



15272 JASON CIRCLE, HUNTINGTON BEACH, CA 92649
EMAIL: sales@blitzdistribution.com FAX: (714) 379-0023

DEALER APPLICATION

Thank you for inquiring about Blitz Distribution. To process your order, please fill out this Dealer Application. The undersigned furnishes the following as being a true and correct Statement of Personal and Financial information. Please print all information clearly and completely.

Business Name: _____

Owner /Principal Name: _____ Buyer Name: _____

Type of Business: Distributor Retail Internet Other _____

Billing Address: _____ Ship to Address: _____

City State Zip: _____ City State Zip: _____

Phone: _____ Email: _____ Phone: _____ Email: _____

Fax: _____ Cell: _____ Fax: _____ Cell: _____

A/P Contact: _____ A/P Phone: _____ A/P Fax: _____ A/P Email: _____

Ownership: Corporation Partnership Sole Owner/Proprietor Number of Stores: _____

If sole owner, please list sole owner's name, home address and phone number:

Name: _____ Phone: _____ SS#: _____

Home Address: _____

City: _____ State: _____ Zip: _____ Email: _____

If partnership, please list names, home addresses and phone numbers of all partners

Name: _____ Phone: _____ SS#: _____

Address: _____ City: _____ State: _____ Zip: _____

Are you Sales and/or Tax Exempt? Yes (please attach resale certificate) No FEIN#: _____

Authorized Buyer: _____ Email: _____ Website: _____

Additional Store Locations: (if more than 2 additional locations, please attach a separate sheet of paper)

Address: _____

City: _____ State: _____ Zip: _____

Address: _____

City: _____ State: _____ Zip: _____

References: Bank Name: _____ Primary Account #: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Contact: _____

Trade Reference Company: _____ Fax #: _____ Email: _____

Trade Reference Company: _____ Fax #: _____ Email: _____

Trade Reference Company: _____ Fax #: _____ Email: _____

I hereby authorize Blitz Distribution to obtain credit information from the above referenced companies.

Signature/Title

Date



BLITZ DISTRIBUTION – DEALER APP (CONT.) - TERMS AND CONDITIONS STATEMENT*

Business Hours:	8:30 am to 5:30 pm PST, Monday through Friday
Terms:	All new accounts will be set up C.O.D. Certified Funds (money order, cashier’s check), for the first six months and / or until a minimum of six orders have been shipped, accepted, and paid for.
Initial _____	
Initial _____	After a credit and payment history has been established, we will consider your account for COD Company check. If we are not able to obtain satisfactory credit references, you maybe required to sign a personal guarantee for a minimum credit limit of \$2,500.00.
Returned Checks:	In accordance with Cal. Civ. Code 1719(A)1&2, your account will be charged a \$ 25.00 service fee for the first returned check and a \$35.00 service fee for each subsequent returned check. In addition, all future orders will be shipped C.O.D. Certified Funds (money order, cashier’s check). In the event that it should become necessary to place an account in the hands of an attorney or collection agency, all fees incurred will be the responsibility of the account and / or its guarantor(s).
Initial _____	
Shipping:	All merchandise is shipped via United Parcel Service or FedEx unless other arrangements are specified.
Initial _____	If another carrier is desired, please advise us at the time the order is placed.
Initial _____	Any changes to dealer’s billing or shipping address must be reported to Blitz in writing within two weeks of such change. Any fees incurred as a result of failure to notify Blitz of such a change will be sole responsibility of dealer.
Initial _____	Please specify which store location products should be shipped to when placing your order. Any additional shipping fees incurred as a result of products being re-shipped to different location will be the sole responsibility of dealer.
Damages:	Inspect all shipments upon delivery, check number of boxes and look for ERRORS: external signs of damage. Claims for lost or damaged goods should be made through the responsible carrier. Any merchandise shortages must be reported to us within 48 hours (or two business days) of receipt
Initial _____	
Returns:	All merchandise discrepancies must be reported to Customer Service within (7) days of receipt. All returns are subject to approval by Blitz Distribution and must reference a Return Authorization (RA) number. Any returns received without an RA number may NOT be credited the full amount. We do not assume responsibility for merchandise damaged or lost in transit. If an order is canceled after it has been packed and invoiced, a restocking fee of 5% (of the total product ordered) will be charged. Any return(s) received after shipment without approval will be charged two times the original shipping charges for reshipment or a 10% (of the total invoice including shipping charges) restocking fee if the shipment is placed back in stock.
Initial _____	
Prices/Terms:	(Note: All prices, products, and terms are subject to change without notice. Orders are accepted based on prices and terms in effect at time of shipment. <u>All terms on buyer’s purchase order contrary to the terms contained herein are hereby rejected.</u> Acceptance of shipment constitutes acceptance of these terms.)
Initial _____	
Authorizations:	I authorize the banking and trade references given on this application to provide Blitz Distribution, with all requested information. I agree that in the event C.O.D. check terms are extended, payment is jointly, severally and unconditionally guaranteed. I understand that any unpaid charges in excess of 30 days from the date of invoice are subject to collection, and that all collection or arbitration expenses, attorney’s fees, and court costs will be borne by the purchasing corporation, partnership, or sole proprietor.
Initial _____	
Other:	I understand that Blitz Distribution conducts its business in such a manner as to promote the highest standards in quality products, service, and image for the skateboarding industry. Any actions taken by dealer, its owners or employees, which Blitz deems contrary to these standards may be grounds for immediate termination of this dealer contract upon notice to the dealer without explanation. I understand that any disputes regarding this agreement shall be governed by the laws of the state of California and the United States of America, and shall be adjudicated in Orange County, California.
Initial _____	
Initial _____	I understand that this agreement does not grant me or my company any exclusive distribution rights in any territory whatsoever . I understand that this agreement is only applicable to the store locations listed in this Dealer application and authorized by Blitz Distribution. Any changes or additions in store locations must receive separate authorization before merchandise from Blitz Distribution can be sold at those locations. I understand that any unauthorized distribution of product purchased from Blitz Distribution, will be cause for immediate termination of my account. I understand that mail order and Internet sales are prohibited and that written approval is required in advance for use of any products or designs by our current brands, or any other future brand distributed by Blitz Distribution, in any media advertisement (i.e. print ads, radio, television, etc...).

