

Reseller Application – Detail Form

Company Detail

Legal Name: _____

Trading Name: _____

ABN/ACN: _____

Address: _____

Postal Address: _____

Delivery Address: _____

Phone: _____

Fax: _____

Email: _____

Website: _____

Sales

Name: _____

Mobile: _____

Phone: _____

Email: _____

Accounts

Name: _____

Mobile: _____

Phone: _____

Email: _____

Director

Name: _____

Mobile: _____

Phone: _____

Email: _____

Company Profile

Nature of business: _____

Line of business: _____

Years in operation: _____

No. of employees: _____

Principal product: _____

Has shop front: Yes/No

Note: Please complete this form and sign the terms and conditions below, together with your **Business Registration Certification** copy. Fax all documents to **(02) 99293490** or post them back to **PO Box 1893, North Sydney, NSW 2060, Australia**. **NB Faxed or incomplete applications will not be accepted.**

Reseller Application – Terms and Conditions

RESELLER TERMS AND CONDITIONS
BETWEEN

ABN _____

AND

HITV COMMUNICATION PTY LTD

ABN 45 111 991 372

This is a legal agreement between You (the registered company) and HiTV Communication Pty Ltd. By joining the Reseller Program and become HiTV reseller, You agree to the following Terms and Conditions.

Definitions

"Agreement" means these Terms and Conditions

"HiTV", "HiTV Communication", "we" and "us" means HiTV Communications Pty Ltd.

"You" means the Reseller who agrees to resell HiTV Communications products to a third party.

"Reseller" means any Person who joins the Reseller Program.

"Customers" means any Customer of the Reseller.

"Products" means any HiTV branded products or products sold and warranted by HiTV

Entire Agreement

This Reseller Agreement specifies the terms and conditions you accept and agree to abide by when reselling any products provided by HiTV to any third party. Customers may not return products classified as "no fault products" to HiTV Communications unless otherwise specified by written and agreed by HiTV.

Modifications to Agreement

Upon notice to you by email or in writing, we may modify the terms of this Agreement. If any modification is unacceptable to you, you may terminate the Agreement; should you so terminate

the changes we have announced will nevertheless become effective unless we agree, in writing, to the contrary.

Term

This Agreement will be effective from _____ (dd/mm/yyyy). Both of the parties agree that this Agreement will be reviewed before expiration and amendment or extension of this Agreement will be agreed in writing and signed by both parties.

Your account will be set up when we approve your application. An Acceptance Letter will be sent to you in about 5 working days. Your original payment term with HiTV is **COD (cost on delivery)**.

Your Reseller Application will be kept on file for a period of two months. Failure to activate the account will require you to re-apply.

Billing

You agree your original payment term with HiTV is COD (cost on delivery). You may apply for extended payment and credit terms separately upon HiTV's approval.

You agree that any billing or other financial transaction conducted between you and your Customer is separate from your obligation to HiTV, and that no delay or alteration of any outstanding account balance owed by you to HiTV will be affected by your ability to in turn collect monies owed to you by your customers.

Servicing and Warranty

Products are covered by manufacturers' warranty. To the extent permitted by law, HiTV's entire responsibility with respect to warranties for the products is to pass on to customer the benefit of any such warranties. You agree that you are responsible for assuring that your technicians for the HiTV products are trained and professional in providing technical servicing to your customers. You agree to act as the first point of contact for your customers for all technical queries relating to HiTV products to the customers. We agree to provide technical assistance to you.

All HiTV products are warranted against defects in workmanship and material for a period as specified by HiTV. HiTV further warrants that the products conform to the publicly published product specifications in effect on the date the product is sold to the customer.

In the event that the product is defective, we will provide a replacement unit within five (5) working days once the defect unit is received by us. We will not be responsible for the costs of re-installation and the cost of shipping the defective unit. However, we will cover the costs of shipping the replacement unit to you.

Indemnity and Limitation of Liability

Under no circumstances will HITV, its directors, employees, and associated entities, be liable for any business expenses, loss of profit, or incidental or consequential damages, however caused, whether by HITV's sole or concurrent negligence or otherwise.

Notwithstanding anything contained herein to the contrary neither party hereto will be liable hereunder for any special, incidental or consequential damages, including without limitation loss of profits or prospective profit by you or HiTV, whether arising out of or alleged to have arisen out of breach of this agreement, negligence or otherwise.

Confidentiality

Each party will protect the other's confidential information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information. Neither party will use the other's confidential information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's confidential information without the prior written consent of the other party.

The confidentiality undertakings of both parties pursuant to this article will remain in full force and effect during the duration of this agreement and three (3) years thereafter.

Termination

Either party may terminate this Agreement, without cause at any time upon thirty (30) days written notice, or with cause at any time upon ten (10) days written notice. Cause for termination will include, but not be limited to, any material breach by the other party of the terms and conditions described hereunder, including any failure by you to meet its sales figures, training, and other obligations and requirements.

Cancellation

Unless otherwise agreed in writing by an authorised officer of HiTV, you may not cancel an order

which has been accepted by HiTV.

If your right of cancellation is agreed to by an authorised officer of HiTV in writing, the right must be exercised by notice in writing from you to HiTV not later than 3 days before the estimated date of shipment by the manufacturer (as the case may be).

Unless otherwise agreed between you and HiTV, upon cancellation prior to shipment, any deposit paid by you will be forfeited to HiTV.

Return of defective products

HiTV will be responsible to repair the RMA Products that are within the RMA Period and meet the HiTV RMA terms and conditions. The HiTV RMA terms and conditions of each contracted product are detailed in HiTV's RMA (Return Manafactory Authorization), DOA (dead on arrival), and Product Exchange policies (hereafter: HiTV Service Policies). You agree to follow HiTV's service policies and their related terms and conditions. HiTV will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance.

Return for credit or refund of no fault products

Customers may not return products classified as "no fault products" to HiTV Communications unless otherwise specified by written and agreed by HiTV Communications. Return for Credit requests will only be approved if HiTV agrees and the HiTV Return for credit form is received; and the item was invoiced by HiTV within the previous 15 working days and must be current HiTV stock.

No END OF LIFE or RUN OUT stock will be accepted or approved for return. The value of the credit issued will be at the item(s) current buy price (or the invoice amount whichever is the lesser amount). For no fault products those wish to be returned for credit but are more than 15 days after the original invoice date, a "Return for Credit" form must be completed with HiTV's consent to receive 80% credit of the current buy price. No return for credit is accepted for products purchased more than 8 weeks from HiTV.

You agree to pay all freights. No refund on freight charges is accepted.

Delivery



Delivery times advised to you are estimates only and HiTV will not be liable for any loss, damage or delay suffered or incurred by you or your customers arising from late or non-delivery of the Products. Delivery cost will be borne by you.

Confidentiality

You agree to keep all communication between you and HiTV, including this Agreement and the price list, confidential.

Company registration

Copy of company registration must be submitted as part of Reseller application.

Governing law and jurisdiction

This Agreement will be governed by the laws of Australia, excluding its choice of law provisions. Any legal action related to this Agreement will be instituted in Australia courts, and each party consents to the exercise of personal jurisdiction over it by any such court.

With this agreement, HiTV appoint you to be a Reseller of all HiTV products. This agreement applies between the period of Start Date and End Date inclusive.

Signed by HiTV Communications Pty Ltd

Signed by Reseller

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)