



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.,

