

**NEW ACCOUNT**

**RESELLER APPLICATION FORM**

**FOR CREDIT AND NON-CREDIT**

# INGRAM

# MICRO



Please complete and return form to  
**Ingram Micro Australia**  
**Attention: New Accounts Department**  
85 Egerton Street  
Silverwater,  
New South Wales, 2128  
Phone (02) 9741 2000  
Fax (02) 9741 2007

## OUR VISION

**We will always  
exceed expectations...  
with every partner,  
every day.**

Ingram Micro has a presence in each of the five major markets of Australia. Head office for Australia is based in Sydney with other branch offices in Victoria, South Australia Queensland and Western Australia. Warehousing facilities are Sydney, Victoria, and Western Australia.

Ingram Micro's core strengths are a combination of quality expectations of our suppliers and quality service to our customers. Timely delivery and anticipation of market needs and trends helps Ingram Micro to rise above its competitors, providing solid product and sales support time and time again.

# RESELLER APPLICATION



FOR OFFICE USE ONLY			
SP	PBB	Reply Sent <input type="checkbox"/> (tick ✓)	
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved by	Date	Dealer Account Opened by	Date
Credit Approved		Term Approved	
Credit Check		Customer Number	

**IMPORTANT INFORMATION** Will you be reselling the product that you purchase from Ingram Micro Australia (please tick ✓)  Yes  No **If No Stop here**

Ingram Micro Australia's position in the industry is as a distributor/wholesaler. Because of commitments we have made to our manufacturers and customers, we can only sell our product to resellers. If you will not be reselling the product you are intending to purchase from Ingram Micro, we will not be able to establish an account relationship at this time

Documents must be fully completed before an account is opened and pricing quoted. We do not want to delay your application.

1. Have you had an account with Ingram Micro before?

Yes  No If **YES** under what name?

2. Where did you find out about Ingram Micro? (tick ✓ all that apply)

Manufacturer  Publication  Reseller Referral

Trade Show  Other \_\_\_\_\_

## DESCRIPTION OF BUSINESS (please type or print)

Date Business Established \_\_\_\_\_

Business Trade Name (DBA)

Registered Business Name (if different from Trade Name)

Registered Business Street Address (must be provided)

Suburb, State and Postcode

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

Business Phone \_\_\_\_\_

Business Fax \_\_\_\_\_

Business Registered Number (compulsory) \_\_\_\_\_

ACN Number (compulsory) \_\_\_\_\_

Australian Registered Business Number \_\_\_\_\_

Sales Tax Registration Number \_\_\_\_\_

Sales Tax Accreditation Number \_\_\_\_\_

Officer's Owners Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Authorised Purchaser(s)

1. \_\_\_\_\_

2. \_\_\_\_\_

## BILLING ADDRESS (if different from Business Address)

Business Street Address (must be provided)

Suburb, State and Postcode

## SHIPPING ADDRESS

(attach list if more than one shipping address)

Business Street Address (must be provided)

Suburb, State and Postcode

## WHY ARE YOU OPENING AN ACCOUNT WITH INGRAM MICRO AUSTRALIA

(please tick ✓ all that apply)

Dissatisfied with current sources

Need to source product

Other \_\_\_\_\_

## WHICH CATEGORY BEST DESCRIBES YOUR COMPANY'S BUSINESS

(please tick ✓ one)

Alternate Consumer Channels

Computer Superstore

Consumer Electronics

Corporate Reseller

Dealer

Direct Marketer

Distributer

Educational Retailer

Exporter (what countries) \_\_\_\_\_

Internet Service Provider

Manufacturer

OEM

Office Products Store

Mass Merchant

Software Only

Telecommunications

VAR/Systems Consultant

Warehouse Club

Other \_\_\_\_\_

**IF YOU ARE A VAR**, which of the following best describes your company's reseller activities

(please tick ✓ one)

- Systems Integrator  Application VAR  Network Integrator  
 Other \_\_\_\_\_

**IF YOU ARE INVOLVED WITH TELECOMMUNICATIONS**, which of the following best describes your company's reseller activities

(please tick ✓ one)

- Contractor  Interconnect VAR  Telephone Company  
 Other \_\_\_\_\_

**WHICH CATEGORY**, best describes your company's ownership affiliation?

(please tick ✓ one)

- Owner-Operated Chain Location  Member of Franchise Group  
 Affiliated w/Franchise Group  Independent Reseller

**TOTAL MONTHLY COMPUTER PURCHASES**

On average, which of the following best describes your company's total monthly computer purchases through all sources?

