

Welcome to O'Rourke Sales Company



Thank you for choosing O'Rourke Sales Company (OSC).

We are excited to have the opportunity to work with you and to help grow your business and profitability. OSC brings over 55 years of independent retail distribution, on-line fulfillment and national account management experience. A national network of full service distribution facilities combined with many years of experience in selling both brown goods and white goods has allowed OSC to become a leader in both the consumer electronics and the major home appliance industries.





New Dealer Application

In an effort to serve you efficiently and to establish an account number for your company, we need you to complete our New Dealer Application.

Required forms:

- Page 2 “Customer Setup”** - This form helps us understand your business, the means you use to promote and sell products and how we can help you promote our products.
- Page 3 & 4 “Credit Application”** - If you wish to establish an open credit account or use a floor plan company.

Additional Material Needed:

- Copy of **Tax Exempt Certificates** - If you apply for a tax exempt status, you must supply O'Rourke Sales Company with a copy of your Sales Tax Exemption Certificate.
- Copy of **Business Registration Certificate** - If applicable

Please fax, mail or email your completed application and any additional materials needed to the address listed below. If you have any questions regarding this application please contact us below.

Looking forward to doing business with you,

O'Rourke Sales Company
Attn: New Dealer Applications
3885 Elmore Avenue, Suite 100
Davenport, IA 52807

Phone: 563-823-3505
Fax: 563-823-1534
Email: ARACTION@orourkesales.com



CUSTOMER SETUP

Internal Use Only

OSC Account #:
TSM:

Legal Business Name:	(DBA) Trade Names Used:	Resale Tax Certificate #:
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Address:	State:	Bill to address:	State:
City:	Zip:	City:	Zip:

Business Phone:	Web Site URL: WWW.	How many shipping locations (attach list)
Business Fax:		

Type of business:	Business established Year _____	Number of Sales People:
<input type="checkbox"/> Corporation, State <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship		

Owner:	Marketing Contact:
Phone: Email:	Phone: Email:

Secretary:	Accounts Payable Contact:
Phone: Email:	Phone: Email:

Treasurer:	Sales Contact:
Phone: Email:	Phone: Email:

President:	Buyer Purchasing Agent:
Phone: Email:	Phone: Email:

VP:	Contact regarding this Application:
Phone: Email:	Phone: Email:

Buying Groups or Trade Associations?

APRO
 BrandSource
 CEDIA
 NATM
 HTSN
 Nationwide
 NMRD
 TRIB

Delivery Requirements:

Delivery Address:	Delivery Contact:
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City:	State:	Zip:	Phone:
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Loading Dock: <input type="checkbox"/> Yes <input type="checkbox"/> No Lift Gate: <input type="checkbox"/> Yes <input type="checkbox"/> No 24 Hour Notification: <input type="checkbox"/> Yes <input type="checkbox"/> No

Delivery Hours:
 S
 M
 T
 W
 T
 F
 S

Notes:

Do you want to receive sales and promotional materials via email from O'Rourke Sales Company?
 If YES, at what email address(es)? (Maximum 2): Yes No

What categories do you sell? Electronics, Appliances, High End Appliances, etc.

Who should we contact regarding questions about this application?

Please Print Name Phone Email



Credit Application

CREDIT INFORMATION

Legal Business Name:		Bill to address:		
(DBA) Trade Names Used:		Address Line 2:		
Phone:	Email:	City:	State:	Zip:

This application is for:

<input type="checkbox"/> Floor Plan FP Company _____ FP Acct # _____	OR	<input type="checkbox"/> Net Terms (MUST complete page 3 & 4) If desired credit is above \$10,000 please include most recent fiscal year end financial statement.	<input type="checkbox"/> \$5,000 or less <input type="checkbox"/> \$5,001 - \$10,000 <input type="checkbox"/> \$10,001 - \$20,000 <input type="checkbox"/> \$20,001 and above
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Type of Business:	<input type="checkbox"/> Corporation, State	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	Year Established:
Owner(s):	SSN:	President:	SSN:	
Secretary:	SSN:	VP:	SSN:	
Treasurer:	SSN:	Resale Tax Certificate #:		

BANK INFORMATION List all institutions at which dealer has deposits and loans

Bank Name:	Personal Guaranty?	Secured?	Contact:
Address:	State:	Checking Account #:	Phone:
City:	Zip:		Fax:
Bank Name:	Personal Guaranty?	Secured?	Contact:
Address:	State:	Checking Account #:	Phone:
City:	Zip:		Fax:

TRADE REFERENCES Exclude floor plan companies (Please provide three references and attach an additional page if needed)

Name & Address:		
Phone:	Contact:	Credit Line Amount: \$
Name & Address:		
Phone:	Contact:	Credit Line Amount: \$
Name & Address:		
Phone:	Contact:	Credit Line Amount: \$

The undersigned certifies that the above information is true and correct and authorizes the banks and/or trade references that are listed on this application to release any credit information on our account to O'Rourke Bros., Inc. and authorizes O'Rourke Bros., Inc. to obtain such credit information as is necessary to make a determination to extend credit to Dealer and/or to determine Dealer's credit worthiness at any time. The undersigned agrees and acknowledges that the Terms and Conditions attached hereto are incorporated in the terms of this Credit Application and a part hereof.

