



RESELLER APPLICATION FORM

(Application for Cash Account)

COMPANY INFORMATION

Full Registered Company or Business Name:

Trading Name (if different):

Business Address:

Suburb: State: Post Code:

Date of Incorporation: State of Incorporation:

ABN: ACN:

Postal Address (if different):

Telephone: () Fax: ()

Company Web Address:

Contact Name 1: Mobile:

Email Address:

Contact Name 2: Mobile:

Email Address:

Contact Name -Accounts: Phone: ()

Email Address:

The Following information is will be used in the event of business premises closing while the customer holds loan or demo products or where pre payment is declined after goods have been sent.

DIRECTORS / PROPRIETORS 1:

Full Name: Title:

Residential Address:

Home Phone: Mobile Phone:

I have read and agree to Command's Trading Terms and Conditions and apply for our company to establish a cash account with Command Pty Ltd.

Signature:

Date:

DIRECTORS / PROPRIETORS 2:

Full Name: Title:

Residential Address:

Home Phone: Mobile Phone:

I have read and agree to Command's Trading Terms and Conditions and apply for our company to establish a cash account with Command Pty Ltd.

Signature:

Date:

Terms & Conditions

STANDARD TERMS AND CONDITIONS OF SALES

Set out below are the standard terms and conditions on Goods sold delivered by Command Pty Ltd with effect from July 2003:

1. Legislation and Interpretation

Nothing in these terms and conditions exclude, restrict or modify any condition, warranty, right or liability expressed or implied either by the Trade Practises Act or by any other Australian or State legislation relating to the sale of Goods or Consumer Affairs where to do so would render any part of these conditions void or of no effect. The above standing, these terms and conditions constitute the whole contract between Command Pty Ltd and all its customers and supersedes all previous communications either spoken or written, in particular no term or condition contained in any customers Purchase Order or Terms of Purchase shall add to, amend or delete these terms and conditions or any of them unless expressly agreed in writing by Command Pty Ltd.

2. Prices

- (a) All prices quoted in the Command Pty Ltd price lists are cash prices.
- (b) Prices are subject to change without notice. All prices are based on the full quantities Specified and do not necessarily operate pro rata for any greater or lesser quantities.
- (c) Goods and Services Tax (GST) will be charged at the appropriate rate ruling at the time of invoice.

3. Terms of Payment

- (a) Full payment must be recieved with order unless expressly agreed in writing by Command Pty Ltd
- (b) Payment is accepted by Company Cheque, Bank Cheque, Direct Deposit.
- (c) Orders paid by company cheque will be dispatched after cheque clearance unless agreed in writing by Command Pty Ltd.

4. Title

- (a) The Goods are to remain in title and property of Command Pty Ltd until fully paid and cheques are cleared
- (b) Ownership of products will only be transferred to the customer when all monies owed to Command Pty Ltd have been paid in full. Transfer or sale of goods owned by Command Pty Ltd due to failure to pay for goods, is strictly prohibited.

5. Delivery and Risk

- (a) It is the Customers responsibility to ensure that the Goods ordered conform to its requirements.
- (b) When a date or month is stated by Command Pty Ltd for anticipated or promised delivery of the Goods it is a bona fide estimate only. If Command Pty Ltd is delayed by any circumstances beyond it's control then it may suspend delivery or extend the delivery time in respect of the whole or part of the Goods and it shall not be liable to the Customer for any consequential loss or damage arising from any such delay.
- (c) Any agreement or undertaking by Command Pty Ltd is consequent upon it's ability to secure or supply the Goods.
- (d) Delivery may be made in one or more lots. Each lot shall form a seperate contract on delivery and be accepted and paid for accordingly notwithstanding late delivery or non-delivery of any other lot. Upon failure of the buyer to pay any other amount when due Command Pty Ltd may at it's option terminate the contract as to further delivery and no forbearance or course of delaying shall affect this right of Command Pty Ltd.



Command Pty Ltd

Standard Terms and Conditions of Sales

Initial :

- (e) the Customer accepts full risk of loss or damage to the Goods from the time that they are dispatched from Command Pty Ltd for delivery to the Customer.
- (f) Command Pty Ltd shall have the right to accept any order for the supply of Goods in whole or in part or decline any order. Where delivery is made by Command Pty Ltd in respect of part only of any order then these terms and conditions shall apply to the Goods actually delivered.

6. Warranties

- (a) Subject to the conditions hereof the only warranties in respect of the Goods shall be those expressly stated by the manufactures as contained in any literature published by them which may accompany the Goods.
- (b) The Customers, its employees or agents shall not make any statement, representation, undertaking or warranty other than those mentioned in (a) above or express as implied by law.
- (c) Goods returned under warranty will be repaired or replaced at Command Pty Ltd discretion.
- (d) Command Pty Ltd will void warranty of any product that has been mishandled, serial numbers or warranty stickers will also void the warranty.
- (e) Warranty is void on any item physically damaged.

7. Product Returns

- (a) In respect of the return of Goods for credit the current procedures will apply subject to the provisions of any consumer or trade practices law and provided the buyer has first obtained from Command Pty Ltd Authorisation Number (RA#).
- (b) The RA# must be clearly written on the shipping label, not on the product packaging, and a copy of the original invoice must be supplied.
- (d) An RA# does not guarantee either credit or replacement, it is simply an authorisation to return goods to Command Pty Ltd.
- (e) Goods should be properly packaged for return, as goods damaged in transit will not be accepted.
- (f) Command Pty Ltd is unable to accept any returned goods that are not in their unmarked original packaging and in complete "as new" condition.
- (g) Products returned for credit may incur 15% restocking fee at the discretion of Command Pty Ltd.

9. Document Review

From time to time this document may be subject to change. Customers will be advised of these changes to conditions and a new document provided.

Initial :

OFFICE USE ONLY	
Customer Reference: <input type="text"/>	Sales Rep: <input type="text"/>
Comments: <input style="height: 20px;" type="text"/>	
<input type="text"/>	
Website Logon: <input type="text"/>	Password: <input type="text"/>

