

**Reseller Application**

FOR OFFICE USE ONLY	
Receive Date	Sales
Approved Credit	Approved Term

**DESCRIPTION OF BUSINESS** (please type or print)  
 Date of 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 \_\_\_\_\_ Fax \_\_\_\_\_

ACN Number \_\_\_\_\_

ABN Number \_\_\_\_\_

Officer's Owners Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Authorized Purchaser(s)

1. \_\_\_\_\_

2. \_\_\_\_\_

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 \_\_\_\_\_

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

Suburb, State and Postcode \_\_\_\_\_

**WHICH CATEGORY**, best describe your company's ownership affiliation?

Owner-Operated Chain Location

Member of Franchise Group

Affiliated w/Franchise Group

Independent Reseller

**SHIPPING ADDRESS**  
 (Attach list if more than one shipping address)  
 Business Street Address (must be provided) \_\_\_\_\_

Suburb, State and Postcode \_\_\_\_\_

**EMPLOYEES** How many employees do your company have? (Please tick one)

1 ~ 5

6 ~ 10

11 ~ 20

21 ~ 50

51 ~ 100

101+

**WHICH CATEGORY BEST DESCRIBES YOUR COMPANY'S BUSINESS** (please tick one)

Alternate Consumer Channels

Computer Superstore

Consumer Electronics

Corporate Reseller

Dealer

Direct Marketer

Distributor

Educational Retailer

**TOTAL MONTHLY COMPUTER PURCHASES**  
 On average, which of the following best describes your company's total monthly computer memory purchases through all sources?

Less than \$3,000

\$3,001. - ~ \$10,000. -

\$10,001. - ~ \$50,000. -

\$50,001. - ~ \$100,000. -

Over \$100,001. -

# 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 Person \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_
2. Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_
3. Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_
4. Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_

XLINK.COM Pty Ltd reserves the right to terminate without causes Customer's right to purchase products and services on credit or to vary the credit terms in respect of Customer. Customer consents to XLINK.COM investigating the credit history of Customer through credit reporting agencies and other methods of sharing credit information.

Customer is required to furnish XLINK.COM with their audited/certified accounts.

Customer's authorized representative (Director/Proprietor/Partner):

Full Name _____	Full Name _____
Position _____	Position _____
Signature _____	Signature _____
Date _____	Date _____

## CONDITION OF SALES

### 1. Price

- 1.1 The price stipulated by "XLINK" may be increased or decreased by the amounts of any increase affecting the cost of production and/or delivery due to circumstances beyond the control of "XLINK" between the date of quotation and the date of delivery.
- 1.2 Installation is not included in the contract price unless specifically stated.

### 2. Delivery and risk

- 2.1 Delivery shall be deemed complete and risk shall pass to the purchaser when "XLINK" gives possession of the goods to a courier for delivery to the purchaser.
- 2.2 "XLINK" shall not be liable for any damage or loss howsoever arising from any failure to deliver or delay in delivery of the goods caused by any event beyond "XLINK" control.
- 2.3 "XLINK" reserves the right to deliver the goods by installments and each installment shall be deemed to be a separate contract subject to the same conditions as the main contract.

### 3. Property

- 3.1 Notwithstanding the provision of clause 2 as to the passing of risk the goods shall remain the sole and absolute property of "XLINK" until the purchaser has paid in full the agreed price thereof and all other sums due from the purchaser to "XLINK" whether under this contract or otherwise (including any interest and costs thereon). Notwithstanding such retention of title, "XLINK" shall be entitled to maintain an action for the price of the goods as soon as payment falls due.
- 3.2 The purchaser acknowledges that he is in possession of the goods solely as bailee and a fiduciary capacity for "XLINK" until such time as the agreed price thereof and all other sums due from the purchaser to "XLINK" whether under this contract or under any other contract, have been paid in full, or the goods have been incorporated or resold in the ordinary course of the purchaser's business. Until such time the purchaser shall store at its own cost the goods on its premises separately from other goods (including its own) and in the manner which makes them readily identifiable as belonging to "XLINK" and shall not alter, modify any marking or identification on the goods any shall maintain them in good condition.
- 3.3 If the products supplied are incorporated with other goods belonging to the purchaser ownership of the whole of the goods in which other products supplied have been incorporated shall at the time of incorporation of any other goods or the costs incurred by the purchaser in incorporating the same, and the foregoing provisions of this clause shall apply mutatis mutandis in respect of the goods in or with which the products supplied have been incorporated.
- 3.4 If payment for the goods supplied under this or any other contract is overdue, in whole or in part, "XLINK" may (without prejudice to any other rights) retake possession and/or resell the goods the title of which it has retained and the purchaser hereby irrevocably gives XLINK, its agents and servants, leave and license without the necessity of giving any notice to enter on and into any premises occupied by the

purchaser to inspect, search for remove any of the products supplied without in any way being liable to the purchaser or any person claiming through the purchaser and if the products supplied or any of them are wholly or partially attached to or incorporated in any other items, "XLINK" may in its absolute discretion remove the products supplied in any manner whatsoever without in any way being liable to the purchaser or any person claiming through the purchaser for any damage which may thereby be caused to those hereunder whether relating to the repossession, storage or resale of the products supplied (including legal costs as between solicitors and own clients) shall be immediately due and payable by the purchaser to "XLINK".

