

Reseller Application

Sektor Pty Ltd ABN No: 74 297 651 095

Unit 2, Building A, 2 Unwin Street (corner of Colquhoun St), Rosehill, NSW 2142, Australia.
Ph: 02 9947 1555 Ph: 1300 773 5867 www.sektor.com.au

CUSTOMER DETAILS Legal Name (Customer)
Trading Name

ABN No.	ACN No.		
Tick one:			
Company	Sole Trader	Partnership	Trust

BILLING ADDRESS PO Box/Street	
Suburb	
State	P/Code

PHYSICAL ADDRESS Street	
Suburb	
State	P/Code

ACCOUNTS DETAILS Contact Name	
Phone	Mob
Email	

WEB ADMIN DETAILS <small>Required for access to Sektor's product info, online ordering and Invoices/Statements</small> Contact Name	
Phone	Mob
Email	

SALES DETAILS Contact Name	
Phone	Mob
Email	

(A) NATURE OF BUSINESS / (B) OTHER INSTRUCTIONS/COMMENTS:
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IMPORTANT CONTACTS Accountant	Phone
Solicitor	Phone
Bank	Phone

TRADE REFERENCES <small>(References to be in excess of \$2,000 expenditure per month. No utility companies.)</small>		
Company 1	Contact	Email
Company 2	Contact	Email
Company 3	Contact	Email

DIRECTORS/PARTNERS/PRINCIPALS Name	
Position	
Private Address	
After Hours Phone	Mob

DIRECTORS/PARTNERS/PRINCIPALS Name	
Position	
Private Address	
After Hours Phone	Mob


Product Group(s) Consumables CyberSecurity Digital Signage Ergonomics Healthcare Memory Mobility Networking P.O.S Security

that you currently sell: _____
that you intend to sell: _____

I certify that I am authorised to sign this document as an authorised officer of the Customer, that the information provided in this application is true and correct and that the primary purpose of this application is for sourcing the Company's products for re-sale and not for internal use or consumption by the Customer or related party. The Customer must promptly inform the Company if there are any material changes to any of the information stated in this application. I authorise any person or company to give information as may be required in response to credit inquiries by the Company. I certify that I have read and understood these Terms and Conditions of Sale for the Company which form part of and are intended to be read in conjunction with this application and agree that these Terms and Conditions of Sale shall apply to all transactions between the Customer and the Company.

Signed:)	Full Name:	Date:
)	Position:	(Proprietor/Partner/Director/Authorised Signatory)

Office Use Only (Print name in block letters)	Cash/Credit Limit: \$	Credit Check (Y/N):	v A220312 Page 1 of 5
Salesperson:	CRM:	Approved:	Admin:
Date:	Date:	Date:	Account No:



1. General

The supply of Goods under an order accepted by Sektor Pty Ltd (ABN 74 297 651 095, or its affiliates (**Company**)) to the Customer will be subject to these Terms and Conditions of Sale.

No variation or modification of, or substitution for these Terms and Conditions of Sale (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless previously and specifically accepted by the Company in writing. Acceptance of these trading terms does not necessarily imply access to all the Company's Goods. Certain Goods are classified as 'Authorised Goods' and are not available to all the Company's customers.

The Company may make changes to these Terms and Conditions of Sale (including any credit terms) from time to time by notice in writing to the Customer. The Customer is treated as having accepted the changed terms if it sends an order to the Company after receiving notice of those changes.

2. Prices

Unless otherwise agreed in writing by the Company, the Company reserves the right to vary the price stated for the Goods including to take account of any increase in shipping costs, product costs or cost of materials, services or exchange rate fluctuations at the time of acceptance of the Customer's 'Purchase Order'. All prices listed are GST exclusive unless otherwise stated. To be clear, the prices may be varied without notice.

The Company reserves the right to accept or reject any Purchase Order, whether written or verbal, at its discretion. However, if the Purchase order is accepted, the Company will not vary the Prices without the Customer's prior written consent.

