

ALLIANCE

GAME DISTRIBUTORS

NEW ACCOUNTS

Hello!

Thank you very much for your interest in partnering with Alliance Game Distributors for your board game and gaming accessory needs. We've created a digital New Accounts packet to make your application process as smooth as possible. If you have any questions along the way, please don't hesitate to contact our New Accounts Manager, Lisa Young.

Lisa Young | New Accounts Manager

LMY@alliance-games.com | 260-440-7774

We look forward to working with you in the future!

Alliance Game Distributors

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ALLIANCE GAME DISTRIBUTORS

NEW ACCOUNT FREQUENTLY ASKED QUESTIONS (FAQ)

Q: Who is Alliance Game Distributors?

A: Alliance Game Distributors is the leading distributor to the hobby gaming market, with four warehouses and five sales offices in the Continental US. **Our strategic locations allow us to reach over 90% of the United States in two days or less**, meaning swift service of the largest selection of hobby game and accessory products.

Alliance Game Distributors provides distribution for **over 200 manufacturers to over 3000 retail customers** throughout the world. We have a dedicated staff of Account Representatives and Asmodee North America Sales Specialists who are knowledgeable about the industry, trends, and product lines – your Account Representative and Sales Specialist will work with you to get to know your product mix so they can best serve your store's individual needs.

Q: What sort of products do you carry?

A: Alliance Game Distributors specializes in non-electronic Board Games, Family Games, Collectible Card Games, Miniature Games, Roleplaying Games and accessories.

Whether games are your core product line or you are adding them to add diversity to your store, Alliance Game Distributors stands ready to help you. As exclusive representatives in North America of many of the top selling tabletop games, we offer the best and most profitable selection of any distributor.

Q: What is a "Just in time" distributor?

A: Rather than force retailers to adhere to a strict ordering schedule, Alliance Game Distributors is committed to working with retailers on *their* schedule. This means retailers may place orders via their Alliance Game Distributors online account whenever it is convenient for them, secure in the knowledge that Alliance Game Distributors will act on that order the very next business day.

Q: What requirements are there to qualify for an account?

A: Alliance Game Distributors sells exclusively to retailers, and does not sell to consumers, clubs, or buying cooperatives.

Additional requirements may apply, on a vendor-by-vendor basis, as well.

Q: What is the minimum purchase requirement per order?

A: The minimum to place an order with Alliance Game Distributors is \$50 wholesale.

Q: How do I open an account with Alliance Game Distributors?

- Go to www.alliance-games.com.
- Click "Open an Account."
- Download "Account Application/Credit Application" and "Discount Policy".
- Read and Fill out the Account and Credit Application completely.
- **ALL FORMS MUST BE HAND SIGNED.**
- Submit a copy of both applications along with a copy of:
 - Business License and/or
 - State Sales Tax License
 - State Resale Exception Certificate
 - Photo ID (Driver's License)
 - Resale Certificate
- Email to LMY@alliance-games.com or fax to Alliance New Accounts at (410) 683-7080
- For questions, call Alliance Game Distributors at (800) 669-4263. Ext 7774

Q: What are Alliance Game Distributors' Payment Terms?

A: Alliance Game Distributors offers a suite of payment terms to fit our customer's needs and credit history. Although many accounts start paying by certified check or money order, Alliance Game Distributors offers opportunities to build a history over time to qualify for other terms. Credit checks, bank references, and vendor references may be required for Net terms.

Q: What are the benefits, if any, to COD vs credit cards?

A: CODs are more cost effective for large purchases (generally \$725 or higher if you must pay by certified check). Credit cards are more cost effective for smaller purchases (less than \$725).

Furthermore, if you are COD CHECK terms (or net terms) you may still have a credit card on file to use upon request. If you are on credit card terms you can have an order sent out COD (certified unless you are cleared for check terms) upon request.

Lastly, paying by COD involves a \$14.50 fee for payment processing via UPS.

Our listed prices include a 2% cash payment discount. Payments by cash or cash equivalent receive the full discount. Payments received via credit card have the cash discount reversed.

