

# DEALER APPLICATION

## Datastor Australia

P O Box 1344, Sunnybank Hills, Brisbane 4109  
Unit 6, 780 Boundary Road, Cnr. Annie Street, Coopers Plains, Brisbane 4108  
Phone 07 3274.6377

**\*\*PLEASE PRINT this application & return ORIGINALS to Datastor Australia by post \*\***

Trading Name ..... Period Trading .....

Registered Name ..... Date Incorporated .....

A.C.N. /G.S.T. # ..... A.B.N. # .....

Postal Address .....

Delivery Address .....

..... Premises: Owned/Rented? .....

Phone # ..... Fax # ..... Mobile # .....

Sales Contact Name & Email address .....

Purchasing Contact & Email address .....

Number of Staff ..... Registered Office .....

Do you see yourself as a true reseller? ..... Nature of business .....

Is your company part of a group? ..... Name & Address of Holding Company .....

.....

\*Credit Limited required ..... Person Responsible for Payment .....

..... Name of Datastor Salesman .....

### **Professional References:**

Accountant .....

Solicitors .....

Bank ..... Branch ..... Acct No .....

### **Principal Shareholders/Directors and/or Partners:** (Position with FULL name, address and phone)

Position ..... Name ..... Home Phone .....

Address ..... Email .....

Position ..... Name ..... Home Phone .....

Address ..... Email .....

Position ..... Name ..... Home Phone .....

Address ..... Email .....

**DECLARATION:** I have read and accept Datastor Pty Limited "Terms and Conditions of Sale" presented on the following page of this Document.

I certify that the information I have given in this document is true and correct and that I am authorized to make this Application. Furthermore, I authorize Datastor Pty Limited to check my/our credit history and to exchange relevant information and opinion with my/our bank and all referees nominated in this document.

**(To be signed by a Director/Partner or Proprietor of the applicant business)**

Signed ..... Date .....

Full Name ..... Title .....

**Trade/Credit References: (Three required – please fill out ALL columns)**

Company	Contact	Credit Terms / Limit	Phone	Fax

**TERMS AND CONDITIONS OF SALE**

**1. CONTRACT:**

All services and products (“goods”) supplied by Datastor Pty Limited (“the Company”) to the Applicant Business (“buyer”) are supplied subject to the following Terms and Conditions of Sale which shall prevail despite any indication to the contrary by any person, agent or representative acting or purporting to act on behalf of the company. Furthermore to deal or trade with the company the buyer must demonstrate that they are a bona-fide reseller of goods represented by the company.

**2. ACCEPTANCE:**

Acceptance of the goods shall be completed upon the buyer signing the order or otherwise accepting the order (whether in writing or verbally) or accepting delivery of goods.

**3. RISK:**

Risk of any loss, deterioration or damage of or to the goods shall be borne by the buyer from the time of dispatch from the premises of the company.

**4. PRICE:**

The price of goods supplied are as per the company’s published price guide as at the date of delivery.

**5. PAYMENT:**

Full payment for the goods supplied shall be due from the buyer immediately upon delivery to the buyer. Where credit terms have been granted, full payment for the goods supplied shall be due from the buyer and subject to items A and B, whichever comes first.

- A 30 days from invoice date, or as otherwise agreed to in writing by us, or
- B Immediately upon the commencement of any action or proceeding which involves the buyer’s solvency and in this situation the buyer shall keep the proceeds of such sales separate from the buyer’s funds.

**6. DEFAULT IN PAYMENT:**

The buyer agrees to pay interest on all sums outstanding at 2.5% per month from the date of default (i.e. when payment became due and is not made in full) until payment is made. This interest amount is immediately due on presentation of invoice and can be back dated and invoiced at any time. Furthermore if a solicitor or debt collector is instructed by the company to enforce or attempt to enforce any rights pursuant to these terms and conditions of sale then the buyer agrees to reimburse (with all other monies due) any liabilities, fees and disbursements as charged to the company as a result of this action. Furthermore the buyer’s Directors, Shareholders and or Proprietor jointly and severally guarantee personally all of the monies due as per the terms and conditions of sale and are liable to the company as principal debtors in all respects of this document.

**7. OWNERSHIP AND RISK:**

Ownership in the goods will remain vested in the company until the buyer has made full payment for all goods supplied by the company to the buyer together with all interest and other monies due. Until ownership has passed from the company to the buyer then the following terms shall apply:

- A The buyer shall be deemed to be a bailee of the company and in a fiduciary capacity in respect of any goods supplied by the company and
- B The buyer shall store the goods in such a way and in such condition and place as to make it clear that they are owned by the company and
- C The buyer shall not under any circumstances mix the goods supplied by the company with other goods in any manner. If the buyer defaults in payment for the goods the company shall have leave and licence to enter upon any property occupied by the buyer or by purchaser from the buyer without notice in order to inspect, search for and remove goods supplied and the company shall not be liable to the buyer or third party for the exercise of its rights under this clause.

**DISPUTES AND CREDITS:**

Disputes and credits will only be considered valid if brought to company's attention within 10 days of the date of supply. To be accepted by the company, all goods to be returned must be in as new condition in the manufacturer's (or supplier's) original, unsoiled and undamaged containers. Credits will not be given for procured goods.

**8. GUARANTEES AND CONDITIONS:**

Goods returned under warranty must be prepaid free into the company's store. The company does not warrant the goods it distributes, but in most cases, the manufacturer or supplier does. In many cases, the company acts as an agent for the manufacturer in administering their warranties.

**9. EXCLUSIONS OF LIABILITY:**

The company shall not be liable for lost profits, loss of goodwill or any incidental, special or consequential damages even if advised of the possibility of same. No warranty or condition shall be implied herein against the company by Statute, Common Law, Law Merchant or otherwise other than the warranty by the company that it has the right to deal in the goods.

PERSONAL GUARANTEE to Datastor Pty Limited:

I/We .....  
being director(s) of ..... the applicant for a trading  
account with you personally guarantee to you the due and punctual performance by the applicant of its obligations to  
you following the supply of goods or the rendering of services by you to the applicant. I/We acknowledge:

- a) That we are (jointly and severally) liable to you as principal debtors in all respects under this guarantee and
- b) That this guarantee is given in consideration of your supply at my/our request of services to the applicant.

Signed: ..... Full Name .....

Date..... Title .....

Witness: ..... Full Name .....

Date..... Title .....

**OFFICE USE ONLY:**

Remarks

.....  
.....  
.....

Info okay ..... References checked (1) ..... (2) ..... (3) .....

Acct allocated ..... Terms .....

Credit Limit ..... Goldmine updated .....

Accpac updated ..... Goldmine letter sent .....