

Application Form

- Trade Application
- Channel Partner Program Application (must complete page 3)
- Value Added Reseller Discount Program (must complete page 3)

Company Details

Company Name:

Trading As:

ABN:

ACN:

Years in Business:

Sole Trader Partnership Registered Company Not for Profit (reg. no _____)

Postal Address:

Postcode:

Delivery Address:

Postcode:

Phone: ()

Fax: ()

Email:

Type of Business: (Please tick the box below)

Distributor Retailer ISP (Internet Service Provider) Online Business
 Wholesaler SI (System Integrator) Government department Others _____

Contacts (three required)

1) Name:

Designation/ Title:

Phone: ()

Mobile:

Email:

2) Name:

Designation/ Title:

Phone: ()

Mobile:

Email:

3) Name:

Designation/ Title:

Phone: ()

Mobile:

Email:

Trade References This section must be completed

1) Company Name:

Address:

Contact person:

Designation/ Title:

Phone: ()

Fax: ()

Email:

Trade References This section must be completed

2) Company Name:

Address:

Contact person:

Designation/ Title:

Phone: ()

Fax: ()

Email:

3) Company Name:

Address:

Contact person:

Designation/ Title:

Phone: ()

Fax: ()

Email:

Customers & Markets Please tick the box below**Target Customers:**

- End user/Home Office SMB (Small-to-Medium Business) Large Business (1000+ Employees)
 SI (System Integrator) ISP (Internet Service Provider) Government / Public Sectors
 Online Shop Other _____

Do you have any Vertical Market specialties?

- Federal Government State/Local Government Higher Education Lower Education
 Construction/Real Estate Telecommunications Entertainment/ Publishing Manufacturing
 Retail Healthcare Hospitality Insurance/Legal Other _____

Brands & Products Please tick the box below**Competitive Brands Carried:**

- D-Link Netgear Linksys Cisco TP-Link Billion
 HP 3Com Belkin Netcomm Other _____

Are you interested in.....

- Unmanaged & WebSmart Switch Layer 2 Managed Switch Layer 3 Managed Switch
 Switch Chassis Indoor Wireless LAN Outdoor Wireless LAN Broadband Appliance
 VDSL Solution Voice Solution 10G Solutions 3G Mobile Network IP Surveillance
 Network Access Controller & Hotspot Gateway Security & Load Balance Appliance
 Power Over Ethernet Network Storage DSL CPE Accessories WIFI Antenna & Accessory

Banking Details

Bank Name:

Branch:

Account Name:

BSB:

Account number:

Please provide us with one of the following:

- Last Tax Return of your company
- Budget forecast in the coming year
- Financial report for the previous year

Director's Signature

1) Name:

Date of Birth:

Residential Address:

Driver Licence Number:

Expiry Date:

Signature:

Date: ____/____/____

2) Name:

Date of Birth:

Residential Address:

Driver Licence Number:

Expiry Date:

Signature:

Date: ____/____/____

3) Name:

Date of Birth:

Residential Address:

Driver Licence Number:

Expiry Date:

Signature:

Date: ____/____/____

Internal Office Use Only

Sales person: _____ Signature: _____ Date: ____/____/____

Approved by: _____ Signature: _____ Date: ____/____/____

Credit Limit: _____

This application is not complete until you sign and return the original hardcopy to ENDY AUSTRALIA by mail.

1. Definition

“ENDY” means Weithlee Pty Ltd trading as ENDY AUSTRALIA selling products to the customer as identified in ENDY’s Quotation or Invoice.

“Customer” means the person or legal entity identified in ENDY’s Quotation or Invoice.

2. ORDERS, PRICE AND PAYMENT

2.1 Unless credit terms have been expressly agreed by ENDY, payment for the products or services shall be made in full before physical delivery of products or services.

2.2 Customer shall pay for all shipping and handling charges. Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

2.3 Payment terms are within ENDY’s sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. If Customer does not meet the deadline for payment or if payment is deferred, ENDY reserves the right to charge interest at the rate of 5% above the base commercial floating rate for National Australia Bank in Brisbane, starting from the original deadline for a payment.

