

AUTHORISED DEALER APPLICATION FORM



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Please complete the following to assist SYNNEX New Zealand in evaluating your company for a Synnex Dealership. Please provide as much information as possible to avoid any delays and return all pages with a copy of your "Company Registration Certificate." Please make sure you initial every page in the bottom right corner.

Important Information:

Will you be reselling the products purchased from SYNNEX New Zealand? Yes No

If NO, please stop here. SYNNEX's position within the industry is as a distributor. If you will not resell the products purchased from SYNNEX, you will be unable to establish an account relationship at this time.

Do/Did you have an account with SYNNEX New Zealand? Yes No If YES, list name & account number below:

SECTION A: COMPANY DETAILS

FULL COMPANY NAME: _____

Trading Name: _____

Date Incorporated.: _____ Incorporation No.: _____

Street Address: _____

Suburb: _____ Region/Town: _____ Postcode: _____

Postal Address: (as above) _____

Suburb: _____ Region/Town: _____ Postcode: _____

Telephone: _____ Mobile: _____ Fax: _____

Email: _____ Website Address: _____

Total Number of Employees: _____

NATURE OF COMPANY SET-UP

Entity Type: Limited Company Partnership Sole Trader Trust

Paid Up Capital: \$ _____ Last Financial Report Attached: Yes No

Turnover Last Financial Year: \$ _____ Current Turnover Year-To-Date: \$ _____

Bank: _____ Branch: _____

Accountant: _____ Address: _____ Phone: _____

Estimated Monthly Spend with SYNNEX New Zealand: \$ _____

Anticipated Credit Limit Required: \$ _____ OR None – Cash Account only

Anticipated Credit Terms: 7 days 14 days 30 days 20th of the month following

DIRECTORS' PARTICULARS:

Full Name Residential Address Phone Date of Birth*

1. _____

2. _____

3. _____

4. _____

* Date of birth is required if a sole trader.

SECTION B: COMPANY PREMISES

PRINCIPAL BUSINESS PREMISES:

Retail Shop Office Home Warehouse Other: _____ Size: _____ m²
 Leased Rented Owned Under Mortgage Years at present location: _____ Yrs

BRANCH LOCATION(S):

1. Street Address: _____
 Suburb: _____ Region/Town: _____ Postcode: _____

2. Street Address: _____
 Suburb: _____ Region/Town: _____ Postcode: _____

Please attach appendix for additional locations.

SECTION C: CONTACT DETAILS

			Web	Order
Director	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>
Manager	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>
Sales	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>
Marketing	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>
Purchasing	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>
Technical	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>
Accounts	Phone	Email	<input type="checkbox"/>	<input type="checkbox"/>

Please tick the box above to indicate those who require a web login and/or are authorised to order from Synnex.

SECTION D: ADDITIONAL BUSINESS INFORMATION

BUSINESS OPERATION

Is this a full time operation? Yes No

Are you involved or employed in any other business other than reselling hardware and/or software products?
 Yes (*If yes please specify*) _____ No

BUSINESS CATEGORY (Tick ALL that apply)

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Direct Marketer | <input type="checkbox"/> ISP | <input type="checkbox"/> Retail Mass Merchant |
| <input type="checkbox"/> Consumer Electronics | <input type="checkbox"/> Educational Reseller | <input type="checkbox"/> OEM Wholesaler | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Corporate Reseller | <input type="checkbox"/> Etailer | <input type="checkbox"/> OEM with Shop Front | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Dealer | <input type="checkbox"/> Exporter | <input type="checkbox"/> Office Products | <input type="checkbox"/> Other |

PRINCIPAL PRODUCTS PURCHASED:

- OEM – CPUs / Motherboards / Hard Drives / Memory etc.
- System – PCs / Notebooks
- Peripherals – LCD / Printers / Networking etc.
- Consumables
- Telecommunications
- Others: _____

SECTION E: AUTHORISED REPRESENTATIVE FOR PICKUP

Name	Drivers License Number
_____	_____
Name	Drivers License Number
_____	_____
Name	Drivers License Number
_____	_____
Name	Drivers License Number
_____	_____

To ensure that your orders are collected by bona fide employees/agents of your company, SYNNEX requires the person/s collecting the goods have their details on record and are authorised by you to collect goods. SYNNEX employees are NOT PERMITTED to release goods unless photo identification is provided. This procedure is for your protection and to prevent potential disputes.

