

# Reseller Agreement and Credit Application

**Reseller Information:**

Registered Business Name: \_\_\_\_\_

Company Trading Name: \_\_\_\_\_

Main Switch Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

A.C.N. \_\_\_\_\_ A.B.N. \_\_\_\_\_

Invoice Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Delivery Information:  Part Ship  No Part Ship

Do you have any special delivery instructions:

**Authorised Purchaser(s):**

1. \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

2. \_\_\_\_\_ Tel: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Managing Director: \_\_\_\_\_

Financial Controller: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Payable: \_\_\_\_\_ Email: \_\_\_\_\_

Which category best describes your company's business?

Reseller  VAR  Systems/Network Integrator  ISP/Telco  Other \_\_\_\_\_

Where did you find out about Distribution Central?

Vendor  Publication  Reseller  Referral  Email

Other \_\_\_\_\_

Which business unit of Distribution Central are you interested in?

Firewall Systems (Security)  NetWorld Systems (Infrastructure)  SAN Systems (Storage)  Annuity Systems (Renewals)  Unity Systems (Unified Comms)  Red Education (Training)

***If you would like to establish a trading account, please complete the following Credit Application Request.***

**Credit Application Request**

STANDARD CREDIT TERMS ARE STRICTLY PAYMENT DUE 30 DAYS FROM DATE OF INVOICE

**Credit References:**

1. \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

2. \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

3. \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Tel: \_\_\_\_\_

Sales Revenue for last Financial Year: \_\_\_\_\_

Are your premises:  Owned  Mortgaged  Leased  Rented

Length of time at this address: \_\_\_\_\_ Years

Number of Employees: \_\_\_\_\_

Year Established: \_\_\_\_\_

Estimated Monthly Purchases: \$ \_\_\_\_\_

Are you prepared to make Balance Sheets/Cash Flow available for analysis?  Yes  No

Are Directors willing to sign Guarantees if required?  Yes  No

Have any directors/partners been made bankrupt or are currently involved with any insolvency action?

Yes  No

**Company Information:**

Sole Trader  Partnership  Public Limited Company  Private Limited Company

**Full names and addresses of Partners/Directors**

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

1. The Reseller makes an application for credit account with Distribution Central Pty Ltd and agrees to pay all amounts due to Distribution Central Pty Ltd from time to time promptly and in accordance with its Trading Terms and Conditions.
2. The Reseller warrants to Distribution Central Pty Ltd the accuracy of the information provided in this form. The Reseller acknowledges that Distribution Central Pty Ltd will rely on the truth and accuracy of the information provided by the Reseller herein in considering the Reseller's credit application. In addition to any other remedies that may be available to Distribution Central Pty Ltd, the Reseller's credit sale accounts may be suspended or terminated and all amounts outstanding will become immediately repayable in the event the particulars provided by the Reseller in this application are inaccurate and misleading in any significant respect.
3. The Reseller agrees to allow Distribution Central Pty Ltd to obtain on the Reseller's Credit standing from whatever source Distribution Central Pty Ltd deems appropriate, including any credit reference agency.
4. The Reseller agrees that Distribution Central Pty Ltd's Trading Terms and Conditions, as attached to this Form will govern all transactions between Distribution Central Pty Ltd and the Reseller and the terms and conditions referred to on any order forms that may be used by the Reseller will not apply, unless agreed in writing to the contrary by Distribution Central Pty Ltd.

The Reseller agrees:

- (a) It has been provided with a copy of Distribution Central Pty Ltd's Trading Terms and Conditions;
  - (b) It has had the opportunity to read the Trading Terms and Conditions; and
  - (c) (to be bound by the Trading Terms and Conditions set out in the document attached to the Credit Application Form.
5. The Reseller authorises Distribution Central Pty Ltd to provide its opinion with respect to the Reseller's credit standing with Distribution Central Pty Ltd to further credit providers of the Company, if requested to do so by the Company.
  6. I certify that I am authorised to sign this form for and on behalf of the Reseller and that the information given above is correct.

For and on behalf of the Reseller:

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

DATE \_\_\_\_\_

**Distribution Central® Pty Limited**  
**ABN 70 006 687 056**  
**Trading Terms and Conditions**

Distribution Central Pty Limited takes pride in the quality of its products and its services to Resellers. Resellers are requested to inform DC if an order is incorrectly delivered or if there is dissatisfaction with the Goods or Services.

As a part of our quality procedures, it is important that DC and the Reseller agree on the terms on which business is to be transacted. These Trading Terms and Conditions of sale apply to all sales of products and services by DC to the Reseller. These Terms and Conditions are current for trading with DC at the time of issue; however they may vary from time to time, with reasonable notice provided to Reseller.

**1. Interpretation**

In these conditions unless the contrary intention appears:

“**Additional Charges**” includes all delivery, handling and storage charges, goods and services tax, stamp duty, interest, legal and other costs of recovery of unpaid money and all other government imposts and all money, other than the Purchase Price, payable by the Reseller to DC arising out of the sale of the Goods or provision of the Services.

