



A.B.N. 43 056 035 753
107 Wright Street
Adelaide 5000
South Australia
Phone (08) 8413 9777
Facsimile (08) 8413 9797

Dear Reseller,

Thank you for your inquiry about becoming a registered reseller. BMS Technology P/L is South Australian owned and operated and committed to supporting local small business. We are the State Distributor for Toshiba, EPSON, Canon, Hewlett Packard, Fuji Xerox, Clipsal Datacomms, Philips, NETGEAR, Targus, Logitech, Kyocera, Seagate, Invensys and Pioneer. Our Reseller Application Form is attached.

Resellers are required to make regular purchases each month, with a minimum individual purchase order of \$100. Average monthly purchases exceeding \$1000 is expected.

In order for us to process your application as quickly as possible please ensure that you submit the following:

- Application form completed and signed (including computer industry trade references)
- Terms and Conditions duly signed
- Copy of your Business Registration Certificate
- A covering letter that outlines the main area of your business and some information on your computing background

The completed Application Forms should be mailed or faxed to us. You may then be offered the opportunity to meet with our Managing Director, John Reid. This face to face meeting gives you the chance to learn about our product range, see the functionality of our website, and discuss current promotions and future business opportunities.

Once your application is approved you will be allocated a Username and Password to access the Reseller section of our website. This gives you access to full product information, pricing, availability and online ordering.

Please note that this is a Reseller Application only, not a Credit Application. We will be happy to supply you with a Credit Application form after you have been trading with us on a cash basis, at appropriate levels, for approximately 6 months.

If you have any queries about the Reseller Application please do not hesitate to contact me. I look forward to hearing from you.

Yours sincerely,

Rachel Lapins
Marketing

<http://www.bmstech.com.au>



BMS TECHNOLOGY PTY LTD
 107 Wright Street
 Adelaide SA 5000
 Phone: (08) 8413 9777
 Facsimile: (08) 8413 9797
 ABN: 43 056 035 753

RESELLER APPLICATION FORM

Registered Name:

Trading Name:

Delivery - Street: Suburb:
 State: Postcode:

Postal - Street: Suburb:
 State: Postcode:

Phone: (Not a mobile) Fax: E-mail Address:

(An e-mail address is essential for weekly information updates) Web Site Address:

Employees: For contact purposes please list all key personnel. Any additions please attach separately.

Name Position Mobile:

Name Position Mobile:

Name Position Mobile:

Total No Employees

Location / Facilities:

Which area is your company located in - business or residential? Hours of Trade

Is this a part-time or full-time business Do you have a showroom open to the public

Please briefly describe your main areas of business: _____

Please list the main products you are interested in purchasing from BMS Technology: _____

Please include an outline of the main areas of activity (eg business plan) and past employment details in a covering letter.

Business:

ACN or Business Registration No

Commencement Date

Australian Business Number

(Please attach copy of your Business Registration Form)

Where did you hear about BMS Technology: Anticipated spend with BMS (per month):

Trade References: *(Other computer wholesalers that you have been purchasing products from)*

Company: Contact: Phone:

Company: Contact: Phone:

Company: Contact: Phone:

Proprietors or Directors details:

Issue of this form is for information only. Full completion of this form is essential. Completion does not necessarily imply Dealer Status. This is not a Credit Application.

Fullname: Address:

Fullname: Address:

Fullname: Address:

Have any of the Directors ever been bankrupt? *If so, please include details separately*

Signature of Proprietor or Duly Authorised Officer of the Company:

Name: Agreed At:

Title: Agreed Date:

Signature: Witness:

OFFICE USE ONLY	
BMS Customer No	<input type="text"/>
Status	<input type="text"/>
JIWA	<input type="text"/>
Password	<input type="text"/>
Email	<input type="text"/>
Letter	<input type="text"/>

BMS TECHNOLOGY PTY LTD, TERMS AND CONDITIONS OF TRADE (ABN 43 056 035 753)

General

These terms and conditions apply to the sale of goods by BMS Technology Pty Ltd ("Vendor") and all offers made by the Vendor in relation to the Vendor's goods unless varied, amended or cancelled by an Officer or other duly authorised representative of the Vendor in writing.

The Buyer of goods from the Vendor is deemed to have accepted the terms and conditions contained herein by placing an order with the Vendor.

The Vendor's failure to object to any term or condition contained in any communication, whether written or oral, from the Buyer, shall not mean those conditions/terms are accepted.

Unless otherwise specified, terms of trade are ex-warehouse. Risk in goods passes to the Buyer at BMS Technology Pty Ltd's premises. The Buyer may, at his/her option, collect the goods from those premises, or arrange freight on his/her own behalf. Alternatively, freight will be arranged on the Buyers behalf by the Vendor.