(please tick ✓ one)

- Less that \$3000  \$50,000-\$74,999  \$500,000-749,999  
 \$3000-\$4999  \$75,000-\$99,999  \$750,000-\$949,999  
 \$5000-\$9999  \$100,000-149,999  \$1,000,000 +  
 \$10,000-\$24,999  \$150,000-\$249,999  Don't Know  
 \$25,000-\$49,999  \$250,000-\$499,999

**OPERATING SYSTEM**

Which operating systems do you primarily support

(please tick ✓ all that apply)

- Mac OS  DOS  Netware  Unix  Windows  Vines  
 Windows NT  Lantastic  OS/2  Other \_\_\_\_\_

**RESELLER AGREEMENTS**

Which of the following manufacturers do you have authorised reseller agreements with, if any?

(please tick ✓ all that apply and list authorisation numbers)

- Microsoft \_\_\_\_\_  IBM \_\_\_\_\_  
 Lotus \_\_\_\_\_  3Com \_\_\_\_\_  
 Compaq \_\_\_\_\_  
 Apple \_\_\_\_\_ Others please specify  
 Novell \_\_\_\_\_  \_\_\_\_\_  
 Microsoft \_\_\_\_\_  \_\_\_\_\_  
 Hewlett Packard \_\_\_\_\_  \_\_\_\_\_

**SUPPORTED PLATFORMS**

Which of the following platform solutions do you sell if any?

(please tick ✓ all that apply)

- Hewlett Packard  Sun Microsystems  SGI  
 IBM RS6000  NT Servers  Other \_\_\_\_\_

**DO YOU BUILD YOUR OWN CLONES**

Yes  No If YES on average how many systems do you build per month

Specify approximate number of systems \_\_\_\_\_

**PURCHASING SOURCES**

What do you expect your percentage of purchases to be from the following sources? (Total should be 100%)

- Ingram Micro \_\_\_\_\_% Synnex \_\_\_\_\_%  
Dicker Data \_\_\_\_\_% Tech Pacific \_\_\_\_\_%  
Express Data \_\_\_\_\_%  
Other Sources \_\_\_\_\_%

**MARKETS**

What percentage of your sales are to the following markets? (Total should be 100%)

- Small to medium size business(1-999 employees) \_\_\_\_\_%  
Enterprise/Large size business (1000+ employees) \_\_\_\_\_%  
Home Users \_\_\_\_\_% Government \_\_\_\_\_%  
Education \_\_\_\_\_% Other \_\_\_\_\_%

**VERTICAL MARKETS** What are the main vertical markets on which your company focuses, if any? (please tick ✓ main verticals and indicate proprietary software if any)

Vertical Market	Proprietary Software	Vertical Market	Proprietary Software
<input type="checkbox"/> Accounting	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Digital Video	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Computer Telephony	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Printing Publishing	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> CAD/CAM	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Document Imaging	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Construction	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Retail/POS	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Education	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Wholesale Distribution	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Financial Services	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Sales Automation	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Government	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Video Teleconferencing	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Health Care	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> None	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Insurance	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Remote Access/Mobile	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Legal	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Internet	<input type="checkbox"/> Y <input type="checkbox"/> N
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Data Warehousing	<input type="checkbox"/> Y <input type="checkbox"/> N

**EMPLOYEES**

How many employees does your company have? (please tick ✓ one)

- 1-5  11-20  51-100  Dont Know  
 6-10  21-50  101+

**TOTAL YEARLY SALES**

What were your company's total gross sales last year

(please tick ✓ one)

- Less that \$500,000  \$10,000,000 - \$24,999,999  
 \$500,000-\$999,999  \$25,000,000+  
 \$1,000,000 - \$4,999,999  Don't know  
 \$5,000,000 - 9,999,999

**CUSTOMER LEASING**

Do you currently offer a leasing programs to your customers?