3. Payment

Payment for Goods must be made prior to delivery, except as set out below. Payment may be made by direct debit, or credit card (payments accepted by MasterCard or Visa will incur a 2.5% transaction fee).

Credit terms may be offered to an approved Customer if a satisfactory trading history between the Company and the Customer has been established (determined by the Company in its sole discretion). If credit is extended to a Customer, the Company may reduce or withdraw any credit extended to the Customer and require it to immediately pay all moneys owed to the Company if the Customer: (i) breaches any of these Terms and Conditions of Sale; or (ii) in the Company's reasonable opinion, may or is suffering from an insolvency event, is or is likely to be unable to pay its debts as they fall due, has had a receiver or liquidator appointed, or may or is undergoing any analogous event.

The acceptance by the Company of any negotiable instrument shall not constitute payment unless and until the same has been honoured.

Without prejudice to any other rights of the Company, unless payment is made to the Company on or before the due date for payment, the Customer's account will be automatically suspended until payment is made in full (unless payment is otherwise arranged and confirmed in writing by the Company such as a bona fide dispute). The Customer agrees to pay interest to the Company on all overdue charges at the rate of 1.5% per month payable monthly (or such lesser rate as the Company may specify in writing) from the due date for payment until actual payment occurs, except for any amount subject to a bona fide dispute.

If an account is not paid by the due date, the Customer must pay to the Company all debt collection agency costs and legal fees incurred by the Company in obtaining payment of the amount from the Customer. In addition, interest will be payable on such debt collection agency costs and legal fees at the cumulative rate of 1.5% per month calculated monthly from the date on which they are paid by the Company until payment of the same by the Customer to the Company. All payments must be made in Australian Dollars unless otherwise agreed in writing between us.

Except as otherwise described in these Terms and Conditions of Sale, the Customer must pay all amounts under these Terms and Conditions of Sale in full without any deduction or withholding, except as required by law. The Customer must not assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount, in whole or in part.

The Customer warrants that as far as it is aware, its shareholders, controllers, owners and affiliates are solvent and able to pay their debts as they fall due.

4. Assignment

An order and any payments to be made in relation to it shall not be assigned or transferred without the prior written approval of the Company, which shall not be unreasonably withheld or delayed.

5. Delivery

Delivery will be made to the location specified on the order form. The Customer shall be liable for all freight costs. The Company may make delivery of the Goods in instalments. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

If Goods are damaged in transit to the Customer or not all Goods ordered are delivered, the Customer must promptly notify the Company and the relevant carrier and provide a second written notification including a detailed and complete claim within 2 working days of delivery. If Goods are lost or destroyed in transit, the Customer must (i) notify the Company and the relevant carrier within 7 days of the date of consignment as notified by the Company to the Customer or (ii) where the carrier's tracking notification states a delay in delivery, the Customer must notify the Company within 7 days of the carrier's revised delivery date. For tracking purposes, the Customer will receive the invoice for the delivery prior to the shipment being received by the Customer.

Unless the Customer notifies the Company and the carrier as required by this clause (including within the required timeframes), the Company will have no responsibility to investigate or remedy any issue related to the delivery of Goods.

Any period or dates quoted for delivery are to be regarded as approximate only and the Company accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of Goods. Undue delay caused by any circumstance beyond the Company's control shall not entitle the Customer to cancel any order or to refuse to accept delivery, unless notified by the Customer and accepted by the Company in writing.

When the Company is required to procure overseas Goods to fulfil an order, the order is subject to confirmation by the Company to the Customer, and may also be subject to an import licence being available if and when required.

The Customer must provide reasonable access to the point of delivery for offloading of the Goods without delay. Unless otherwise agreed, the Customer is responsible for (at the Customer's expense) providing labour or necessary equipment to ensure the Goods can be offloaded safely.

If the Customer does not take delivery of the Goods, the Company may, at its discretion and without prejudice to any other rights: (i) store or arrange for the storage of the Goods and charge Customer for all associated costs and expenses including transportation, storage and insurance; and (ii) make arrangements for the redelivery of the Goods and will charge Customer for the costs of such redelivery; and (iii) after 10 business days, resell or otherwise dispose of part or all of the Goods and charge Customer for any shortfall below the price of the Goods.

