

ALL INFORMATION MUST BE FILLED OUT FOR CREDIT PROCESSING

O'REILLY STORE # _____ O'REILLY LOCATION: _____ CREDIT LIMIT REQUESTED \$ _____

Do you have an existing Account with O'Reilly? Yes / No _____ Account #(s) _____

Type of account applying for? Cash Account Monthly Pay Weekly Pay Daily Pay TSM # _____

CUSTOMER BILLING INFORMATION - PLEASE TYPE OR PRINT

Company Name _____ Billing Address _____ City/State/Zip _____
()
Phone _____ Fax _____ # Years in Business _____ Dun & Bradstreet Number _____ Federal ID Number _____
Email Address _____ Purchase order required? _____ Accts Payable Contact _____

Type of Business: Corporation LLC Partnership Sole Prop. Non-Profit Government Other

****SALES TAX** Sales Tax will be charged on all purchases until a valid resale certificate or other proof of exemption is received.**

OWNER APPLICANT INFORMATION - MUST BE FILLED OUT

Owner/Applicant Name _____ Co-Owner/Applicant Name _____

Home Address - Required **If less than 2 years provide previous address below* _____ Home Address - Required **If less than 2 years provide previous address below* _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____
() ()

Social Security Number _____ Phone _____ Social Security Number _____ Phone _____

*Previous Address _____ City/State/zip _____ *Previous Address _____ City/State/zip _____

BUSINESS REFERENCES

Bank _____ Account # _____ Phone () _____

Reference: _____ Address _____ Phone () _____

Reference: _____ Address _____ Phone () _____

Reference: _____ Address _____ Phone () _____

AGREEMENT - APPLICATION MUST BE SIGNED FOR PROCESSING

The credit of the Applicant(s) and/or Company will be considered in the evaluation of this application and any updates and additional extension of credit. Applicant(s) and/or Company authorizes O'Reilly Automotive Stores Inc., "Creditor", to inquire into and obtain from any bank, lending institution, credit reference, or consumer or commercial credit reporting agency, information relating to the Applicant(s) and/or Company's creditworthiness or financial condition. In addition, Applicant(s) and/or Company consents to Creditor, obtaining a consumer credit report on any person signing this application regardless of the capacity in which they are signing. If credit is extended, the Applicant(s) and/or Company promises to pay according to Creditor's payment terms as follows: Monthly accounts are due in full by the 20th day of the month following the statement date. A 2% discount may be taken if paid in full by the 10th. **(Payments made with credit card are not eligible for 2% discount)** Weekly accounts are due and payable in full on Friday each week. Daily accounts are due in full the next business day following purchases. Accounts not paid within terms may be placed on a cash only basis, and assessed interest at the rate of 18% per annum. If an account is placed with an attorney for collection, Applicant(s) and/or Company shall pay all attorney's fees associated with collection of the account plus all additional collection costs whether litigation is initiated or not. The Applicant(s) and/or Company agrees that any and all actions or proceedings arising from this business relationship will, at Creditor's option, be litigated in courts having a situs within the state of Missouri, County of Greene, and that Missouri law shall apply thereto. The Applicant(s) and/or Company consents to the jurisdiction of any State or Federal Court located in Missouri and agrees that the Applicant(s) and/or Company is subject to the jurisdiction of Missouri courts and service of process under the provisions of section 506.500 RSMo. and applicable Missouri Statutes and Rules and also agrees to accept such service as is authorized by that statute and prescribed in the Missouri or Federal Rules of Civil Procedure. **THE APPLICANT(S) and/or COMPANY WAIVE(S) TRIAL BY JURY.** Creditor may refuse to extend additional credit, or terminate an existing account at any time based upon breach of this agreement; credit unworthiness of the Applicant(s) and/or Company; or for any other reason not prohibited by State or Federal law.

ACCOUNTS ARE FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL USE. Purchases made hereunder shall not be subject to Federal, State or Local laws or statutes governing consumer credit purchases that are for personal, family, or household use. The undersigned certifies that all information provided is true and correct, Applicant(s) and/or Company is a valid business entity, and further warrants that he/she is authorized to execute this application on behalf of Applicant(s) and/or Company.

PRINT NAME _____ DATE _____ PRINT NAME _____ DATE _____

SIGNATURE _____ SIGNATURE _____
(MUST BE OWNER AND/OR OFFICER OF COMPANY) (REQUIRED IF PARTNERSHIP and/or CO-OWNER)

Upon request, we will inform applicant of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to applicant(s).

PERSONAL GUARANTY

In consideration of O'Reilly Automotive Stores Inc., "Creditor", establishing an account for Applicant(s) and/or Company, the undersigned guarantor(s), "Guarantor(s)", hereby personally guarantee, the full and prompt payment to Creditor of all amounts due, whether owed now or hereafter arising, on any and all accounts established on behalf of Applicant(s) and/or Company, including any related entity, subsidiary, or affiliate company, no matter where located, in existence now or established hereafter, and the performance under the terms of the application "AGREEMENT". The Guarantor(s) agree(s) and acknowledge(s) that Creditor has relied on this personal guaranty in agreeing to extend or continue the extension of credit to Applicant(s) and/or Company, and expressly waive(s) all notice of acceptance of this guaranty, notice of extension of credit, presentment of demand for payment, and any notice of default by the Applicant(s) and/or Company seeking credit and all other notices the Guarantor(s) might otherwise be entitled to. **GUARANTOR(S) WAIVE(S) TRIAL BY JURY.** Guarantor(s) consent(s) to Creditor obtaining a consumer credit report on the undersigned in consideration of the extension or continuation of credit, now and in the future as deemed appropriate by Creditor. In the event of default by the Applicant(s) and/or Company in the making of any payment when due, the Guarantor(s) agree(s) to pay on demand all sums then due including interest, late charges, and all losses or expenses which may be incurred by Creditor, including but not limited to attorneys' fees.

PRINT NAME _____ DATE _____ PRINT NAME _____ DATE _____

SIGNATURE _____ SIGNATURE _____

Authorization for Release of Information

Date _____

I, _____

Doing business as: _____

Authorize my bank and references listed to furnish credit information to O'Reilly Automotive Stores Inc., based in Springfield, MO for the purpose of opening a charge account with their company.

Thank you,

Signature _____

Printed Name _____