- 3.5 Notwithstanding any other agreements as to the terms of payment, the total purchase price shall immediately become due and payable and "XLINK" shall have the right to forthwith cancel this contract (without prejudice to any other of its rights) upon the occurrence of any of the following events.
  - (a) if the Purchaser ceases or threatens to cease to carry on business;
  - (b) if the Purchaser shall enter into any negotiations for any arrangement or composition with its creditors;
  - (c) If any distress or executing is levied on the Purchaser, upon any such termination "XLINK" shall have rights of repossession and resale as are set out in sub-clause 3.3 above.
- 3.6 Where the Purchaser resells the goods before title thereto has passed the Purchaser shall sell as agent for "XLINK" pending payment of all sums due to "XLINK" hereinafter or under any other contract with "XLINK" and shall keep the proceeds of sale (less the Purchaser's profit margin) in a separate account, not using the same and holding the same on trust for "XLINK" and be immediately payable to "XLINK". Notwithstanding any provisions of this sub-clause vis-à-vis a third party, the purchaser shall sell only as a principal.
- 3.7 The Purchaser shall not in any circumstances place the proceeds of sale of goods supplied by "XLINK" in an overdrawn bank account (so long as the sum payable to "XLINK" in respect thereof remains outstanding)
- 3.8 Nothing in this clause shall be construed as allowing the Purchaser to return the products supplied or any part of them because they are surplus to requirements or for non-payment or for any other reason whatsoever.

### 4. Claims

- 4.1 "XLINK" agrees to replace or repair at its option any defective goods where the defect is caused by faulty materials or workmanship provided that its liability shall not exceed the invoice value of the goods and provided that such defect is notified to "XLINK" in writing within the warranty period of the product from receipt on the goods, and further provided that this warranty shall not apply to any defect arising from any abnormal use of the goods or use beyond the capacity of the goods supplied. "XLINK" does not provide any

warranties in addition to the supplier's warranties for that product. "XLINK" shall not be liable, whether under statute, regulation, by-law, or at common law or otherwise for any damage loss or injury caused by any defect or non-compliance of the goods.

4.2 "XLINK" shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever nor shall "XLINK" be liable for any damage or loss caused to the Purchaser's servants, agents, customers or other persons whomsoever. The purchaser shall indemnify "XLINK" against any other claim by the Purchaser's servants, agents, customers or other persons whomsoever (whether similar to the foregoing or not) in respect of any loss, damage or injury arising from any defective or non-complying goods supplied.

**5. Exclusion of Liability**

5.1 In addition to any applicable legislation, these Condition of Sales state:

- (a) The entire liability of each party to the other; and
- (b) The extent of each party's liability for any Claim.

5.2 "XLINK" 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")

5.3 "XLINK" total liability to Customer:

- (a) For a breach of an express term of these Condition of Sales is limited to refunding the amount paid by Customer for the Products of Services in respect of which the breach occurred; and
- (b) For a breach of any Non-excludable Condition (other than one implied by s69 of the Trade Practices Act 1974) is limited, at "XLINK" 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.

5.4 "XLINK" excludes:

- (a) All conditions, warranties and terms implied by statute, general law or custom, except any Non-excludable Condition;
- (b) 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 Condition of Sales even if:

- (i) "XLINK" knew they were possible; or
- (ii) 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 "XLINK", 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 Condition of Sales.

**6. Description**

The description of the goods in the contract and in all drawings, specifications, brochures, catalogues and other information supplied is given as an aid to identification of the goods and it is not a condition that the goods shall correspond precisely with any description given.

**7. Waiver**

The entire original rights powers and exemptions and remedies of "XLINK" shall remain in full force notwithstanding any neglect, forbearance of delay in the enforcement thereof. "XLINK" shall not be deemed to have waived any conditions unless such waiver shall be in writing under the signature of the manager or secretary of "XLINK" and any such waiver unless the contrary shall be expressly stated shall apply to and operate only in the particular transaction, dealing or matter.

**8. General**

8.1 These Term of Supply are governed by the law applicable in the state of purchase by Customer of Products or Services and both parties irrevocable and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.

8.2 If a dispute arises concerning these Condition of Sales, then the dispute must first be referred for mediation in accordance with the Australian Commercial Disputes Centre Mediation Guidelines.

**AUTHORISATION**

I hereby understand and accept the terms and conditions as set out in the "XLINK" 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 \_\_\_\_\_

**DIRECTORS' GUARANTEE TO XLINK.COM PTY LTD**

We warrant that the matters set out in this application form are true and correct in every detail and acknowledge that "XLINK" will reply upon the information contained herein to grant credit.

In consideration of your agreeing to our Company's request to make "XLINK" credit facility available to our company, we guarantee jointly and severally, the due and punctual payment of all monies due from time to time by our company.

This is a continuing guarantee and shall not be affected by any variation, amendment, or modification of the terms of credit, of the conditions of sale of the goods, or by any waiver by "XLINK" of any of its rights.

We acknowledge that this guarantee shall extend to someone whom "XLINK" shall have received from the company, but that it is subsequently required to pay or repay to any liquidator or receiver or manager of the company and we undertake to pay such amount to "XLINK" on demand.

**SIGNED BY THE DIRECTORS/PRINCIPALS:**

Full name of Director/Principal \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Full name of Director/Principal \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Full name of Director/Principal \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Full name of Director/Principal \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**IN THE PRESENCE OF:**

Witness \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Of Witness \_\_\_\_\_

**With " New Accounts " and mail to our Office address**

**XLINK . COM PTY LTD  
SUITE 166 , 9 CROFTS AVENUE  
HURSTVILLE , NSW 2220**

**BANK ACCOUNT :  
BANK : ANZ BANK  
NAME: XLINK.COM PTY LTD  
BSB : 012 401  
A/C NO: 4982 61872**