

## RESELLER ACCOUNT APPLICATION & INTERNET ACCESS

### Steps for application:

1. Please download a copy of this document.
2. Fill in the form using Adobe Acrobat, or print clearly using blue or black ink.
3. Print this form and sign the applicable fields.
4. Scan and email back to [accounts@dickerdata.com.au](mailto:accounts@dickerdata.com.au)

### Section 1 Reseller ("You")

#### Your Details:

Reg. Company  Govt.  Sole Trader  Partnership

Club/Charity  Institution  Trust  Other

Your Name (company, trustee, individual): .....

.....

Trading Entity Name: .....

ABN: ..... ACN: .....

Date of Incorporation: ...../...../..... State of Incorporation: .....

Name of Trust (if acting as trustee): .....

Date your Business Started: ...../...../.....

Date you Purchased the Business: ..... / ..... / .....

Name of Business Bank: .....

Name of Bank Account: .....

BSB No: ..... Account No: .....

#### Requested account terms:

Please note that credit accounts are only available where average purchasing from Dicker Data is greater than \$10,000 per month:

**No Credit** (Payment by credit card, cheque, cash, BPay, EFT)

**10 day** from invoice (minimum \$10,000 purchases monthly)

**30 day** EOM (minimum \$50,000 purchases monthly)

#### For credit accounts:

Account Limit Applied for \$ .....

Tel. No.: ..... Fax No.: .....

E-mail: .....

Website: .....

Email Address for all correspondence (including **Account Statements** and **invoice copies**): .....

#### Business Address:

.....

Suburb/City: ..... Postcode: .....

Own/Mortgage  Leased

Years/Months at Address: .....

#### Delivery Address (if different from Business Address):

.....

Suburb/City: ..... Postcode: .....

Delivery Instructions:  Part Ship  No Part Ship

### Section 2 Company Directors / Partners / Proprietors of your Business / Sole Trader

1. Name: .....

2. Name: .....

Residential Address: .....

Residential Address: .....

.....

Own  Rent

.....

Own  Rent

Date of Birth: ..... Drivers Licence No: .....

Date of Birth: ..... Drivers Licence No: .....

Tel. No.: ..... Occupation: .....

Tel. No.: ..... Occupation: .....

**(Attach details of additional people on a separate sheet to this Application)**

### Section 3 Internet Access (complete this section if you would like to register for access to our on-line services)

1. Name of Administrator: .....

3. Requested User Password: .....

2. Administrator's E-mail: .....

**Section 4 Trade References (Required if applying for a credit account)**

**If applying for a credit account please attach a copy of your latest Financial Statements with this Application.**

1. Supplier's Name: .....	3. Supplier's Name: .....
Contact Name: .....	Contact Name: .....
Account No: .....	Account No: .....
Email: .....	Email: .....
Tel No.: ..... Fax No.: .....	Tel No.: ..... Fax No.: .....
2. Supplier's Name: .....	4. Supplier's Name: .....
Contact Name: .....	Contact Name: .....
Account No: .....	Account No: .....
Email: .....	Email: .....
Tel No.: ..... Fax No.: .....	Tel No.: ..... Fax No.: .....

**Section 5 Your Business' Financial Details (Required if applying for a credit account)**

Estimated Current Turnover Per Annum \$.....	If any Registered Encumbrances/Charges, give details:.....
Previous Turnover Per Annum \$ .....	.....
Estimated Value of Current Assets \$ .....	.....
Estimated Current Liabilities \$.....	.....
<i>For Companies Only:</i>	Have you or any of your directors ever been registered under any part of the Bankruptcy Act, been under any special financial arrangements or had legal proceedings commenced against you or any of your directors for payment of debts?
Paid Up Capital \$ .....	<input type="checkbox"/> Yes (attach full details to this application)
No. of Issued Shares: .....	<input type="checkbox"/> No
Name of Parent and Related Companies: .....	<b>If applying for a credit account please provide your most recent financial statements</b>
.....	

**Section 6 Mailing List**

Would you like to be on our mailing list?  Yes  No

Preferred Email Address for Mailing List: .....

**Section 7 Declaration**

To: DICKER DATA LTD - ABN 95 000 969 362 ("DICKER DATA")

I/We expressly represent to DICKER DATA that I am/we are a reseller and are authorised to sign this Application for an account on behalf of the Customer. I/We declare that the information in this Application is true and correct to the best of my/our knowledge. The Customer acknowledges that this Application includes a Guarantee and Indemnity, Terms and Conditions (which includes a purchase monies securities interest PMSI provision) and Privacy Statement and these documents govern the account.

