



Reseller application:

Step 1. To be completed by both cash and credit account applicants.

Important Information:

Will you be reselling the product that you purchase from Ingram Micro New Zealand? Yes No

If No stop here. Ingram Micro New Zealand'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 New Zealand before? Yes No If Yes under what name?

Where did you find out about Ingram Micro New Zealand?

Manufacturer Publication Reseller Referral Email Other

Description of business:

Business trade name: _____ Date business established: _____

Registered business name (if different from trade name): _____

Registered business street address: _____ Suburb: _____

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

Business Phone: _____ Business Fax: _____

Number of employees: _____

Billing address: (if different from registered business street address)

Business street address: _____ Suburb: _____

Region: _____ Postcode: _____

Shipping address: (attach list if more than one shipping address)

Business street address: _____ Suburb: _____

Region: _____ Postcode: _____

Which category best describes your company's business? (Please tick one)

Alternate cons. channels Computer superstore Cons. Electronics Corporate reseller
 Telecommunications Direct marketer Distributor Educational retailer
 Internet Service Provider Manufacturer OEM Office products store
 Mass merchant Software only Dealer Other _____
 VAR / Sys. consultant Warehouse club Exporter (what countries?) _____

If you are a VAR, which of the following best describes your company's reseller activities? (please tick one)

System integrator Application VAR Network integrator Other _____

If you are a involved with telecommunications, which of the following best describes your company's reseller activities? (please tick one)

*Please initial every page here x _____

Contractor Interconnect VAR Telephone company Other _____

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 \$3k \$3k-\$5k \$5k-\$10k \$10k-\$25k
 \$25k-\$50k \$50k-100k \$100k-\$200k \$200k+

Do you build your own PCs? 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 you percentage of purchases to be from the following sources? (total 100%)

Ingram Micro NZ _____% Renaissance _____% IT Wholesale _____% Express Data _____%
 Tech Pacific _____% Other sources _____% Other (specify) _____

What will your monthly purchase with Ingram Micro New Zealand be? \$ _____

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

Small to medium sized business (1-100 employees) _____% Home users _____% Education _____%
 Enterprise / large business (100 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

- Accounting
- Printing / publishing
- Construction
- Wholesale distribution
- Government
- Insurance
- Internet
- Digital video
- CAD / CAM
- Financial services
- Retail / POS

Software

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

Proprietary Vertical Market

- Computer telephony
- Document imaging
- Education
- Sales automation
- Healthcare
- Legal
- Data warehousing
- Video teleconferencing
- Remote access / mobile
- Manufacturing

Software

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

Total annual sales. What were your company's total gross sales last year? (please tick one)

Less than \$500k \$500k-\$1m \$1m-\$5m \$5m-\$10m
 \$10m-\$25m \$25m+

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

If Yes, through which company? _____

Contact names: (if same person please note)

Director: _____ email: _____

Manager: _____ email: _____

Technical: _____ email: _____

Sales: _____ email: _____

Marketing: _____ email: _____

Accounts: _____ email: _____

Purchasing: _____ email: _____

Who in your company should we set up as your Ingram Micro website coordinator? _____

*Please initial every page here x _____



Terms and conditions of trade:

Step 2. To be countersigned by both cash and credit account applicants.

1. General

“Ingram Micro” means Ingram Micro NZ Ltd. “Products” means the products and/or services supplied by Ingram Micro to the Customer. “Customer” means the company or entity purchasing the Products and includes the applicant submitting this Application for Credit.

2. Terms and Credit

Ingram Micro normal terms are cash on delivery. A credit facility may be available on application.

For those approved dealers who qualify for credit (i.e. those who have submitted this application for credit and personal guarantees attached thereto, and whose application has been approved by Ingram Micro), our terms are NET MAXIMUM 7 days from date of invoice.

Ingram Micro reserves the right at all times without notice and at its sole discretion to:

a) refuse to grant credit; b) suspend, withdraw or discontinue credit; c) require fresh application/personal guarantee(s) to be submitted; d) selectively withdraw any discount offerings; e) charge interest on any balance remaining outstanding after the due date at a rate equivalent to the prevailing bank interest rate on unsecured loans.

Credit limits are established by Ingram Micro and confirmed in writing at the time of opening a trading account. For the avoidance of doubt, the credit limits approved may not necessarily be the credit limits requested by the customer and the credit limits may be adjusted from time to time at Ingram Micro’s sole discretion.

