



New account – reseller application form for credit and non-credit.

Before you complete the account application form, please ensure that you have read and agree with the Ingram Micro Australia standard trading terms and conditions contained in this document.

Then fill in the account application form ensuring that all sections are fully completed. It is important that the form is authorised by a director, an officer of the company or the senior partner or proprietor. Completed forms can be faxed to Ingram Micro on **02 9701 4826**.

Legendary.



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.

Have you had an account with Ingram Micro Australia before? Yes No If Yes under what name? _____

Where did you find out about Ingram Micro Australia? (PLEASE TICK ALL THAT APPLY)

Manufacturer Publication Reseller Referral Email Other _____

Description of business

Business trade name (DBA): _____ Date business established: _____

Registered business name (IF DIFFERENT FROM TRADE NAME): _____

Registered business street address: _____ Suburb: _____

State: _____ Postcode: _____ Length of time at this address: Years _____ Months _____

Business phone: _____ Business Fax: _____

Business registered number (IF APPLICABLE): _____ ACN: _____

Australian Registered Business Number (ABN): _____

Officer's owners name: _____ Title: _____

Email Address: _____

Authorised purchaser(s): 1. _____ 2. _____

Email Address: _____

Billing Address (IF DIFFERENT FROM BUSINESS ADDRESS)

Business street address: _____

Suburb: _____ State: _____ Postcode: _____

Shipping Address (ATTACH LIST IF MORE THAN ONE SHIPPING ADDRESS)

Business street address: _____

Suburb: _____ State: _____ 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
 Telecommunications Direct marketer Distributer Educational retailer
 Internet service provider Manufacturer OEM Office products store
 Mass merchant Software only Dealer Other _____
 VAR / Systems consultant Warehouse club Exporter (WHAT COUNTRIES?) _____

FOR OFFICE USE ONLY

SP: _____ PBB: _____ Reply sent (tick) Approved Not approved by: _____ Date: _____

Reseller account opened by: _____ date: _____ Credit approved: _____ Term approved: _____

Credit check: _____ Customer number: _____ MKDenial.com checked (tick) _____

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 IntraconnectVAR 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 Independant 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 than \$3,000 \$3,000-\$4,999 \$5,000-\$9,999 \$10,000-\$24,999
 \$25,000-\$49,999 \$50,000-\$74,999 \$75,000-\$99,999 \$100,000-\$149,999
 \$150,000-\$249,999 \$250,000-\$499,999 \$500,000-\$749,999 \$750,000-\$949,999
 \$1,000,000 + Don't know

Operating system. Which operating systems do you primarily support? (PLEASE TICK ALL THAT APPLY)

- Mac OS DOS Netware Unix Windows
 Windows NT Vines 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 THE AUTHORISATION NUMBERS)

- Microsoft _____ IBM _____ Lotus _____
 3Com _____ Apple _____ Novell _____
 HP _____ Other _____ Other _____

Supported platforms. Which of the following platform solutions do you sell, if any? (PLEASE TICK ALL THAT APPLY)

- Hewlett Packard IBM RS6000 SGI
 Sun Microsystems 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 Australia _____% Dicker Data _____% Synnex _____% Tech Pacific _____%
Express Data _____% Other sources _____% Other (SPECIFY) _____%

Markets. What percentage of your sales are to the following markets? (TOTAL SHOULD BE 100%)

Small to medium size business (1-999 EMPLOYEES) _____% Home users _____% Education _____%
Enterprise/Large size business (1000+ EMPLOYEES) _____% Government _____% 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)

Proprietary Vertical Market	Software	Proprietary Vertical Market	Software	Proprietary Vertical Market	Software
<input type="checkbox"/> Accounting	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Digital video	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Computer telephony	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Printing / publishing	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CAD / CAM	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Document imaging	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Construction	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Retail / POS	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Education	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Wholesale distribution	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Financial services	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sales automation	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Government	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Video Conferencing	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Remote access / mobile	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Legal	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Internet	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Data warehousing	<input type="checkbox"/> Yes <input type="checkbox"/> No

Employees. How many employees does your company have? (PLEASE TICK ONE)

- 1-5 6-10 11-20 21-50 51-100 101+ Don't know

Total yearly sales. What were your company's total gross sales last year? (PLEASE TICK ONE)

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

Customer leasing. Do you currently offer a leasing program to your customers? Yes No

If Yes, through which company? _____

New account credit and non-credit application



Details of all proprietors or directors (COMPULSORY)

