



346 North Justine Street, Suite 202, Chicago, IL 60607-1024  
phone: 312.997.2375 • fax: 312.997.2382 • www.groovedis.com

#### FOR OFFICE USE ONLY

Customer ID.....  
Terms Granted.....  
Credit Limit.....  
Sales Rep..... Date.....

**NEW ACCOUNT APPLICATION - Please mail to the above address or fax to 312.997.2382  
or email to newaccount@groovedis.com**

<b>GENERAL INFO</b>		<b>BUYER(S) INFO</b>
Business Name (d.b.a.).....		Buyer(s)..... .....
Legal Name - if different from Business Name .....		Best Day(s) to Reach Buyer(s).....
Billing Address .....		E-mail.....
Shipping Address .....		Version of New Releases list you wish to receive weekly: <input type="checkbox"/> CD & Vinyl <input type="checkbox"/> CD Only
Special instructions for shipping .....		Comments/Notes..... .....
Phone #.....		Desired website username.....
Fax #.....		Desired website password.....
Year Store Opened.....		<b>OWNER(S) INFO</b>
Type of Business (Sole Proprietorship / Partnership / LLC / Corporation / Other) .....		1. Name..... Home Address..... .....
FEIN#.....		Home Telephone.....
Business License #.....		Position.....
Resale License #.....		% of Ownership.....
<b>ACCOUNTS INFO</b>		2. Name..... Home Address..... .....
Accounts Contact.....		Home Telephone.....
Accounts E-mail.....		Position.....
Accounts Phone #.....		% of Ownership.....
Accounts Fax #.....		
<b>BANK INFO</b>		<b>TERMS</b>
Bank Name.....		Terms requested:
Bank Contact.....		<input type="checkbox"/> COD Cash (Certified Funds)
Phone #..... Fax #.....		<input type="checkbox"/> COD Check (Company Check)
Account Name.....		<input type="checkbox"/> Credit Card (2.5% fee imposed)
Account #.....		<input type="checkbox"/> Net

**TRADE AND CREDIT REFERENCES**

1. Name of Business.....	3. Name of Business.....
.....	.....
Address.....	Address.....
.....	.....
Contact Name.....	Contact Name.....
Phone #.....	Phone #.....
Fax #.....	Fax #.....
Type of Business.....	Type of Business.....
Terms.....	Terms.....
Doing Business With Since.....	Doing Business With Since.....
2. Name of Business.....	4. Name of Business.....
.....	.....
Address.....	Address.....
.....	.....
Contact Name.....	Contact Name.....
Phone #.....	Phone #.....
Fax #.....	Fax #.....
Type of Business.....	Type of Business.....
Terms.....	Terms.....
Doing Business With Since.....	Doing Business With Since.....

**Permission is hereby given to request credit information from the trade references named above.**

Print name.....Signature.....Date.....

**1.1** Any order sent to Groove Distribution by the authorized buyer shall be accepted entirely at our discretion, and will only be accepted upon these conditions.

**1.2** Each order, which is so accepted, shall constitute an individual legal binding contract between you and us.

**1.3** These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from you and no addition, alteration or substitution of these terms will bind us or form part of any Order unless they are expressly accepted in writing by one of our directors.

### **Delivery and Risk**

**2.1** Goods ordered from us will be subject to a freight charge. We reserve the right to charge for any special delivery arrangements requested or deliveries outside the continental United States.

**2.2** Although we make every effort to ensure prompt delivery we shall not be liable for delay or failure for whatever reason to deliver in whole or in part any order for goods and we may withhold deliveries at any time without giving notice.

**2.3** Goods delivered will be deemed both as accepted by you, and as fully in accordance with the accompanying invoice, unless you give us notice, in writing, of rejection for damage, loss or wrong delivery of the goods within three days of date of delivery.

**2.4** Goods returned to Groove Distribution without express, written authorization from one of our directors will be immediately shipped to the customer at the customer's expense. Groove Distribution will charge a fee of \$10.00 for any such returned Order, in addition to the extra freight fees for shipping an order more than once.

**2.5** We shall in no event accept liability in respect of goods damaged after delivery. Risk as distinct from the property in all goods shall pass to you on delivery.

**2.6** All goods are supplied on a firm sale basis and cannot be returned for any reason except if authorised by us as being materially defective, sent in error or supplied as part of a special campaign or under exceptional trading terms. Any goods supplied as part of a special campaign or under exceptional trading terms will be covered by a written authority from us signed by one of our directors documenting the special terms applicable. Special terms not confirmed by such written authority will not be deemed as valid. Please see the page marked "Returns Policy" for further details.

**2.7** Our liability for materially defective goods shall be limited to giving credit therefore or, at our election, replacing same providing they were purchased directly from us and are returned promptly for verification you having, in accordance with Condition 2.3, notified us of any defects. No credit or replacement will be given unless and until goods so returned have been verified as being materially defective. In any event, no goods will be accepted for verification unless accompanied by the applicable returns form / faulty sticker(s) properly completed. We reserve the right to recover the costs incurred in cases where the returned goods prove not to be materially defective.

