

Authorised Dealer Application Form



Step 1. To be completed by both cash and credit account applicants

Important Information:

Will you be reselling the product that you purchase from Synnex New Zealand? Yes No

If **No stop here.** Synnex New Zealand's position in the industry is as a distributor. If you will not resell the product you are intending to purchase from Synnex, we will not be able to establish an account relationship at this time.

Documents must be fully completed before an account is opened and pricing quoted. We do not want to delay your application.

Have you had an account with Synnex New Zealand before? Yes No If Yes under what name?

Where did you find out about Synnex New Zealand?

Manufacturer Publication Reseller Referral Email Other _____

Description of Business:

Business Trade Name: _____ Date Incorporated: _____

Registered Business Name (if different from trade name): _____

Registered Business Street Address: _____ Suburb: _____

Region / Town: _____ Postcode: _____ Time at this Address: Years: _____ Months: _____

Business Phone: _____ Business Fax: _____

Number of Employees: _____ Number of Branches: _____

Billing Address: (if different from registered business street address)

Business Street Address: _____ Suburb: _____

Region / Town: _____ Postcode: _____

Shipping Address: (attach list if more than one shipping address)

Business Street Address: _____ Suburb: _____

Region / Town: _____ Postcode: _____

Website Address: http:// _____

Entity Type: Limited Company Trust Partnership Sole Trader

Paid-up Capital: \$ _____

Estimated Monthly Purchase with Synnex New Zealand: \$ _____

Anticipated Credit Limit Required: \$ _____

Anticipated Credit Terms: C.B.D. 7 days 14 days 30 days 20th Month

Name of Bank _____ Branch _____

Accountant _____ Address _____ Phone _____

Directors' Details:

Name: _____ Address: _____ Phone: _____

1. _____

2. _____

3. _____

4. _____

*Please initial every page here x _____

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Contact names:

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

Please tick the box above to indicate the person requires a web login and/or is authorised to order from SNZ.

Step 2. To be completed by both cash and credit account applicants

Trade references: By detailing below you authorise that we may make contact with the named nominee.

1

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

2

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

3

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

Additional Business Information:

Business Premises: Retail showroom Office Home

Is this a full time operation? Yes No

Are you involved or employed in any other business other than re-selling hardware and/or software products?

Yes (If yes please specify) _____ No

Which category best describes your company's business? (Please tick one)

- Consultant Direct Marketer ISP Retail Mass Merchant
- Consumer Electronics Educational Reseller OEM Wholesaler Telecommunications
- Corporate Reseller Etailer OEM with Shop Front Wholesaler
- Dealer Exporter Office Products Other

*Please initial every page here x_____

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Step 3. To be completed by companies wishing to pick up goods

In order to ensure that your orders are processed properly, promptly and securely Synnex New Zealand Ltd (Synnex) has implemented the following procedure that requires your immediate attention.

For ALL PICK-UP orders Synnex will verify that the person/s collecting the goods have their details on record and are authorised by you to collect goods. This is implemented to prevent potential disputes.

Please ensure that the following details are completed fully and sent to Synnex before you or your authorised representative collects goods from our warehouse. You must also provide authorisation to courier companies, by providing their details to Synnex, prior to collecting goods on your behalf.

Name (1): _____

Drivers License Number: _____

Name (2): _____

Drivers License Number: _____

Name (3): _____

Drivers License Number: _____

Please note:

1. Synnex employees are NOT PERMITTED to release goods unless proper identification is provided.
2. Please update details WHENEVER a new person is required or no longer authorised to collect goods.

Company Name : _____ Company Code: _____

Business street address: _____ Suburb: _____

Region / Town: _____ Postcode: _____

Name: (Please Print Clearly): _____

I agree to these conditions-

Authorised Signature: _____

*Please initial every page here x _____

Step 4. To be signed by both cash and credit account applicants

Terms and Conditions of Synnex New Zealand Ltd.