The Customer acknowledges that: (a) first use by it of the account will constitute its acceptance of and agreement to those Terms and Conditions and Privacy Statement; and (b) this Application is subject to the Guarantee and Indemnity being granted in favour of DICKER DATA (unless DICKER DATA agrees otherwise). I/We declare that this account is wholly for business purposes. I/We have read and agree to the collection, uses and disclosures of information about me/us, the Customer and other persons, as set out in the Guarantee and Indemnity, Terms and Conditions and Privacy Statement that appear overleaf.

Name (please print) ..... Position ..... Date.....

Signature .....

**Completed Applications should be returned to: Dicker Data, 230 Captain Cook Drive, Kurnell  
NSW 2231 Freecall: 1800 688 586 | Tel: 61 2 9589 8400 |**

**Email: [accounts@dickerdata.com.au](mailto:accounts@dickerdata.com.au)**

**Incomplete Applications will not be accepted by us but returned to you for completion**

In consideration of DICKER DATA LTD ("**Company**") granting credit to the Customer described in the **Schedule** below:

I/We, ("**Guarantor**") .....  
of ("**Guarantor's address**")..... ("**Guarantor**")

jointly and individually:

- 1. guarantee to the Company the Customer's performance of its obligations including the payment of all amounts which the Customer is required to pay to the Company at any time ("**Guarantee**"); and
- 2. indemnify the Company and hold the Company harmless from and against any loss (including damages and all of the Company's legal costs and expenses) or liability however arising, whether direct or indirect, in respect of the Company's granting credit to the Customer at any time ("**Indemnity**").

I/We agree that:

- (a) both the Guarantee and the Indemnity are unconditional, continuing and irrevocable;
- (b) the Company requires payment from me/us personally quite separate from the Customer's liability and I/we accept personal responsibility;
- (c) this Guarantee and Indemnity is in addition to any other rights which the Company may have against the Customer or any other person and the Company is entitled to recover payment from or require the performance of any undertaking or obligation by me/us without first taking any steps or proceedings against the Customer or any other person;
- (d) I/we are personally liable for not only the debt or interest payable by the Customer to the Company but also for the Company's expenses including, for example, its legal costs (at the normal rate paid by the Company) and debt collector's expenses;
- (e) this Guarantee and Indemnity is a principal obligation and shall not be treated as ancillary or collateral to any other obligation and this Guarantee and Indemnity shall be enforceable even if any obligation between the Company and the Customer is or becomes wholly or partially unenforceable for any reason;
- (f) my/our liability under this Guarantee and Indemnity is not affected by any time or indulgence granted by the Company to the Customer, the release of any security or guarantee held by the Company, any variation in arrangements between the Company and the Customer, the full or part payment of monies owing by the Customer to the Company, any waiver, delay, neglect or omission by the Company in exercising its rights, my/our bankruptcy, death or winding up or the operation of law.
- (g) if any payment to the Company by or on behalf of the Customer is or becomes void for any reason my/our liability in respect of that payment will not be discharged and will be treated as if the payment was never made;
- (h) I/we may not set off any amounts due by the Company to the Customer to reduce our liability to the Company;
- (i) if the Customer becomes bankrupt or goes into liquidation, I/we will not prove in such bankruptcy or liquidation in competition with the Company except with the Company's prior consent;
- (j) the Company is not required to notify me/us of any default by the Customer;
- (k) any defence the Customer may have against the Company from time to time will not also be available to me/us;
- (l) (if there is more than one of us), we are bound by the terms of this Guarantee and Indemnity jointly and severally; and
- (m) (if there is more than one of us), this Guarantee and Indemnity is effective even if is not signed by all of us.

I/We further agree:

- (a) to freely charge all of my/our real and personal assets and agree to execute on demand a mortgage in registrable form in favour of the Company as mortgagee over all or any part of my/our real estate containing such covenants (including the covenants in Memorandum AA776971D registered with the Department of Lands NSW) as the Company may require; and
- (b) to the Company placing a caveat on the title to any real estate I/we own in respect of gross debt and the Guarantor's right to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the Customer's indebtedness to it.

I/We irrevocably appoint the Company my/our attorney for the purpose of doing either in its own name or in its capacity as attorney all such acts, matters and things as the Company from time to time considers necessary or expedient for the purpose of effecting all of the powers and authorities contained in this Guarantee and Indemnity.

This Guarantee and Indemnity is governed by the laws of New South Wales and I/we agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

"Including" and other similar words are not words of limitation.

I/We acknowledge that I am /we are under no legal compulsion to sign this Guarantee and Indemnity.

