

GLOBAL PC DIRECT, INC.

44063 Fremont Blvd, Fremont, CA 94538 Tel: (510) 623-9888 Fax: (510) 623-9818

RESELLER CREDIT APPLICATION

COMPANY INFORMATION:

Legal Business Name:	Business Trade Name-DBA:
Billing Address:	City: State: Zip:
Shipping Address:	City: State: Zip:
Business Phone:	Business Fax:
Business is: Public or Private	Description of Business:
Date Business Established:	Is Purchase Order required:
Rent or Own:	Length at Address:
Previous Address: (If less than 2 years)	City: State: Zip:
Dun & Bradstreet #:	Federal Tax #:
Business Website:	Number of Employees:
Requested Credit Terms:	Requested Credit Limit Amount:

CURRENT YEAR END AND QUARTER FINANCIAL STATEMENTS ARE REQUIRED WITH REQUEST FOR NET TERMS

PRIVATE COMPANIES:

If Private Company, please check one below:				
<input type="checkbox"/> C-Corp State of Incorporation:	<input type="checkbox"/> S-Corp State of Incorporation:	<input type="checkbox"/> LLC	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
Is there a Parent Company: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Parent Company:			
Is there a Subsidiary: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Subsidiaries (use separate paper if necessary):			
List all owners with 25% or greater ownership starting with the greatest ownership percentage:				
Customer is obligated to notify Global PC Direct immediately of any changes of ownership with in seven (7) days and is to be sent by certified mail to Global PC Direct, 44063 Fremont Blvd, Fremont, CA 94538.				
Owner Name #1:	Percentage of Ownership ____%			
Owner Name #2:	Percentage of Ownership ____%			
Owner Name #3:	Percentage of Ownership ____%			
Owner Name #4:	Percentage of Ownership ____%			

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ADDITIONAL OWNER AND COMPANY INFORMATION:

Has any owner's filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please list which owner and the date and final decision.
Has company filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes please list date and final decision.
The following additional owner information is necessary, if either of the following situations is present:	
1. Company is Sole Proprietorship or Partnership	2. Company is requesting Net Terms and would like the personal credit of the owner(s) to be considered in the evaluation
The principal(s) or sole proprietor of the credit applicant realizes that their personal credit history may be taken in consideration in the evaluation of the credit history of the credit applicant. The principal(s) or sole proprietor endorses and permits the use of a consumer credit report on the individuals named below for the purpose of evaluating credit of the applicant.	
Owner 1 Signature	Social Security Number
Home Street Address	City State Zip
Owner 2 Signature	Social Security Number
Home Street Address	City State Zip

PUBLIC COMPANY:

If Public, please complete the section below:	
Is there a Parent Company: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Parent Company:
Is there a Subsidiary: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Subsidiaries (use separate paper if necessary):
Stock Symbol:	Stock Listings:

BANK INFORMATION:

Bank Name:	Checking Account Number:	Date Opened:
Bank Address:	Bank Telephone Number:	Bank Fax Number:
City	State: Zip:	Contact Name:
Credit Line Acct Number:	Money Marketing Acct Number:	Savings Account Number:

Bank Name:	Checking Account Number:	Date Opened:
Bank Address:	Bank Telephone Number:	Bank Fax Number:
City	State: Zip:	Contact Name:
Credit Line Acct Number:	Money Marketing Acct Number:	Savings Account Number:

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TRADE REFERENCES:

Company Name:	Contact Name:	Phone Number:	Fax Number:
Address:	City:	State:	Zip:

Company Name:	Contact Name:	Phone Number:	Fax Number:
Address:	City:	State:	Zip:

Company Name:	Contact Name:	Phone Number:	Fax Number:
Address:	City:	State:	Zip:

AGREEMENT:

