

# ACDdistribution

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**EFFECTIVE JUNE 1, 2008**

## GENERAL PRICING STRUCTURE

### **Discounts:**

<b>Standard Discount</b>	<b>Quarterly Purchases</b>
<b>42%</b>	<b>\$0 - \$1,199</b>
<b>47%</b>	<b>\$1,200 - \$8,999</b>
<b>49%</b>	<b>\$9,000 - \$24,999</b>
<b>50%</b>	<b>\$25,000 or more</b>

Discounts are evaluated on January 1, April 1, July 1, and October 1. New accounts will be opened at the 47% discount. All published pricing assumes a cash discount. The cash discount is currently 1% of the total of the invoice. Customers paying with a credit card will not be entitled to the cash discount. Discounts may vary by manufacturer. Discounts may vary between product lines of a manufacturer. A list of Manufacturers and their standard discount is available on request. Some items may be listed as a Short Discount Item (SDI) or a Net Priced Item (NPI).

### **Freight:**

**Free shipping for orders of \$400.00 or more sent via UPS Ground.** Orders of \$399.99 or less will be charged the published UPS Ground rates. Orders sent out C.O.D. will be charged the published UPS C.O.D. fee. Specialized shipping requests will be charged the appropriate published shipping rates.

Pricing is subject to change without notice.

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2841 Index Road Suite 150, Madison, WI 53713  
1-800-767-4263 (608)273-8387 Fax: (608) 277-5061

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## **GENERAL TERMS AND CONDITIONS** **ALL SALES ARE FINAL**

### **New Accounts:**

All new accounts must submit a copy of all appropriate business licenses and a completed application for credit. The credit application must be submitted regardless of the payment terms requested. No new accounts will be established without all completed paperwork.

### **Payment Terms:**

- COD-cash: Cashier's Check or Money Order only.
- COD: Company Check, Cashier's Check, or Money Order.
- Credit Card: Payment must be made at the time of purchase. Visa and Mastercard only.
- Net Terms: Company Check, Cashier's Check, or Money Order.

Shipments for overdue accounts will be sent COD-cash. Use of a credit card to pay for Net Terms shipments will incur a 2% Administrative fee. Checks returned due to insufficient funds will incur a \$20.00 fee, and the account will be placed on COD-cash. Overdue balances are subject to finance charges of 1.5% per month. All terms and conditions are subject to the laws of the State of Wisconsin.

### **Returns:**

All damaged, defective, or mis-shipped merchandise may be returned at no cost. To return this merchandise, please obtain a return merchandise authorization number from your sales representative. Merchandise damaged in transit must be claimed through the carrier. All claims for adjustment or shortages must be made within two (2) days after receipt of goods. No returns will be accepted without prior authorization. Shipments refused without prior authorization will incur a 15% restocking fee.

Terms and discounts are subject to change without notice.

### **Freight:**

**Free shipping for orders of \$400.00 or more.** Orders of \$399.99 or less will be charged the published UPS Ground rates. Orders sent out C.O.D. will be charged the published UPS C.O.D. fee. Specialized shipping requests will be charged the appropriate published shipping rates.

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Account Application

New Account  Existing Account

## 1. GENERAL INFORMATION

**APPLICANT'S LEGAL BUSINESS NAME** (Please Print)

### BILLING/MAILING ADDRESS:

\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
Street Address or P. O. Box  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Store Phone & (best time to call)  
\_\_\_\_\_  
Office Phone or Cell Phone  
\_\_\_\_\_  
Fax

### SHIPPING ADDRESS (IF DIFFERENT)

\_\_\_\_\_  
Shipping Address  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
24 Hour Emergency Phone  
\_\_\_\_\_  
E-mail address  
\_\_\_\_\_  
Web Site Address

Your shipping address is zoned for  Commercial  Residential (UPS Residential \$2.50 per box surcharge applied)

Requesting (check one)  COD Cash  COD Check  Net Terms  Credit Card  ACH for payments

Type of Operation (check all that apply)  Retail Store  Retail Chain (# of Stores \_\_\_\_ )  Internet  Wholesale  
 Conventions  Flea Market  Other \_\_\_\_\_

Date Established \_\_\_\_\_ In Business for Past \_\_\_\_ Years \_\_\_\_ Months

How many stores do you operate? \_\_\_\_\_ Do you (check one)  Own  Rent

Other than games, product lines carried (check all that apply)  
 Comics  Graphic Novels  Trading Cards  Toys  Other \_\_\_\_\_

Order Intentions (check one)  My intentions are to place an order monthly  My intentions are to purchase periodically

I would like to begin ordering in the month of \_\_\_\_\_ Estimated Amount at Retail \$ \_\_\_\_\_/per yr

## 2. PROPRIETORS, PARTNERS, PRINCIPAL SHAREHOLDERS or CORPORATE OFFICERS

Sole Proprietor  Partnership  Corporation (State of Inc. \_\_\_\_\_ FEIN # \_\_\_\_\_)

Name Title Home Address Telephone # & Cell # Social Security #  
(required)

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

Name Title

\_\_\_\_\_  
\_\_\_\_\_

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**3. BUSINESS REFERENCE – Required**

Please list wholesale gaming distributors or gaming manufacturers first for consideration of terms beyond COD cash.