Q: How may I add a new credit card or my banking information to my Alliance Game Distributors account?

A: Both pieces of information can be added via your master log-in to the Alliance website, www.retailerservices.alliance-games.com. Your credit card information is required if you are a credit card customer or have arranged with your Account Representative to ship out an order paying with a credit card. Your banking information is required if you are a net terms customer who wishes to pay off invoices electronically via our website or you have been approved for “ACH on shipment” terms where Alliance Game Distributors withdraws payment for your invoices the day after they ship.

Q: How does the Alliance Game Distributors discount system work?

A: Alliance Game Distributors uses a tiered discount structure in which we reward customers with increased discount when their volume allows us increased efficiencies in servicing their orders. Most accounts will start at Tier 3, which is a 47% discount from MSRP with some exceptions, such as net priced items and items with a capped discount.

<u>Quarterly Volume</u>	<u>Discount</u>	<u>Quarterly Volume</u>	<u>Discount</u>
\$0.00 - \$1,199	40%	\$7000.00 - \$11,999	48%
\$1,200 - \$2,499	45%	\$12,000 - \$24,999	49%
\$2,500 - \$6,999	47%	\$25,000 and above	50%

Tiers are recalculated on a quarterly basis. If at the end of a quarter, an account qualifies for a higher tier it will be moved immediately to the highest tier the account qualifies for. If volume drops sufficiently to lower one or more tiers, we adjust no more than one tier lower per quarter – this is to insulate our retailers from dropping multiple tiers in a cyclical business.

Your invoices will include your current purchases to date, purchases needed to maintain your tier, and purchases needed to go up a tier. Your Account Representative can provide further information as needed on request.

Q: How much do I need to spend to qualify for Free Freight on my Alliance Game Distributors orders?

A: A minimum of \$500.00 must be spent to qualify for Free Freight from your primary warehouse location within the continental US. Reaching this Free Freight level also allows one backfill order from one of our other US locations to ship Free Freight at \$100.00 for products not available in your primary warehouse location.

Q: What tools does Alliance Game Distributors offer to help me succeed?

A: Alliance Game Distributors is proud to offer the following services dedicated to helping our retailers succeed:

- **Game Trade Magazine (GTM):** GTM is the longest-running hobby gaming consumer magazine and pull-marketing tool in the industry. GTM provides monthly previews, game reviews, exclusives and the

industry-leading preorder guide for upcoming products. **Alliance Game Distributor retailers receive a retailer copy and six free additional copies of GTM monthly!** (www.gametrademagazine.com)

- **Game Trade Media:** Game Trade Media is part of the media marketing branch of Alliance Game Distributors. Game Trade Media creates exclusive video and other media content to excite consumers about upcoming and current gaming industry product available at their local game stores. (www.gametrademedia.tv)
- **Retailer Services Website:** Ordering via our Retailer Services Website is easy and convenient, with online availability indicators for products and a completely downloadable inventory. Our online database carries over 27,000 individual items. Alliance Game Distributors retailers may order with confidence anytime, 24/7! (www.retailerservices.alliance-games.com)
- **Alliance Alert:** The Alliance Alert is a daily e-newsletter aimed at keeping Alliance Game Distributors retailers up-to-date regarding the release of new products, promotions, and program initiatives through Alliance Game Distributors.
- **Alliance Dailies:** Alliance Game Distributors retailers can sign up to receive a daily email which reports the daily product receiving of their preferred Alliance Game Distributors warehouse. Alliance Dailies include new arrivals, restocks, and “listed again” items.
- **Social Media:** Alliance Game Distributors has a robust presence on Facebook and Twitter.
- **Alliance Open House:** The Alliance Open House is the Alliance Game Distributors annual fall trade show. The Alliance Open House provides retailers and manufacturers the opportunity to interact face-to-face, as well as a chance for retailers to participate in seminars and workshops conducted by industry leaders. Many manufacturers take the opportunity to announce upcoming products, programs and initiatives for the coming year at the Alliance Open House. (www.openhouse.alliance-games.com)
- **Marketing Collateral Programs:** Alliance Game Distributors offers a variety of traditional and non-traditional marketing services all aimed at helping retailers increase awareness and improve sales. From standard signage and POP materials, to dynamic offerings like in-store Back Lit signage displays and exclusive promotions, Alliance Game Distributors provides retailers resources for their success.