### **Title and Payment**

**3.1** Payment for goods is to be made in accordance with your terms as previously advised to you by your sales representative, unless you are advised otherwise at the time of placing your Order.

**3.2** Orders are accepted on condition that the ownership of the goods shall remain with us and shall not pass to you until we receive payment in full for all goods delivered. Until such time, you shall keep the goods in question in your capacity of fiduciary owner and, if so required by us, you shall store and segregate them in such a way that they can be identified as our property and shall deliver them to us upon request. You will however be entitled to re-sell (subject to these Conditions) such goods within the framework of normal business and to deliver them to your customers on condition that so long as you have not fully discharged your debt to us you shall, if so required, account to us for the proceeds of sale, assign or transfer to us the claims you have in respect of such sales.

**3.3** Should a check from the customer be returned to Groove Distribution from our bank unpaid due to insufficient funds, we will charge a \$10.00 fee. This fee will be incurred each time a check is returned to us, unpaid due to an insufficient amount of funds. We will in all cases demand payment in the form of a certified check, cashier's check, or money order as long as a returned check remains unpaid. Furthermore, any customer who's checks are habitually returned due to insufficient funds will be required to make payment in the form of a certified check, cashier's check, or money order, for as long our directors deem it necessary, regardless or whether or not any returned checks remain open and unpaid.

### **General**

**4.1** You shall exercise due diligence in protecting the copyrights in the goods, so far as it lies in your power, including the prompt reporting of illegal copying that comes to your notice or contravention of the copyright restriction notices appearing on the goods.

**4.2** Where written proof of delivery ('P.O.D') is obtained from any carrier at your request and the consignment of goods in question is subsequently proved to have been delivered to your premises or collected by you from the depot of the carrier, a charge will be made for provision of this service. Details of the current charge, which will be invoiced separately and recoverable as part of any debt or disputed amount, can be obtained from the Sales or Accounts departments.

## **RETURNS POLICY**

Under normal circumstances everything sold by Groove Distribution is **non-returnable**. All records, compact discs, magazines, merchandise, etc. whether domestic or imported are sold on a one way, firm sale, non-returnable basis. However, mis-shipped or defective items are returnable and *in certain instances, on a case by case basis* we may be able to accept returns on overstocked items.

## **MISS-SHIPPED / DEFECTIVE ITEMS**

Defective items and items sent in error are returnable as long as the following conditions are met:

1A. You must inform us in writing of the miss-shipped item within 3 business days of receiving it. Please note the item and the invoice number the item appears on.

1B. Please inform us of any defective items you have bought from us as soon as possible. After 90 days we cannot guarantee being able to take back any defective items you may have received. Please inform us in writing of the defective item, the nature of the defect, and if possible the applicable invoice number.

2. You will be faxed a Return Authorization number. Please include this number on the outside of the box or packaging you use to send the item back to us.

3. Send the item back to us in a timely fashion. "Timely" in this instance means back in our warehouse no later than two weeks after you have been issued an RA number. Returns received later than two weeks after they have been approved *may* be refused. As a matter of policy we do not pay the shipping charges for any returns.

4. All items must be received by us in the same condition as when they were originally sent out. No pricing stickers, no shrink wrapping added or removed, etc. If the goods are not in re-sellable condition you *may* not receive full credit for your return or we may simply refuse the return. When returning defective items, please make sure to note the exact nature of the defect. If we cannot confirm the defect (or ascertain what the defect is) the item may be returned to you. Defective items will be exchanged for the same, non defective item if the item is in stock, otherwise we will issue a credit for the item.

5. We will issue a credit for the goods returned and accepted no later than 5 business days after we have received your return. Defective items will only be credited if we cannot replace the item with a non defective copy. Goods not accepted for return will be sent back to you at your expense.

## **OVER STOCKED ITEMS**

In some instances we *may* be able to accept returns of overstocked items. Send us a list in writing of the items you would like to return, noting artist, title, format and catalog number. We will look over this list at our convenience and inform you if we are able to take any of the items back as a return. At that point conditions 2-5 above would apply. In addition the following policies also apply:

1. We will only accept returns for items actually purchased from us, not just items we carry or distribute.

2. You will be credited the current price for the item returned or the lowest price you paid for the item, whichever is lower.

3. ***There will be a 10% restocking fee on any and all overstock returns.***

If you have any questions regarding these return policies please feel free to contact myself or your sales representative.

Sincerely,  
Dirk van den Heuvel  
President/General Manager

I understand that my/our account, if left unpaid beyond reasonable terms, will be passed on to a debt collection agent. I understand that payment terms are to be decided by Groove Distribution, and that failure to pay within these terms may result in suspension of ordering privileges. If legal action proceedings are taken I understand I may be liable to further charges. All goods supplied to the above named company remain the property of Groove Distribution until they have been paid for in full. The undersigned accept personal and individual responsibility and guarantee payment of all monies due and payable to Groove Distribution from the above named business. I/we will not pre-deduct for shortages or billing errors.

I agree to all terms and conditions outlined above.

Print Name..... Position.....