

Application for Reseller Registration

(Including Application for Credit Facility and General Terms & Conditions of Trade)

Date of Request / /20

Notes for guidance

Please read carefully before signing & lodging with Dueltek
All information disclosed herein is regarded as confidential

Part A, B & C - To be completed by all applicants

Part D, E & F - To be completed by customers applying for a credit facility

Part G - General Terms & Conditions of Trade

All fields MUST be completed where applicable before this application will be processed.

Please Fax or Post to Dueltek for prompt processing.

Part A - General Business Information

Applicant's Full Business Trading Name (Trading as): _____

Parent Company (if applicable): _____

Subsidiary Companies Relating to Parent Company: _____

Business Structure (please tick): Sole Trader Partnership Pty Ltd
Public Company Other (specify): _____

Date of Business Registration: / /

ABN Number: _____

Brief Description of your Business _____

Type of Industry Audio Visual Information Technology Other _____ (Please specify)
Installer Electrical & Communications _____

Registered Office Address: _____ State: _____ Postcode: _____

Business Operating Address (Postal) _____ State: _____ Postcode: _____

(Delivery) _____ State: _____ Postcode: _____

Are the business premises: Rented Owned Leased

How long have you traded from this address: _____

Phone Number: () _____

Fax Number: () _____

Web Address: www. _____

Branch office addresses (if more than 1, please list):

Branch Office: _____ State: _____ Postcode: _____

Branch Office: _____ State: _____ Postcode: _____

Branch Office: _____ State: _____ Postcode: _____

Part B - Contacts In Your Organisation

| | | | |
|--|---------------|--------------|---------------|
| Purchasing | Name: | _____ | |
| | Phone Number: | () _____ | Mobile: _____ |
| | Email: | _____ | |
| Accounts Payable | Name: | _____ | |
| | Phone Number: | () _____ | Mobile: _____ |
| | * Email: | _____ | |
| * (Statements are emailed to the above email address) | | | |
| Sales Manager | Name: | _____ | |
| | Phone Number: | () _____ | Mobile: _____ |
| | Email: | _____ | |
| * Goods are despatched with a delivery note only. Invoices are emailed. Please list email addresses for those requiring copies. | | | |
| Emailed Invoice Recipients | Name: | _____ | Ph: _____ |
| | * Email: | _____ | |
| | Name: | _____ | Ph: _____ |
| | * Email: | _____ | |
| | Name: | _____ | Ph: _____ |
| | * Email: | _____ | |
| | Name: | _____ | Ph: _____ |
| | * Email: | _____ | |
| | Name: | _____ | Ph: _____ |
| | * Email: | _____ | |

Additional notes:

Part C - Directors / Principals

Please Provide Full Name & Address of Directors/Principals

| | | | | |
|---|----------------------|-------|----------------|-------|
| 1 | Full Name: | _____ | | |
| | Residential Address: | _____ | | |
| | Phone Number BH: | () | Email | _____ |
| | Phone Number AH: | _____ | Mobile Number: | _____ |
| 2 | Full Name: | _____ | | |
| | Residential Address: | _____ | | |
| | Phone Number BH: | () | Email | _____ |
| | Phone Number AH: | _____ | Mobile Number: | _____ |

I hereby certify that I am authorised to sign this application on behalf of the applicant.

| | | | | |
|---------|------------|-------|-------|-------|
| Details | Name: | _____ | | |
| | Position: | _____ | | |
| | Phone: | _____ | | |
| | Email: | _____ | | |
| | Signature: | _____ | Date: | / /20 |

Please Fax or Post to Dueltek for prompt processing.

**This concludes the Reseller Application section.
If a Credit account is required, proceed to PART D.**

Part D - Credit Application

Have any Directors or Proprietors ever been judged Bankrupt, or had a previous business that had gone into Voluntary Administration, Forced Administration, Liquidation or Receivership?