If company – list all Directors. If partnership – list all Partners

1. Name: _____ Phone: _____
Address: _____ State: _____ Postcode: _____

2. Name: _____ Phone: _____
Address: _____ State: _____ Postcode: _____

3. Name: _____ Phone: _____
Address: _____ State: _____ Postcode: _____

4. Name: _____ Phone: _____
Address: _____ State: _____ Postcode: _____

Trade references (REQUIRED IF APPLYING FOR CREDIT TERMS)

1. Name: _____ Contact: _____
Address: _____
State: _____ Postcode: _____ Phone: _____ Fax: _____

2. Name: _____ Contact: _____
Address: _____
State: _____ Postcode: _____ Phone: _____ Fax: _____

3. Name: _____ Contact: _____
Address: _____
State: _____ Postcode: _____ Phone: _____ Fax: _____

4. Name: _____ Contact: _____
Address: _____
State: _____ Postcode: _____ Phone: _____ Fax: _____

Ingram Micro Australia reserves the right to terminate without cause the customer's right to purchase products and services on credit or to vary the credit terms in respect of the customer. **The customer** consents to Ingram Micro Australia investigating the credit history of the customer through credit reporting agencies and other methods of sharing credit information.

The customer may be required to furnish Ingram Micro Australia with their audited/management financial statements.

The customer's authorised representative (DIRECTOR/PROPRIETOR/PARTNER)

Full name: _____ Full name: _____
Position: _____ Position: _____
Signature: _____ Signature: _____
Date: _____ Date: _____

Change of ownership and address

The customer agrees to notify Ingram Micro Australia of any change in ownership or address of its business as set forth herein by certified mail to your local Ingram Micro Australia office **OR return changes by fax to 02 9701 4826**

Sydney
145 Arthur Street
Flemington NSW 2140

Brisbane
25 Donkin Street
West End QLD 4101

Melbourne
Unit 3, 8 Anzed Court
Mulgrave VIC 3170

Perth
Unit 10, 7 King Edward Road
Osborne Park WA 6017

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. Stock Returns for Credit

4.1 Products can only be returned to Ingram Micro for credit within 7 days from invoice date even if Ingram Micro is at fault.

4.2 Returned products can only be credited at the value equivalent to the current market value of the products.

4.3 Damaged goods are not eligible for return. Products to be returned must have an RMA number clearly visible on the outside of the package (NOT on original carton, and the product must be unopened and in a re-sellable condition acceptable by Ingram Micro. Any goods that have been written on or defaced by the reseller or their courier, will not be eligible for return.

4.4 Any goods purchased under special bid pricing, LBO pricing, demonstration pricing or Stocktag and Clearance list items are not eligible for return.

4.5 Approved RMAs must be returned to Ingram Micro within 3 days of the RA number being issued or the goods will be declined and returned to the customer.

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:

- the entire liability of each party to the other; and
- 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:

- 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
- 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:

- all conditions, warranties and terms implied by statute, general law or custom, except any Non-excludable Condition;
- 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:
 - Ingram Micro knew they were possible; or
 - 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
 - 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. Non Returnable Products

9.1 All sales are considered to be final, unless otherwise agreed in writing by an authorized representative of Ingram Micro.

9.2 Ingram Micro will supply certain Products on a 'No Returns Basis'.

9.3 The expression 'No Returns Basis' means that Ingram Micro will not accept returns unless required under law or by agreement.

9.4 To the extent permitted by law, Ingram Micro reserves the right to apply the No Returns Basis policy to all promotional or sale product(s) as it deems necessary.

9.5 Product supplied on a "No Return" Basis cannot be returned to Ingram Micro unless the product is faulty and is within the warranty period provided by the manufacturer or imposed by statute.

9.6 Products' sold on the "No Returns" basis:

- All Systems Products – All Compaq, HP, IBM and Toshiba products (PC, Server, Notebook, Storage, handheld products including accessories).
- PC ePhone and Accessories.
- All Components products including Intel, InWin, Kingston, Maxtor, Microsoft OEM, MSI, Seagate, Vesta, Viewsonic and Asus products.
- All Consumables products including Lexmark, IBM and HP.
- All Networking products including Extreme, WatchGuard, Avaya, Veritas, NetReality and 3Com.
- All APC products.

10. General

10.1 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.

10.2 Both parties acknowledge that Ingram Micro will supply Products and Services as an independent contractor.

10.3 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.

10.4 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.

10.5 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.

10.6 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 Australia 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: _____ Position: _____

Signature: _____ Date: _____

Upon completion please either leave this document with your Ingram Micro Australia sales representative or return by it fax on 02 9701 4826 or mark your envelope with "New Accounts" and mail to Head Office at: Ingram Micro Australia, 145 Arthur Street, Flemington NSW 2140

Please allow at least 48 hours for processing of non-credit applications.