



Thank you for your interest in opening an account with Penguin Random House.

Whether you're a local comic shop, online retailer, or comic distributor, we're proud to be your source for the best comics, graphic novels, manga, and more! Penguin Random House is home to more than 275 adult and children's publishing imprints and distributes more than fifty [independent publishers](#).

In addition to our extensive catalog, we're committed to offering you the shortest delivery time in the book publishing industry, and the support of our dedicated sales and customer service teams. Once your account has been set up, you will be assigned a Sales and a Customer Service Representative.

To open an account, please complete the enclosed New Account Application form and email it, along with your tax document, to [newaccount@penguinrandomhouse.com](mailto:newaccount@penguinrandomhouse.com) or fax it to 1-866-924-1396.

**We offer prompt delivery of electronic invoices and statements via email; make sure to opt for this service when filling out your application.**

To help create your initial order, check out our dedicated Comics Retail website:

**Penguin Random House Comics Retail**

Our website for comics, graphic novels, manga, and more, designed specifically for our U.S. Direct Market comic shop retailers and consumers.

[prhcomics.com](http://prhcomics.com)

After completing registration, you will be asked to sign up for a Penguin Random House Self-Service account. The Self-Service portal offers 24/7 access to order books, track shipments, review invoices, and place claims. Learn more at [selfservice.penguinrandomhouse.biz](http://selfservice.penguinrandomhouse.biz).

If you have any questions, please contact us at our toll-free number 1-866-761-6685 or via email at [newaccount@penguinrandomhouse.com](mailto:newaccount@penguinrandomhouse.com)

We are looking forward to working with you!

Best regards,  
Penguin Random House LLC

NEWSPECIAL MARKETS (J9) ACCOUNT APPLICATION

Billing Address

Shipping Address

LEGAL BUSINESS NAME:	BUSINESS NAME:
D.B.A.:	
STREET:	STREET:
CITY:	CITY:
STATE: ZIP: COUNTRY:	STATE: ZIP: COUNTRY:
PHONE:	PHONE:
EMAIL:	EMAIL:

**SECTION ONE**

Are you intending to ship residentially? YES NO If **yes**, why? \_\_\_\_\_

Invoices and statements will be emailed to the below address unless you select "no" from the drop-down selection.

INVOICES - Email: \_\_\_\_\_ STATEMENTS - Email: \_\_\_\_\_

**SECTION TWO** (complete one below)

Federal Employee Identification Number (FEIN can be found on Federal Tax Documents): \_\_\_\_\_

Sole Proprietorship (list only last 4 digits of SSN#): \_\_\_\_\_

**SECTION THREE**

Type of Business (select one)

Comic Book Store

Online Only YES NO

Website \_\_\_\_\_ Third Party Seller (ex. Amazon, eBay, Etsy) YES NO

**SECTION FOUR**

Date (year) Business Established: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Length of Present Ownership: \_\_\_\_\_

ANY PRIOR OR ASSOCIATED ACCOUNTS WITH PENGUIN and/or RANDOM HOUSE? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, under what name/ account #? \_\_\_\_\_

NAME and ADDRESS OF OWNERS, PRINCIPALS and/or OFFICERS: \_\_\_\_\_

**PAYMENT TERMS SECTION**

AP PHONE: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT PERSON: \_\_\_\_\_ AP EMAIL: \_\_\_\_\_

Would you like to prepay or are you applying for credit terms? **PREPAY** (skip to next page): \_\_\_\_\_ **TERMS** (complete all below): \_\_\_\_\_

BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_

OFFICER \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**TRADE CREDIT REFERENCES:** (Need 3 references *other than Penguin Random House* when applying for terms)

NAME	ACCOUNT #	PHONE #	EMAIL

\*\*\*IF YOUR BUSINESS IS LESS THAN A YEAR OLD, OR IF YOU EXPECT CREDIT IN EXCESS OF \$10,000 FINANCIAL STATEMENTS ARE REQUIRED. PLEASE FORWARD DOCUMENTS ALONG WITH THIS APPLICATION\*\*\*.