3. Prices

The purchase price for the products is as per Ingram Micro quoted price, which is current at the time the Customer places the order for the Products.

Ingram Micro will use its best endeavours to keep its customers informed of the current prices for the Products and notify the customer of any changes or variations to its current price list. For the avoidance of doubt and notwithstanding anything to the contrary, Ingram Micro may alter its prices without prior notice.

4. Warranty

a) All Products purchased from Ingram Micro are covered by manufacturer’s warranty. Please refer to published price list for warranty details and the specified repair period for each Product.

b) Ingram Micro will provide warranty service only in respect to products supplied by Ingram Micro. Ingram Micro will not provide warranty service in respect of any products that were purchased from or supplied by sources other than Ingram Micro.

c) The customer cannot claim warranty service if the customer’s account with Ingram Micro is not cleared in accordance with credit terms approved by Ingram Micro. Ingram Micro reserves the right to withhold or refuse warranty service whilst the customer’s credit account is in arrears.

5. Orders

All purchase orders must clearly state the following:

Date, Company Name, Invoice Address, Delivery Address, Official Order Number, Method of Dispatch, Contact Name & Telephone Number, Product Code, Product Description, Quantity, Price as Quoted, Payment Method, GST amount. Orders not showing the above clearly may not be processed until verified.

6. Stock Items

All Products are subject to availability.

7. Freight and Insurance

All prices quoted in the published price list and on our website do not include freight, handling or insurance costs. These will show separately on official Ingram Micro invoices.

8. Product Returns

a) Product correctly supplied: Ingram Micro may, but is not obliged to, accept the return of any product that was ordered and correctly supplied. No Product will be accepted for return without obtaining prior written authorisation and shipping instructions from Ingram Micro. Freight, handling and insurance charges will be to the Customer’s account. Product approved for return to Ingram Micro must have a Return Authorisation Number (RA Number). Product returned without an

*Please initial every page here x _____

RA Number will be rejected and sent back to the Customer at the Customer's expense. Product approved for return must quote the RA Number and must be accompanied by a copy of the invoice. Product approved for return must not have any of the Customers' stickers or price stickers or damage to the packaging and Ingram Micro reserves the right to reject Product not conforming to this condition. For the avoidance of doubt, Product approved for return to Ingram Micro will not necessarily be credited with the full invoice value thereof but will be tested and evaluated by Ingram Micro and based on such test and evaluation Ingram Micro will determine the amount, if any, to be refunded to the Customer. The Customer will be required to pay to Ingram Micro, or Ingram Micro will deduct from any refund, a handling charge of 10% of the full purchase price (GST inclusive) of the Product approved for return to Ingram Micro.

b) Faulty Product or Product incorrectly delivered: If Product was delivered incorrectly or with defects or damage, the Customer must notify Ingram Micro in writing within three (3) days of receipt of the Product. The notification must quote the relevant invoice number and must include all the necessary details of the incorrect delivery, defect or damage. Should the Customer fail to notify Ingram Micro of any incorrect delivery or defect or damage within three (3) days of receipt of the Product the Customer shall be deemed to have received the Product in good order and condition and that the same had been delivered in accordance with the Customer's order.

9. Purchase Money Security Interest

The Customer confirms and agrees that in consideration of Ingram Micro extending credit or continuing to extend credit on the Products and any other products supplied by Ingram Micro pursuant to this agreement or other agreements (the continuation of such credit being in the sole discretion of Ingram Micro) and also to secure the performance and payment of any and all present and future obligations of the Customer to Ingram Micro, the Customer hereby grants, charges, transfers, assigns and conveys a purchase money security interest to Ingram Micro in and over the Products and any other products supplied by Ingram Micro pursuant to this agreement or other agreements together with all proceeds derived directly from the disposal of the Products and any other products supplied by Ingram Micro pursuant to this agreement or other agreements. The security interest created by this clause shall have priority over all other liens, encumbrances or security interests over the Products and any other products supplied by Ingram Micro pursuant to this agreement or other agreements. For the avoidance of doubt, the collateral which is subject to the security interest created or provided for by this clause are all the inventory supplied by Ingram Micro comprising only of the Products and any other products supplied by Ingram Micro pursuant to this agreement or other agreements that are owned by or in the possession of the Customer from the date of this agreement and at anytime thereafter or hereafter acquired by the Customer and includes all related accessories, all additions and accessions thereto, and substitutions and parts therefore, and all the proceeds derived from the sale thereof including trade-in machinery or equipment, cash, notes, chattel paper or goods. The Customer further confirms and agrees that the Customer will not exercise any right of set-off (whatsoever and howsoever arising) against Ingram Micro.