*By signing below, I declare that I have read and accept the above terms and conditions.

Rev. 01/2010

Signature/Title

Date



AUTHORIZATION FOR CREDIT CARD PURCHASES

I hereby authorize Blitz Distribution to charge the following credit cards for purchases and other charges as described on the terms and conditions statement incurred by my business.

VISA

MASTERCARD

DISCOVER

Card Number: _____ CVV 3 Digit Code: _____ Exp Date: _____

Cardholder Name: _____

Store Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Signature/Title

Date



PRIVACY STATEMENT

Blitz Distribution, Inc. and each member of our family of companies and subsidiaries (our “Affiliates”) strongly believe in protecting the confidentiality and security of the information that we collect about our customers. This notice refers to Blitz Distribution, Inc. by using the terms “us” and “we” or “our”. This notice describes our privacy policy and describes how we treat the information we receive (the “Information”) about our customers.

We collect and use Information for business purposes with respect to the extension of credit and other business relationships involving you. We may also use the Information to offer you other products or services we provide, and to generally evaluate our business relationship with you.

We get most Information from you. The Information that you give us when applying for credit or making purchases generally provides the Information we need. If we need to verify Information or need additional Information, we may obtain Information from third parties such as mercantile commercial credit reporting agencies, (if appropriate) consumer credit reporting agencies and other sources permitted by the Fair Credit Reporting Act. Information collected may relate to your finances, business activities, credit history and other financial characteristics, as well as transactions with us or with others, including our Affiliates.

We treat Information as a confidential matter. Our employees are required to protect the confidentiality of Information. Employees may access Information only when there is an appropriate reason to do so, such as to administer or offer our products or services, including the extension of credit to you. We also maintain physical, electronic and procedural safeguards to protect Information; these safeguards comply with applicable laws. Employees are required to comply with our established policies.

We may disclose any Information when we believe it is necessary for the conduct of our business, or where disclosure is required by law. For example, Information may be disclosed to others to enable them to provide business services for us, such as helping us to evaluate requests for credit extension by you, performing general administrative activities for us and assisting us in processing a transaction requested by you. Information may also be disclosed for auditor research purposes; or to law enforcement and regulatory agencies, for example, to help us prevent fraud. Information may be disclosed to Affiliates, as well as to others that are outside of Blitz Distribution, Inc., such as companies that process data for us, companies that provide general administrative services for us, commercial credit reporting agencies and (if appropriate) consumer reporting agencies. Information may also be provided to affiliates for business purposes relating to the customer. We may make other disclosures of Information as permitted by law.

Information may also be shared with our Affiliates so that they offer you products or services consistent with your business needs.

Generally, upon your written request, we will make available Information for your review. Information collected in connection with, or anticipation of, any claim or legal proceedings will not be made available. If you notify us that the Information is incorrect, we will review it. If we agree, we will correct our records. If you do not agree, you may submit a short statement of dispute, which we will include in any future disclosure of Information.

In addition to any other privacy notice we may provide, the recently enacted Gramm-Leach-Bliley Act (the Financial Services Modernization Act) passed by Congress established new privacy standards, and requires us to provide this summary of our privacy policy to you once each year. You may have additional rights under other applicable laws such as the Equal Credit Opportunity Act and the Fair Credit Reporting Act. For additional information regarding our privacy policy, please contact us at Blitz Distribution, Inc., 15272 Jason Circle, Huntington Beach, CA, 92649.

You have the right to prohibit Information contained in any file with a credit reporting agency from being used in any credit or insurance transaction that you did not initiate. To exercise that right, you may write to the following credit bureaus: Experian Credit Marketing, PO Box 919, Allen, Texas 75013; Equifax Options, PO Box 740123, Atlanta, Georgia 30374-0123; and TransUnion Name removal Opt-Out Request, PO Box 97328, Jackson, Mississippi 39288. This only applies to consumer credit information as defined in the Fair Credit Reporting Act.

Additional copies of Blitz Distribution’s privacy policy can be obtained from Blitz. If the Applicant is an individual or is a partnership, the individuals and partners may have the right to prohibit Blitz from providing Information from being shared with Affiliates of the Blitz. In order to prohibit such sharing of Information, the individuals or partners need only write to Blitz requesting such non-disclosure.

I have read and acknowledged the above policy:

Signature/Title

Date



THIS PAGE IS FOR DISTRIBUTOR APPLICANTS ONLY

Type of Distributor: Domestic Distributor International Distributor

VAT # [International only]: _____

How many retail stores do you own? _____

Products distributed: _____

Brands distributed: _____

Forwarder Name: _____

Contact name: _____

Address: _____

Phone: _____ Email: _____ Website: _____

Special shipping Instructions: _____

List of Promotional Activities you are involved with: _____

Names of local skaters you support: _____
