



# ACCOUNT APPLICATION

PO Box 117 Rydalmere BC 1701 Australia

Ph: 1300 738 555 Fax: 1300 738 500

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ABN 30 000 087 347

We hereby apply for credit facilities with Electus Distribution Pty Ltd trading as TechBrands and submit the following confidential information for this purpose only.

TECHBRANDS IS HAPPY TO PROVIDE AUTOMATIC ACCOUNT FACILITIES TO THE FOLLOWING INSTITUTIONS: SCHOOLS, GOVT DEPARTMENTS, HOSPITALS. IF YOU ARE ONE OF THESE INSTITUTIONS SIMPLY CONTACT TECHBRANDS FOR DETAILS ON 1300 738 555

## 1) BUSINESS DETAILS Please note: It may take a minimum of 1 week to process your credit application TERMS & CONDITIONS See page over. All sections must be completed in full. Any incomplete applications will not be processed.

Trading Name: \_\_\_\_\_ \*ABN/ACN: \_\_\_\_\_ \*If you are a trustee, a trustee deed is required.

Street Address: \_\_\_\_\_ Postal Address: \_\_\_\_\_  
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Landline Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

## 2) INDUSTRY TYPE - Please choose only ONE option

- Audio / Visual
- Car Accessories
- Computer / IT
- Electrical / Electronic
- Education
- Giftware / Hobby
- Hardware / Tools
- Lighting / Solar
- Outdoors / Camping
- Medical / Pharmaceutical
- Security
- Other \_\_\_\_\_

## BUSINESS TYPE - Please choose only ONE option

- Education
- Government
- Installer
- Internet Reseller
- Not for Profit
- Retailer
- Media / Communication
- Original Equipment Manufacturer
- Wholesale
- Other \_\_\_\_\_

## 3) ACCOUNT TYPE

CREDIT

\*EXPECTED ANNUAL SALES \$: \_\_\_\_\_

Do you wish to receive backorders?

Yes  No

## 4) BUSINESS OWNERSHIP

Name:	Name:
Address:	Address:
Phone:	Phone:
No. of years company controlled by above:	Paid-up capital:

## 5) BUSINESS PREMISES

OWNED

LEASED

RENTED

## 6) EMPLOYEES

Full-time:	Part-time:
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## 7) TRADE REFERENCES

1.	Phone:	Fax:	Email:
2.	Phone:	Fax:	Email:
3.	Phone:	Fax:	Email:

## 8) TERMS & CONDITIONS: I/we acknowledge that I/we have read and accept the Terms & Conditions issued with this application.

### APPLICANT

Director:	
Position:	
Signature:	Date:

### SALES CONTACTS

Name:	Position:	Add to mailing list
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N

### OFFICE USE ONLY:

LIMIT	ACCOUNT APPROVED:	DATE:
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SALES APPROVED	SALES CLASS:
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# TERMS & CONDITIONS

## GENERAL

All orders for products will be accepted by Electus Distribution Pty Ltd ABN 000 087 347 ("Electus") subject to these terms and conditions. Any person, entity or corporation placing orders for goods/products with Electus ("Customer") is bound by these terms and conditions. No other terms or conditions will apply to the supply of products by Electus unless they are accepted in writing by Electus.

Electus is a business-to-business supplier. The catalogue is intended for use by business customers and not for consumers or private individuals. **PRICES**

The prices in our catalogue are current at the time of printing of the catalogue. Whilst Electus will try to maintain prices specified in the catalogue, Electus reserves the right to change the price of any product without notice. Non-catalogue items will be sold at the prices set out in the relevant quotations supplied by Electus. Any prices quoted in writing by Electus will be valid for a period of 14 days from the date of the offer. All prices specified by Electus in the catalogue and website exclude goods and services tax (GST) and the customer must pay any applicable GST in addition to the prices specified. Any Recommended Retail Prices are already inclusive of GST. It should be noted that goods exported by Electus are exempt from GST.

## PAYMENT

For approved account Customers payment is due no later than 30 days from the end of the month in which the products were invoiced, without any deductions whatsoever. Otherwise payment by cash, credit card, subject to authorisation, or direct deposit is required with order prior to delivery. Any subsequent refund of orders paid for by credit card will be made to the relevant credit card account. Cheques and postal orders must be made out to Electus Distribution and crossed. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, Electus will be entitled to cancel any unfilled order or suspend any further deliveries until the account is in order, withdraw credit facilities or adjust the Customer's credit limit and interest at the rate of 10% per annum payable daily will be charged to all outstanding invoices not paid within terms. If legal action is taken to recover monies due to Electus, the full balance on the account becomes due and payable and Electus reserves the right to charge the Customer all fees incurred in such proceedings.