2. Information Disclaimer

For all prices, products and offers, ENDY reserves the right to make adjustments without notice due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

3. Delivery

3.1 ENDY shall deliver the products to the place of delivery designated by Customer and agreed to by ENDY (“Place of Delivery”).

3.2 Any dates quoted by ENDY for the delivery of the products are approximate only and shall not form part of the Contract. ENDY shall not be liable for any delay in delivery of the products and/or services, howsoever caused.

4. Return Policy

4.1 ENDY does not offer any refunds under any circumstances. Customer shall contact the original point-of-purchase for their return/refund policy.

4.2 Products may not be returned without prior approval. Customer must complete the ENDY’s RA Form submitted with the product and if requested provide proof of purchase of the product.

4.3 Acceptance of returned products is at ENDY’s sole discretion. All returns will only be accepted with a Return Authorization (RA) number offered by ENDY’s technician. The RA number is strictly valid for a period of 30 days from the day of issue.

4.4 Where products returned are in their original condition, a service fee of AUD\$50 will be incurred.

5. Warranty

5.1 All products sold by ENDY are third party products and are subject to the warranties and representations of the applicable manufacturers. ENDY provides Limited Warranty for its product only to the person or entity that originally purchased the product from ENDY or its authorized reseller in Australia.

5.2 ENDY warrants its products to be free from defects in workmanship and materials under normal use for the period set forth below (“Warranty Period”) applicable to the corresponding product brand from invoice date.

Brand name	Warranty Period
SMC Australia	3 years (with first year replacement)
EnGenius	1 year
BandRich	1 year
Handlink	1 year
Fiber Logic	1 year
Zyxel	2 year

5.3 What Is Not Covered: This limited warranty provided by ENDY does not cover: Products, if in ENDY’s judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the product for repair, and shipping costs; Operational adjustments covered in the operating manual for the product, and normal maintenance; Damage that occurs in shipment, due to act of God, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other products or services provided by anyone other than ENDY; Software programs, batteries, cables or other accessories supplied in or with the products; Products that have been purchased from inventory clearance or liquidation sales or other sales in which ENDY, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product. Repair by anyone other than ENDY will void this Warranty.

5.4 During the “Warranty Period” beginning on the invoice date, ENDY will repair or replace the defective products returned to applicable manufactures. Customer must prepay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. ENDY will ship the repaired or replacement products to customer freight prepaid.

6. Liability

6.1 ENDY shall not be liable in contract or in tort for any loss or damage suffered and consumer’s rights are limited to those set out in these Terms and Conditions and under statute.

6.2 To the extent permitted by law, ENDY’s total liability herein in respect of each event or series of connected events shall not exceed the total price paid for the purchase of products and/or services under these Terms and Conditions.

6.4 To the extent permitted by law, ENDY and Customer agree that ENDY will not be liable for Products not being available for use, or for data which is lost, corrupted, deleted or altered. ENDY shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services, even if ENDY has been advised of their possibility.

6.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by ENDY shall be subject to correction without any liability on the part of ENDY.

7. Force Majeure

Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party, and such party shall be entitled a reasonable extension of time for the performance of such obligations.

8. Governing Law

These Terms and Conditions shall be governed by and constructed in accordance with the laws of New South Wales, Australia and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.

I/We accept and agree to comply with the above Terms and Conditions of Sales.

Signature: _____ Date: _____

Full Name: _____ Title: _____

By participating in the ENDY AUSTRALIA (“ENDY”) Channel Partner Program (“Program”), the company or entity submitting the Channel Partner Program application (“you”) agrees to be bound by all of the Terms and Conditions below (“Agreement”).

1. ELIGIBILITY

Throughout your participation in the Program, you (a) must possess a current government issued reseller tax identification number; (b) maintain a valid account with ENDY and in compliance with any applicable agreement with ENDY currently in place, such as a signed written Channel Partner Program Agreement, ENDY’s Terms and Conditions of Sale.

