



New Account Application/Contract

General Information

Applicant's Legal Business Name	Trading As	
Billing/Mailing Address	Shipping Address (If different)	
Mailing Address	Shipping Address	
Street Address or P.O. Box	Street Address or P.O. Box	
City	City	
Phone Number	Phone Number	Email
Website	Is shipping address <input type="checkbox"/> commercial or <input type="checkbox"/> residential?	

Business Operations

Type of Ownership (one) Corporation LLC Sole Establishment Partnership

Trade License # _____

Type of Operation (all that apply) Retail Store Retail Chain (# of Stores _____) Online Subscription
 Wholesale Conventions Flea Market Other _____

How long has your business been in existence? _____ years.

Product Lines Carried (all that apply) Comics Graphic Novels Books Cards Games Anime Toys
 Other _____

Order Intentions (one) I intend to place an order each month I intend to place periodical orders.

I would like to begin ordering in the month of _____ Estimated Amount at Retail AED _____

How will you receive your orders? Pick-up at distribution warehouse Delivered Weekly Delivered Bi-Weekly
 Delivered Monthly Other _____

Ownership Information

- If sole establishment, complete information below for the owner
- If partnership, complete information below for all partners. Total number of partners _____
- If LLC, complete information below for two largest members. Total number of members _____

Name	Title	Percentage Ownership



Authorized Purchaser(s) Information

Please indicate the names of any individuals (owner's or otherwise) who are eligible and authorized to make purchases on behalf of the company.

Name	Title	Email *(to be used as username for B2B portal)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Required Attachments

Legible photocopies of the following are required:

- Official Identification with Photo (such as an ID or a Driver's License) for each authorised purchaser listed in the Authorized Purchaser(s) Information Section
- Trade License

Applicant Agreement / Blanket Certificate of Resale

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 Boardgame Space is purchased for the purpose of resale as tangible personal property. This certificate shall be considered a part of each order which I shall place.

Purchaser's Name _____

Street Address _____

City	Country	Phone	Email
_____	_____	_____	_____

I attest that I am of legal adult age and are authorized to conduct business on behalf of the Applicant. My signature below authorizes Boardgame Space to conduct any business/personal investigation necessary in order to establish and maintain an account with the company either specifically named, or referred to, below. I hereby certify that the information provided herein for the purpose of opening an account with Boardgame Space 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 Boardgame Space 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 Boardgame Space Customer Service Representative. Further, I expressly extend our unconditional Personal Guarantee to Boardgame Space 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 Boardgame Space may use, and disclose to any person or entity, the information submitted herewith, for any legitimate business purpose. I consent that faxes or scanned copies of this application and faxes or scanned copies of my signature will be considered originals.

Applicant's Printed Name	Applicant's Signature	Date
_____	_____	_____

 Company's Stamp



Boardgame Space Terms of Sale

1. Opening an Account

1.1 While initial orders will be processed on a C.O.D. (Cash on Delivery) basis, anyone ("Customer") interested in ordering from Boardgame Space must return a completed Account Application (along with copies of a Trade License, and a photo I.D.) to Boardgame Space's Office.

1.2 Submission of an Account Application does not guarantee that it will be approved or that an account will be opened.

2. Eligibility

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

2.2 Boardgame Space does not sell directly to hobbyists except in some events where Boardgame Space has a stall.

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

3. Ordering Deadlines/Shipping

3.1 Orders placed prior to 2:00 P.M. (UAE time) will usually be shipped same day, while orders placed after 2:00 P.M. (local warehouse time) will usually be shipped next business day.

3.2 Please consult with your Boardgame Space Sales Representative for current freight policies and rates.

4. Payment Terms/Credit Guidelines

4.1 All new Customers will be notified in writing of their payment terms and credit guidelines by Boardgame Space.

4.2 Customer credit guidelines are reviewed on a case by case basis. Decisions are made at Boardgame Space's sole and absolute discretion.

4.3 If an existing Customer exceeds their established credit guidelines, immediate cash payment may be required to reduce the account balance.

4.4 Boardgame Space reserves the right to suspend the shipping of product if an account balance exceeds the established Customer credit guideline.

4.5 Unless written authorization is granted, all domestic orders are shipped cash on delivery, and all international orders must be prepaid in full.

4.6 Notwithstanding the foregoing, in some instances prepayment of domestic orders may also be required.

4.7 Check writing privileges and extended terms are available, and may be obtained by submitting a written request to Boardgame Space, but the customer should receive a minimum of 6 orders or 25,000 AED worth of product from Boardgame Space before requesting a change in terms.

4.8 Customers are required to make payments within designated terms.

4.9 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 Boardgame Space to refer their account to a collection agency or attorney.

4.10 Checks returned to Boardgame Space for any reason are subject to a AED200.00 service charge, and returned checks or any other failure to pay in part or in full, may, at Boardgame Space's sole and absolute discretion, result in the suspension or cancellation of shipments, loss of check writing privileges and/or extended terms, and/or the termination of the Customer's Account Application and Boardgame Space's agreement to ship product to the Customer.