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, impost, 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-factory 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. Customer 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. Failure to deliver any shipment shall not entitle the customer to rescind or repudiate the sales contract. No cancellation of sales contract is allowed if goods or services have been delivered by the courier.
4. Delivery charges are at the customer's expense. Customers are requested to arrange their 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 the customer's responsibility. SYNNEX will not be responsible for any damages or loss whatsoever during transit once goods are despatched out of our factory.
5. An official 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.
6. Verbal orders over the telephone can be accepted if the following conditions are met:
 - (a) the purchase is subject to GST, currently at 12.5% of the goods or services provided and will be subject to change as according to the New Zealand Tax legislation
 - (b) the purchase is confirmed upon delivery of goods and services
 - (c) any dispute on pricing, condition of goods, etc. must be addressed within 24 hours of receiving of goods and services, otherwise, the invoice of the transaction will serve as a contractual sales and purchase agreement between Synnex New Zealand Ltd and the customer.
7. 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, or relevant legislation, and must be paid by the customer in addition to the price of the products, services and fees.
8. 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.
9. 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. If the account exceeds the credit limit and is not paid according to payment terms, or in the event of the customer entering into any arrangement with its creditors, going into receivership or liquidation, SYNNEX reserves the right to cancel the credit account without prior notice and all balances owing will become due. Payment and any future transactions will return to cash with order or cleared funds before delivery basis.
10. In the event of any default in payment to SYNNEX the customer shall pay to SYNNEX its costs of and incidental to the recovery of such sums as may be due including all mercantile and like fees and legal fees and charges on a solicitor/own 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.
11. A 1.5% (excluding GST) surcharge will apply if payment is made by credit cards accepted by SYNNEX. There will be a \$15.00 (excluding GST) charge for all returned cheques. No shipment will be made until the SYNNEX Credit Department has approved the order prior to the time of shipment. All new customers are required to transact on a Cash Before Delivery (C.B.D) 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 application is completed.
12. In the event of the customer failing to pay any outstanding account owing by the customer to SYNNEX or the customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, SYNNEX shall be entitled to a general lien on all property or goods belonging to the customer in SYNNEX's possession for any outstanding amount owing by the customer to SYNNEX, in case contra accounts exist, SYNNEX has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
13. Until SYNNEX has been paid in full for all goods supplied to the customer under any contract whatsoever between the customer and SYNNEX:
 - (a) The goods shall remain as property of SYNNEX.
 - (b) Should the goods or any of them be affixed or added to any other items, such attachment shall be effected by the customer solely as an agent for SYNNEX and SYNNEX shall have full legal and beneficial title to the whole of the new product thereby created.
 - (c) The customer 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.
 - (d) Subject to (e) and (f), the customer shall be at liberty to sell the goods and the new products in the ordinary course of the business on the basis that the customer 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 the customer to SYNNEX under any contract whatsoever, provided that the customer shall have no authority to enter into any contract of sale on behalf of SYNNEX. Any contract or sale shall be accordingly concluded in the name of the customer.
 - (e) SYNNEX may at any time revoke the customer's power of sale by notice to the customer if the customer is in default in payment of any sum whatsoever due to SYNNEX in respect of any goods or services supplied to the customer by SYNNEX or any other sums whatsoever or if any bill of exchange, cheque or any other negotiable instrument drawn or accepted by the customer in favour of SYNNEX is dishonoured on presentation for payment or if SYNNEX has bona fide doubts as to the solvency of the customer.
 - (f) The customer's power of sale shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all of the assets or undertaking of the customer or upon the commencement of a winding up application, the appointment of a Liquidator or if the customer call a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - (g) Upon determination of the customer's power of sale under (e) or (f) the customer shall place the goods and the new product referred to in (b) at the disposal of SYNNEX which shall be entitled to enter upon any premises of the customer for the purpose of repossessing such goods and new products from the premises.
 - (h) Terms thereafter will be on a strictly cash basis only. Sales will be made subject to Synnex's standard Conditions of Sales. In consideration of Synnex granting us credit facilities it is irrevocably agreed as it follows:
 - i. All goods obtained from Synnex shall be at our risk immediately upon delivery from the agreed delivery point.
 - ii. Notwithstanding that the risk in any such goods had passed to us, title and property in all goods shall remain with Synnex until such times as full payment is made to Synnex for all amounts owing by us in such a way so that our total indebtedness to Synnex under their terms and conditions of sales is discharged.
 - iii. It is acknowledged that points i. and ii. have been specifically drawn to our attention that we have read and fully understand the terms and accept them without reservation.