Y / N

If YES supply details: _____

Approximate Monthly Purchases / Credit Requirement: ** \$ _____

**** The credit amount offered by Dueltak will be guided by the applicants trading history and references. Dueltak may not provide unsecured credit in excess of \$10,000. If your business requires credit in excess of that amount, please contact our finance department to discuss your options.**

** If you wish to vary the credit limit applied for in this application at a later date, you will need to advise us and a "Variation to Credit Facility" form will be processed.

| | | | | |
|---------|-----------------------|--------|-------------|-------|
| Details | Bank Name: | _____ | | |
| | Branch Address: | _____ | | |
| | BSB No: | _____ | Account No: | _____ |
| | Phone Number: | () | _____ | |
| | Email: | _____ | | |
| | Business Banker Name: | _____ | | |

Part E - Trade References

Please supply Three (3) Trade References: (Must have similar credit facility to that requested in this application)

| | | | | |
|---|-----------------------|----------|--------------------------|----------|
| 1 | Company: | _____ | | |
| | Address: | _____ | | |
| | Phone Number: | () | Fax: | () |
| | Contact Name: | _____ | Email: | _____ |
| | Current Credit Limit: | \$ _____ | Usual Monthly Purchases: | \$ _____ |
| 2 | Company: | _____ | | |
| | Address: | _____ | | |
| | Phone Number: | () | Fax: | () |
| | Contact Name: | _____ | Email: | _____ |
| | Current Credit Limit: | \$ _____ | Usual Monthly Purchases: | \$ _____ |
| 3 | Company: | _____ | | |
| | Address: | _____ | | |
| | Phone Number: | () | Fax: | () |
| | Contact Name: | _____ | Email: | _____ |

Current Credit Limit:

\$

Usual Monthly
Purchases:

\$

Part F - Duly Authorised Officer

I. Acknowledgement

I acknowledge that in accordance with the provisions of the Privacy Act 1988, certain items of personal information contained in this application or which may be subsequently obtained by Dueltek may be disclosed to a credit reporting agency. This information includes, among other things, particulars as to identity, the fact an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, cheques twice dishonored and serious credit infringements.

II. Certification

I certify that I am authorised to sign this application on behalf of the Applicant. I declare that the information in this application is true and correct to the best of my knowledge. I agree to Dueltek Pty Ltd contacting the above Trade References for a credit appraisal. I further advise that there are no reasonable grounds to believe that the Applicant will not be able to pay its debts when they fall due. The Applicant acknowledges that the "Terms and Conditions of Trade" (*Part G attached*) govern the credit account and agree to abide by them.

| | | | | |
|---------|------------|--------|---|---|
| Details | Name: | | | |
| | Position: | Phone: | | |
| | Signature: | Date: | / | / |

Conditions of Credit Provision

1. Terms of payment are strictly **Nett Monthly** (*As a monthly trading account, your payment is due to be received by Dueltek on the last business day of the month following the date of your invoice.*)
2. Dueltek Pty Ltd may not extend credit above \$10,000 without the prior approval of the finance department. Some conditions may apply.
3. This application and any subsequent agreement for the provision of credit and all acts and transactions pursuant hereto shall be governed, construed and interpreted in accordance with the laws of the state of Victoria, Australia.
4. All information supplied herein is true and correct.
5. Should any changes take place affecting the legal entity, structure or management control of the Applicant then Dueltek Pty Ltd shall be notified in writing within 7 days of the change.
6. The Applicant agrees to Dueltek Pty Ltd, at its discretion, obtaining from a credit reporting agency a credit report containing personal information about the Applicant for the purpose of assessing their application of commercial credit and assessing ongoing credit.
7. Dueltek reserves the right to charge penalty interest on overdue accounts at the rate from time to time prescribed by the Penalty Interest Rates Act 1983 (Vic). In the event that the account is referred to a collection agency, Dueltek Pty Ltd reserves the right to add collection costs to the balance outstanding. Furthermore, the Applicant will indemnify Dueltek Pty Ltd against any additional expenses incurred in obtaining or attempting to obtain payment of overdue amounts, including all legal costs.
8. Payment of credit accounts can be made by EFT or Cheque. Should credit card payment be sought, a 1.8% Visa & MasterCard (3% for Amex) credit card transaction fee and applicable GST will apply to the entire amount.
9. Dueltek Pty Ltd may withdraw or suspend credit facilities at its discretion without prior notice.
10. Acceptance of this application by Dueltek Pty Ltd will be indicated by the provision of credit.
11. The Applicant has read and agreed to abide by the general "Terms and Conditions of Trade" attached hereto.
12. These Conditions for Credit are subject to change without notice. Should a change be made, you will be advised by email. Please refer to our website for our current Conditions for Credit.
13. If you wish to vary your credit limit at a later date, you will need to advise us in writing by completing our "Variation to Credit Facility" form which can be forwarded to you upon request.