6. Force Majeure

The Company will not be liable for any failure or delay in performing its obligations under these Terms and Conditions of Sale where such failure or delay results from any cause whatsoever beyond the Company's control, including an Act of God, war, terrorism, strike, riots, government intervention, Coronavirus, Covid-19, industrial stoppage or natural disaster or otherwise (**Force Majeure Event**). If a Force Majeure occurs, the Company may by written notice cancel or suspend the order without incurring any liability to the Customer.

7. Insurance

The Company will insure Goods whilst in transit from the Company's premises to the delivery address. The Customer is responsible for insuring Goods once those Goods have been delivered to the Customer's delivery address, except where those Goods are Evaluation Goods.

8. Cancellation of Order

Once an order has been accepted, dispatched and invoiced by the Company it may not be cancelled by the Customer for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer will: (i) return the Goods to the Company (at the Customer's cost) in original unmarked packaging and including all original documentation and accessories; and (ii) ensure that the Goods are insured in transit.

Any order cancelled by the Customer will incur a re-stocking fee of a minimum of \$30.00, or 15% of the invoiced value of the Goods, whichever is greater.

If the Customer places a special order or an indent order for Goods that are of a special nature or quantity, the Customer will be deemed to have invited the Company to allocate or order the Goods or additional production time for its fulfilment. Such orders are irrevocable and cannot be cancelled – unless otherwise agreed by the Company in writing.

9. Returns

Before returning any Goods, the Customer must request, and the Company must have issued, a Return Merchandise Authorisation (**RMA**). Goods will not be accepted, credited or replaced without the RMA number stated on the returned Goods. Consumable items are not eligible for credit or return unless otherwise agreed by the Company in writing. Unauthorised returns will be shipped back to sender at the Customer's expense (a handling fee may also apply).

The Customer may return authorised Goods using the shipping method of its choice and at the Customer's cost. The Company recommends that the Customer insures the return shipment, as the Company has no responsibility or liability for damaged or lost shipments. Used or otherwise altered Goods not in new condition are not eligible for credit or replacement. All returns must be received within 45 days of the original order or a credit cannot be issued. Upon receipt of the returned Goods, the Company will inspect them, return them to inventory if in new unused condition and issue the Customer with the credit to the bank account or credit card number advised by the Customer according to the Company's conditions of the cancellation of order.

10. Ownership

Risk in Goods supplied by the Company to a Customer pass to the Customer on delivery to the Customer or into custody on the Customer's behalf. Title in Goods supplied by the Company passes to the Customer when the Customer has discharged all outstanding indebtedness to the Company in respect of all Goods.

The following applies to any Goods delivered to the Customer, to which it does not have title, including for the avoidance of doubt Evaluation Goods (**Retained Goods**):

- a. Until payment of all outstanding indebtedness for all Goods has been made to the Company, the Customer acknowledges and agrees that: (i) it holds Retained Goods as fiduciary and bailee agent for the Company; (ii) it will store, at all times, the Retained Goods separately from its or any third party's goods so that they remain identifiable; (iii) it will not encumber or allow any charge or security interest over the Retained Goods; (iv) it will insure the Retained Goods; and (v) the Company is permitted to enter into the Customer's premises without prior notice to inspect and/or repossess the Retained Goods, and to keep or resell any of the Retained Goods repossessed.
- b. If the Customer manufactures, intermingles or deals with the Retained Goods in such a manner that they become an integral part of any other object (**Processed Goods**) then the Customer holds these Processed Goods on trust for the Company until payment in full of such indebtedness for all Goods has been made to the Company.
- c. Unless otherwise directed by the Company, the Customer may, on behalf of the Company, sell the Retained Goods and Processed Goods to a third party in the normal course of trade. The Customer is accountable to the Company for the proceeds derived from the sale of Retained Goods and Processed Goods. The Customer shall hold such proceeds in trust for the Company in a separately identifiable account for the Company's benefit and must submit the proceeds to the Company when due, or until such time as all outstanding indebtedness for Goods has been repaid by the Customer.
- d. The Customer must maintain separate records in relation to the Retained Goods and Processed Goods, and make these records, Retained Goods, and Processed Goods available for the Company's inspection at any time on reasonable notice to the Customer.