## PRODUCT AND AVAILABILITY

With constant sourcing of product and rapid developments in the electronics industry Electus is constantly reviewing its product range. New products are added and Electus reserves the right to discontinue any product or to change its design at any time. Electus will not be liable in any circumstances for a failure to supply any product ordered by the Customer.

## ORDERS

Electus reserves the right to decline to trade with any company or person without giving reasons for doing so. To avoid duplication, written confirmation of telephone orders must be clearly marked "Confirmation only". Electus will not accept liability for orders not so marked and duplicate orders will be charged accordingly. Electus will use reasonable endeavours to meet delivery estimates but in no circumstances shall it be liable to compensate the Customer for nondelivery or late delivery.

## Minimum Order Value

As we provide considerable discounts in this catalogue the minimum order value is \$50. Orders under this carry a \$10 surcharge. No orders under \$20 will be accepted in any case.

## Order Amendment, Suspension and Cancellation

Orders can only be modified, suspended or cancelled after prior negotiation and agreement and the Customer must indemnify Electus in respect of any expenses incurred by Electus relating to the modification or cancellation of any order. A restocking fee of 20% will apply.

## Non-stocked / Indent Items

Products marked as "Indent" or not included in our catalogue are not stocked by Electus and may have minimum order quantities or minimum line values applied to orders. Such items are indent items and require an irrevocable order.

## Backorders - Account Customers Only

Products not in stock at the time of receipt of the order by Electus, will automatically be placed on backorder, unless otherwise requested.

## Export Orders

Customers are responsible at their expense for obtaining any licence and complying with any export regulations in force within this country and the country for which products are destined. Payment of overseas export orders is via Telegraphic Transfer prior to goods being despatched (bank fees may apply in addition to order value and freight).

## DELIVERY

In order to keep freight cost as low as possible, Electus has negotiated low freight rates based on high volume. Electus reserves the right to change the freight cost to the Customer unless other arrangements have been pre-arranged. Electus uses these preferred carriers unless specifically requested by the Customer. If the Customer requests a specific carrier, we cannot guarantee access to the despatch dock without prior notice. All freight costs for specific carriers cannot be prepaid; they must be "Freight Collect". For "Freight Collect", insurance responsibility for the products passes to the Customer once product has been passed to their carrier. Where Electus are unable to supply a complete order from stock, this charge will only apply to the original despatch. All subsequent shipments to complete the order will be sent freight free.

## INSPECTION, DEFECTS AND NON-DELIVERY

The Customer must inspect the products as soon as is reasonably possible after delivery and Electus shall not be liable for any defect in the products or shortages in delivery unless written notice is given to Electus within 7 days of delivery. Electus does not write software comprised in the products and it is the Customer's responsibility to check for the presence of computer viruses before the products are used. In the case of non-delivery, the Customer must notify Electus immediately the invoice is received, otherwise no liability can be accepted. Any liability of Electus for non-delivery or defective products shall be limited to, at Electus' discretion, replacing or repairing the products within a reasonable time or to refund any monies already paid in respect to the products. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception.

## RETURNS

The Customer must telephone the sales office prior to returning any products. A Return Authorisation form will be issued in approved cases and details including the original invoice number and date of purchase must be supplied by the Customer. Any product returned must be received by Electus within 14 days of the original delivery and must be undamaged and unaltered and in original packaging. Certain products (including software, books, and batteries) are excluded from the right of return and may not be returned under any circumstances. Products classified as static sensitive devices will only be accepted for return in exceptional circumstances and only where the Customer can prove to Electus that the products have been handled correctly. Approved returns will be repaired or replaced only. The Customer accepts liability for all freight costs incurred in the return of products including warranty repair or replacement of faulty goods without exception and a restocking fee of 20% applies.