ALLIANCE

GAME DISTRIBUTORS

HOW TO OPEN AN ACCOUNT



1. Go to www.alliance-games.com



2. Click "Open an Account"



3. Download "Account/Credit Application" and "Discount Policy"



4. Read and completely fill out the Account/Credit Application

5. ALL FORMS MUST BE HAND SIGNED

6. Submit a copy of the application (2-pages) along with a copy of:

- **Business License** and/or **State Sales Tax License** (Requirements differ by state)
- **Photo ID** (Driver's License)
- **Resale certificate**

7. Email to LMY@alliance-games.com or fax to Alliance New Accounts at (410) 683-7080

WHEN YOU SUBMIT YOUR APPLICATION, BE SURE TO INCLUDE:

- ☒ **Completely filled out application.**
- ☒ **Hand written signature. (Digital signatures are not accepted)**
- ☒ **A Business and/or State Sales Tax License** depending on local state requirements.
- ☒ **Photo ID** (Driver's License or Passport)
- ☒ **Resale Certificate**

ALLIANCE GAME DISTRIBUTORS

EXCLUSIVE PARTNERS



asmodee
NORTH AMERICA

Asmodee North America

Alliance Game Distributors is the U.S. hobby channel exclusive distributor for Asmodee North America. Asmodee NA handles a wealth of amazing products from publishers like Fantasy Flight Games, Catan Studio, Days of Wonder, Z-Man Games, Plaid Hat Games and many independent studios affiliated with the Asmodee Group.



Catan Studio

Catan Studio (CSI) develops and publishes Catan® games — the world's preeminent analog game brand. Catan Studio publishes **Catan** (CSI CN3071) along with its numerous stand-alone versions and 5 to 6 player expansions including **Game of Thrones Catan** (CSI CN3015), **Rise of the Inkas** (CSI CN3205) and **Settlers of America – Trails to Rails** (CSI CN3203).



Days of Wonder

Days of Wonder (DOW) develops and publishes games that play different. They consistently raise the bar with an unmatched string of hits that includes **Ticket to Ride** (DOW DO7201), the world's best-selling train game; **Small World** (DOW DO7901), the legendary fantasy game of epic conquests; and **Memoir '44** (DOW DO7301), the World War II saga with 20 expansions to its credit.



Fantasy Flight Games

Fantasy Flight Games - Fantasy Flight Games (FFG) is a leading hobby game publisher with a massive array of board and card games, roleplaying games, Living Card Games, miniatures games and digital games. Many of their most popular titles are based on beloved licenses such as **Star Wars**, **George R.R. Martin's A Song of Ice and Fire**, and **J.R.R. Tolkien's The Lord of the Rings**, as well as their own proprietary licenses such as **Legend of the Five Rings**, **Android**, and **Runebound**.



Lookout Games

Lookout Games, a German gaming company, was founded in 2000 and is most well known for worker placement and resource management euro-style games. Most well known titles include **Agricola** (LKG LO0028), **Patchwork** (LKG LK3504), and **Caverna: The Cave Farmers** (LKG LK3501). Their games range from family friendly games to heavy strategy games.



Plaid Hat Games

Plaid Hat Games (PHG) is the board game studio behind **Dead of Winter** (PHG PH1000), **Mice and Mystics** (PHG PH1100), **Stuffed Fables** (PHG PH2200), and other beloved tabletop franchises. Plaid Hat Games' designers build award winning stories and game systems that pull you in and drive you to play your best.



Repos Production

Repos Production (AMS) is a Belgian gaming manufacturer that specializes in making games in three categories; family, connoisseur, and expert. They're most well-known for **7 Wonders** (ASM SEV01), **When I Dream** (ASM WID01), and **Concept** (ASM CONC01).