10. Trade Marks

Ingram Micro does not authorise any customer to use Ingram Micro or the manufacturer's trademarks names or associated materials. To use these trademarks, names and associated materials, prior written approval must be given by Ingram Micro or the relevant manufacturer.

11. Confidentiality

The customer will not disclose or permit the disclosure of any confidential information concerning the Products (including that contained in technical, service and spare parts manuals), pricing or Ingram Micro business affairs, and acknowledges that these are trade secrets and are commercially sensitive.

12. Entire Agreement

These conditions comprise the entire agreement between Ingram Micro and it's customers and supersedes all previous negotiations, agreements and commitments. Ingram Micro reserves the right to change these conditions at any time. Ingram Micro will inform the Customer of any change by giving the Customer written notice of such change at least 15 days before the change becomes effective. If, after the expiration of the period of 15 days, the Customer continues to use the credit facility approved hereunder, then the Customer shall be deemed to agree to the change. If the Customer does not agree to the change, then the Customer must notify Ingram Micro within the period of 15 days that the Customer does not agree to the change and the credit facility shall be cancelled forthwith.

13. Non-waiver

The waiver of one default will not constitute a waiver of any subsequent default of the same or different kind. Failure or delay in exercising any right will not be a waiver of that right.

14. Liability

Ingram Micro will not be liable for any loss, damage or injury to the Customer or to any other person or to the property of the Customer or any other person arising out of the use or possession of the Products.

15. Warranty

No warranty is expressed or implied as to the quality or fitness of the Products for any particular purpose or otherwise.

16. Disputed Accounts

Should a dispute ever arise regarding the Customer's account, all items not in dispute on the account shall be payable, without deduction or set-off in accordance with the terms and conditions contained in this document.

17. Governing Law

These conditions shall be interpreted and governed by the law of New Zealand.

18. Privacy Act

The Customer hereby authorises Ingram Micro to:

- a) obtain from a credit reporting agency a credit report concerning the Customer's credit information for the purpose of determining whether or not to supply the Products to the customer on credit or to collect unpaid accounts from the Customer;
- b) give to and seek from any credit providers (including the customer's bankers) information about the Customer's credit arrangements. The Customer acknowledges that this information may include any information about the Customer's creditworthiness, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act;
- c) report any overdue payments owing by the Customer to other credit providers or credit reporting agencies pursuant to the terms of the Privacy Act 1993;
- d) make credit enquires of any person, company or firm (including the Customer's bankers) with whom the Customer had or may have dealings with concerning the Customer's creditworthiness, credit history or credit capacity;
- e) provide any third party with credit information about the Customer when requested.

19. Costs

The Customer must pay to Ingram Micro, on a full indemnity basis, all costs, expenses and other charges incurred or expended by Ingram Micro in the recovery of the purchase price for the Products and any other products supplied pursuant to any other agreements, and in the enforcement of the purchase money security interest referred to in clause 9 above, including without limitation:

- a) all legal costs; b) costs of inspection of the inventory referred to in clause 9 above.

20. Costs to be charged to collateral

All costs payable by the Customer pursuant to clause 19 above are a charge on the collateral referred to in clause 9 above.

I/We the applicant for cash or credit account hereby declare that the information given in this application is true and correct. Further, I/we declare, I/we have read and understood the terms and conditions of trade (and in particular Clause 9) set out in Section B of this application and agree:

a) that this application for cash account or credit account and agreement on the terms and conditions of trade shall constitute the contract between Ingram Micro and the Customer in respect of the supply of the Products and any other products; and that

b) this application for cash account or credit account and agreement on Terms and Conditions of Trade shall constitute a security agreement for the purposes of the Personal Property Securities Act 1999.

In the case of a company under the companies act two directors must sign. If you are a sole trader, partnership or group of individuals this is to be signed by all individuals within the entity:

1. Name of applicant: _____ Signature _____ Date: _____

2. Name of applicant: _____ Signature _____ Date: _____

3. Name of applicant: _____ Signature _____ Date: _____

4. Name of applicant: _____ Signature _____ Date: _____

*Please initial every page here x _____



Credit application:

Step 3. To be completed by credit account applicants only.