## RETENTION OF TITLE

Title of goods shall only pass to the buyer following full payment of the relevant Electus invoice. Electus reserves the right to reclaim these goods from the Customer's premises if the invoice is not paid within the terms of this contract and the Customer hereby gives consent for the authorised agent or representative of Electus to enter the Customer's premises for this purpose. The Customer shall not have any power to mortgage, charge or encumber the goods whilst in its possession or otherwise until payment in full has been made.

## WARRANTY

Electus will endeavour to transfer to the Customer the benefits of any warranty or guarantee given to it by the manufacturer of the products. Any defects which under proper use, appear in the goods within a period of three months (unless otherwise stated by Electus) and which are due to faulty materials, workmanship or design will be made good by Electus either by repair or at Electus' discretion replacement (which is Electus' sole obligation and the Customer's sole remedy under this provision). If there is no manufacturer fault found, all freight charges plus a \$40.00 administration fee may be charged. Electus shall not be liable for defective goods if the defect arises because the Customer has:

- Repaired or altered the goods without written consent of Electus' authorised officers or
  - Subjected the goods to conditions outside the manufacturer's stated instructions on storage, usage, installation, use or maintenance.
- Any goods replaced or repaired under this clause will be guaranteed on these terms for any unexpired portion of the warranty period given on the original products.

## LIABILITY

Electus shall not be liable to the Customer for any indirect or consequential damages, loss, expense or claims for consequential compensation whatsoever which arises out of or in connection with any Contract. To the fullest extent permitted by law, the Customer releases Electus and associated entities from and against all liability whatsoever for any injury, loss or damage sustained by the buyer howsoever arising.

## INTELLECTUAL PROPERTY RIGHTS

Any claim from the sale which may allege infringement of trade marks, trade names, patents, copy or property rights of other parties, shall be directed immediately by the buyer to Electus and the buyer will give every assistance to Electus in connection with such claim. The buyer will not itself, deal with, or compromise any claim which may occur.

## PRIVACY

Electus endeavours to protect your privacy by:

Only collecting information from those with whom we deal which is necessary for our business to adequately service our customers.

Except where the law says otherwise, the external organisations having access to this information are approved mailing houses which mail our marketing material to our customers or credit card/credit reference companies for finance approval.

We do not use any personal information we have collected for any other purposes without seeking the individual's permission.

We will take reasonable steps to ensure personal information on our database is accurate and complete at all times.

We will hold the information indefinitely so future marketing material can be sent to the individual. If you do not wish to receive this material in the future, please email the privacyofficer@electusdistribution.com.au to have your details removed. Personal information will not be disclosed to any organisation or individual who has not given a commitment to deal with such information in a way, which is consistent with the National Privacy Principles.

All information is securely held by the organisation to prevent tampering, interference by outside sources or unauthorised use by employees or agents of the organisation.

Individuals can access the information that our organisation holds on them in accordance with the National Privacy Principles.

If an individual believes the information we hold on them is not accurate they have the right to apply to the organisation to have that information corrected.

A Privacy Officer has been appointed to assist all individuals with requests for access to information or concerns about the handling of their information. That person may be contacted via email privacyofficer@electusdistribution.com.au or you may forward such requests in writing to:

Electus Distribution Pty Ltd., PO Box 117, Rydalmere BC 1701, Australia.

## DISCLAIMER

Specification and particulars in relation to products referred to in Electus' catalogue or website are subject to change without prior notice.

Some photographs contain samples units and shipment product may vary in colour and look. Electus will not be held liable for any errors or omissions.

## FORCE MAJEURE

Electus will not be in breach of its contract with the customer for any delays in performing, or failure to perform, its obligations under these terms and conditions if delays or failure were due to any cause or circumstance beyond Electus' reasonable control (which shall include, but not be limited to, government actions, war, fire, explosion, flood, acts of terrorism, import or export regulations or embargoes, labour disputes or the inability to obtain or a delay in obtaining supplies of products). Electus may, as its option delay the performance of, or cancel the whole or any part of a Contract.

## RELATIONSHIP

During the term hereof, the relationship between Electus and the buyer is that of vendor and purchaser. The buyer, its agents, employees, and dealers, under no circumstances will be deemed to be agents or representatives of Electus, nor will any of them have the right to enter into any contracts or commitments in the name of Electus or otherwise to bind or commit Electus.

## JURISDICTION

This agreement shall be governed by the law of New South Wales. The parties to submit all disputes to the exclusive jurisdiction of the courts of New South Wales, Australia.