SECTION F: TRADE REFERENCES

Name of Company:		Person to Contact:	
Phone:	Fax:	Email:	
Trading History with Reference:	Yrs	Usual Monthly Trade Volume: \$	
Credit Limit Provided: \$		Credit Terms:	Days

Name of Company:		Person to Contact:	
Phone:	Fax:	Email:	
Trading History with Reference:	Yrs	Usual Monthly Trade Volume: \$	
Credit Limit Provided: \$		Credit Terms:	Days

Name of Company:		Person to Contact:	
Phone:	Fax:	Email:	
Trading History with Reference:	Yrs	Usual Monthly Trade Volume: \$	
Credit Limit Provided: \$		Credit Terms:	Days

PERSONAL INFORMATION

SYNNEX New Zealand Ltd (hereinafter referred to as "SYNNEX") will use any personal information on this form for credit, administration, service and marketing purposes. If full information is not provided, your application for credit may be declined. You have the right of access to, and to ask for correction of personal information. You authorise any person or company to provide SYNNEX with such information as it may require in response to credit and/or other enquiries. You further authorise SYNNEX to furnish to any third party details of this application and any subsequent dealings that you may have with it as a result of this application being actioned by you and in relation to any account you may have with it. You understand that SYNNEX may register a security interest over any goods it supplies to you.

CUSTOMER DECLARATION

I declare that the information above is true and correct. I warrant that I am solvent and able to pay my debts as they fall due. I have read SYNNEX New Zealand Ltd Terms and Conditions, and agree to be bound by them.

Director's Name	Signature	Date
_____	_____	_____
Director's Name	Signature	Date
_____	_____	_____
Witness	Signature	Date
_____	_____	_____

Please note: Two directors must sign. If the company has only one director, the signature must be witnessed.

TERMS AND CONDITIONS OF SYNNEX NEW ZEALAND LTD

The following terms and conditions (collectively the "Terms and Conditions") govern the sale of all products by SYNNEX New Zealand Ltd (also "SYNNEX") to its resellers (also "you").

