



CUSTOMER APPLICATION

COMPANY INFORMATION

Name Of Company: _____

Entity Type: Sole Proprietorship S-Corp Corporation Partnership Other _____

Sales Rep. / Purchaser / Contact Name: _____

Address of Company: _____

Are you: Wholesale Retail Both

Do you own or rent location Own Rent Square footage _____

Years in Operation: _____

Phone # _____ Fax # _____

Cellular or Alternate number# _____

E-mail address: _____

CARRIER INFORMATION IF ANY

Name of Carrier whose product line you carry: _____

How many years: _____

PRESIDENT/OWNER INFORMATION

Name: _____

Address: _____

Social Security Number: _____

BANKING INFORMATION

Name of Bank: _____

Address: _____

Contact: _____

Phone Number: _____

Account Number(s): _____

TAX INFORMATION

D&B (DUNS) Number: _____

Federal Tax ID Number (FEI#): _____

Tax Exempt Number: (required): _____

(must attach copy of sales tax registration certificate)

TRADE REFERENCES

Name: _____

Phone Number: _____

Fax Number: _____ (Required)

Contact: _____

Terms & Credit limit _____

Name: _____

Phone Number: _____

Fax Number: _____ (Required)

Contact: _____

Terms & Credit limit _____

Name: _____

Phone Number: _____

Fax Number: _____

Contact: _____

Terms & Credit limit _____

Name: _____

Phone Number: _____

Fax Number: _____

Contact: _____

Terms & Credit limit _____

PLEASE NOTE: Fax number is required for trade references.

TERMS AND CONDITIONS

PAYMENTS. Payment of the purchase price for goods and/or services acquired from Overstock Freight, Inc. shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to Overstock Freight, Inc. in full immediately upon default in the payment of any invoice.

INFORMATION. Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct .

INTEREST. Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.

AUTHORIZATION OF CREDIT REFERENCES. Applicant authorizes Overstock Freight, Inc. to perform any credit checks, which includes, but is not limited to, contacting credit reporting agencies, bank references and trade references listed in this application, to ascertain the Applicant's credit history and current credit status.

EXPENSES OF ENFORCEMENT. Applicant shall pay to Overstock Freight, Inc., all costs and expenses, including, without limitation, reasonable attorney's fees of not less than 25% of amount owed, and the fees of any collection agency and court costs, incurred by Overstock Freight, Inc. , in exercising any of its rights or remedies hereunder or under an invoice, or enforcing any of the terms, conditions or provisions hereunder or under an invoice.

WAIVER. The failure of Overstock Freight, Inc., to insist, in any one or more instances, on performance of these terms and conditions or under any invoice, or to exercise any right hereunder or under the invoice, is not a waiver of the future performances of any terms, covenant, condition or the future exercise of such right.

RETURNS. This Section applies to products received that are defective/damaged/missing parts. If products have a manufacturer/vendor warranty, Applicant must first exhaust its rights with the warranty provider (MANUFACTURER). Otherwise, the following terms apply: (i) no returns will be accepted without prior authorization of Overstock Freight, Inc.; (ii) Return authorization must be obtained within 7 days of receipt of the product, and the product must be received within 10 days of the authorization issuance; (iii) Original shipping & handling charges are not refundable; (iv) Applicant is responsible for shipping and proof of delivery on all returns (retain all tracking information from the shipper until credited; Overstock Freight, Inc.,

requires that return shipments be properly packed and fully insured); (v) Returns are subject to a restocking fee of 15% and all non-product related fees (such as installation charges or special delivery instructions) are not refundable; and (vi) Unauthorized returns will not be accepted. All returns must be in original condition, including packaging, documentation, warranty cards, manuals and accessories. Any missing items will be subject to a replacement charge.

GENERAL.

- (a) No modification of these terms or of an invoice shall be binding unless in a writing signed by an authorized representative of both parties.
- (b) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement.
- (c) These terms and all invoices shall be governed and interpreted according to the laws of the State of Tennessee absent its conflicts of laws provisions.
- (d) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (e) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.
- (f) The terms and conditions of this contract and any sales and payments made pursuant hereto are performable in Williamson County, Tennessee.
- (G) APPLICANT (GUARANTOR) AGREES THAT THE EXECUTION OF THIS AGREEMENT SUBJECTS APPLICANT TO PERSONAL JURISDICTION AND VENUE FOR ALL PURPOSES IN JACKSON COUNTY, MISSOURI.

APPOINTMENT OF ATTORNEY. To further secure the payment of amounts owed to Overstock Freight, Inc. and to further Overstock Freight, Inc. to extend credit to the Applicant, Applicant hereby irrevocably authorizes, an attorney selected by Overstock Freight, Inc. to: (i) appear for Applicant in court, and confess judgement without process, in favor of Overstock Freight, Inc., for such amount as may appear to be unpaid in conjunction therewith, (ii) to expressly waive all benefit under the exemption laws of Applicant's State of Domicile, (iii) to pay all costs of such appearance (including attorney's fees) plus 10%, (iv) to waive all errors in any such proceedings, and (v) to consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

UCCs. Applicant agrees to execute a Uniform Commercial Code Financing Statement (UCC-1) in the form supplied by Overstock Freight, Inc., granting Overstock Freight, Inc. a security interest in goods purchased, Applicant's bank accounts, accounts receivables and other rights & property, in connection with any and/or all invoices.

Applicant: _____ **By Authorized Agent/Officer:** _____

(Full Firm Name) (Signature) (Date)

Guaranty MUST BE FILLED OUT ↓

The undersigned, _____ ("Guarantor") of _____, having a
(Names of individual) (Company Name)

Financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to Overstock Freight, Inc. of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from Overstock Freight, Inc. of its acceptance and reliance on this personal guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Applicant or Overstock Freight, Inc. shall be available hereunder to the Guarantor against Overstock Freight, Inc. in the event of a default by Applicant on its obligation to Overstock Freight, Inc.. Overstock Freight, Inc. may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor without proceeding with, or exhausting, any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorney's fees, which may be incurred by Overstock Freight, Inc. in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Overstock Freight, Inc. by Guarantor under this personal guaranty until collected. This personal guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assignees, representatives and survivors, and shall inure to the benefit of Overstock Freight, Inc. its successors and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the State of Missouri, without respect to its conflicts of laws provisions, as is performable in Jackson County, Missouri. The obligations of multiple persons acting as Guarantor shall be joint and several.

(Print Name) (Signature) (Driver's License Number)

(Address) (Date)