Sub clauses a, b, c and d do not apply to fully prepaid transactions.

11. Evaluation Goods

The Company may make evaluation goods available to the Customer from time to time, to allow the Customer to evaluate product features and benefits prior to purchasing (**Evaluation Goods**). All Evaluation Goods shipped to the Customer will be brand new in unopened factory condition and either wrapped or shipped in an outer carton. Insurance of the Evaluation Goods is covered by the Company whilst in the care of the Customer. Goods are to be returned to the Company within 7 working days unless purchased prior.

The Customer must not: (i) leave Evaluation Goods (or allow them to be left) in the possession or control of the Customer's customer (**End User**); or (ii) further install (or allow to be installed) the Evaluation Goods on trial, in each case unless specifically agreed to in writing by the Company. Where it has been agreed by the Company in writing for the Customer to leave Goods in the control of the End User, the Customer must ensure that it (or the End User) insures the Evaluation Goods for full replacement value and in accordance with best industry practice.

Returned Evaluation Goods are to be shipped freight and insurance paid by the Customer, either outer wrapped or packaged to preserve the original factory packaging condition. Any missing, marked or damaged packaging, product, manuals or accessories, will be charged to the Customer in full on return. Evaluation Goods not returned according to these conditions will be charged in full to the Customer at the end of the evaluation period. Freight and the purchase cost (if pre-paid) on the order of the Evaluation Goods will be credited in full in accordance with this clause if returned to the Company within the 7 day evaluation period.

12. Personal Data

In connection with its obligations pursuant to these Terms and Conditions of Sale, Company and Customer (**Party**) may have access to personal information. Each Party agrees to only use the other Party's disclosed personal information in accordance with the Privacy Act 1998 (Cth).

13. Confidentiality

From time to time the Company and the Customer may be required to pass on to each other confidential information about their respective business or the Customer may be required to pass on to the Company confidential information about their End User for the commercial benefit of both parties. Any such information given by either party will be held by the other party in strict confidence and will not be passed on to any third party or used for any other purpose other than the direct purpose to which the information was given, except to the extent required by law or the requirements of any stock exchange or with the written agreement of the other party. Confidential information excludes information which is: (i) lawfully in the public domain before its disclosure or enters the public domain afterwards otherwise than as a result of an unauthorised disclosure; (ii) becomes available to the receiving party from someone lawfully in possession of it who lawfully discloses it on a non-confidential basis; and (iii) is rightfully known by the receiving party before disclosure of it.

No public announcement or press release relating to the Company or the Company's business or products is allowed without the Company's prior written consent, which will not be unreasonably withheld.

14. Web Access

The Company's website, www.sektor.com.au or any of its URL's that link to the Company's web site, provides the Customer with access to product details, specific pricing to the Customer's account, RMA tracking, service job tracking, the ability to view invoices and statements, along with other information helpful to the Customer as a reseller of the Company's Goods, via a secured logon. As this information is confidential to the Customer, a User ID and initial Password is required.

To access the Customer account portal for the first time, click on "Sign In" on the home page and follow instructions to register.

These Terms and Conditions of Sale apply to all orders placed by the Customer on the Company via the Sektor web ordering portal. The Company reserves the right to restrict access to the web ordering portal at any time without prior notice to the Customer.

15. Warranty

The Company will pass through the benefit of any manufacturer's warranties in respect of the Goods to the Customer. Unless otherwise stated on the Company's web site, or at the time of purchase, the manufacturer's warranty for all Goods will be a twelve month, return to base, parts and labour warranty (**Warranty**).

