

Date of Application: _____



For Funko Use Only

Customer No. _____

Customer Chanel _____

Funko LLC | 1202 Shuksan Way, Everett, WA 98203 | Phone: (425)783-3616 | Fax: (425)349-2517

NEW ACCOUNT INFORMATION & BUSINESS CREDIT APPLICATION

Please provide name of Funko salesperson you are working with _____

COMPANY INFORMATION

LEGAL ENTITY NAME: _____ YEAR ESTABLISHED: _____ FEDERAL TAX ID NO. / EIN: _____

TRADE NAME(S) OR DBA: _____ TYPE OF COMPANY: Corporation Sole Proprietorship Partnership LLC

Are you purchasing for resale? Yes No If no, are you a licensor? Yes No Other If other, Please Specify _____

**Please provide a copy of your state issued resale certificate/sales tax exemption form if you are reselling our product.
Please note that Funko sells to resellers or licensors only.**

PRINCIPALS / OWNERS / OFFICERS OF THE COMPANY: _____

BILLING ADDRESS: _____ SHIPPING ADDRESS:* _____

SHIPPING CONTACT: _____ PHONE: _____

*If more than one shipping address, list all on a separate sheet and attach to application.

SHIPPING ADDRESS IS: Residential Commercial

PHONE NUMBER: _____ FAX: _____ CORRESPONDENCE EMAIL: _____

All Funko invoices are sent via e-mail ONLY. Please specify e-mail address to send your invoices to. INVOICE EMAIL: _____

A/P CONTACT NAME: _____ A/P PHONE: _____ A/P EMAIL: _____

All parcel packages are shipped via UPS or FEDEX. If you want us to use your UPS or FEDEX account, please provide account number: UPS _____ FEDEX _____

IF APPLYING FOR NET 30 TERMS, PLEASE COMPLETE THE SECTION BELOW. IF NOT, PLEASE LEAVE BLANK.

If terms are denied, or you prefer paying by credit card, we will contact you for further payment details.

TRADE REFERENCES

(List a minimum of 3 trade references that sell to you on Net terms)

COMPANY NAME: _____ CONTACT NAME: _____ ACCOUNT NUMBER: _____

EMAIL: _____ PHONE NUMBER: _____ FAX NUMBER: _____

COMPANY NAME: _____ CONTACT NAME: _____ ACCOUNT NUMBER: _____

EMAIL: _____ PHONE NUMBER: _____ FAX NUMBER: _____

COMPANY NAME: _____ CONTACT NAME: _____ ACCOUNT NUMBER: _____

EMAIL: _____ PHONE NUMBER: _____ FAX NUMBER: _____

BANK REFERENCE

BANK NAME: _____ ADDRESS: _____

CONTACT NAME: _____ TYPE OF ACCOUNT: _____ CUSTOMER SINCE: _____

PHONE: _____ FAX: _____

The undersigned warrants that the information submitted is true and accurate. This information has been furnished with the understanding that Funko LLC may contact trade references and banking institutions for the purpose of obtaining credit information. In consideration for the extension of credit, said business promises to pay for all purchases within the terms agreed. By signing this application, the undersigned agrees to the Funko terms and conditions of sale. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

Signature _____

Name and Title _____

Date _____

FUNKO TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") apply to all Goods ("Goods") sold by Funko, LLC ("Seller"), regardless of whether the customer ("Buyer") purchases the Goods through written purchase orders, orders conveyed via telephone or fax, electronic orders via EDI or through any other means, except as otherwise specifically provided in a document signed by Seller. Seller's order forms and invoices, together with these Terms and Conditions and any other documents expressly incorporated into an order form, are referred to herein, and upon Buyer's acceptance (as signified by submitting an order), constitute the "Contract." Without limiting the preceding, and notwithstanding any terms or conditions on Buyer's order or other writing, Seller's contract is an offer to sell Goods subject to these terms and conditions of sale. Buyer can only accept this offer to sell by accepting, unconditionally, the express terms of the contract, including these terms and conditions, which replace and amend in their entirety any terms and conditions contained on or referred to in any purchase order or other writing of the Buyer. Seller objects and rejects any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms of the contract or these terms and conditions of sale, whether through issuing a purchase order or otherwise. In such case, no contract is formed, and Seller's offer to sell is withdrawn.

PRICE; TAXES. The Goods covered by this Contract shall be sold and invoiced at Seller's prices and charges as agreed to in Seller's quotation, order form, order confirmation or otherwise agreed to in writing by Seller and Buyer, and these prices are subject to change without notice. Prices do not include sales, excise, use or other similar taxes, or customs duties or tariffs, now in effect or hereafter levied by reason of this Contract or the transactions contemplated under this Contract, all of which shall be paid by Buyer, unless Seller expressly agrees otherwise. Such taxes shall be assessed by Seller against Buyer at the time of invoice unless Seller has received a valid exemption certificate or other similar evidence of exemption from taxation in form satisfactory to Seller. Seller reserves the right to invoice such taxes at a later time if such exemption was or is asserted to be inapplicable or invalid, and Buyer agrees to indemnify and hold Seller harmless from and against any and all penalties, fines, or other liabilities associated with Buyer's failure to pay taxes, duties, or other levies as required hereunder. All transactions with Seller will be in U.S. Dollars.