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

Company Name                      Address                                      Fax #                                      Account#

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**LANDLORD**

Name                                      Address                                      Fax #

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**BANK REFERENCES (ONE REQUIRED)**

Bank                      Branch Address                                      Fax #                      Account #                      Account Type  
Business  
Savings or Checking

Bank Contact Name: \_\_\_\_\_ Fax # \_\_\_\_\_  
Business  
Savings or Checking

Bank Contact Name: \_\_\_\_\_

**4. APPLICANT AGREEMENT and RELEASE FORM**

By signing this credit application/agreement, the individuals executing this Application below on behalf of the Buyer, individually and personally, represents and warrants to ACD Distribution, LLC that 1) he/she is authorized to execute this Application on behalf of the Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with ACD Distribution, LLC will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; and 4) any legal action brought by Buyer will be in the jurisdiction of Wisconsin, and Buyer hereby submits to the jurisdiction of said courts. The laws of the State of Wisconsin apply. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month: 18% per annum, or the maximum judicial rate, whichever is less. Buyer agrees to pay \$20.00 for each check issued by Buyer to ACD Distribution, LLC which is returned to ACD Distribution, LLC unpaid or marked NSF. In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that ACD Distribution, LLC becomes aware of during the credit review process and from time to time. The undersigned also understands that ACD Distribution, LLC will retain this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. In order for ACD Distribution, LLC to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on the credit application/agreement overrides all others.

**PERSONAL GUARANTEE** The individuals by signing this credit application/agreement is executing the Application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of any and all of Buyers' obligations under this Application with ACD Distribution, LLC, including timely payment of any and all sums due to ACD Distribution, LLC. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection.

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Printed Name                                      Signature (do not use title)                                      Date

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Printed Name                                      Signature (do not use title)                                      Date

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Printed Name                                      Signature (do not use title)                                      Date

**5. OTHER INFORMATION - REQUIRED**

Please include legible photocopies of the following with your application:

\_\_\_\_ **Your State Sales Tax License** – MUST MATCH THE APPLICANT'S LEGAL BUSINESS NAME

\_\_\_\_ **Your Business License** – MUST MATCH THE APPLICANT'S LEGAL BUSINESS NAME

**If you have any questions, please call our Credit Department at (608) 273-8387 ext #214**

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## CUSTOMER CREDIT CARD AUTHORIZATION

By completing this authorization form, you are authorizing ACD Distribution LLC to charge your credit card for purchases at the time of shipment. This authorization must be completed and signed before we can process your credit card payments. **Note that we only accept VISA and MasterCard credit cards.**

Company Name \_\_\_\_\_

ACD Account Number \_\_\_\_\_

Company Phone Number \_\_\_\_\_

Card Holder Name

As printed on the card \_\_\_\_\_

Visa    MasterCard

Credit Card Number \_\_\_\_\_

Credit Card Expiration \_\_\_\_\_

Billing Address for the Credit card: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

\_\_\_\_ **Keep account terms as is. Use credit card only when specified.**

\_\_\_\_ **Account terms are CREDIT CARD ONLY.**

\_\_\_\_ **Primary Card**   \_\_\_\_ **Secondary Card.**

I, \_\_\_\_\_ hereby authorize ACD Distribution to collect payment by processing a request to the above referenced credit card. I understand that ACD Distribution will not be responsible for any bank charges when a debit card is submitted for payments. If credit card charge is denied, ACD will hold the shipment until authorization of other means of payment is processed.

Date \_\_\_\_\_

Signature \_\_\_\_\_

For ACD use only

Processed by: \_\_\_\_\_

MAS   POS   CA   PA

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ACD Distribution, LLC Credit Application for \_\_\_\_\_  
(Company Name)

**BLANKET RESALE CERTIFICATE**

Issued to: ACD Distribution, LLC  
2841 Index Rd., Ste #150  
Madison, WI 53713

We,

\_\_\_\_\_

Whose business address is

\_\_\_\_\_ Street \_\_\_\_\_ (Suite No.)

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Certify that we are purchasing products from ACD Distribution LLC for the purpose of resale. We are not the ultimate user and have been granted a State Sales Tax Number by the State of \_\_\_\_\_.

Our State Sellers Permit Number is:  
\_\_\_\_\_.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as is every material matter.

Social Security Number: \_\_\_\_\_

Or

Federal Identification Number: \_\_\_\_\_

Authorized Signature:

\_\_\_\_\_  
(Owner, Partner, or Corporate Officer)

Title: \_\_\_\_\_ Date \_\_\_\_\_

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## What is an ACH?

ACH or Automated Clearing House is an electronic transaction that replaces traditional check writing by allowing debits and credits to be processed electronically. The benefit to all parties is that it speeds up the process and reduces the potential for loss due to the mail or due to fraud. The originator or debtor pulls preauthorized funds from the payee's account (creditor) in a process that takes 1-2 days.



**Authorization Agreement for Automated Clearing House (ACH) Payments**  
(Direct Credits/Debits for Disbursement/Collection of Payments)

I hereby authorize ACD Distribution, LLC to initiate debit entries for variable amounts to my checking account indicated below to pay for the shipment of merchandise.

Financial Institution \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing and Transit Number/ABA Number \_\_\_\_\_

Account Number \_\_\_\_\_ Account Type: Business \_\_\_ Personal \_\_\_

\*\*\*\*\*Please attach a copy of a voided check\*\*\*\*\*

This authority is to remain in full force and effect until ACD Distribution, LLC receives written notification from me of its termination in such time and in such manner as to afford ACD Distribution, LLC a reasonable opportunity to act on it.

Business Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Signer on Account

ACD Account Number (for office use only) \_\_\_\_\_

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