Terms

All customers will operate on a "Cash on Delivery" basis for goods being collected, otherwise "Cash before Delivery" or direct deposit into BMS Technology Pty Ltd account is required.

Cheques returned by the bank either as dishonoured or for representation shall attract a fee of Fifteen dollars (\$15.00) each time. If this occurs more than once within a three (3) months period, then any purchases made must be paid by cash, credit card or bank cheque.

Interest on amounts not paid within fourteen (14) days of invoice shall be payable by the Buyer at the rate of 13 percent per annum (13% p.a.) calculated daily from date of invoice. In addition the Buyer agrees to pay any debt collection expenses incurred in attempting to recover or recovery of such overdue amount.

The Vendor must be notified in writing of any change of address and/or ownership of the Buyer.

Unless otherwise specified by the Vendor in writing at the time of quotation, all quotations are valid for a period of seven (7) days from the date of the quotation and exclude sales or any other taxes.

Title

Vendor reserves the following rights in relation to the goods until all accounts owed by the Buyer to Vendor are fully paid:-

- a) legal and equitable ownership of the goods;
- b) to enter the Buyer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods: and
- c) to keep or resell any goods repossessed pursuant to (b) above;

If the goods are resold, or products manufactured using the goods are sold, by the Buyer, the Buyer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of Vendor and shall pay such amount to Vendor upon request. Notwithstanding the provisions above Vendor shall be entitled to maintain an action against the Buyer for the purchase price and the risk of the goods shall pass to the Buyer upon delivery.

Prices

All prices quoted verbally or written are exclusive of GST. The purchase price for the goods shall be at the Vendor's List prices as at the date of order. Freight charges on back orders shall be applicable.

Note: Prices may be subject to change without written confirmation. Any errors on the Invoice/or in delivery must be notified to the Vendor within seven (7) days of invoice. No credits for overcharges or returned stock shall be accepted outside these terms.

Returned Goods

RA-stock must be returned within seven (7) working days of RA Number being issued. Credits WILL ONLY be issued on goods where the Vendor is notified within seven (7) days of purchase that the goods are faulty and those goods are returned in the original condition with the supplied packaging and accessories. No credits shall be entertained for return of chips/hard disks. Refunds shall be a credit on account of applicable invoice charge.

All goods being returned to the Vendor are to be sent at the Buyer's expense. However, warranty goods shall be returned to the customer at our expense via the courier of our choice.

Goods that are non-warranty or found fault free will be returned to the customer at their expense and there will also be a service fee. When returning goods, please telephone or fax for a Return Authorisation Number (RA Number).

Warranty

The Vendor will provide twenty-four (24) months warranty on full BMS Technology computer systems. Phillips monitors have thirty-six (36) months warranty on parts and labour. Printers and other peripherals have twelve (12) months warranty. All sales items carry warranty activated at time of invoice notification.

If goods are under warranty, repair or replacements of the item shall be at the Vendor's discretion.

The Vendor will not be liable for loss incidental and/or consequential damage caused by the use of its products. This includes any loss of data resulting from equipment failure. It is the Buyers responsibility to ensure adequate back-ups are taken regularly. The Vendor will not be liable for time lost in down-time or subsequent labour charges caused by equipment failure.

The Vendor will not cover under warranty any item that has been mishandled returned inadequately packed and/or otherwise interfered with by unauthorised personnel. The removal of any serial numbers, factor seals and/or warranty stickers will void warranty. Manufacturer's charges related to voided time delays, handling warranty items shall be borne by the Buyer.

The Vendor will not repair under warranty damaged caused by operation outside of designed working and storage environments, power surges, fluctuations and interference, and external peripheral devices.

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1. The Law of the State of South Australia shall apply to the terms of this application and all transactions howsoever arising therefrom and any proceedings in respect of any cause of action arising out of the same shall at the option of the Vendor be instituted, heard and determined in a Court of competent jurisdiction in that State and such Court shall be deemed to possess territorial jurisdiction to hear and determine such proceedings.
 2. I/We agree to be bound solely by the above Terms and Conditions.
 3. I/We hereby certify that I/We am/are authorised to sign this application on behalf of the Applicant.

DATED this _____ day of _____ 200

For a Pty Ltd company:

The COMMON SEAL of _____)
)
was hereunto affixed in the _____)
presence of: _____)
)

Director (signature) _____ print name

Secretary (signature) _____ print name

For a sole trader or partnership with a registered business name:

SIGNED SEALED AND DELIVERED _____)
by the said Buyer _____)
)
)

signature _____ print name

signature _____ print name

in the presence of: _____)
)
)

Witness (signature) _____ print name