Yes  No If YES, through which company \_\_\_\_\_

# NEW ACCOUNT CREDIT AND NON-CREDIT APPLICATION

## DETAILS OF ALL PROPRIETORS OR DIRECTORS (Compulsory)

1. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

3. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

4. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

IF COMPANY - LIST ALL DIRECTORS IF PARTNERSHIP - LIST ALL PARTNERS

## TRADE REFERENCES (Required if applying for Credit Terms)

1. Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

3. Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

4. Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

## CHANGE OF ADDRESS

Customer agrees to notify Ingram Micro Australia of any change in ownership of its business as set forth herein by certified mail to your local Ingram Micro Australia Office

**New South Wales**  
85 Egerton Street  
Silverwater  
NSW 2128

**Victoria**  
2 Anzed Court  
Mulgrave  
VIC 3170

**Queensland**  
85 Egerton Street  
Silverwater  
NSW 2128

**Western Australia**  
15 Pearson Way  
Osborne Park  
WA 6017

**OR PLEASE RETURN CHANGES BY FAX TO (02)9741 2007.**

Ingram Micro reserves the right to terminate without cause Customer's right to purchase products and services on credit or to vary the credit terms in respect of Customer. Customer consents to Ingram Micro investigating the credit history of Customer through credit reporting agencies and other methods of sharing credit information. **NB. Trust Companies will not be given Credit.**

Customer is required to furnish Ingram Micro with their audited/certified accounts.

**Customer's authorised representative (Director/Proprietor/Partner):**

Full Name \_\_\_\_\_ Full Name \_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## TERMS OF SUPPLY

The following are the terms on which Ingram Micro Australia Pty Ltd will supply, and Customer must acquire, products including computer hardware, software and components (Products) and related services including maintenance and support (Services).

Customer acknowledges that Ingram Micro has entered into and is bound by distributorship agreements with suppliers of Products (Suppliers).

### 1. Ordering

- 1.1 Customer may order the Products and Services from Ingram Micro from time to time by completing, executing and sending to Ingram Micro a purchase order (Order). In placing an Order, Customer agrees to be bound by these Terms of Supply and agrees that if there is any inconsistency between the Terms of Supply and an Order, the Terms of Supply will govern to the extent of any inconsistency.
- 1.2 The supply of Products by Ingram Micro to Customer is subject to the continued existence of distributorship agreements with its Suppliers and on its Suppliers' ability to supply sufficient quantities and types of Product to Ingram Micro.

### 2. Payment

- 2.1 The purchase price of Products is as set out in Ingram Micro's most recent price list at the time Customer orders Products from Ingram Micro. Freight, handling and insurance costs are in addition to the purchase price and will be shown separately on Ingram Micro invoices.
- 2.2 Ingram Micro may alter any prices of Products without prior notice to Customer.
- 2.3 Ingram Micro will invoice Customer for amounts due at the times specified in the Order, specifying how those amounts are calculated.
- 2.4 Customer must pay each Ingram Micro invoice within the period specified in Ingram Micro's payment terms with Customer.
- 2.5 Ingram Micro may charge Customer interest on any overdue amount, calculated daily from the due date until the date of payment, at the interest rate charged by the Commonwealth Bank of Australia to its prime commercial customers on the due date.
- 2.6 Customer must reimburse Ingram Micro for any expenses and charges incurred by Ingram Micro in attempting to recover from Customer any overdue amounts, including without limitation, debt collection and legal fees.

### 3. Cancellation charges

If Ingram Micro becomes liable to pay a Supplier's cancellation or rescheduling fee due to Customer cancelling an Order, then Ingram Micro may recover those fees from the Customer.

### 4. Product returns

- 4.1 Subject to clauses 4.2 and 6, Ingram Micro is under no obligation to accept returns of Product from Customer.
- 4.2 If Products are defective or damaged, Customer must complete, sign and send to Ingram Micro a Return Materials Authorisation Form within 3 days after receipt of Products.
- 4.3 Ingram Micro will not accept the return of any Products without a Return Materials Authority Number.
- 4.4 Ingram Micro will return any Products found not to be defective or damaged to Customer at Customer's expense.