Part G - General Terms & Conditions of Trade

Last Updated: 3rd May 2010

Delivery, Freight & Insurance

Loss or Damage insurance is automatically included on all goods despatched by a Dueltek nominated courier. A small charge to cover this insurance is included in your freight bill. If goods are picked up by the customer or the customer's nominated courier, the goods will NOT be insured by Dueltek. All Dueltek Free Freight is insured. As all Couriers trade as "Common Carriers", once the customer's nominated courier has departed the Dueltek warehouse, all risk is transferred to the Customer. Any shipping discrepancies must be reported within five days of receipt. Dueltek will always make its best effort to track/trace and recover lost or damaged shipments before any customer involvement is sought.

Delivery Times

Orders received by 12:30pm will be despatched by 5.00pm on the same day by your nominated courier (pending stock availability & account status)

Orders received after 12:30pm will be despatched along with the 5.00pm deliveries as above (pending stock availability & account status) and time permitting. Otherwise it will go into next day's delivery.

Warning: If there is no one available to accept and sign for your delivery at the nominated address during standard business hours of Mon-Fri, 9am to 5pm and the courier makes subsequent delivery attempts, then the fee for this will be charged to your account. Please advise us when placing orders if this may be of concern to you.

Goods Returned for Credit or Warranty

1. Return Authorisation (RA) Forms are available for download from the "Forms" Tab on the Dueltek website. A RA form must be obtained prior to returning goods. Please fill in the RA and Fax it to us making sure it is signed. An RA number will be Faxed or Emailed back to you.

Do NOT send us goods without first obtaining an RA return number as the return may not be attended to.

2. This RA number must be clearly written on the package shipping label (not on the product packaging). Where the goods are faulty, a detailed description of the fault must be included on the RA form. We will not accept "not working", we need to know what the problem is in as much detail as possible.
3. Goods returned incomplete, damaged or in an unsaleable condition will not be accepted for credit. This includes damage to its packaging.
4. Special non standard, or special indent product orders or cables made or cut to length, etc will not be accepted for credit. (If noted - See disclaimer on your invoice)
5. All goods returned for credit or warranty are at the customer's expense with the exception of products that are deemed to be DOA (dead on arrival) or have been supplied incorrectly.
6. Freight charged on the original invoice will not be credited on returned goods.
7. A service fee may apply if there is no fault found with goods returned for repair.
8. A RA number does not guarantee either credit or replacement. It is simply an authorisation to return the goods to Dueltek for evaluation.
9. A re-stocking fee of 20% of the original invoiced price of goods (plus GST) will apply to all returns after 14 days from invoice date.
10. Products will not be accepted for credit after 30 days from invoice date.
11. RA's are valid for 7 days only. Please make sure goods are sent back promptly.

Prices & Terms

Purchase orders will be accepted by Dueltek when placed by telephone, facsimile, email or via its Web eCommerce system, **provided that order number references are supplied.** Verbal orders will be accepted however responsibility for the accuracy of these orders remains with the client. Purchase orders are firm and binding and regarded as a contract to purchase goods. Prices are correct at the time of publication, but may vary without notice. Quantity discounts are available. Please call for details. E&OE (Errors & Omissions accepted). All prices and product specifications are subject to change without notice. Call or email to confirm before placing orders.

A \$3.00 Ex GST Processing Fee will be charged on orders under \$50.00 (Ex GST & Freight) received via email, telephone, fax, post or in person. *This fee can be avoided by placing your order on-line using the Dueltek eCommerce ordering system.*

Payment Terms

Terms are "Payment before Delivery" unless a credit account has been established. See the "Forms" tab on our website for a Credit Application or speak to our Accounts/Finance Department. Please note that only Australian customers can apply for establishment of a credit account.

Direct deposits may be made to the following account:

Dueltek Pty Ltd
Bank: National Australia Bank
Branch: Bayswater North, Victoria
083-125 Account: 650-999-573

BSB:

In addition to EFT direct deposit, Australian customers may pay via company cheque or cash. We also accept Visa, MasterCard and Amex.

Credit card facilities are not available to customers outside of Australia.

For invoices of \$1,000 or more (Inc GST & Freight), a 1.8% Visa & MasterCard (3% for Amex) credit card transaction fee and applicable GST will apply.

Warranty

All Duetek products carry the manufacturer's warranty terms and time period listed in both the Duetek on-line pricelist and website unless otherwise stated. E&OE (Errors & Omissions accepted). The removal of any factory seals, serial numbers or warranty stickers, or any obvious tampering or damage to the product will void warranty.

