



# DARK HORSE COMICS®

## ORDER FORM

Today's Date: \_\_\_\_\_

Ship Date: \_\_\_\_\_

Cancel Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Ship to: \_\_\_\_\_

School: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Check #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

\* All orders are shipped cash on delivery or pre paid in full. We accept Visa, Mastercard, Amex, checks, and wire transfers.

PACKAGE #1	QTY		UNIT PRICE		TOTAL
ACTIVITY BOOKLET MANUSCRIPT STARTER & COMIC BOOK CANVAS <b>AND CHOICE OF ONE OF THE FOLLOWING:</b> EDUCATIONAL COMIC OF YOUR CHOICE WORD SQUAD #1: Building Vocabulary WORD SQUAD #2: Reading Nonfiction		x	\$6.00 *	=	
<b>SOLD SEPARATELY</b>					
ACTIVITY BOOKLET		x	\$2.00 *	=	
MANUSCRIPT STARTER & COMIC BOOK CANVAS		x	\$2.00 *	=	
EDUCATIONAL COMIC OF YOUR CHOICE		x	\$2.00 *	=	
WORD SQUAD #1: Building Vocabulary		x	\$3.00 *	=	
WORD SQUAD #2: Reading Nonfiction		x	\$3.00 *	=	
<b>Ship Via: UPS    FED EX    BEST RATE</b> (please circle one)			<b>SUBTOTAL:</b>		
			<b>FREIGHT: **</b>		
			<b>TOTAL:</b>		

Instructor's Guides for MANUSCRIPT STARTER & COMIC BOOK CANVAS, and WORD SQUAD #1 & #2 are downloadable at [services.darkhorse.com](http://services.darkhorse.com)

\* Higher discount for volume orders. See below.  
\*\* Actual freight charges will apply.  
\*\* For freight quote call number below.

### EDUCATIONAL WORKBOOK VOLUME PRICING

ITEM	QUANTITY					
	200 OR LESS	201-500	501-2,000	2,001-5,000	5,001-10,000	10,000+
<b>PACKAGE #1</b>						
ACTIVITY BOOKLET MANUSCRIPT STARTER & COMIC BOOK CANVAS <b>AND CHOICE OF ONE OF THE FOLLOWING:</b> EDUCATIONAL COMIC OF YOUR CHOICE WORD SQUAD #1: Building Vocabulary WORD SQUAD #2: Reading Nonfiction	\$6.00	\$5.75	\$5.50	\$5.00	\$4.50	\$4.00
<b>SOLD SEPARATELY</b>						
ACTIVITY BOOKLET	\$2.00	\$1.75	\$1.50	\$1.25	\$1.00	\$0.75
MANUSCRIPT STARTER & COMIC BOOK CANVAS	\$2.00	\$1.75	\$1.50	\$1.25	\$1.00	\$0.75
EDUCATIONAL COMIC OF YOUR CHOICE	\$2.00	\$1.75	\$1.50	\$1.25	\$1.00	\$0.75
WORD SQUAD #1 ONLY	\$3.00	\$2.75	\$2.50	\$2.25	\$2.00	\$1.75
WORD SQUAD #2 ONLY	\$3.00	\$2.75	\$2.50	\$2.25	\$2.00	\$1.75

Comments:	For Accounting Use Only	
	Order#	Invoice#

# TERMS AND CONDITIONS (Effective July 2001)

## Payment Terms/Credit Guidelines:

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

Dark Horse Comics, Inc. (DHC) accepts VISA, Master Card, checks drawn on a U.S. bank with prior written permission, and wire transfers.

Customer credit guidelines are reviewed on a case by case basis. Financial information as shown on Account Applications and other information are considered; however, decisions are made at DHC's sole and absolute discretion. If an existing customer exceeds his/her established credit guidelines, immediate cash payment may be required to reduce the account balance. DHC reserves the right to suspend the shipping of product if an account balance exceeds the established customer credit guideline.

Customers are required to make payments within designated terms. 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 any expenses, including but not limited to, attorney's or collection fees, which DHC incurs to collect past due amounts.

DHC reserves the right to reduce, reject, or cancel orders from any customer due to insufficient credit history, delinquent payments, refusal to accept merchandise ordered, and other reasons as determined by DHC. Prepayment, deposit, and/or security for payment may also be required, at DHC's sole discretion.

## Damages/Shortages/Overages:

All instances must be reported to DHC within 24 hours of receipt. DHC reserves the right to demand full return of items in question. DHC retains the right to audit damage claims upon thirty days' written notice.

If Shortage replacement copies are not available, a credit memo will be issued by DHC within 14 days of receipt.

Please note: Products ship F.O.B. from DHC, meaning title to the product and risk of loss and damage transfers to the customer once it leaves our facilities. Always check for visible damage caused in shipping and note any apparent problems before signing for a shipment, as this will enable you to recover the cost of damaged merchandise from the shipping company.

## Returns:

DHC products are sold on a non-returnable basis, except as otherwise authorized by Dark Horse Comics.

## Cancellation of Orders:

Upon acceptance by DHC, all orders are binding and cannot be cancelled or modified by the account. DHC reserves the right to cancel orders at any time for any merchandise, in whole or in part, at its sole discretion and without liability to the account.

## Customer Representations and Warranties/Hold Harmless:

Customer represents and warrants to DHC that the customer is a legally recognized business entity in good standing in the nation(s) and state(s) in which it does business, and is willing and able to pay for the goods and products within the terms set by this document, and that the customer's purchases under these terms do not and will not violate any other agreements or laws. The customer hereby agrees to indemnify and

hold DHC, its agents, affiliates, and subsidiaries harmless from and against any loss, damage, or expense suffered by Dark Horse Comics, including reasonable attorneys' fees and costs, by reason of (i) breach by the account of any warranties or agreements contained herein; (ii) any act or omission by 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 the items (i), (ii), or (iii) hereof.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE OR TRADE CUSTOM AND USAGE, WITH RESPECT TO THE PUBLICATIONS OR PRODUCTS, OR ANY OTHER MATTER WHATSOEVER. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE OR TRADE CUSTOM AND USAGE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANT ABILITY, OR OTHERWISE. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A CLAIM OR ACTION OR CONTRACT, WARRANTY, INDEMNITY, OR CONTRIBUTION, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT.

The parties acknowledge that the provisions of this agreement reflect an informed, voluntary allocation between them of all risks (known and unknown) associated with the transactions contemplated, and the limitation of liability reflects that allocation.

## Governing Law:

Except with respect to matters regarding collection of accounts, 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 State of Oregon, excluding the conflict of law rules of that state, and the customer agrees that jurisdiction and venue shall rest exclusively within the state and federal courts of the State of Oregon.

## General:

DHC reserves the right to modify or amend these Terms of Sale upon written notice. Publications and products sold under these terms may carry different markings than those distributed through other markets.

## Entire Agreement:

These Terms of Sale are intended to be the final, exclusive, and complete statement of the terms of agreement between the customer and DHC. Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, purchase order, or other documentation of the account, nor course of prior dealing between the parties shall affect or modify these Terms of Sale. Upon receipt of the account'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 DHC. If any part, term, or provision of these Terms of Sale are 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.