### 5. Warranty

All Products purchased from Ingram Micro are covered by the applicable Supplier's warranty. Customer must refer to the warranty details and specified repair period stated on the Product or in associated documentation. Ingram Micro does not provide any warranties in addition to the Supplier's warranties for that Product.

### 6. Exclusion of liability

- 6.1 In addition to any applicable legislation, these Terms of Supply state:
  - (a) the entire liability of each party to the other; and
  - (b) the extent of each party's liability for any Claim.
- 6.2 Ingram Micro does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this agreement to be void ("Non-excludable Condition").

### 6.3 Ingram Micro's total liability to Customer:

- (a) for a breach of an express term of these Terms of Supply is limited to refunding the amount paid by Customer for the Products or Services in respect of which the breach occurred; and
- (b) for a breach of any Non-excludable Condition (other than one implied by s69 of the Trade Practices Act 1974) is limited, at Ingram Micro's option, to any one of supplying, repairing or replacing, or paying the cost of supplying, repairing or replacing, the Products or supplying again, or paying the cost of supplying again the Services in respect of which the breach occurred.

### 6.4 Ingram Micro excludes:

- (a) all conditions, warranties and terms implied by statute, general law or custom, except any Non-excludable Condition;
- (b) all liability to Customer in contract for consequential or indirect damages arising out of or in relation to Products or Services or any delay or other failure in supplying any Products or Services or these Terms of Supply even if:
  - (i) Ingram Micro knew they were possible; or
  - (ii) they were otherwise foreseeable,

including without limitation, lost profits and damage suffered as a result of claims by any third person, such as a customer of Customer; and

- (c) all liability to Customer in tort (including without limitation, negligence) and bailment for acts or omissions of Ingram Micro, its employees, agents and subcontractors arising out of or in relation to Products, Services or any delay or other failure in supplying any Products or Services or these Terms of Supply.

### 7. Risk and title

Risk in the Products passes to Customer when the Products are delivered to Customer's premises and title to the Products passes to Customer on payment by Customer of the purchase price for those Products and all delivery and insurance costs in relation to the Products.

### 8. Indemnity

- 8.1 Customer indemnifies Ingram Micro, its employees, agents and subcontractors against all losses, damages, expenses and costs (on a full indemnity basis and whether incurred by or awarded against any of them) that any of them may sustain or incur as a result, whether directly or indirectly, of any Claim.
- 8.2 For the purposes of these Terms of Supply, "Claim" means any claim by any third person for loss or damage to any property, injury to or death of any person or economic loss arising out of or relating to any or all of the Products or Services, any delay or failure in supplying the Products or Services and these Terms of Supply.

### 9. General

- 9.1 Customer must not use Ingram Micro or Supplier trade marks, names, or other intellectual property rights without the prior written approval of Ingram Micro or the relevant Supplier.
- 9.2 Both parties acknowledge that Ingram Micro will supply Products and Services as an independent contractor.
- 9.3 These Terms of Supply contain the entire agreement between Ingram Micro and Customer in relation to its subject matter and supersede all prior negotiations, agreements, understandings and commitments between Ingram Micro and Customer in relation to that subject matter.
- 9.4 These Terms of Supply are governed by the law applicable in the state of purchase by Customer of Products or Services and both parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.
- 9.5 If a dispute arises concerning these Terms of Supply, then the dispute must first be referred for mediation in accordance with the Australian Commercial Disputes Centre Mediation Guidelines.
- 9.6 Ingram Micro may subcontract to any person the performance of any of its obligations under these Terms of Supply.

## AUTHORISATION

I hereby understand and accept the terms and conditions as set out in the Ingram Micro Terms of Supply Agreement. I understand that should the application be approved, failure to comply with the negotiated terms and conditions in this document could lead to suspension or closure of the account.

Full Name \_\_\_\_\_ Company \_\_\_\_\_

Position \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Upon completion please either leave this document with your Ingram Micro sales representative or mark your envelope with "New Accounts and mail to our Head Office Ingram Micro Australia.

**Ingram Micro Australia**  
85 Egerton Street  
Silverwater, NSW, 2128

**OR PLEASE RETURN THIS BY FAX TO (02)9741 2007.**  
Please allow at least 48 hours for processing of non credit application