

**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

145 Arthur Street

Flemington,

New South Wales, 2140

Phone (02) 9701 4500

Fax (02) 9701 4826

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	
MKDenial.com checked <input type="checkbox"/> (tick ✓)			

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

BILLING ADDRESS (if different from Business Address)
Business Street Address (must be provided)

Suburb, State and Postcode

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 _____

SHIPPING ADDRESS
(attach list if more than one shipping address)
Business Street Address (must be provided)

Suburb, State and Postcode

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 (if applicable) _____

ACN Number (compulsory) _____

Australian Registered Business Number (ABN) _____

Officer's Owners Name _____

Title _____

Email Address _____

Authorised Purchaser(s)

1. _____

2. _____

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

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 _____%
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)

Proprietary Vertical Market	Software	Proprietary Vertical Market	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 Conferencing	<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 _____ Fax _____

2. Name _____ Contact _____

Address _____

_____ Phone _____ Fax _____

3. Name _____ Contact _____

Address _____

_____ Phone _____ Fax _____

4. Name _____ Contact _____

Address _____

_____ Phone _____ Fax _____

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

145 Arthur Street
Flemington
NSW 2140

Victoria

2 Anzed Court
Mulgrave
VIC 3170

Queensland

145 Arthur Street
Flemington
NSW 2140

Western Australia

15 Pearson Way
Osborne Park
WA 6017

OR PLEASE RETURN CHANGES BY FAX TO (02)9701 4826.

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.

Customer may be 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. 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 RMA's 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

(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. 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 manufactured 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 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 HeadOffice Ingram Micro Australia.

Ingram Micro Australia
145 Arthur Street
Flemington NSW, 2140

PLEASE RETURN THIS BY FAX TO (02) 9701 4826

Please allow at least 48 hours for processing of non credit application