

**PLEASE DO NOT FAX**



**Head Office**  
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Kindly return this completed & signed document by EMAIL or POST

**Payment With Order (PWO) Trading Account Application**

Trading Name \_\_\_\_\_ Period Trading \_\_\_\_\_  
 Registered Name \_\_\_\_\_ Date Incorporated \_\_\_\_\_  
 A.B.N \_\_\_\_\_ No. of Staff \_\_\_\_\_  
 Postal Address \_\_\_\_\_  
 Delivery Address \_\_\_\_\_  
 State \_\_\_\_\_ Postcode \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Sales Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Purchasing Person \_\_\_\_\_ Email \_\_\_\_\_  
 Accounts Payable Person \_\_\_\_\_ Email \_\_\_\_\_  
 Person to receive web-login \_\_\_\_\_ Email \_\_\_\_\_  
 Salesman you deal with at Datastor \_\_\_\_\_ Estimated Monthly Purchases \$ \_\_\_\_\_  
 Do you see youself as a true Reseller? Yes / No

Premises - Owned / Rented (Please circle) Preferred payment method (Please circle) Cheque / Cash / Credit Card / Eftpos / Direct Deposit (Credit Card/Eftpos transactions will attract a surcharge fee)

Nature of business (Please circle) Distributor / Retail / Service / System Builder / Consultant / Other \_\_\_\_\_  
 Target Market (Please circle) Enterprise / SMB / Educational / Government / Other \_\_\_\_\_  
 Business Partner with (Please circle) IBM / HP / Dell / NetApps / HDS / Apple / Other \_\_\_\_\_  
 Datastor Products of Interest (Please circle) LTO Drives / Autoloaders / Libraries / iSCSI / NAS / CDP / Disk / RDX  
 Tandberg / Promise / CRU / Chelsio / Other \_\_\_\_\_  
 Acronis / Bakbone / Mailmeter / PresSTOR / XenData / Other \_\_\_\_\_

**Shareholders/ Directors/ Partners: (Position with Full name, address and phone)**

Position \_\_\_\_\_ Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Email \_\_\_\_\_

DECLARATION: I have read and accept Datastor Pty Limited "Terms and Conditions of Sale" presented below/attached to this page. I certify that the information I have given in this document is true and correct and that I am authorised to make this application. Furthermore, I authorise 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 Shareholder, Director or Partner of the applicant business)**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Full Name \_\_\_\_\_ Title \_\_\_\_\_

**IT Trade References: (Three required - please fill out ALL columns)**

Company name	Contact	Terms	Credit Limit	T: Telephone F: Fax	Email
				T: F:	
				T: F:	
				T: F:	

## 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. Note that once 'keys' have been issued for software products, such product is not returnable or refundable. These products provide for adequate trial periods and/or POC (proof of concept) opportunities.

### 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 the 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 fiduciary capacity in all respect of any goods supplied by the company and
- B The buyer shall store the goods in such a way and in such a 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.

### 8. DISPUTES AND CREDITS:

Disputes and credits will only be considered valid if brought to the company's attention within 7 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. Re-stocking fees may apply. Credits will not be given for procured goods.

### 9. 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.

### 10. 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.