Where an extended warranty (**Extended Service Contract**) is taken on Goods, or unless otherwise stated in writing, the scope of that Extended Service Contract will be as per the standard Warranty for the extended period taken. An Extended Service Contract must be made within 30 days of the original purchase. In special circumstances an Extended Service Contract may be offered after expiry of the 30 day period but will not be available after the expiry of the original Warranty period. Where an Extended Service Contract is offered, it is to be taken on the total initial invoiced value and quantity of Goods therein and is to be paid in full upon invoice.

An 'Extended Software Assurance Contract' is available on specific software licensed Goods. Where such contract is taken, unless stated in writing, the scope of the Extended Software Assurance Contract will be on the same terms as the Warranty. Extended Software Assurance Contracts are not available in conjunction with Extended Service Contracts.

Damage caused by misuse or abuse, use otherwise in accordance with the Company's or manufacturer's instructions, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under Warranty, and may not be covered under an Extended Service Contract or Extended Software Assurance Contract. No warranty is given in respect of consumables. Proof of Purchase is to be supplied with all claims under this clause.

16. Personal Property Securities Act 2009 (PPSA)

The Customer grants to the Company a security interest (as defined in the PPSA) in the Goods supplied by the Company and their proceeds and accessions to secure payment of the purchase price of the Goods and all outstanding debts and obligations (in particular, by virtue of clause 10. Ownership) of the Customer to the Company.

The Customer will provide such information, do such acts and execute such further documents as in the Company's opinion may be necessary or desirable to enable the Company to perfect under the PPSA the security interest created by these terms and conditions as a first priority interest or with such other priority as the Company may agree in writing.

The Customer will supply the Company within 7 business days of written request copies of all documents granting security interests registered over the Customer's property. The Customer authorises the Company as an agent to: (i) request copies of all documents granting security interests registered over the Customer's property (ii) request any information from any secured party relating to any security interest which is or has been held in any of the Company's Goods which is or has been in the Customer's possession or control.

The Customer will immediately notify the Company in writing of any change in the Customer's or its affiliates name or ownership.

The Customer agrees that pursuant to section 115(1) of the PPSA and to the maximum extent permitted by law, the Customer waives its rights under and agree the following sections of the PPSA will not apply to these Terms and Conditions of Sale and any related contract: sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA shall not apply to these Terms and Conditions or the security created hereunder and further waives the right to receive a Verification Statement under the PPSA.

The Customer must not create or allow or permit the creation of a security interest in any of the Company's Goods in favour of any person other than the Company without first obtaining the Company's written consent nor may the Customer allow or permit the creation of a lien over any of the Company's Goods.

17. Liability

To the maximum extent permitted by law, the Company shall not be liable, whether in contract, tort (including negligence), statute or otherwise, for any damages or loss of any kind arising out of or in connection with the Goods (including where arising from the failure of Goods to function or operate satisfactorily). Except for in respect of any breach of the Company's intellectual property rights by the Customer, neither party will be liable to the other party for any loss of profits, loss of revenue, loss of data, loss of business, loss of use, loss of goodwill, or for any indirect, incidental, special, or consequential damages.

The Company accepts no responsibility or liability for incorrect placement of orders, including orders placed via the web.

Any representation, warranty, condition or undertaking that would be implied in these Terms and Conditions of Sale by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions of Sale excludes, restricts or modifies any condition, warranty, right or remedy that cannot be excluded, restricted or modified.

The Company's liability for any other liability that has not been, or cannot be, excluded, or any breach of a condition or warranty that cannot be excluded, is limited, at the Company's option, to (i) re-supplying the Goods (or paying the cost of re-supplying the Goods), or (ii) repairing (or paying the cost of repairing) the Goods. Nothing in these Terms and Conditions of Sale excludes, restricts or modifies any rights or remedies, or any guarantee, warranty or other term or condition implied or imposed by any legislation that cannot be lawfully limited, including under the 'Australian Consumer Law'.