2. CONFIDENTIALITY

The term “ENDY Confidential Information” means any information related to the Program. You will keep all ENDY Confidential Information strictly confidential for a period of three years after the termination of this Agreement or any related agreement with ENDY. You may not disclose ENDY Confidential Information to any third party without ENDY’s prior written consent. You may share ENDY Confidential Information with only your employees who have a need to know and who are subject to legally binding obligations to keep such information confidential. If you are required by a government body or court of law to disclose any ENDY Confidential Information, you agree to give ENDY reasonable advance notice so that ENDY may contest the disclosure or seek a protective order.

3. ADMINISTRATION

At any time ENDY may audit your compliance with the Program or verify any reports or claims you submitted. ENDY may deny a claim that it believes, in its sole discretion, does not conform to Program rules, which include this Agreement. ENDY may, without prior notice, immediately suspend or terminate your participation in the Program if you submit inaccurate, incomplete, or fraudulent claims or information or if you engage in activities that may cause damage, embarrassment or adverse publicity to ENDY. ENDY’s records and systems shall be authoritative and conclusive for purposes of determining your eligibility and Program benefits and for performing any computation under the Program. ENDY reserves the right to interpret the rules of the Program in its sole discretion. All decisions made by ENDY are final.

4. COMPLIANCE

You agree you will comply with all applicable national, provincial and local laws, rules and regulations governing your participation in the Program.

5. WARRANTY DISCLAIMER

ENDY MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PROGRAM (INCLUDING ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE PROGRAM), EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU UNDERSTAND THAT THE PROGRAM DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS.

6. INDEMNIFICATION

To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless ENDY and its subsidiaries, affiliates, parents, successors, and assigns, from any claim, demand, cause of action, debt, or liability (including reasonable attorney fees, expenses, and court costs) arising from (i) your breach of this Agreement or (ii) your conduct related to the Program.

7. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PROGRAM IS STRICTLY VOLUNTARY AND THAT YOUR PARTICIPATION HAS NOT BEEN REQUIRED BY ENDY AS A CONDITION OF PURCHASING PRODUCTS OR SERVICES FROM ENDY. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT THE PROGRAM OR ANY BREACH OF THESE TERMS AND CONDITIONS BY ENDY IS WITHDRAWAL FROM PARTICIPATION IN THE PROGRAM.

IN NO EVENT SHALL ENDY BE LIABLE FOR ANY LOST PROFITS OR LOSS OF BUSINESS, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN ADDITION, ENDY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES, WHETHER ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT, CONTRACT, OR OTHER THEORIES, AND WHETHER ENDY KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS, THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

8. DISPUTE RESOLUTION

Any dispute arising in connection with these terms and conditions shall to the extent possible be settled through friendly consultations between the parties. If the dispute cannot be settled through consultations, either party may refer the dispute to the jurisdiction of the Courts of New South Wales to resolve the dispute through litigation.

9. MODIFICATIONS

ENDY reserves the right to modify the Program, including the eligibility requirements and benefits and this Agreement, at any time without prior notice. When changes are made, ENDY may notify you of the changes via email or newsletter. If any modification is unacceptable to you, your sole recourse is to terminate your participation in the Program. If you continue to participate in the Program, such participation will constitute your binding acceptance of the changes and your consideration supporting any such modification. No oral modifications are permitted under this Agreement and you agree not to rely upon any oral representations made at any time.

10. TERMINATION

You may withdraw from the Program at any time by notifying ENDY in writing. ENDY may suspend or terminate your participation in the Program, in whole or in part, without prior written notice, for any breach of this Agreement or for any attempt to impair the integrity of the Program as determined by ENDY – in such event, ENDY is not obligated to provide any benefits related to or arising from the cause of such suspension or termination. In addition, ENDY, in its sole discretion, may at any time terminate the Program in whole or in part, for all participants, or for you alone, with or without cause, without prior written notice. All provisions that by their nature are intended to survive the termination shall survive. Each party accepts the risk of termination by the other. On termination, neither party will have any claim against the other for the investment it may have made in the relationship established under this Agreement or in anticipation of the sales and other revenue to be gained because of it.

11. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales.

I/We accept and agree to comply with the above Channel Partner Program Terms and Conditions.

Signature: _____ Date: _____

Full Name: _____ Title: _____