1. R.R.P's shown are indicative only. There is no requirement to comply.
2. Except specifically expressed, all prices quoted or that have appeared in our price list are exclusive of any tax, import duty or other levies. SYNNEX reserves the right at any time between the time of quotation and/or order and the date of delivery of the goods or provision of services to make any reasonable adjustment to prices. All prices in the price list are subject to change without notice and without recourse to SYNNEX. All prices are quoted in New Zealand Dollars and are based on ex-warehouse availability from Auckland, New Zealand.
3. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and SYNNEX shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services arising from any circumstances of whatsoever nature which are outside SYNNEX's control. You shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, despatch or performance. SYNNEX reserves the right to deliver by way of partial shipments and each partial shipment shall be deemed to be sold under a separate sales contract. No cancellation of the sales contract is allowed if the goods and/or services have been delivered by the courier.
4. SYNNEX reserves the right to cancel sales orders without prior notice:
 - (a) if you do not collect your goods from the SYNNEX warehouse within seven (7) days of placing your order; or
 - (b) when the delivery/dispatch of orders is delayed for more than seven (7) days due to payment not being received.
5. Delivery charges are at your expense. You are requested to arrange your own transportation for the picking up of orders. In the event that SYNNEX has to organise transportation and delivery, a standard freight charge will apply. Any transit insurance is your responsibility. SYNNEX will not be responsible for any damages or loss whatsoever during transit once goods are despatched out of our warehouse.
6. Risk for all products shall pass from SYNNEX to you from the earlier of the time they are received by a carrier for delivery to you or the time they are collected by you or your agent. You shall promptly notify SYNNEX whenever a person/agent is no longer authorised to collect goods on your behalf, and/or a new person/agent is to add to your authorisation list. Under no circumstances shall SYNNEX be held responsible for any loss occurring if you fail to provide such updates.
7. You shall promptly notify SYNNEX in writing, no later than seven (7) days from invoice date, of any claimed shortage or rejection as to any delivery in detail, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery.
8. At your request, SYNNEX may deliver products ordered by you directly to a third party. SYNNEX will obtain a signed proof of delivery from the intended recipient on receipt of the goods and/or services. The third party taking possession of the goods and/or services act as your agent, and you are still directly responsible to SYNNEX under these terms and conditions. SYNNEX is not responsible to verify the validity of the signature of the recipient's or negotiate or communicate with the intended recipient with regard to any financial or delivery matters.
9. Unless otherwise placed directly through SYNNEX website, an official purchase order, in writing on company letterhead, or equivalent, must be issued to SYNNEX before any delivery can be effected. Orders must clearly state - order number, name and signature of Purchasing Officer, product code(s), configuration(s) required, unit pricing and total order value, delivery address, delivery date/schedule required, invoice address, special requirements/conditions, etc.
10. Orders placed by other means than those mentioned in Clause 9 can only be accepted if the following conditions are met:
 - (a) the purchase is confirmed upon delivery of products; and
 - (b) any dispute on pricing, condition of goods, etc., must be addressed within 24 hours of receiving of products; otherwise, the invoice of the transaction will serve as a contractual sales and purchase agreement between you and SYNNEX.
11. All goods sold, services provided and fees charged by SYNNEX will be charged GST at the prevailing rate as currently set by the New Zealand Inland Revenue Department (IRD), or relevant legislation, and must be paid by you in addition to the price of the products, services and fees.
12. Payment terms are normally cash with order, or cleared funds before delivery unless a credit account with SYNNEX is in place prior to despatch. Customers paying cash require SYNNEX's official receipt as proof of payment. A receipt will only be issued for cheque payment upon request.
13. All new customers are required to transact on a C.B.D (Cash before Delivery) basis for at least three to six months before SYNNEX will consider granting a credit account. SYNNEX will request for clear fund payment from C.B.D accounts before delivery unless a credit account is granted by SYNNEX. Company cheques will only be accepted after a credit application form is properly completed and approved by SYNNEX. At the sole discretion of SYNNEX, a credit account may be granted to a customer who has an acceptable track record of trading with SYNNEX. Customers with credit account should always maintain their account with SYNNEX within credit limit and payment terms. Payment is required immediately if the account exceeds the credit limit and/or is outside its payment terms. All overdue amounts are subject to a penalty interest rate of 3% per annum above the prevailing prime lending rate, calculated on an overdue balance on a daily basis.

14. Until SYNNEX has been paid in full for all goods supplied to you under any contract whatsoever between you and SYNNEX:
 - (a) the goods shall remain as property of SYNNEX; and
 - (b) should the goods or any of them be affixed or added to any other items, such attachment shall be effected by you solely as an agent for SYNNEX, and SYNNEX shall have full legal and beneficial title to the whole of the new product thereby created; and
 - (c) you shall store the goods and any new products as referred to in (b) separately and in such a way that they can be readily identified as being the property of SYNNEX; and
 - (d) you shall be at liberty to sell the goods and the new products in the ordinary course of the business on the basis that you shall be under a fiduciary duty to SYNNEX and to account to SYNNEX for the proceeds of such sale but may deduct from such proceeds any excess of such proceeds of the total amount due from you to SYNNEX under any contract whatsoever, provided that you shall have no authority to enter into any contract of sale on behalf of SYNNEX. Any contract or sale shall be accordingly concluded in your name.
15. If you fail to pay any outstanding account owing by you to SYNNEX or you enter into any scheme of arrangement with your creditors or go into receivership or liquidation, or SYNNEX has bona fide doubts as to the solvency of you, SYNNEX shall have the right, without prior notice, to change or revoke your power of sale without prior notice. SYNNEX shall:
 - (a) be entitled to a general lien on all property or goods belonging to you in SYNNEX's possession for any outstanding amount owing by you to SYNNEX; and
 - (b) have the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.