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14. Failure by SYNNEX to insist upon strict performance of any term or condition 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 term or condition.
15. All SYNNEX supplied products are covered, as standard, by the respective manufacturers' warranty on a Return to Base (RTB) basis to SYNNEX or nominated SYNNEX Authorised Service Centres. Details of manufacturer's warranty for individual products are listed separately in the Warranty Matrix, which is subject to change at the manufacturer's discretion without prior notice.
16. All goods that are to be returned to SYNNEX must be approved prior to shipping and allocated a reference number. Credit value will be at current selling price at time of return less a re-stocking fee of a 15% re-stocking fee will apply to all goods returned for credit. Any goods returned must be sent "signature required."
17. Save as expressly provided for in other contracts, SYNNEX shall not be liable to the customer or the customer's 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.
18. 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 the customer 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 SYNNEX and the customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by SYNNEX. Any order placed by customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in customer's order. Each order by customer is subject to acceptance or rejection by SYNNEX and is not binding on SYNNEX prior to SYNNEX acceptance of it. SYNNEX may refuse to proceed with any sales contract at any time if customer's credit is or becomes unsatisfactory to SYNNEX.
19. We request that Synnex supply us with goods and/or services for which we undertake to pay Synnex that agreed price(s) within the terms agreed, or if no such terms have been agreed, it will be cleared funds before delivery. Upon approval of this credit application form. Synnex will accept a company cheque at time of delivery. Synnex reserves the right to grant a credit account. A credit account will only be provided to customers who have traded with Synnex for a certain period of time with a satisfactory history. Details of the credit will be notified separately. 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.
20. Any contracts entered into between Synnex and customer shall subject to jurisdiction of the courts of New Zealand.
21. We 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 our credit arrangements.
22. We 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.
23. We understand the information may be used for the following purposes:
 - (a) To access an application by us for credit
 - (b) To notify other credit providers of our credit history including a default by us
 - (c) To exchange information with other credit providers as the status of this credit
 - (d) To access our credit worthiness from time to time
24. Amongst other privileges as a Synnex Reseller, you will receive periodical publications such as Synnex Price Catalogue, Synnex Reseller Bulletin, Synnex newsletters, 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.
25. Synnex reserves the right to change the terms and conditions without prior notice.
26. SYNNEX NEW ZEALAND Ltd ("Synnex") from time to time may deliver goods ordered by an authorised dealer to a third party on the following terms and conditions:
 - i. At the request of an authorised dealer Synnex may deliver goods ordered by the authorised dealer where:
 - ii. An official duly designed order in writing on the authorised dealer's letterhead or equivalent has been received by Synnex prior to delivery. The Purchase Order should include an order number, item product code, configuration required (if applicable), unit price, total order value, delivery address and contact details including telephone number, delivery date or schedule, invoice address, and any special requirements/ conditions.
 - iii. All delivery charges are at the authorised dealer's expense;
 - iv. Risk in the products will transfer to the customer upon delivery of the goods.
 - v. Synnex will obtain a signed proof of delivery from the intended recipient on receipt of goods. Synnex is not responsible to verify the validity of the signature of the recipient.
 - vi. Synnex shall not be liable or take responsibility for the delivery of goods to a person or address where the authorised dealer or the third party has provided incorrect or incomplete information to Synnex.
 - vii. The authorised dealer shall remain liable for the goods suppliers and delivered and/or the services for which Synnex undertakes in delivery of the goods and shall not be entitled to avoid payment of any account nor cost of delivery.
 - viii. All goods should be inspected by the recipient on delivery and must within 7 days of delivery report in writing any discrepancy with the customer's order. Failure to notify Synnex within the prescribed period will deem acceptance of the order.
 - ix. Synnex will not negotiate or communicate with the intended recipient with regard to any financial or delivery matters and will only communicate on any issues arising from or in connection relating to a delivery with the authorised dealer.

We hereby apply to be a reseller for SYNNEX NEW ZEALAND LTD. We further confirm that all goods bought are for re-sale purpose. The information provided in this application is accurate to the best of my knowledge. All Terms and Conditions contained herein are fully understood and agreed.

Signed: _____ Date: ____/____/____

Print name: _____

Position: _____

*Please initial every page here x _____

Step 5. To be signed by credit account applicants

Directors' Guarantee to Synnex New Zealand Ltd.

I/WE, (NAME/S) _____,
 hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to Synnex New Zealand Ltd., hereafter referred as the **Company**, by _____, hereafter referred as 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 Customer 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 and own 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 he/she/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 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.