



NEW CUSTOMER ACCOUNT FORM

Please note, all applications must be submitted together with a copy of your Seller's Permit. For tax purposes, no account will be opened without a copy of your Seller's Permit.

Company Name: _____

COMPANY INFORMATION:

Please check the applicable box below:

LLC Corporation Other: _____
 Sole Proprietor Partnership

State Organized/Incorporated: _____

DBA/Trade Name (if different from above): _____

Tax ID/EIN: _____

Seller's Permit No.: _____

Company Contact's Name: _____

Contact's Email: _____

Company Address: _____

City, State and Zip Code: _____

Country: _____

Tel No.: _____

Fax No.: _____

Company's Website/URL (if any): _____

****Owner information below is required for Sole Proprietorship ONLY**

**Owner's Address: _____

City, State and Zip Code: _____

Country: _____

Tel No.: _____

Fax No.: _____

Cell No.: _____

Email (if different from above): _____

SHIPPING INFORMATION:

Check box if Shipping Address is same as Company's address listed above.

Shipment Address: _____

City, State and Zip Code: _____

Country: _____

Tel No.: _____

Fax No.: _____

Shipment Contact Email: _____

Form Continues on Next Page

BILLING INFORMATION:

Billing Address:
City, State and Zip Code:
Country:
Tel No.:
Billing Contact Email:

Check box if Billing Address is same as Company's address listed above.

_____ Fax No.: _____

Please note, all new accounts must provide a credit card to insure payment. Your account cannot be opened without the completed information and (2) a hand-written signature.

Type of Card:

Please indicate type of card by checking the applicable box below:

Visa
 Master Card
 Discover

(Only the cards listed above will be accepted.)

Name on Card:

(Please provide the name EXACTLY as it appears on the credit card.)

Account No.:

Expiration Date:

_____ (mm/yy)

Security V- Code:

You can find the v-code typically on the back of your card.

CREDIT CARD HOLDER'S INFO:

Card Holder's Billing Address:

City and State:

Zip Code:

Tel No.:

Card Holder's Signature:

Check box if Credit Card Billing Address is same as (also check applicable box below):

Company's Address above
 Owner's Address above
 Shipping Address above

_____ Fax No.: _____

Form Continues on Next Page

UNDERGROUND TOYS, LLC

2308 KETTNER BLVD., SUITE B SAN DIEGO, CA 92101-1283
TEL: 619.702.2023 FAX: 619.702.2021

IMPORTANT . . . PLEASE READ CAREFULLY. BY SIGNING BELOW, THE UNDERSIGNED ACCEPTS THE TERMS BELOW.

With your signature below, the undersigned hereby certifies he/she is an agent or representative of the Company with the right and authority to: (A) provide the information included in this New Customer Account Form, (B) make purchase(s) and/or place orders for merchandise on the Company's behalf using the credit card listed above, in addition to bind the Company as to the obligation of payment therefor and of the obligations and terms set forth herein; and (C) understands and accepts all of the following: (i) the credit card provided above will be charged for any purchase(s) or orders placed (including, applicable shipping costs which may be billed separately, in whole or in part, as further explained below) by the Company (or on behalf of the Company) from Underground Toys and hereby authorizes Underground Toys to charge the credit card accordingly; (ii) your authorization, as provided herein, will continue until otherwise terminated in writing by the party named below or another authorized agent or representative of the Company; (iii) no merchandise will be shipped if Underground Toys is unable to charge the credit card provided above for any purchase(s) and/or orders placed by the Company (or on the Company's behalf); and (iv) your signature hereto, whether sent via facsimile or otherwise, shall be considered an original with the same purpose and effect of an original signature for all credit card charges and this New Customer Account Form.

In the event that the credit card provided above is issued to a person other than the undersigned, the undersigned also hereby certifies and affirms he/she has the authority and permission from such credit card holder to provide the information and use the credit card for shipment and order purposes, and other related charges in connection therewith, as applicable.

Underground Toys, from time-to-time, may invoice/charge shipping costs (or portions thereof) separately. We do this because we try to provide our customers with the same discounts we are offered by the shipment carrier. However, to do this, at certain times we must wait to be billed for your shipment. Therefore, your credit card listed above will be charged for any applicable shipping fees (including all duty and taxes, etc., if any), that were or may have not been charged at the time your order was shipped, as applicable, approximately 15 to 45 days following the date the respective order is shipped.

Underground Toys is not liable for any damage(s) or loss caused during shipping. Any claims for damages or short shipments must be addressed with carrier at the time of delivery. However, in the interest of customer service, Underground Toys will try to offer reasonable assistance upon request; provided, any such damages and/or claims are reported to us in writing via email to **orders@underground-toys.com** or **sean@underground-toys.com** within 48 hours of receipt of the applicable goods.

Any changes to the information provided in this New Customer Account form must be submitted to Underground Toys Attention: Accounts Receivables to the fax number provided (top of the first page of this New Customer Account Form) or via email to **orders@underground-toys.com**. It is the Company's responsibility to insure all information, including, without limitation, credit card information, is current and up-to-date.

Notwithstanding (1) Underground Toys' acceptance of this New Customer Account Form; or (2) any prior transactions or orders accepted, Underground Toys reserves the right to (Y) refuse to fulfill any order or any part thereof, and/or (Z) close the Company's account at any time with or without cause or prior notice.

Any liabilities, claims, and/or disputes arising from the inaccuracy or falsification of any information provided in this New Customer Account Form shall be the sole responsibility of the undersigned.

If any provision of these terms is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall nevertheless be given full force and effect.

These terms shall be construed as executed in and performed in the State of California, USA, and shall be interpreted in accordance with the laws of the State of California. If any claim(s) or dispute(s) arise from these terms or transactions relating to a shipment (or charges therefor) between the Company (or any representative or agent thereof) and Underground Toys, both parties agree to first try to resolve the matter between them reasonably. In the event, such claim(s) or dispute(s) cannot be resolved agreeably between the parties, both parties agree to enter mediation with a qualified third party mediator (approved by both parties) in the City of San Diego, State of California, and be bound by the final determination of such mediation. Fees relating to such mediation shall be born equally by both parties.

Printed Name

Title

Signature

Date

End of New Customer Account Form