**(END OF TERMS SECTION)** .....

Legal Business Name: (Must match page 1): \_\_\_\_\_

**SIGNATURE SECTION** .....

- You agree to be bound by all of Penguin Random House LLC's published Terms of Sale (the "Terms of Sale") posted on <http://www.penguinrandomhouse.biz/booksellers/termsofsale> ("the Website"). From time to time, Penguin Random House LLC may, in its sole discretion, change, update, amend or modify the Terms of Sale by posting them on the Website at any time and without notice to you ("the Modifications"). Your signature below constitutes your acceptance of such Modifications as set forth on the Website. You further agree that by completing this credit application, you are affirming financial responsibility, ability and willingness to pay invoices according to their terms and the Terms of Sale. In the event of non-payment, you are responsible for all late fees, finance charges, collection fees and/or legal fees incurred.
- You understand you are required to report any change of name or ownership of business.
- Applicant certifies that all information contained herein is true and correct. Applicant grants permission to Penguin Random House LLC to obtain independent credit reports or credit reports and other information from its references and bank, and authorizes the credit references to release information to Penguin Random House LLC that may be used to determine credit worthiness.

\_\_\_\_\_  
**SIGNATURE** (We are unable to accept without a signature)

\_\_\_\_\_  
Date

Please type or sign your first and last name to verify that the information you have provided is accurate and that you consent to the terms outlined in this application. Note that typing your name is considered the equivalent of a signature

**USACCOUNTS(only)** .....

*The federal equal credit opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency that administers compliance with this law concerning this creditor is federal trade commission, equal credit opportunity; Washington, DC 20580.*

*If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the penguin random house credit manager by calling 1-800-726-0600 or by sending correspondence to 400 Hahn road, Westminster, MD 21157 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.*

Please send New Account application and applicable tax doc to [newaccount@penguinrandomhouse.com](mailto:newaccount@penguinrandomhouse.com) or fax to 1-866-924-1396.



Penguin  
Random House  
PUBLISHER SERVICES

## PRHPS DIRECT MARKET TERMS OF SALE FOR COMICS AND GRAPHIC NOVELS (U.S. RETAIL) (2021)

*Client publishers reserve the right to change terms of sale and prices at any time.*

**WESTMINSTER, MD WAREHOUSE:** Distribution Clients: DC Comics, Kodansha Comics, Kodansha USA (Vertical), Marvel Entertainment Graphic Novels (10/1/2021), Seven Seas (7/1/2021), Square Enix  
**HAMSTEAD, MD WAREHOUSE:** Distribution Clients: Marvel Entertainment Single Issue Comics (10/1/2021)

### Penguin Random House ORDERING INFORMATION:

**Customer Service:** ..... (800) 733 - 3000

**Email:** [csorders@penguinrandomhouse.com](mailto:csorders@penguinrandomhouse.com)

**Fax:** ..... (800) 659 - 2436

**Credit:** ..... (800) 726 - 0600

**Mailing Address:** **Penguin Random House LLC**  
Distribution Center  
400 Hahn Road Westminster,  
MD 21157  
Attn: Customer Service

**Website:** <https://selfservice.penguinrandomhouse.biz/>

It's quick, easy, and available 24/7. You can place an order, look up a title, check order status, place claims for shortages/damages, obtain a listing of the current managed titles, and retrieve an invoice. Register your account today to learn more.

### DIRECT MARKET COMICS & GRAPHIC NOVELS NON-

**RETURNABLE\* (NR):** (Comic Book Stores, Specialty Collectible Stores, Hobby Shops, & Other similar customers primarily selling comic books) An account is limited to non-returnable terms.

**BASE DISCOUNT = 50%** (some exceptions may apply).

\*For more information and all other retail terms for PRH and PRHPS product, please contact your rep for details.

**ELIGIBLE TITLES:** Note that these terms of sale are for the PRHPS Distribution Client Publishers listed above in connection with the warehouses from which they ship. Separate terms documents are available for Penguin Random House Publishers.

**FREIGHT:** All formats will ship free freight on outgoing orders to established trade accounts. Initial shipments do not combine with reorders. Customers requesting expedited freight will be responsible for any additional charges.

**CREDIT:** Shipments will be made to all accounts in good credit standing, as determined by the Penguin Random House Credit Department. In addition, accounts must also be in good credit standing to participate in any promotional offers and to receive any incentive payments, rebates or allowances.

**CREDIT CARDS:** Penguin Random House accepts Visa, Mastercard, Discover, American Express only at the time the order is placed.

### Special Markets Department INFORMATION:

**Phone:** ..... (888) 591 - 1200 x7

**Mailing Address:** **Penguin Random House LLC**  
Special Markets  
1745 Broadway, 16th Floor  
New York, NY 10019

**Email:** [comicmarketus@penguinrandomhouse.com](mailto:comicmarketus@penguinrandomhouse.com)

**Learn more about the Penguin Random House catalog at:**  
<http://penguinrandomhouseretail.com/>

**SHORTAGES/DAMAGES POLICY:** At time of order receipt it is the customer's responsibility to check for carton or pallet shortages or signs of damage. The Bill Of Lading will clearly indicate the number of cartons/pallets to be received. Penguin Random House will honor "subject to count" claims only if the bill of lading is signed, dated and all claims are reported to Penguin Random House Customer Service within 10 days of receipt of product. If a shortage/damage is discovered please call Customer Service. All claims by customer with respect to Penguin Random House product purchased by customer, including, without limitation, shortage, damage and all other claims, must be made in writing and received by Penguin Random House Customer Service within ten (10) days of customer's receipt of product.