18. End User liability and contract requirements

Without limiting clause 17:

- a. the Company is not liable, whether in contract, tort (including negligence), statute or otherwise, to the Customer or any End User in respect of software where the End User has entered into an end user licence agreement (**EULA**) with the third party software vendor; and
- b. if the Customer provides managed or professional services to an End User, the Company expressly makes no and specifically disclaims all representations or warranties, express or implied, regarding any such managed or professional services or any other similar service provided by the Customer to the End User; and
- c. where: (i) the End User has contracted with the Customer, for the Customer to provide it with managed or professional services (**Managed/Professional Services Agreement**); (ii) a EULA has been entered into by the End User and a third party software vendor in relation to the software for which the services are provided; and (iii) the Customer is (in the Company's reasonable opinion) in breach of these Terms and Conditions of Sale, then the Company may instruct the Customer to assign the Customer's rights and obligations under the relevant Managed / Professional Services Agreement to a third party nominated in writing by the Company. The Customer will promptly ensure that such rights and obligations are validly assigned upon receiving such instruction.

The Customer must ensure that before providing any goods or services relating to software to an End User, the End User has entered into a written agreement with the Customer which:

- d. includes equivalent provisions to sub-clauses a, b and c above;
- e. in the case of sub-clause c, provides that no consent from the End User is required in respect of such an assignment of the Customer's rights and obligations, and that the End User will promptly execute any documentation reasonably required to reflect the assignment; and
- f. in each case, provides that such provisions are for the benefit of, and may be enforced against the End User by, the Company.

19. Indemnity

The Customer will indemnify the Company against any claims by a third party (including merchants and customers), damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that the Company may incur: (a) with respect to any negligent act or omission by, or wilful misconduct of the Customer or its employees, agents, contractors, consultants or representatives; (b) as a result of: (i) any warranty condition, representation, indemnity or guarantee granted by the Customer or provided by law in addition to or in lieu of the limited warranties specified in the Warranty clause; (ii) any omission or inaccuracy in the Customer's marketing and promotional materials that relate to the Goods; (iii) any modification of or addition to the Goods not provided or approved by the Company; and (iv) the Customer's failure to comply with these Terms and Conditions of Sale.

The Company will indemnify the Customer against any claims by a third party for, damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that the Customer may incur: (a) with respect to any negligent act or omission by, or wilful misconduct of the Company and its employees, agents, contractors, consultants or representatives; and (b) as a result of any omission or inaccuracy in the Company's own marketing and promotional materials (this does not include third party materials) that relate to the Goods; and (c) the Company's failure to comply with these Terms and Conditions of Sale.

This clause does not limit any other remedies available to the Company or Customer under these Terms and Conditions of Sale.

20. Severability

If any term in these Terms and Conditions of Sale is illegal or unenforceable, it is to be severed. The rest of the terms will not be affected.

21. No Waiver

No waiver of a right or remedy under these Terms and Conditions of Sale will be effective unless it is in writing and executed by the Company. No delay or omission by a party to exercise any right shall constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right.

22. Governing Law

Any contract to which these Terms and Conditions of Sale apply shall be governed by and construed in accordance with the laws in force in New South Wales, Australia and you further submit to the exclusive jurisdiction of the Courts operating in New South Wales, Australia.

23. Goods

"Goods" as used in this agreement means those Goods supplied by the Company and includes but not limited to Barcode Printers, Barcode Scanners, Barcode Verifiers, Card Printers, Cash Drawers, Computer Memory, Consumables, Cyber Security Hardware, Ergonomics, Healthcare Products, Keyboards, Kiosk Terminals, Managed Services, Mobile Computing Terminals, POS Printers, POS Terminals, Professional Services, Scanner Scales, Security Products, Software Licences, Storage Devices, Surveillance Products and Touch Terminals. Any reference to "products" has the same meaning as Goods.

24. Authorised Goods

"Authorised Goods" as used in this agreement means those Goods supplied by the Company that require the Customer to undertake specialised technical training, proof of staffing support capabilities and other specialised requirements as required by the Company and its vendors from time to time. Authorised Goods may be available to Customer upon such requirements being met.