Space Cowboys

Space Cowboys is a creative studio based out of France established in 2013. Space Cowboys are most well-known for **Splendor** (ASM SPL01), the **T.I.M.E. Stories** and **Elysium** (ASM ELY01).



Z-Man Games

Since 1999, Z-Man Games (ZMG) has published over 100 critically-acclaimed games with a wide variety of themes and game mechanics from casual to complex. Z-Man Games remains committed to publishing the very best classic games, such as **Carcassonne** (ZMG ZM7810), while also exploring new territory with innovative games like **Pandemic Legacy** (ZMG ZM7170) and **Citadels** (ZMG WR01).

ALLIANCE

GAME DISTRIBUTORS

KEY LINES

WizKids/NECA

WizKids/NECA WizKids (WZK) has produced numerous award-winning games and successful products since its founding in 2000. WizKids is an expert in pre-painted collectible miniatures, a leader in specialized game dice manufacturing and a renowned authority in table-top gaming. Their most well-known products include **HeroClix**, **Dice Masters**, **Attack Wing**, and unpainted **Pathfinder** and **Dungeons & Dragons** miniatures.

HeroClix is a tabletop combat game using 3-D collectible miniature figures of your favorite characters. By building a force from your collection of figures, you can take on the roles of your favorite characters and challenge your friends to epic battles. Licenses for **HeroClix** include villains and heroes for **DC Comics**, **Marvel**, **Star Trek**, **Teenage Mutant Ninja Turtles** and many more! With over 750,000,000+ figures and counting, **HeroClix** is the most purchased collectible miniatures game on the market.

WIZKIDS



dVGiochi

The Italian company, dVGiochi (DVG), has a passion for creating amusing board games and card games. In each DVG game, you will find the passion for creating funny games, cared for in detail and with quality materials that will help you "stay together".

dVGiochi is most well known for their hit card game, **Bang!** **Bang!** is a card game set in the wild west comprised of characters such as the sheriff, renegades, and outlaws, all of which are attempting to bring down their enemies with the use of deductive reasoning and critical thinking. **Bang!** is wildly successful internationally, and the **Bang!** product line includes over 10 stand-alone products and expansions.



ALLIANCE GAME DISTRIBUTORS PROUDLY CARRIES THE FOLLOWING MANUFACTURERS AND BRANDS, PLUS OVER 300 OTHER PRODUCT LINES!





Alliance Game Distributors
a division of
Diamond Comic Distributors, Inc.

10150 York Road, Suite 300
Hunt Valley, Maryland 21030
Phone: (443) 318-8001
Fax (410) 683-7080 attn: Joanne Kraft

To Be Completed By Alliance	
Credit Approved	Account #
Date	
By	Terr#
Written By	Terms
	C/L

Account Application/Update

THIS APPLICATION IS FOR: ☐ Diamond Comic Distributors ☐ Alliance Game Distributors ☐ Diamond Topline
☐ New Account Status ☐ Existing Account Update ☐ New Branch

1. GENERAL INFORMATION

APPLICANT'S LEGAL BUSINESS NAME

TRADING AS

BILLING/MAILING ADDRESS:

SHIPPING ADDRESS (IF DIFFERENT)

Mailing Addressee

Shipping Addressee

Street Address or P.O. Box

Street Address

City State/Province Zip

City State/Province Zip

Store Phone Office Phone Fax
() () ()

24 Hour Emergency Phone E-mail Address
()

Web Site Address

Is your shipping address zoned for ☐ commercial or ☐ residential use?