By accepting below you represent that your business is a valid business entity and that you are an authorized representative of the business with authority to enter into contractual agreements. You hereby agree to the terms of sale listed on each Global PC Direct invoice, attached for your reference. Invoices and account statements will be provided by e-mail to the designated contact. In case of a credit sale, you acknowledge that Global PC Direct will charge a finance fee of one and one-half percent per each thirty day period, or part thereof, for any invoice that is past due. In order to induce Global PC Direct to extend credit for the purchase of Global PC Direct's products ("Products") and for other good and valuable consideration, you hereby convey, grant and transfer to Global PC Direct a purchase money security interest in the Products and all proceeds until you perform all your obligations due to Global PC Direct. You agree to execute any financing statements that Global PC Direct may request in order to protect Global PC Direct's security interest and hereby authorize Global PC Direct to execute and irrevocably appoint Global PC Direct as your attorney in fact for the execution of such financing statements and for the exercise of its remedies as a secured party. On behalf of your business, you certify that all information provided in this Application is complete and accurate, and you authorize Global PC Direct to obtain information about you personally and your business from credit reporting agencies and other sources Global PC Direct deems appropriate in considering this Application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Application or in receiving or collecting the Account. You agree that your transactions with Global PC Direct shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws principals. You further agree that any lawsuit between Global PC Direct and yourselves shall be brought only in the state or federal courts of Alameda County of California. You hereby submit to the jurisdiction of such courts in any dispute with Global PC Direct and you waive any objections to venue being in such courts.

*****AUTHORIZED OFFICER OR OWNER MUST SIGN CREDIT APPLICATION*****

Owner/CEO/President/Partner/Corporate
Officer Name-Please Print

Signature

Title

Date

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Reseller Certificate

TO OUR CUSTOMER:

IN COMPLIANCE WITH SALES AND USE TAX LAWS IT IS NECESSARY THAT WE HAVE FROM ALL OUR CUSTOMERS A SIGNED RE-SALE CERTIFICATE, WITH THEIR STATE SALES TAX PERMIT NUMBER, TO SHOW THAT THE MERCHANDISE HAS BEEN PURCHASED FOR RE-SALE.

THE GOOD FAITH OF THE SELLER WILL BE QUESTIONED IF HE HAS KNOWLEDGE OF FACTS WHICH GIVE RISE TO A REASONABLE INFERENCE THAT THE PURCHASER DOES NOT INTEND TO RESELL THE PROPERTY AS FOR EXAMPLE, KNOWLEDGE THAT A PURCHASE OF PARTICULAR MERCHANDISE IS NOT ENGAGED IN THE BUSINESS OF SELLING THAT KIND OF MERCHANDISE.

UNDER "DESCRIPTION OF PROPERTY TO BE PURCHASED: THERE MAY APPEAR:

1. EITHER AN ITEMIZED LIST OF THE PARTICULAR PROPERTY TO BE PURCHASED FOR RESALE, OR
2. A GENERAL DESCRIPTION OF THE KIND OF PROPERTY TO BE PURCHASED FOR RESALE. SUCH CERTIFICATE IS GOOD UNTIL REVOKED IN WRITING.

PLEASE INSERT YOUR NEW SALES TAX PERMIT NUMBER, WITH YOUR SIGNATURE AND ADDRESS ON THE ATTACHED RE-SALE CERTIFICATE AND RETURN IT TO US AT ONCE.

FIRM NAME _____

I HEREBY CERTIFY, THAT I HOLD VALID SELLER'S PERMIT NO. _____

ISSUED TO THE SALES AND USE TAX LAW; THAT I AM ENGAGED IN THE BUSINESS OF SELLING _____

THAT TANGIBLE PERSONAL PROPERTY DESCRIBED HEREIN WHICH I SHALL PURCHASED FROM:

Global PC Direct, Inc.

WILL BE RESOLD BY ME IN THE FORM OF TANGIBLE PERSONAL PROPERTY; PROVIDED, HOWEVER, THAT IN THE EVENT ANY OF SUCH PROPERTY IS USED FOR ANY PURPOSE OTHER REGULAR COURSE OF BUSINESS. IT'S UNDERSTOOD THAT I AM REQUIRED BY THE SALES AND USE TAX LAW TO REPORT AND FOR THE TAX, MEASURED BY THE PURCHASE PRICE OF SUCH PROPERTY.

DESCRIPTION OF PROPERTY TO BE PURCHASED: _____

NAME _____ SIGNATURE _____

TITLE _____ DATE _____

TEL _____ ADDRESS _____

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FINANCIAL AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

Please accept this as authorization to release information regarding our accounts listed below to Global PC Direct, Inc for the purpose of extending credit. I understand that this information will be kept in the strictest confidence between your organization and Global PC Direct, Inc.

