



www.GSMOverstock.com Tel: 310-871-2523 Email:info@GSMOverstock.com

New Customer Application Form

COMPANY INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Entity Type: Corp ___ S-Corp ___ LLC ___ Sole Proprietorship ___ Other _____

Nature of Business: Wholesale ___ Retail ___ MVNO ___ Distributor ___ Other _____

Years in Operation: _____

Contact Name _____

Phone Number _____ Cellular _____

E-mail _____

Salesperson _____

CARRIER INFORMATION (if applicable)

Name of Carrier whose product line you carry: _____

Dealer Account Name _____ Account Number: _____

How many Years _____

PRESIDENT / OWNER INFORMATION

Name _____

Address _____

City _____ State _____ Zip Code _____

Country _____



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BANKING INFORMATION

Name of Bank _____

Address _____

City _____ State _____ Zip Code _____

Country _____ How Many Years _____

Contact _____ Phone Number _____

Account(s) # _____

TAX INFORMATION

D & B (DUNS) #: _____ Federal Tax Id: _____

Tax Exempt #: _____ *Must attach copy of sales tax registration certificate and

Business License.

TRADE REFERENCES

1- Name _____

Ph one Number _____

Contact _____

E-mail of Contact _____

Terms/Credit limit _____

2- Name _____

Phone Number _____

Contact _____

E-mail of Contact _____



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Terms/Credit limit _____

3-Name _____

Phone Number _____

Contact _____

E-mail of Contact _____

Terms/Credit limit _____

4-Name _____

Phone Number _____

Contact _____

E-mail of Contact _____

Terms/Credit limit _____

TERMS AND CONDITIONS

CREDIT- Upon approval of this application, GSM Overstock Inc, in its sole discretion, will assign Applicant a credit line and/or other terms, and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant.

PRODUCT- A "Product" includes any and all goods and services, including but not limited to, CDMA cellular/smart phones, GSM cellular/smart phones, Apple phones, laptops, tablets, memory cards, Bluetooth, batteries, battery doors, hotspots, parts/LCD's, car chargers, home chargers, data cables, headsets, cases, accessories and any and all merchandise sold by GSM Overstock.

INVOICES- Payment of the purchase price for goods and/or services acquired from GSM Overstock shall be made pursuant to the payment 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 GSM Overstock in full immediately upon default in the payment of any invoice.



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INTEREST- Applicant agrees to pay simple interest in the amount of 1.5% per month on any payment past due, pursuant to the terms set forth on each invoice until collected.

ACCURACY OF INFORMATION- Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and this information is being furnished to GSM Overstock for the purpose of inducing GSM Overstock to extend credit to Applicant, and Applicant understands that GSM Overstock will rely upon such information as correct

AUTHORIZATION TO RELEASE INFORMATION- Applicant authorizes GSM Overstock 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.

WAIVER- The failure of a party to insist, in any one or more instances, on performance of these Terms & 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.

JURISDICTION- Any dispute arising from this contractual relationship, including but not limited to the "Terms and Conditions" in this New Customer Application Form, sales orders, invoices and the Terms of Use under the GSM Overstock website shall be governed by California law, and shall be decided solely and exclusively by State or Federal courts located in Los Angeles County, California.

EXPENSES OF ENFORCEMENT- The prevailing party shall be entitled to recover all costs and expenses including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by the prevailing party 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.

REPRESENTATIONS AND WARRANTIES- Each party represents and warrants to the other that the execution and delivery of these Terms & Conditions and the performance of such Party's obligations hereunder have been duly authorized and that the Terms & Conditions are valid and legally binding on such Party and enforceable in accordance with its terms. GSM Overstock warrants that all products furnished under these Terms & Conditions will conform to the description of products included in the sales order and invoice. GSM Overstock warrants that the products provided to Applicant will not violate or conflict with any U.S. laws, including intellectual property rights of any third parties, and will not breach any contract or obligation to which GSM Overstock is a party. GSM Overstock is a reseller of telecommunication equipment. No manufacturer warranty is available.



