

Trade Application Form

Please select one of the following:

- Trade Information & Quotation Enquiries** (Complete ONLY Pages 1, 2 & 4)
 'Reseller Partner Program' Application (Complete ALL Pages)
 'Value-Added Reseller Discount' Program Application (Complete ALL Pages)

COMPANY DETAILS [please PRINT clearly]

Business Name:

Trading As:

ABN:

ACN:

Billing Address:

Suburb:

Postcode:

Shipping Address:

Suburb:

Postcode:

Preferred Shipping Method: (please tick the box below)

- Courier Please TNT Road Express StarTrack Australian Post
 Other _____

Company Phone:

Fax:

Company Email:

Company Website: http://

What type of Business is your company? (please tick the box below)

- Distributer Reseller Retailer
 ISP (Internet Service Provider) Online Business Wholesaler
 SI (Systems Integrator) Government Department Others _____

CONTACT DETAILS (please PRINT clearly)

Director/Owner:

Phone:

Direct Email:

Contact Person:

Phone:

Direct Email:

Accounts:

Phone:

Direct Email:

RELATED CERTIFICATIONS LEVEL (please ✓ tick the box below)

What kind of Certification Level does your company have to use our products?

- CCENT CCNA Routing and Switching CCNA Wireless CCT Routing and Switching
 None CCNP Routing and Switching CCNP Wireless CCT Data Centre
 CCIE Routing and Switching CCIE Wireless Other: _____

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TRADE REFERENCES (If Self-Employed, provide at least one reference)

Company Name:

Address:

Contact Person:

Phone:

Email:

Company Name:

Address:

Contact Person:

Phone:

Email:

TARGET 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/Lower Education
 Insurance/Legal
 Hospitality
 Telecommunications
 Entertainment/Publishing
 Manufacturing
 Retail
 Construction/Real Estate
 Healthcare
 Other _____

BRANDS AND PRODUCTS (please ✓ tick the box below)

Competitive Brands Carried:

- Aruba
 Belkin
 Billion
 Cisco
 D-Link
 Fortinet
 HP
 Linksys
 Meraki
 Netcomm
 Netgear
 Ruckus
 TP-Link
 Ubiquiti
 Xirrus
 Other
 Other
 Other

Interested Products:

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

Do you wish to receive our e-newsletters on product updates. Email: _____

Do you wish to receive our promotions via email. Email: _____

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NOTE: This page is only for 'Reseller Partner Program' or 'Value Added Reseller Discount Program' Applicants. For more information about the programs, please contact info@endy.com.au.

COMPANY BANKING DETAILS (please PRINT clearly)

Bank Name:

Account Name:

BSB:

Account number:

Please provide us with one of the following documents:

(attach documents when submitting form)

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

TERMS AND CONDITIONS OF CREDIT

Please read these terms and conditions of credit carefully. These terms and conditions may have changed since your last visit to this site. By using this site, you indicate your acceptance of these terms and conditions. If you do not accept these terms and conditions, then do not use this site.

The Applicant

These Terms and Conditions of Credit (Terms) apply to the establishment, operation and use of the Applicant's credit account with Weithlee Pty Ltd ABN 69 125 684 157 (ENDY Australia), acceptance of which is evidenced by the Applicant's execution of the New Customer Credit Account Application Form (Application)

1. The Applicant warrants that the information provided in the Application is accurate, correct and complete and is supplied for the purposes of obtaining credit.
2. The person/s signing the Application warrants that he/she is duly authorised by the Applicant to apply for credit and execute this Application on their behalf.
3. The Applicant agrees that it is not entitled to any credit facilities until it receives notice in writing from Weithlee Pty Ltd ABN 69 125 684 157 ("ENDY Australia") stating that credit facilities have been given and confirming the terms and conditions upon which such credit facilities are given. Until the Applicant receives such notice, any products and/or services that are supplied by ENDY Australia to the Applicant will be on the basis of payment up front.
4. The parties agree that, if prior to formally approving credit, ENDY Australia grants to the Applicant time to pay for any products and/or services supplied, it does so on these Terms.
5. In the event of ENDY Australia granting credit facilities to the Applicant then:
 - a) All accounts are to be settled in full within the agreed trading terms noted on the ENDY Australia statement and/or invoice. Credit facilities may only continue if payment is maintained in accordance with those agreed trading terms.
 - b) Any reasonable expense and/or costs or disbursements incurred by ENDY Australia in recovering any outstanding monies including debt Collection agency fees and legal costs shall be paid by the Applicant.
 - c) It is expressly understood and agreed that this credit arrangement may be terminated at any time by ENDY Australia. In that event, all monies owing to ENDY Australia will be immediately due and payable.
 - d) ENDY Australia may at any stage during the continuance of the credit arrangement impose as a condition precedent to the grant of further credit that the Applicant give such security or additional security or information as ENDY Australia shall in its discretion think fit and in a form acceptable to ENDY Australia. ENDY Australia shall be entitled to withhold supply of goods or further credit until such security or additional security is obtained

ENDY Office Use Only

Approved Payment Term: _____ of days

Credit Limit: \$ _____

Approved by: _____

Signature: _____

Date: ____/____/____

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TERMS AND CONDITIONS OF SALES

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.

2.4 Returned Payments: If your check payments do not process due to insufficient funds, or for any reason a payment is rejected a fee of \$60 will be assessed. You may also incur an administrative fee of \$50.

3. 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.

4. Delivery

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

4.2 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.

5. Return Policy

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

5.2 Products may not be returned without prior approval. Customer must first obtain a Return Authorization (RA) number offered by ENDY’s technician and then complete the ENDY’s RA Form submitted with the product, and if requested, provide proof of purchase of the product.

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

5.4 Returned products must be pre-paid, packed and shipped in accordance with the foregoing requirements.

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

6. Warranty

6.1 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.

6.2 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.

Commercial – In - Confidence

Brand name	Warranty Period
SMC Australia	3 years (with first year replacement)
EnGenius	2 years
Edge-Core	3 years
4ipnet	1 year (optional warranty extended)
ZyXEL	1 year
BandLuxe	1 year
PheeNet	Please contact your sales representative
Micronet	Please contact your sales representative

6.3 During the “Warranty Period” beginning on the invoice date, ENDY will repair or replace the defective products returned to applicable manufacturers. 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.

6.4 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.

7. Liability

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8. 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.

9. 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 Sale.

Signature

Full Name in Print

Position

Date