Company Name: _____

Company Address: _____

Bank Name: _____

Bank Address: _____

Bank Contact Name: _____

Bank Phone #: _____ **Bank Fax #:** _____

Checking Acct #1: _____ **Checking Acct #2:** _____

Savings: _____ **Money Marketing:** _____

Loan: _____ **Line of Credit:** _____

Authorized Officer (Print Name)

Signature

Title

Date

Terms and Conditions of Sale

These terms and conditions of sales which appear on all invoices are the terms and conditions upon which Global PC Direct and its U.S. subsidiaries (together "GPD") make all sales. GPD will not accept any other terms and conditions of sale, unless Buyer and GPD have executed a master contract which specifically supersedes and replaces these terms and conditions. Acceptance of all purchase orders is expressly made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.

1. ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from GPD; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. GPD's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposals hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by GPD. GPD's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be GPD's acceptance or approval thereof.

2. DELIVERY

Unless otherwise agreed in writing, delivery shall be made in accordance with GPD's shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by GPD to the carrier or Buyer's representative at GPD's warehouse or plant. For all international transactions, the Product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. GPD assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country designated for delivery by the Buyer. Title and risk of loss shall pass to the Buyer upon delivery to the port designated by the Buyer and prior to Customs clearance. Delivery is subject to the payment provisions set forth herein and to GPD's receipt from Buyer of all necessary information and documentation from Buyer including all import certificates, exemption and/or resale certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall promptly notify GPD, in no event later than two (2) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. GPD shall not be liable for any shipment delays beyond the reasonable control of GPD which affect GPD or any of GPD's suppliers, including, but not limited to, delays caused by unavailability or shortages of Products from GPD's suppliers; natural disasters, acts of war; acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

3. PRICE AND PAYMENT

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or measured by the purchase price paid for the Products. (GPD's prices set forth on the front side of the invoice do not include such taxes, fees and charges.) Exemption certificates must be presented prior to shipment if they are to be honored. Unless otherwise specified, payment terms are COD. GPD, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, GPD shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by GPD at any time and without prior notice. GPD retains (and Buyer grants to GPD by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by GPD in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing GPD's security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the Product is to be shipped, outside of the United States, Buyer acknowledges and agrees that the amount due GPD is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence. Any payment by Buyer in local currency or the receipt by GPD of local currency as a consequence of enforcement procedures against Buyer will be deemed an authorization for GPD to use that local currency to purchase U.S. Dollars or, if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Buyer's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to GPD by Buyer. Any deficiency as a result of conversion of payment into U.S. Dollars shall be the responsibility of Buyer.

4. PRODUCT RETURNS

Return of Products purchased hereunder, whether for stock balancing purposes or because such Products are claimed to be defective, shall be governed by GPD's Product Return policies as set forth in GPD's Wholesale Catalog in effect on the date of the invoice, or as otherwise provided by GPD to Buyer in writing. GPD reserves the right to modify or eliminate such policies at any time. Although GPD's policies may permit Buyer to return Products claimed to be defective under certain circumstances, GPD makes no representations or warranties of any kind with respect to the Products. GPD HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GPD WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective Products, as previously described, shall constitute GPD's sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event GPD issues a return authorization to Buyer allowing Buyer to return Product to GPD, Buyer will deliver the Product to GPD's address in the United States, if so required by GPD, and Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied, on any replacement Product to be shipped by GPD to Buyer.

5. LIMITATION OF LIABILITY

GPD shall not be liable under any circumstances for any special, consequential, incidental, PUNITIVE or exemplary damages arising out of or in any way connected with the agreement to sell Product to Buyer or the Product, including, but not limited to, damages for lost profits, loss of use, lost data or for any damages or sums paid by Buyer to third parties, even if GPD has been advised of possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

6. GENERAL

These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by GPD to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and GPD have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of GPD in the United States. Any waiver by GPD of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of California shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be deemed made in, and shall be governed by, the laws of the State of California. The venue for any disputes arising out of any sales agreement shall be, at GPD's sole and exclusive option, Alameda County, California or the courts with proper jurisdiction at Buyer's location. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

7. RESALE

a) Buyer shall comply with, and shall not act to contravene, applicable laws, codes, and regulations, including without limitation those relating to the licensing/control of, or prohibition against, shipment (including both export and re-export) to designated countries and/or entities. b) Buyer recognizes that some Product sales are limited to a specified territory and shall not sell Products outside that territory. Such sales may constitute copyright or trademark infringement.