ORDERS; DELIVERY & BACKORDERS. Orders placed through written purchase orders, orders conveyed via e-mail, telephone or fax, electronic orders via EDI or through any other means will be shipped as received unless Seller and Buyer agree to different terms. Orders will be shipped when items become available, after considering ship and cancel dates. Buyer is responsible for monitoring orders with regards but not limited to item availability, changes in ship date and items on back order. Back orders will be shipped unless Customer and Seller agree to different terms. Orders placed for Goods that Seller does not regularly stock may not be cancelled or returned (unless the manufacturer approves the return) for any reason after Seller has placed the order with the manufacturer. Special packing or handling requests by Customer shall be at Customer's expense. Seller shall not be liable or responsible for any loss or damage due to any delays in delivery, or failure to deliver the Goods due to any circumstances beyond Seller's control, including, but not limited to fire, flood, earthquake or other casualty, accidents, transportation delays, labor disputes, civil disorders, governmental orders or actions, acts of war or terrorism, or inability to secure Goods from Seller's usual sources of supply. In no event shall Seller be liable for any special, exemplary, consequential, incidental, indirect, punitive or liquidated damages, losses, or expenses (whether or not based upon negligence), including lost profits, lost income, lost revenues, business interruption or lost business, even if Seller has been advised of the possibility of such damages. In no event shall Seller's liability to Customer and/or any third party exceed the price paid by Customer or such party for the specific Goods or portion of the Goods giving rise to the claim or cause of action.

If Buyer placed an order on behalf of a third party, financial responsibility for such order lies solely on the Buyer. Seller will not be responsible for any disputes that arise between the Buyer and the third party. Seller will not accept direct payments from any third party who places order through any Buyer.

RISK OF LOSS. Unless otherwise agreed by the parties in writing, all Goods are shipped FOB point of shipment. Risk of loss shall transfer to Buyer upon tender of Goods to Buyer or a common carrier. On shipments made directly to Buyer from the manufacturer, the sale is complete and Seller's responsibility to Buyer ends upon delivery to the common carrier. Claims for Goods damaged or lost in transit must be made by Buyer directly to the carrier and Seller shall have no liability for such claims. Buyer shall assume all risk and liability for all loss, damage or injury to any person or property resulting from the installation and/or use of the Goods.

CREDIT APPROVAL. All sales are subject, at all times, to Seller's credit approval of Buyer. Buyer must submit a completed credit application within reasonable time prior to first requested ship date. Buyers who don't qualify for net terms can still place orders but must prepay for Goods using other forms of payment such as credit card, wire transfer or ACH/EFT. Seller reserves the right to change customer credit terms at any time without notice.

PAYMENT TERMS. If approved for credit, payment terms are Net 30 days from date of invoice when order is shipped within continental U.S., Alaska, Hawaii and Puerto Rico. Accounts located outside of the United States are required to prepay for orders via wire transfer prior to shipment unless special terms or arrangements have been negotiated beforehand. All special terms and non-wire transfer shipments to accounts located outside of the United States must be pre-approved. Other terms may be offered in special programs as agreed between Buyer and Seller. Buyer shall be liable for the price of all Goods substantially conforming to the corresponding product sold by Seller, notwithstanding that Buyer may not have accepted, or may have revoked acceptance of same. Buyer shall not be entitled to deduct, counterclaim or set off against the purchase price or any other amount owing under this Contract any claim or alleged claim arising out of this Contract or any other transaction with Seller. Buyer shall not make any unauthorized invoice deductions. If Seller retains a collection agency and/or attorney to collect overdue amounts, Buyer shall pay all reasonable collection costs, including attorneys' fees, upon Seller's demand.

RETURNS AND CANCELLATIONS. All product returns must be authorized by the Seller. No returns of any type will be accepted unless accompanied by a unique Return Authorization (RA) number, which Buyer may obtain by contacting Seller and providing the following information; (1) Buyer's name (2) Applicable invoice or purchase order number (3) Complete product information including item number(s) and quantities per item(s) being returned (4) Reason for return. Buyer has ten days to return Goods after the applicable RA number is issued. A return can only be authorized if circumstances fall under the following categories (1) Product was shipped to Buyer by mistake (2) Discrepancy in the quantity received against Buyer's purchase order (3) Discrepancy in Goods received against Buyer's purchase order (4) Defective Goods (5) Damaged Goods shipped to Buyer unknown to Seller. Damage that occurs during in-transit period will not be Seller's responsibility. All shipping inaccuracies, damaged or defective Goods must be reported to the Seller within two weeks from receipt of goods. Discontinued items, closeout items, special order items and items not purchased directly from the Seller are not subject to return. The return authorization number must be visible on the outside of all the returned shipment. All returned Goods must be saleable, in good condition and in its original packaging. Seller reserves the right to refuse a return if (1) Discrepancy in the number of Goods received against what was authorized (2) If Goods returned are different than what was authorized (3) Goods are damaged and not in original packaging (4) Packaging has been altered, which includes but not limited to stickers, writing on the packaging and price tags. Buyer is responsible for the cost of shipping returned items if determined that the cause for return is out of Seller's control. Seller is responsible for the cost of shipping replacements or exchanges of returned items. All unauthorized returns and refused shipments, as well as cancellation of fully processed and packed orders are subject to 15% restocking fee.

Orders will be shipped as product becomes available. Buyer is responsible for monitoring their orders with regards but not limited to item availability, changes in ship dates and items on back order. Buyer must notify Seller in writing of any cancellation of a portion or entire order. Cancellation of orders after the order has been packed will incur a 15% restocking fee.