**PAYMENT TERMS:** 60 days End of Month from invoice date. Payments, in the form of checks, money orders, or funds transfers, are due at the Penguin Random House bank by the last banking day of the month due (excludes Sat & Sun). In the event of non-payment, the account is responsible for any late fees, finance charges, collection fees and/or legal fees incurred.

**VENDOR COMPLIANCE:** Penguin Random House will not pay or accept vendor non-compliance chargebacks. All purchase orders are accepted and shipped subject to the terms and conditions of Penguin Random House's terms of sale.

**EXPORT:** PRHPS clients offer export terms for retailers selling to appropriate open market territories overseas provided certain conditions are met. For more information, contact Penguin Random House International @ 212 572-6106.

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**CONFLICT WITH CUSTOMER TERMS:** No modification or waiver of any of these Terms shall be enforceable, unless agreed to in writing by Penguin Random House. To the extent that any discrepancy exists between these Terms and those of any sales quotation, purchase order, or other document received from the customer, these Terms shall control.

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**LIMITATION ON WARRANTIES:** Except as provided in any warranty expressly provided by Penguin Random House, Penguin Random House does not make or give, and expressly disclaims, all other warranties, representations, guarantees, or other conditions of any kind, express or implied, including warranties as to performance, merchantability, or fitness for a particular purpose, and warranties arising by statute or otherwise, or from a course of dealing or usage of trade.

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**LIMITATION OF DAMAGES AND OTHER LIABILITIES:** The aggregate cumulative liability of Penguin Random House, and its affiliates under common control with it, directors, officers, employees, representatives and agents, for all claims by customer, notwithstanding the form in which any such action is brought, whether in contract, tort (including negligence), or otherwise, shall be limited in the aggregate to the total amounts paid by the customer to Penguin Random House under the applicable invoice. Penguin Random House shall not be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, third party claims, loss of revenues, loss of profits or loss of savings even if advised of the possibility of such damages and regardless of the form in which any action is brought, whether in contract, tort (including negligence), or otherwise.

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**STATUTE OF LIMITATIONS:** Any action for any breach of contract by Penguin Random House or other claim by Customer against Penguin Random House must be commenced by customer within one (1) year after delivery of product to customer.

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**GOVERNING LAW:** These Terms of Sale shall be governed and construed in accordance with the laws of the State of New York, and any action, claim, litigation or dispute resolution process brought to enforce these Terms of Sale shall be commenced and adjudicated in the state or federal courts in New York County, New York.

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**NO ASSIGNMENT:** The customer may not assign its rights or delegate its duties or obligations under these Terms of Sale without the prior written consent of Penguin Random House. Any attempt to make such an assignment or delegation without written consent will be void.

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**LIMITATION ON SETOFF BY CUSTOMER:** All amounts owing by the customer to Penguin Random House shall be due without any setoff, counterclaim or recoupment or other similar rights the customer may have against Penguin Random House.

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**ATTORNEYS' FEES:** Should customer fail to make timely payment of any amount due to Penguin Random House and legal action becomes necessary to collect such amount, Penguin Random House shall be entitled to recover from customer all costs incurred in connection with such action, including Penguin Random House's attorneys' fees and expenses.



November 2021

Dear Valued Customer

As our communications have evolved to be more digital in nature, we are asking all customers to be particularly mindful when a change is communicated to you from Penguin Random House.

Going forward, it is important to note that we will never communicate banking or wire information in an email. If you receive an email asking you to wire us money to an address you are not familiar with, or to make a change to an address you have been actively using, please contact your Credit Representative by telephone right away. PRH does not change their banking information under normal circumstances and any change would be communicated to you well in advance of the actual change taking place. PRH is taking a proactive approach to alleviate any fraudulent activity with this policy to safeguard both of our businesses.

Please note that customers are responsible for ensuring the security of their own computer systems. If you have any questions, please contact your Credit Representative at **1-800-726-0600**.

Sincerely,

A handwritten signature in black ink, reading "William C. Sinnott".

William C. Sinnott  
SVP, Payroll, Credit & Disbursements