reaches the customer's facility. The customer should always check for visible damage caused in shipping and note any apparent problems before signing for a shipment, as this will assist Diamond in recovering the cost of damaged merchandise from the shipping company. Except where Diamond is the importer of record, International Shipments are made "F.O.B. Beyond U.S. Jurisdiction" meaning that Diamond retains title to the merchandise and bears risk of loss and damage until the merchandise is beyond the territorial jurisdiction of the U.S., at which point title passes to the customer who then bears risk of loss and damage and who also becomes responsible for duties, sales tax and all other associated import fees. In cases where Diamond is the importer of record, shipments are made F.O.B. destination.

## VI. RETURNS

All returns must be full-copy, with customers paying the freight, unless specified otherwise, and will be credited at the same discount as the customer received. Returns must be accompanied by a packing slip, placed within the first carton. Cartons must be marked "1 of x," "2 of x," etc. Returns without a packing slip will be charged 5% of invoiced value. Returns will not be accepted for the following: Books/merchandise which either was not originally supplied by DBD or was purchased on a non-returnable basis, open boxes of products sold in packs, store damages such as stickers or ink marks, or Out-of-Print more than 180 days. Returns must be properly packed to prevent damage in shipping. Improperly packed returns will not be credited and will be returned to customers at their expense. Customers will be notified of any discrepancy or rejection of returns, and, at customer option, rejected returns will be sent back to the customer at a charge of \$3.00 per box plus shipping, provided customer elects this option within 14 days.

### Returns should be sent to:

Diamond Book Distributors  
7485 Polk Lane  
Olive Branch, MS 38654

### Returns from customers in Canada should be sent to:

Diamond Book Distributors  
c/o Fraser Direct  
100 Armstrong Avenue  
Georgetown, ON L7G 5S4

## VII. PAYMENT TERMS/CREDIT GUIDELINES

Payment terms are set on a case-by-case basis, based on information provided on DBD Account Application and other financial data. (First orders up to \$1500 retail will ship UPS COD, pending processing of DBD Account Application.) Invoices not paid within terms will be subject to a late payment fee of 1.5% per month. Checks returned to DBD for any reason are subject to a \$25.00 service charge. DBD will assess an additional 33% of balances owed should it become necessary to refer an account to a collection agency or attorney.

## VIII. LIABILITY DISCLAIMER

The information contained in DBD publications, including but not limited to prices, content, availability, suitability for non-mature readers, product safety, and release or shipment dates, is based solely on information DBD receives from the suppliers of the product. DBD 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 guarantees, whether express or implied, arising by custom, prior oral or written statement by DBD or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed. DBD 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.

## IX. 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.

## X. ENTIRE AGREEMENT

If any part, term, or provision of these Terms of Sale is 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.