SYNNEX and its agent shall be entitled to enter any premises under your control, without prior notice, to re-take possession of any goods and new products referred in Clause 14(b) from the premises without prejudice to any other of SYNNEX's rights. You indemnify SYNNEX against all costs and claims in respect of its exercise of right under Clause 15.
16. In the event of any default in payment to SYNNEX for more than 60 days by you or where a demand has been made against a guarantor of your account, SYNNEX may in its absolute discretion record the default with its credit information provider.
17. In the event of any default in payment to SYNNEX, you shall pay to SYNNEX its costs of, and incidental to, the recovery of such sums as may be due including but not limited to all mercantile and like fees and legal fees and charges on a solicitor-client full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process.
18. A 1.5% (excluding GST) surcharge will apply on full amount of payment made by credit cards accepted by SYNNEX, currently only MasterCard and Visa.
19. There will be a \$15.00 (excluding GST) charge for all returned cheques. At the sole discretion of SYNNEX, your credit account may be cancelled without prior notice if you have bounced cheque record, and any future orders placed by you are required to be paid on C.B.D term.
20. SYNNEX may in its absolute discretion apply setoff or reduction of your account, those amounts (excluding GST) which SYNNEX may owe to you for goods you have supplied to SYNNEX. You agree and warrant that where SYNNEX makes the setoff or reduction of an account, that it is made in the ordinary course of business and is not a preference payment. You and your guarantor (where applicable) agree to indemnify SYNNEX from all claims made subsequently by a liquidator or external administrator under the Company Act 1993.
21. Failure by SYNNEX to insist upon strict performance of any terms or conditions herein shall not be deemed a waiver thereof or of any rights SYNNEX may have, and shall not be deemed a waiver of any subsequent breach of any terms or conditions.
22. All products supplied by SYNNEX are covered, as standard, by the respective manufacturers' warranties on a Return to Base (RTB) basis, which means, the defective product is required to be returned to SYNNEX or the Authorised Service Centres of SYNNEX at your own cost. Details of manufacturers' warranties for individual product are listed separately in the Warranty Matrix which SYNNEX reserves its right at all times, to change any or all of them according to the manufacturer's direction.
23. Any return of goods to SYNNEX must be first authorised in accordance with the following process:
 - (a) you must obtain a Return Authorisation Number (RA Number) from SYNNEX prior to shipping the defective products to SYNNEX;
 - (b) you shall then be authorised to return the defective products, noting the RA Number and proof of purchase, to SYNNEX or the Authorised Service Centres of SYNNEX;
 - (c) any goods returned must be sent "signature required."
24. SYNNEX will not accept any return of defective or a claim under the manufacturer's warranty of a product if it does not comply with the above procedure. No defective product or claim under the warranty or return of any product will be credited to your account unless you have complied with the directions as set out in Clause 14.
25. A re-stocking fee will apply to all goods returned for credit. The credit value of returned goods will be at SYNNEX's current selling price at the time of return less a 15% re-stocking fee that will be calculated based on your original purchase price of the returned goods.
26. You agree the provisions of the Consumer Guarantee Act 1993 shall not apply to any products SYNNEX supplies to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or otherwise implied by statute or common law will not apply and are excluded from these terms and conditions.
27. Save as expressly provided for in other contracts, SYNNEX shall not be liable to you or your servants, agents, customers or representatives for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused (whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attribute to the performance of the sales contract and in no event shall any claim be recognised unless the claim is in writing and received by SYNNEX within fourteen (14) days of the date of delivery. In any event, the liability of SYNNEX under any sales contract is limited to the replacement of the goods or the supply of equivalent goods or the repair of the goods.

28. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to you and supersede all terms and conditions previously issued by SYNNEX. No sales contract for the supply of goods or provision of services shall exist between you and SYNNEX except upon these terms and conditions unless their exclusion or modification is agreed to in writing by SYNNEX. Any order placed by you is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in your order. SYNNEX's silence or failure to respond to any such inconsistencies shall be not be deemed to be SYNNEX's acceptance or approval thereof.
29. Each order by you is subject to acceptance or rejection by SYNNEX and is not binding on SYNNEX prior to SYNNEX's acceptance of it. SYNNEX may refuse to proceed with any sales contract at any time if your credit is or is becoming unsatisfactory to SYNNEX.
30. Any contracts entered into between you and SYNNEX shall subject to jurisdiction of the courts of New Zealand.
31. You agree that SYNNEX may give permission to seek from any credit providers and/or any credit reporting agencies whether or not named in the credit application about your credit arrangements.
32. You understand that this information can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1993. You expressly authorise SYNNEX to obtaining any information it requires which may be protected by the Privacy Act 1993.
33. You understand the information may be used for the following purposes:
 - (a) to access an application by you for credit; and
 - (b) to notify other credit providers of your credit history including a default by you; and
 - (c) to exchange information with other credit providers as the status of this credit; and
 - (d) to access your credit worthiness periodically.
34. Without limiting anything else in these terms and conditions, you grant SYNNEX a security interest in the products that it supplies to you together with all proceeds, whether or not those products have become accessions to other goods or processed or commingled into or mixed with other goods. Where products that SYNNEX supplies to you have become mixed with similar goods supplied by other persons, you grant SYNNEX a security interest in the mixed goods to the value of the products in the mixture that it has supplied to you but which have not yet been paid. If SYNNEX already has a perfected security interest in products it supplies to you together with their proceeds, that security interest is continued under this agreement.
35. You agree that you will do all acts necessary and provide to SYNNEX on request all information SYNNEX requires to register a financing statement over the products and their proceeds of all kinds, and that you will advise SYNNEX immediately in writing of any changes to that information. You waive all rights under section 148 of the Personal Property Securities Act 1999 (PPSA) to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating that is registered, issued, or received at any time in relation to this agreement.
36. You agree that you will supply SYNNEX, within 2 business days of its written request, with copies of all security interests registered over your personal property, and you authorise SYNNEX as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
37. You agree to reimburse SYNNEX if so requested, all reasonable costs and/or expenses incurred, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by SYNNEX, whether or not the change was initiated by you.
38. You agree that sections 114(1)(a), 133 and 134 of the PPSA shall not apply. You waive any rights you may have under sections 116, 119, 120(2), 121, 125, 129 and 131 of the PPSA.
39. If SYNNEX repossess goods under this agreement, SYNNEX may retain those goods or dispose of them without notice to you and, after deducting reasonable costs of sale, SYNNEX will credit any surplus by way of setoff against any sums owing to it. SYNNEX shall not be obliged to pay to any person other than you or your receiver or liquidator any sum in excess of the total amount you owe SYNNEX at the time it credits your account.
40. You authorise SYNNEX to search the Personal Property Securities Register at any time for any information about you or your parent or associated companies.
41. Amongst other privileges as a SYNNEX Reseller, you will receive periodical publications such as SYNNEX Price Catalogue, SYNNEX Reseller Bulletin, SYNNEX newsletters, and informational emails, etc. Information may either be sent to you via post or by electronic means including email and facsimile. You must notify SYNNEX if you choose not to receive any of these items.
42. SYNNEX reserves the right to change the terms and conditions without prior notice.

DIRECTORS' GUARANTEE AND INDEMNITY

In consideration of SYNNEX New Zealand Ltd (the "Company") supplying and continuing to supply goods and/or services on credit to following Company/Firm

(the "Customer")

I/WE

(the name of "Guarantor")

of

(the address of "Guarantor")

do hereby (jointly and severally in the case of more than one Guarantor) UNCONDITIONALLY AND IRREVOCABLY guarantee the due and punctual payment of all moneys which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder notwithstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Company or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a solicitor-client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for his/her/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorise the Company to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of New Zealand and that any proceedings to taken by the Company may be taken in the Courts of New Zealand AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

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

In the presence of:

Witness	Signature of Witness	Date
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Please return an original completed copy by mail to:

New Accounts, Synnex New Zealand Ltd, PO Box 25-1133, Pakuranga, Auckland.
 If you wish to speed up processing please fax attention new accounts on 0800 FAXSYNNEX (3297966)
 Thank you for taking the time to complete our account application. A representative will be in contact shortly.