Total estimated monthly purchases from Ingram Micro New Zealand \$ _____
 Amount of credit requested \$ _____

Trade references: (compulsory)

1. Name of company: _____ Contact: _____
 Address: _____ Phone: _____ Fax: _____
2. Name of company: _____ Contact: _____
 Address: _____ Phone: _____ Fax: _____
3. Name of company: _____ Contact: _____
 Address: _____ Phone: _____ Fax: _____
4. Name of company: _____ Contact: _____
 Address: _____ Phone: _____ Fax: _____

Ingram Micro New Zealand Ltd. reserves the right to terminate without cause the customer's right to purchase product and services on credit or to vary the credit terms in respect of the customer. **The customer** consents to Ingram Micro New Zealand Ltd. 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 New Zealand Ltd. 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 New Zealand Ltd. of any change in ownership or address of its business as set forth herein by certified mail to Ingram Micro New Zealand, 15A Vestey Drive, Mt Wellington, Auckland.

Please note:

Ingram Micro's normal credit terms are net maximum 7 days from date of invoice. This credit application will not be valid unless countersigned by Ingram Micro New Zealand. Ingram Micro products are supplied subject to our terms and conditions of trade.

*Please initial every page here x _____



Deed of guarantee and indemnity:

Step 4. To be completed by credit account applicants guarantor(s) only.

Personal guarantee

Given by:

_____ Guarantor

_____ Guarantor

_____ Guarantor

in favour of INGRAM MICRO NZ LTD

In consideration of Ingram Micro NZ Ltd agreeing at the request of the Guarantor(s) to supply goods and/or services on credit from time to time to _____ ("the Customer") the Guarantor(s) unconditionally guarantee to Ingram Micro NZ Ltd the due and punctual payment of all moneys owing by the Customer to Ingram Micro NZ Ltd, and the Guarantor(s) agree and declare THAT :

a) Whenever any default has been made by the Customer in payment of any moneys owing to Ingram Micro NZ Ltd, the Guarantor(s) shall pay such moneys to Ingram Micro NZ Ltd within seven (7) days upon receiving written notice of outstanding unpaid/matured/due invoices for the goods and/or services supplied to the Customer.(b) This guarantee is a continuing guarantee and will remain in force and effect until all moneys owing by the Customer to Ingram Micro NZ Ltd are paid in full, and Ingram Micro NZ Ltd provides a formal letter to the Guarantor(s) releasing the Guarantor(s) of his or her obligations.

c) Although as between the Guarantor(s) and the Customer, the Guarantor(s) may be a surety only, as between the Guarantor(s) and Ingram Micro NZ Ltd, the Guarantor(s) shall be liable as a principal debtor(s) and may be so treated in every respect by Ingram Micro NZ Ltd.

d) Ingram Micro NZ Ltd may at any time in its absolute discretion and without giving any notice whatsoever to the Guarantor:

- a) refuse to supply further goods and/or services to the Customer, or
- b) grant to the Customer any time or other indulgence; or
- c) increase the amount of credit available to the Customer in respect of goods and/or services to be supplied to the Customer, without discharging or impairing the Guarantor's liability under this Guarantee.

The Guarantor(s) will as far as possible perform or procure the performance of all other obligations of the Customer to Ingram Micro NZ Ltd which are not performed by the Customer. This guarantee shall be a continuing guarantee for the whole of the indebtedness that shall have been and/or shall be contracted by the Customer with Ingram Micro NZ Ltd.

This guarantee shall be enforceable against any party who has executed this guarantee notwithstanding the non-execution by any other party, whether or not such other person is named in this guarantee. For the avoidance of doubt, and notwithstanding anything in this guarantee to the contrary including any alteration or addition to this guarantee and the jurat, this is a personal guarantee of the person executing this guarantee.

If, for any reason whatsoever, any monies (including interests) guaranteed hereunder are not recoverable from the Guarantor on the basis of a guarantee, the Guarantor indemnifies Ingram Micro NZ Ltd for all the monies (including interests) that Ingram Micro NZ Ltd would otherwise have recovered. This indemnity is a separate and independent stipulation.

IN WITNESS WHEREOF, the Guarantor(s) hereto execute these presents on the day and year herein written.

Dated this _____ day of _____ 20_____

*Please initial every page here x _____

Executed as a Deed:

Name:

Signature:

In the presence of:

Name:

Signature:



Approval of credit limit:

Step 5. To be completed by Ingram Micro New Zealand only.

Application for credit: Accepted Rejected

Credit limit approved: \$_____

Commencement date of credit: ____/____/____

x_____

____/____/____

Managing Director / Financial Controller
Ingram Micro New Zealand Limited

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