“**Reseller**” means the person to or for whom the Goods or Services are to be supplied by DC.

“**Goods**” means the goods sold to the Reseller by DC.

“**DC**” means Distribution Central Pty Limited, ABN 70 006 687 056.

“**OEM**” means Original Equipment Manufacturer/Supplier”

“**Purchase Price**” means the list price for the Goods or Services as charged by DC at the date of delivery of the Goods or the date of provision of Services or such other price as may be agreed by DC and the Reseller prior to delivery of the Goods or provision of the Services.

“**Services**” means the services provided to the Reseller or at the direction of the Reseller, by DC.

“**Terms**” means Trading Terms and Conditions.

**2. Order for Goods and Services**

2.1 An order given to DC is binding on DC and the Reseller, if:

2.1.1 a written acceptance is signed for or on behalf of DC; or

2.1.2 the Goods and/or Services are supplied by DC in accordance with the order.

2.2 An acceptance of the order by DC is then to be an acceptance of these conditions of sale by DC and the Reseller and these Terms will override any conditions contained in the Reseller's order. DC reserves the right to accept a part only of any order by notifying the Reseller in writing or by delivering the Goods or supplying the Services to the Reseller. No order is binding on DC until accepted by it.

2.3 An order which has been accepted in whole or in part by DC cannot be cancelled by the Reseller without obtaining the prior written approval of DC, which it may refuse in its absolute discretion.

**3. Warranties**

3.1 Certain laws imply terms, conditions and warranties (“Prescribed Terms”) into contracts for the supply of goods or services and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of DC in respect of a breach of a Prescribed Term is limited, to the extent permissible by law and at the option of DC:

3.1.A In the case of Goods, to the:

3.1.A.1 replacement of the Goods; or

3.1.A.2 payment of the cost of replacing the Goods; or

3.1.A.3 refund of the Purchase Price paid by the Reseller or issue of a credit adjustment.

3.1.B In the case of Services to the:

3.1.B.1 Supply of the Services again; or

3.1.B.2 The payment of the cost of having the Services supplied again.

3.2 Unless the terms and warranties are included in these Terms and Conditions, all prior discussions, quotations, warranties and Prescribed Terms, to the extent permitted by law, are excluded.

**4. Delivery**

4.1 The times quoted for delivery are estimates only and DC accepts no liability for failure or delay in delivery of Goods or Services. The Reseller is not relieved of any obligation to accept or pay for Goods or Services by reason of any delay in delivery. Goods and Services may be delivered by instalments at the discretion of DC where the Reseller has agreed to partial shipments.

4.2 All delivery of Goods to Reseller will be Freight on Board point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from DC to Reseller's identified place of delivery will be the responsibility of Reseller.

4.2 Risk in accepting the Goods passes on point of shipment to the Reseller.

4.3 All Additional Charges are payable by the Reseller in addition to the Purchase Price of the Goods or Services.

4.4 Any claims to be made against DC for short delivery of Goods must be lodged with DC by telephone with 24 hours of the delivery time and by email or facsimile within 14 days of the claim. A failure to make a claim within the above time frames constitutes acceptance in full of any delivery.

**5. Price and Payment**

5.1 The Reseller must pay the Purchase Price and the Additional Charges to DC.

5.2 If the Reseller is in default, DC may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.

5.3 All payments are due within the credit terms offered on the “Confirmation of Credit Terms” provided by DC to Reseller provided that COD accounts are payable prior to delivery. Interest is charged at the rate of 1.5% per month or part of a month from the expiry of that period until the date payment is received by DC.

5.4 Payment may be made by way of bank cheque, company cheque or electronic funds transfer.

**6. Retention of Title**

6.1 Ownership, title and property of the Goods remains with DC until payment in full for the Goods has been made. Until the date of payment:

6.1.1 the Reseller has the right to sell the Goods in the ordinary course of business;

6.1.2 until the Goods have been sold by the Reseller in the ordinary course of the Reseller's business, the Reseller holds the Goods as bailee for DC ;

6.1.3 the Goods held by Reseller are always at the risk of the Reseller.

6.2 The Reseller is deemed to be in default immediately upon the happening of any of the following events:

6.2.1 if payment to DC for the Goods is not made promptly before the due date for payment;

6.2.2 if the Reseller ceases to carry on business or stops or suspends payment or states its intention of so doing or is unable to pay its debts as they fall due or if any cheque or bill of exchange drawn by the Reseller payable to DC is dishonoured;

6.3 In the event of a default by the Reseller, then without prejudice to any other rights which DC may have at law or under this contract:

- 6.3.1 DC or its agents may without notice to the Reseller enter the Reseller's premises or any premises under the control of the Reseller for the purposes of recovering the Goods.
- 6.3.2 DC may recover and resell the Goods;
- 6.3.3 if the Goods cannot be distinguished from similar Goods which the Reseller has or claims to have paid for in full, DC may in its absolute discretion seize all goods matching the description of the Goods and hold same for a reasonable period so that the respective claims of DC and the Reseller may be ascertained. DC must promptly return to the Reseller any goods the property of the Reseller and DC is in no way liable or responsible for any loss or damage to the Goods or for any loss, damage or destruction to the Reseller's business howsoever arising from the seizure of the Goods.
- 6.3.4 In the event that the Reseller uses the Goods in some manufacturing or construction process of its own or some third party, then the Reseller must hold such part of the proceeds of sale of such manufacturing or construction process as relates to the Goods in trust for DC. Such part will be an amount equal in dollar terms to the amount owing by the Reseller to the DC at the time of the receipt of such proceeds. The Reseller will pay DC such funds held in trust upon the demand of DC.
- 7. Goods and Services Tax**  
Goods and Services Tax (GST) will be shown separately in the tax invoice for the sale of the Goods. The amount of GST payable in respect of the supply of the Goods is payable by the Reseller. The Reseller must indemnify DC in respect of GST paid and payable by DC for the supply of the Goods to the Reseller.
- 8. Returns**
- 8.1 Reseller may return Goods purchased from DC and receive a credit of the Purchase Price, subject to the following:
- 8.1.1 the Goods for return have been issued a CRMA number;
- 8.1.2 the Goods are returned to DC within 7 days of the invoice date;
- 8.1.3 the list price of the Goods has not changed;
- 8.1.4 the Goods are new and unused;
- 8.1.5 the Goods are in their original package which has not been damaged or altered; and
- 8.1.6 DC determines in its sole judgement that Reseller is in good standing.
- 8.2 Any Goods returned will be subject to a restocking charge of 15%, excluding goods as outlined in 8.3.
- 8.3 Defective Goods may be returned to DC subject to:
- 8.3.1 the Defective Goods for return have been issued a TRMA number.
- 8.3.2 Defective Goods will be returned to Manufacturer as per their standard warranty and returned when repaired
- 8.3.3 Reseller accepts any charges levied by the Manufacturer to DC and freight costs associated with the return of Defective Goods
- 9. Credits**
- 9.1 Refunds will be issued, upon request by Reseller, only in the event of an overpayment.
- 9.2 Where a credit adjustment is available under a then applicable policy of DC, such adjustments may be applied against existing Reseller account balances with DC.
- 10. Export Restrictions**
- 10.1 Reseller will obtain all licenses, permits and approvals required by any government and will comply with all applicable laws, rules, policies and procedures of the Australian Government. Reseller will indemnify and hold harmless DC for any violation or alleged violation by Reseller of such laws, rules, policies and procedures.
- 10.2 For goods where OEM is domiciled in the United States or France. Reseller understands and acknowledges that all obligations of DC to deliver and all Reseller's obligations to accept and sell Equipment and sublicense software at locations outside the United States or France are subject to applicable export control laws. Reseller agrees to cooperate in providing the information and assistance requested by OEM in connection with export licences and approvals. Reseller shall comply fully with all applicable laws relating to export and re-export of the Products and Reseller agrees not to sell any Products covered by this Agreement to anyone else, if the sale would constitute a violation of any laws or regulations of the United States or France.
- 11. Licences**
- 11.1 Reseller must communicate to its customers' ("End Users") the license types applicable to the products ordered by the End User.
- 11.2 The Reseller must obtain the End Users written agreement to relevant licence terms, which will be provided by DC, for the product prior to or upon acceptance of an End Users orders and must provide a copy of such agreement to DC within seven days of such written agreement being signed.
- 11.3 Reseller shall, to the extent permitted by law, not seek to limit the End User's liability for violations of an OEM's intellectual property rights, including through breaches of a software licence or reverse engineering.
- 11.4 Reseller shall indemnify DC for all claims, actions and damages suffered by DC as a result of the Reseller's failure to obtain an End User's written agreement to any software licence provided by DC or other failures to comply with this clause.
- 12. General**
- 12.1 These Terms are to be construed in accordance with the laws from time to time in the State of New South Wales. .
- 12.2 All trademarks, brand names and product names remain the property of their respective owners.
- 12.3 These standard Trading Conditions contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 12.4 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 12.5 No waiver of any of these Terms or failure to exercise a right or remedy by DC will be considered to imply or constitute a further waiver by DC of the same or any other term, condition, right or remedy.
- 12.6 Reseller shall not (i) remove, obscure or modify any label or other indication of copyright or other intellectual property rights on the Products; (ii) duplicate or reproduce any software or written material supplied by OEM without the explicit written consent of OEM; nor (iii) sell Products other than in original, unmodified, unused condition.
- 12.7 Reseller shall comply with all laws and regulations, including the payment of all fees and taxes and maintaining all licences and permits, applicable to this Agreement.
- 12.8 Reseller shall not use for any purpose other than as contemplated by this Agreement, or divulge to any third party, any trade secrets, processes, techniques, designs, know how or other confidential information provided to Reseller by DC or OEM.