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Products sold are subject to the warranties agreed upon pursuant to the sales order and invoice. There are no warranties which extend beyond the description on the face of this Agreement or in the sales order and invoice. ANY PRODUCT THAT HAS BEEN ABUSED, MISUSED, ALTERED, TAMPERED, UNLOCKED AND/OR HAD ITS SOFTWARE ALTERED WILL VOID ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES IN THIS AGREEMENT, SALES ORDERS AND INVOICES.

MAXIMUM LIABILITY- IN NO EVENT SHALL GSM OVERSTOCK AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE REPLACEMENT VALUE OF THE PRODUCT OR PRODUCTS PURCHASED BY THE APPLICANT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

RETURNS- This Section applies to products received that are defective/damaged/missing parts. THIS SECTION DOES NOT APPLY TO ANY PRODUCT THAT HAS BEEN ABUSED, MISUSED, ALTERED, TAMPERED, UNLOCKED AND/OR HAD ITS SOFTWARE ALTERED AND THEREFORE NO RETURNS WILL BE ACCPTED ON ANY AND ALL PRODUCTS THAT HAVE BEEN ABUSED, MISUSED, ALTERED, TAMPERED, UNLOCKED AND/OR HAD ITS SOFTWARE ALTERED. (i)No returns will be accepted without prior authorization of GSM Overstock, (which shall not be unreasonably withheld; (ii) Returns for defective items (i.e. items that have not been abused, misused, altered, tampered, unlocked and/or had its software altered) will be accepted; (iii) Return authorization must be obtained within 30 days of receipt of the product, and the product must be received within 15 days of the authorization issuance; (iv) Original shipping & handling are not refundable; (v) Applicant is responsible for shipping and proof of delivery on all returns (retain all tracking information from the shipper until credited and GSM Overstock requires that return shipments be properly packed and fully insured); (vi) Returns are subject to a restocking fee of 20%, which will not apply to returns of defective or incompatible items; and (vii) All non-product related fees (such as installation charges or special delivery instructions) are not refundable; and (viii) Unauthorized returns will not be accepted. All returns must contain all kitted accessories. Any missing items will be subject to a replacement charge

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GENERAL

(a) No modification of these Terms & Conditions shall be binding unless in writing signed by an authorized representative of both parties.



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(b) If any provision of these Terms & Conditions is unenforceable, such unenforceability shall not affect the remainder of Terms & Conditions.

(c) This Terms & Conditions shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.

(e) The terms and conditions of this contract and any sales and payments made pursuant hereto are performable in Los Angeles County, California.

Applicant: By Authorized Agent/Officer:

Firm Name: _____ Signature: _____ Date

Personal Guaranty must be signed for all accounts other than “pre-paid wires”. If the Applicant has confidence in his her or its ability to pay, then signing the below noted Personal Guaranty should not be an issue. Also be advised that GSM Overstock has a “no tolerance” policy regarding late payment or bad checks.

If the following Personal Guaranty is not signed by a Guarantor no examination and inspection will be given by GSM Overstock to the Applicant and this New Customer Application Form is NULL & VOID.

Personal Guaranty

The undersigned, _____ (“Guarantor”) of
_____, having a

(Names of Individual and spouse) (Company Name)

Financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to GSM Overstock of all amounts due and owing now, and from time to time hereafter.



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Guarantor expressly waives notice from GSM Overstock 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 of nature which the Guarantor has or may have against Applicant or GSM Overstock shall be available hereunder to the Guarantor against GSM Overstock in the event of a default by Applicant on its obligation to GSM Overstock, GSM Overstock 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 GSM Overstock 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 GSM Overstock 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 GSM Overstock its successors and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the State of California, without respect to its conflicts of laws provisions, as is performable in Los Angeles County, California. Any dispute arising out of this personal guaranty will be resolved in Los Angeles County, California. The obligations of multiple persons acting as Guarantor shall be joint and several.

Print Name: _____ Signature: _____

Driver License # _____

Title _____

Address _____

Date _____