4.11 Upon the consent of Boardgame Space, arrangements can be made to pay for purchases via Wire Transfer to Boardgame Space'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. Any applicable bank charges are to be incurred on a shared basis by the Customer and Boardgame Space or incurred as agreed between the Customer and Boardgame Space on a case by case basis. Any deviations will be either credited or debited to Customer's account with Boardgame Space and balances settled upon payment of any new orders.

4.12 Boardgame Space 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 Boardgame Space. Prepayment, deposit, and/or security for payment may also be required, at Boardgame Space's sole discretion.

5. Damages

5.1 Customers shall not deduct the cost of damaged merchandise from their payments.

5.2 Boardgame Space will immediately issue a return authorization for damaged product if reported to a Boardgame Space sales representative within 24 hours of the Customer's receipt of the shipment. Once the product is received by



Boardgame Space, a credit will be issued for the damaged product.

5.3 Customers should examine packages for visible damage and note any apparent problems before signing for a shipment. Doing so will assist Boardgame Space in processing the Customer's credit and will enable Boardgame Space to recover the cost of damaged product from the carrier.

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

5.5 Except where Boardgame Space is the importer of record, international shipments are made "F.O.B. Beyond UAE Jurisdiction" meaning that Boardgame Space retains title to the merchandise and bears risk of loss and damage until the merchandise is beyond the territorial jurisdiction of the UAE, 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 Boardgame Space is the importer of record, shipments are made F.O.B. destination.

6. Shortages and Overages

6.1 Customers shall not deduct the cost of shorted merchandise from their payments.

6.2 Boardgame Space will issue a credit memo for any unfilled or shorted product if reported to a Boardgame Space sales representative within 24 hours of the Customer's receipt of the shipment.

6.3 Boardgame Space 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.

7. Returns/Order Adjustments

7.1 The Customer acknowledges and assumes the risk that due to the nature of the products purchased from Boardgame Space, 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.

7.2 Despite such variations, all merchandise is sold by Boardgame Space on a non-returnable basis unless otherwise authorized in writing by Boardgame Space.

8. Allocations

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

9. Conditions of Sale

9.1 All orders by Customers are binding upon acceptance by Boardgame Space and cannot thereafter be cancelled or reduced by the Customer.

9.2 By submitting an order as provided herein, the Customer agrees to be bound by the Terms of Sale.

9.3 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.

9.4 Failure of Customer to take immediate delivery of merchandise when made available by Boardgame Space, or failure to pay for merchandise when due, shall be deemed breach of contract which may, at Boardgame Space'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 Boardgame Space under these Terms of Sale and/or any other available remedy at law or in equity.

9.5 In addition to any other remedy available to Boardgame Space, any Customer who refuses to accept ordered merchandise, or who, by his payment delinquency or any other cause, forces Boardgame Space to suspend shipments to the Customer, shall be liable to Boardgame Space for a 50% cancellation charge for all merchandise the Customer has ordered, regardless of its status.

9.6 Boardgame Space 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 Boardgame Space within two (2) weeks of the Customer default.

9.7 Any product ordered by the Customer and shipped from Boardgame Space that may be confiscated or held by customs due to importing regulations is solely the responsibility of the Customer.

9.8 The Customer shall be liable for freight costs (refused shipments which Boardgame Space reshipped are subject to a AED100.00 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.

9.9 Customer further authorizes Boardgame Space, irrevocably, to appoint any attorney designated by Boardgame Space 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 Boardgame Space for all sums owing including the value of all outstanding orders placed with Boardgame Space, costs of suit and reasonable attorneys' fees, 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.

9.10 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.

10. Liability Disclaimer

10.1 The information contained in Boardgame Space publications, including but not limited to prices, content, availability, suitability for non-mature users, product safety, and release or shipment dates, is based solely on information Boardgame Space receives from the suppliers of the product.

10.2 Boardgame Space 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.

10.3 All warranties, conditions, representations, indemnities and guaranties, whether express or implied, arising by custom, prior oral or written statement by Boardgame Space or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed.

10.4 Boardgame Space 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.

10.5 In the event that Boardgame Space 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 Boardgame Space's sole discretion, either be (i) cancelled by Boardgame Space or (ii) shipped to the Customer subject to return privileges, provided Boardgame Space's vendor offers such return privileges to Boardgame Space.

10.6 Occasionally, Boardgame Space 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.

11. Termination

11.1 Boardgame Space reserves the right to terminate these Terms of Sale at any time immediately in the event of default

of any of the terms of these Terms of Sale by the Customer and where such default has not been remedied within two (2) weeks' notice, or immediately by its sole and absolute discretion in writing to the Customer.

11.2 Any request for termination of these Terms of Sale by the Customer must be made in writing to Boardgame Space. These Terms of Sale shall not be deemed to be cancelled in such circumstances until and unless the Customer has paid all such amounts due to Boardgame Space.

12. Hold Harmless

12.1 The Customer hereby agrees to indemnify and hold Boardgame Space, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by Boardgame Space, 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.

13. Governing Law

13.1 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 United Arab Emirates, and the Customer agrees that jurisdiction and venue shall rest exclusively within the courts of the United Arab Emirates.

14. Entire Agreement

14.1 These Terms of Sale are intended to be the final, exclusive and complete statement of the terms of the agreement between the Customer and Boardgame Space.

14.2 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.

14.3 Upon receipt by Boardgame Space 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 Boardgame Space.

14.4 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.