



TOMY NEW/EXISTING CUSTOMER PROFILE

Thank you for your inquiry and interest in TOMY products.

In order to become or continues to be a reseller of TOMY products the following information must be filled out in its entirety and returned to the TOMY Sales Department via email: Inside.Sales@tomy.com, Fax: 563-875-5656, or mail to: TOMY International Sales Dept., 2021 9th St SE, Dyersville, IA 52040.

- 1) Copy of your Resale Certificate.
- 2) An Image of your Store front and interior.
- 3) Copy of your latest Catalog along with print timelines.

4) Company Name: _____

Contact Name: _____

Bill TO Address

Ship TO Address (if differs from Bill To)

Name: _____

Name: _____

Street: _____

Street: _____

City: _____

City: _____

State/ZIP: _____

State/ZIP: _____

Phone Number: _____

Fax Number: _____

Email: _____

Website: _____

3rd Party Seller Name (s) (if applicable): _____

5) Description (check **ALL** that apply and fill in details to the right):

Distributor/Wholesaler Territory/Channel: _____

Retailer Brick & Mortar Type: Gift, Toy, Hobby, Juvenile, etc: _____

Catalog Catalog Name: _____

Website URL Address: _____

Warehouse (Ship To) Address: _____

Note Year Established: _____ Number of Store Locations: _____

Business Hours: _____

6) Please list the categories/products you are currently selling in your store or will list in your new store. Include any licensed products: _____

7) Do you currently work with an Independent Sales Rep or Group? _____

8) Circle Preferred Sales Service: TOMY Sales Representative by Appointment **OR** TOMY Telephone Sales Representative

9) Advise if you want to receive communication via e-mail alerting you to TOMY product, program, and discount opportunities?

YES

No



10) By signing this TOMY New/Existing Customer Profile, you agree that:

- (i) you may not sell or otherwise distribute any of TOMY products to any party if you know or in the exercise of prudent business judgment should know that such sales ultimately will result in delivery outside the Territory as set forth in Paragraph 5 hereof;
- (ii) you are not authorized to conduct any sales of TOMY products directly to consumers in or through any websites, including, without limitation, e-commerce storefront in the internet (e.g., amazon.com, walmart.com and ebay.com), except for the website as provided for in Paragraph 5 hereof;
- (iii) should you breach any of the foregoing, without prejudice to any other rights or remedies available to TOMY, TOMY may at any time terminate any and all contracts and agreements with you, including, without limitation, purchase orders placed by you and accepted by TOMY, effective upon written notice thereof to you (for which an e-mail correspondence shall suffice); and
- (iv) unless and until a definitive agreement between you and TOMY with respect to the transaction contemplated herein has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of your submission of this TOMY New/Existing Customer Profile except for the matters specifically agreed to by you.

Buyer's Signature _____ Date _____