X	Signature	Date	Please Print Name	Title (owner, officer or partner)
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PERSONAL GUARANTY: In consideration of O'Rourke Bros., Inc. extending credit to Dealer or agreeing to accept a check from Dealer, the undersigned jointly and severally agree to personally guarantee all indebtedness plus interest, costs and attorneys' fees, if any, that may become due from Dealer to O'Rourke Bros., Inc. There is no obligation on the part of O'Rourke Bros., Inc., to exhaust remedies (including recovery of collateral) against the Dealer prior to enforcement of the Guaranty. This guaranty is an absolute, complete and continuing Guaranty, and no notice of indebtedness created by the Dealer or any extension of credit already or hereafter extended need be given to the undersigned. The terms of the indebtedness may be arranged, extended and/or reviewed without notice to the undersigned and undersigned agree to, within five (5) days after the date demand, pay any and all indebtedness which is owed by the Dealer to O'Rourke Bros., Inc., plus all interest, costs and attorneys' fees, if any, that are due and owing. The undersigned agrees and acknowledges that the Terms and Conditions attached hereto are incorporated in the terms of this Credit Application and a part hereof. The undersigned personally agrees to be bound by such Terms and Conditions.

X	Signature (not as corporate officer)	Date	Please Print Name
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TERMS and CONDITIONS

This agreement made and entered into by and between O'ROURKE BROS., INC., an Iowa corporation, with offices at 3885 Elmore Avenue Suite 100 Davenport, IA (hereinafter referred to as "O'Rourke"), and _____ whose address is _____ (hereinafter referred to as "Dealer"); witnesseth that: for and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

I. DEFINITIONS

When used in this agreement, the term Product shall be defined as those consumer electronics, appliances, goods, materials and accessories sold by O'Rourke and listed on O'Rourke's price list, as the same shall exist from time to time.

II. RESPONSIBILITIES OF THE PARTIES AND PRICES AND PAYMENT TERMS

A. O'Rourke's Responsibilities. O'Rourke hereby agrees:

- (1) To sell and deliver Products at such prices as shall be established by O'Rourke from time to time and which are in effect at the time of acceptance by O'Rourke of a purchase order.
- (2) To extend such credit, if any, to the Dealer as O'Rourke may, in the exercise of its sole discretion, determine to be appropriate. If credit is extended by O'Rourke, the terms thereof may thereafter be changed unilaterally by O'Rourke at any time. If, at any time, the Dealer shall be in default with respect to any payment due under any credit arrangement with O'Rourke, then O'Rourke may, without regard to any right or claim for offset under this agreement by the Dealer, or otherwise and in its sole and absolute discretion, and without prejudice to other remedies, withhold further shipments or deliveries to the Dealer until all past due indebtedness to O'Rourke has been fully paid.

B. Dealer's Responsibilities. The Dealer hereby agrees:

- (1) To pursue sales practices to realize the maximum sales potential for the products and to maintain an inventory of Products sufficient, in both quantity and variety, to meet current sales and sales which are reasonably expected to occur within the immediate thirty (30) day period.
- (2) To pay when due all purchases for the sale of the Products in accordance with the payment terms.

C. Prices and Payment Terms. Product prices and terms of payment shall be as follows:

- (1) Unless other arrangements for payment have been made in writing by the parties, all payments for Products shall be made by the Dealer C.O.D. as invoiced. Without the express written consent and authorization of O'Rourke, any deduction for claimed offsets and credits, legitimate or otherwise, against invoices is strictly prohibited. Dealer covenants and agrees that no such unilateral offset or credit will ever be taken or made.
- (2) A service charge of the lesser of (a) the maximum permissible rate of interest under applicable laws, or (b) one and one-half (1-1/2%) percent per month shall be assessed on each invoice or part thereof remaining unpaid after its due date. Dealer shall be responsible for the payment of all costs and expenses, including attorneys' fees and collection or court costs incurred by O'Rourke in connection with collection of any delinquent invoice.
- (3) Dealer grants to O'Rourke a security interest in all products sold hereunder, together with all rebates, credits, discounts and proceeds of all of the foregoing. O'Rourke shall have the right to set off or to cross apply all funds owing to Dealer by O'Rourke at its discretion. If credit terms are given to the Dealer by O'Rourke, a first position purchase money security interest in the aforementioned products, together with all rebates, credits, discounts and proceeds thereof. Dealer agrees to obtain, at its own expense, all necessary subordination agreements and other necessary information so that O'Rourke has and maintains a first and paramount lien position in the aforementioned collateral. Dealer agrees to furnish such credit information as is necessary for O'Rourke, in the exercise of its sole discretion, to make a determination to extend credit to Dealer, including, but not limited to, all lenders from whom subordination agreements and notices must be provided to perfect said purchase money security interest.
- (4) If Dealer is not a sole proprietorship or general partnership, Dealer's indebtedness to O'Rourke shall be personally guaranteed by such person or persons who are principals in Dealer as O'Rourke may, from time to time, determine and said persons shall sign the personal guarantee set forth on the reverse side hereof.