Retention of Title/Ownership

Ownership of goods supplied by Duetek to the purchaser will remain with Duetek and not pass to the purchaser until **all monies owed** have been paid & cleared by our bank. Until such time the purchaser must store the goods in a manner that clearly shows property in the goods, belongs to Duetek and the purchaser will hold the product in a fiduciary capacity as bailee. Upon non-payment within the agreed trading terms, Duetek has the right to call for, or recover goods whether paid for or not to the value of all monies owed, and for this purpose Duetek, its agents or employees, may enter the purchaser's premises or any other place where the goods may be stored, and the customer, when called upon to do so, is under an obligation to deliver up the goods to Duetek. The customer hereby indemnifies Duetek against any claim, action or damages arising out of any such action, and against the cost of the same.

Purchaser's Rights & Remedies in Respect of Goods

Duetek agrees and acknowledges that the purchaser is entitled to all rights and remedies in respect of goods which the purchaser has under the Trade Practices Act and similar State & Territory laws and which cannot be lawfully excluded, restricted or modified. These Terms and Conditions do not purport to, and do not have the effect of, excluding, restricting or modifying the exercise of any such right or remedy.

Subject always to the preceding paragraph:

- (a) All conditions, warranties and guarantees other than those expressly provided for or agreed and acknowledged by Duetek in these Terms and Conditions are excluded to the fullest extent permitted by law.
- (b) Duetek will not be liable to the purchaser for any loss or damage caused (in whole or in part) by or arising out of any use of goods or any defects in goods or any failure, malfunction, breakdown, or deterioration of goods or products into which goods are incorporated. Where the purchaser is a consumer under the Trade Practices Act or similar State & Territory laws and goods supplied or services provided to the purchaser are not of a kind ordinarily acquired for the personal domestic or household use of consumption, then unless the purchaser establishes that reliance on this provision would not be fair and reasonable, the liability for a breach of a condition or warranty implied into these Terms & Conditions by the Trade Practices Act or by similar State or Territory laws (other than a condition implied by Section 69 of the Trade Practices Act or by the equivalent provisions of any State or Territory laws) is limited to any one of the following as determined by Duetek:
 - (i) In the case of goods supplied:
 - (1) the replacement of the goods or the supply of equivalent of goods;
 - (2) the repair of the goods;
 - (3) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (4) the payment of the cost of having the goods repaired.
 - (ii) In the case of services provided:
 - (1) the supply of services again;
 - (2) the payment of the cost of having the services supplied again.

The purchaser warrants and acknowledges that it has not yet relied upon any representation made by Duetek, which has not been stated expressly in these Terms and Conditions or upon any descriptions or illustrations contained in any document, including any catalogue, list, brochure or publicity material, produced by Duetek, Duetek suppliers or supplied to the purchaser.

Variation

These Terms & Conditions are subject to change from time to time without notice. Please refer to our website for our current Terms & Conditions.

Definitions

In these Terms and Conditions, unless the context otherwise requires: "loss" means any delay, inconvenience, loss liability, damage, expense or cost whatsoever and includes (without limitation) direct or consequential loss or damage; "goods" means goods supplied or to be supplied by Duetek to the customer from time to time; the "purchaser" means the person to whom goods are supplied by Duetek and includes the purchaser's executors, administrators, successors and permitted assigns; "Duetek", "Duetek Distribution" or "Duetek Computer Products" means Duetek Pty Ltd (ABN 83 006 606 471).

Trade Marks

The Duetek websites and print media include registered trade marks and trade marks which are the subject of pending applications or which are otherwise protected by law including, but not limited to, the words "Duetek Pty Ltd", "Duetek", "Duetek Computer Products", "Duetek Distribution" the Duetek logo and the Duetek "D" logo.

You may not use our trade marks or the names "Duetek Pty Ltd", "Duetek", "Duetek Distribution" or "Duetek Computer Products" or the name of any of our related companies without our prior written consent.

Duetek Contact Details

Unit 2, 35-43 Lacey Street, Croydon, Victoria, Australia 3136

Phone: (03) 9725 1911 Fax: (03) 9725 1126

Sales: sales@duetek.com.au Accounts: accounts@duetek.com.au

Website: www.duetek.com.au ABN 83 006 606 471 C Tick Holder # N1280