2. BUSINESS OPERATIONS

Type of Ownership (✓ one) _____ ☐ Corporation ☐ LLC ☐ Individual Owner ☐ Partnership
Federal ID #

Type of Operation (✓ all that apply) ☐ Retail Store ☐ Retail Chain (# of Stores _____) ☐ Internet ☐ Subscriptions
☐ Wholesale ☐ Comic Shows ☐ Flea Market ☐ Swap Meet ☐ 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 ☐ Graphic Novels ☐ Cards ☐ Games ☐ Anime ☐ Toys ☐ Other _____

I Intend To Order (✓ all that apply) ☐ Comics ☐ Graphic Novels ☐ Cards ☐ Games ☐ Anime ☐ Toys ☐ Other _____

Order Intentions (✓ 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 _____ Estimated Amount at Retail \$ _____

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

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)
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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
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4. 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
		()		<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 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 your Application and Required Attachments to (410) 683-7086 will expedite processing, but originals should still be mailed to:
Diamond Comic Distributors, Inc. • 10150 York Road, Suite 300 • Hunt Valley, MD 21030.

6. APPLICANT AGREEMENT / BLANKET CERTIFICATE OF RESALE

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 your 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 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), and that I have retained true & exact copies of these Terms of Sale for my records. I understand that I also may obtain Terms of Sale 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 will 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 our New Accounts Department at (443) 318-8001. Thank You!



ALLIANCE GAME DISTRIBUTORS

Terms of Sale

Effective January 2018

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Opening An Account

While initial Opening An Account While initial orders will be processed on a C.O.D. basis, 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 Home Office. 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 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

Orders placed prior to 4:00 P.M. (local warehouse time) will usually be shipped same day, while orders placed after 4:00 P.M. (local warehouse time) will usually be shipped next business day. Please consult with your Alliance Sales Representative for current freight policies and rates.

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.

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 Wire Transfer to Alliance's bank (the preferred method for international customers) or via credit card (VISA or MasterCard only) or Western Union. Both methods must be preapproved. Pricing is based on cash payments. Cash and check payments entitle the customer to the 2% higher discount published in the current Alliance catalog. 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

Customers shall not deduct the cost of damaged merchandise from their payments. Alliance will immediately issue a return authorization for damaged product if reported to an Alliance sales representative within 24 hours of the customer's receipt of the shipment. Once the product is received by Alliance, a credit will be issued for the damaged product. Customers should examine packages for visible damage and note any apparent problems before signing for a shipment. Doing so will assist Alliance in processing the customer's credit and will enable Alliance to recover the cost of damaged product from the carrier.

Domestic Shipments are made "F.O.B. Destination", meaning that title to the product and risk of loss and damage remain with Alliance 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 Alliance in recovering the cost of damaged merchandise from the shipping company.

International shipments are made "Ex Works". 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, and also agrees that Alliance 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 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 sales 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 reimburse the customer for the freight costs incurred 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 box 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

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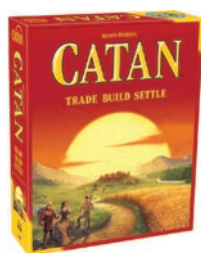
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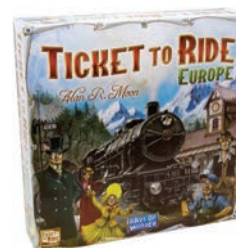
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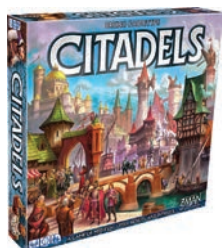
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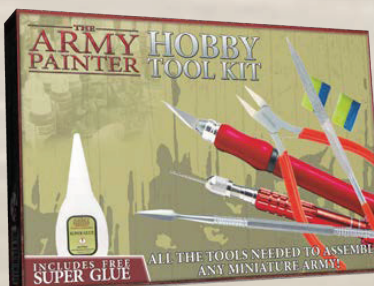
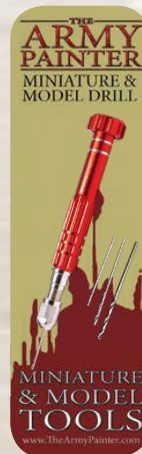
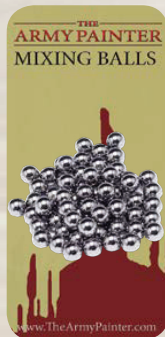
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