III. GENERAL CONDITIONS OF DISTRIBUTION OF PRODUCTS

A. Warranty, Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTY CONCERNING PRODUCTS CONTAINED IN THE ORDER TERMS, O'ROURKE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS

OR IMPLIED (INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), CONCERNING ANY PRODUCT OR OTHERWISE CONCERNING THE MATTERS CONTEMPLATED BY THIS AGREEMENT. DEALER ACKNOWLEDGES THAT THE ELECTRONIC PRODUCTS BUSINESS IS A HIGH RISK BUSINESS AND THAT O'ROURKE SHALL NOT BE RESPONSIBLE FOR DAMAGE WHICH DEALER MAY INCUR FROM DELAYED SHIPMENTS, PRODUCT DESIGN OR PRODUCTION DEVIATION, OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. DEALER ACKNOWLEDGES AND AGREES THAT O'ROURKE'S SOLE RESPONSIBILITY IN THE CASE OF BREACH OF THE FOREGOING WARRANTY SHALL BE FOR O'ROURKE TO COMPLY WITH O'ROURKE'S POLICY FOR RETURN OF DEFECTIVE PRODUCTS IN EFFECT AT THE TIME OF SUCH BREACH. IN NO EVENT SHALL O'ROURKE BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND. O'ROURKE SHALL NOT BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, CONTRACTUAL OR ANY OTHER LOSS OF PROFIT OR BARGAIN ATTRIBUTABLE TO ITS FAILURE TO SHIP PRODUCT, ON A TIMELY BASIS OR OTHERWISE. IN NO EVENT SHALL O'ROURKE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RELATED IN ANY WAY TO THE PURCHASE OF ANY PRODUCT. O'ROURKE'S LIABILITY UNDER ANY CLAIM WHERE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, SHALL IN NO CASE EXCEED THE PRICE OF THE PRODUCTS, OR PARTS THEREOF, TO WHICH ANY SUCH CLAIM RELATES.

IV. TERM AND TERMINATION

A. Term. This agreement for a term of one (1) year but shall automatically renew unless terminated as set forth herein. The term of this agreement will commence upon the date of acceptance hereof by O'Rourke. Notice shall be

effective upon sending. This agreement shall apply to the purchase of any and all products at any time.

B. Termination. This agreement will be terminated on the expiration date hereof and may be terminated as follows:

- (1) By either party, with or without cause, upon not less than thirty (30) days' notice in writing by mail, telex, telegraph, cable or personal delivery to the other party.
- (2) Notwithstanding any other provision of this agreement, it is expressly agreed by the Dealer that should any amount be due and owing from the Dealer to O'Rourke, and should such amount be past due under O'Rourke's then current standard payment terms, this entire agreement may be terminated at the discretion of O'Rourke. The obligation of the Dealer for payment of any amounts due and owing, together with the guaranty of any such amounts by any third-party, will survive the termination hereof.

C. Rights and Obligations Upon Expiration or Termination.

- (1) O'Rourke shall not be liable to Dealer for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or good will of the Dealer by reason of termination, expiration, or non-renewal of this agreement or failure by either of them to enter into a new agreement.

V. MISCELLANEOUS

A. Execution and Modification. This agreement contains the entire and only agreement between the parties relating to the subject matter hereof. No change, modification, extension, renewal, ratification, rescission, termination,

notice of termination, discharge, abandonment or waiver of this agreement or any of the provisions hereof nor any representation, promise or condition relating to this agreement shall be binding upon either party unless made in writing and signed by both parties.

B. Legal Relationship; Indemnity. The relationship between O'Rourke and Dealer is that of supplier and purchaser. Dealer is an independent contractor and is not the legal representative, agent, joint venturer, partner, or employee

of O'Rourke or any purpose whatsoever and has no right or authority to assure or create any obligation of any kind or to make any representation or warranty, whether express or implied, on behalf of O'Rourke, or to bind O'Rourke in any respect whatsoever. Dealer shall indemnify and hold O'Rourke harmless from any claims, injuries, demands, liabilities, losses, damages, judgments or settlements, including all reasonable costs and expenses related thereto such as attorneys' fees, as a result, whether direct or indirect, of any asserted obligation of O'Rourke arising from any act, omission, obligation of or by Dealer or Dealer's agents, employees or contractors.

C. Controlling Law; Consent to Jurisdiction. This agreement and any sales of goods pursuant hereto shall be governed by and construed in accordance with the laws of the State of Iowa. The parties agree that the sole

and exclusive jurisdiction and venue of any action arising out of or related in any way to this agreement and/or the sale of any products to dealer shall be in Scott County, Iowa, and each of the parties submits itself to the sole and exclusive jurisdiction and venue of such courts for purpose of such action.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto on the dates indicated below:

DEALER SIGNATURE:

ACCEPTED: O'ROURKE BROS., INC.

By: X _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____