**SCHEDULE – the Customer**

**Customer Name:**

**ABN:**

**Address of Customer**

Dated this: ..... day of .....200...

Signature of Witness .....

**SIGNED** by the said guarantor: .....  
In the presence of:

Name of Witness .....

Address.....

## TERMS & CONDITIONS

These are the terms and conditions on which DICKER DATA LTD (“we” or “us” or “our”) is willing to trade with you. Any variation to these terms and conditions must be in writing and signed by an authorised officer of DICKER DATA LTD. You agree that these terms and conditions create a PMSI in the product (and its proceeds) supplied presently and in the future by us to you.

### 1. Scope, Product & Price

(a) These terms and conditions includes the provisions relating to your use of our product (as defined below). These terms and conditions are in addition to any terms and conditions that apply to a particular Third Party Product which may be available on the applicable Third Party Supplier's site.

(b) You may offer to purchase from us certain products, being: (i) our products (“our product”); and (ii) products or services that are developed or licensed to end users by Third Party Suppliers.

(c) The price and description of our product you may offer to purchase from us is described in our price list. We may change the price list at any time without prior notice. Any description of our product including any specifications, illustrations, drawings, data, dimensions and weights is approximate and is given by way of identification only. The use of that description does not constitute a sale by description and does not form part of our contract with you unless we say so in writing. You are responsible for ensuring that the product ordered is suitable for its intended use by you and we are not liable to you for any product you order which is unsuitable for your intended use. All pricing of product will be in accordance with our price list and we reserve the right to invoice you in accordance with that price list despite any such unintended errors on our website or data entry errors.

(d) If we provide you with a quotation, it is valid only for the period of time specified in the quotation or 30 days, whichever is the lesser, and only in respect of the matters set out in the quotation. Our quotations are confidential. You must not disclose the information in our quotations to any other person without our prior consent.

### 2. Payment

If you have a pre-approved account limit with us, our terms are strictly in accordance with our payment terms as separately agreed with you in writing from time to time, or where there is no separate agreement, 10 days from the date of invoice. If you do not have a pre-approved account limit, payment in advance by cash, cheque, EFT, Bpay or credit card is required and must be paid within 48 hours of placing an order (failing which, we will be entitled to cancel the order without notice to you). Payments by cheque will not be considered received by us until the cheque is cleared by our bank. If any payment by you is dishonoured, you must pay us an additional account processing fee of \$40.00.

These terms of payment also apply to any work we perform or service we provided to you on request which is separate from your purchase of product.

An account processing fee will be charged, unless otherwise agreed, for payments made by credit card, up to 2% for payments made by Visa, Mastercard or Moneytech card and 3% for payments made by American Express.

### 3. Account Limit

Normally, we allow you to purchase and continue to purchase our product as long as the total of your account does not exceed your pre-approved account limit (if any) and you have provided us with three (3) satisfactory written trade references and/or a satisfactory trade or status report from a credit rating agency acceptable to us.

We may require fresh references/reports from time to time and additional information if you apply to increase your account limit.

If we perform work or provide a service to you separate from your purchase of product, our fee for providing such work or service is added to your account.

You agree that you will, if we request, also provide us further supporting documentation which may include (but is not limited to) any or all of the following:

- evidence that you have been incorporated for at least 12 months; and
- a copy of your Financial Statements (which must not be more than 12 months old).

In no circumstances are we obliged to accept any application for an increase in the limit of your account and we are not obliged to give you reasons for our decision.

If any account is not settled within our trading terms, you agree that, in addition to any other right we may have, we may suspend all sales and delivery of our product to you or close your account with us.

You acknowledge that we may decline your application to purchase our products if we are advised by our insurers that they will not grant us appropriate cover in relation to you.

### 4. Government Charges

Our prices are shown exclusive of GST. GST is payable in addition to the price of our product or service and must be paid by you at the same time as you pay for our product or service. We will give you a tax invoice.

### 5. Delivery

Delivery takes place on the earlier of the time our product passes into your or your agent's exclusive physical control, when you collect the product or arrange for their collection from us or when ownership of our product has passed to you.

We will be entitled to cancel orders without notice if delivery of order cannot be taken within 48 hours of placing the order, unless otherwise agreed by us. Our prices are shown exclusive of delivery costs. Delivery costs are payable in addition to the price of our product and must be paid by you at the same time as you pay for our product.

Unless we make other arrangements with you, our product is delivered direct to your business address described in your account. If you request that we deliver our product to another address, we may charge you an additional fee.

Any date for delivery of our product indicated by us is an estimated date for delivery only. We are under no liability for any loss or damage, however it arises, and you may not treat the relevant purchase order or these terms and conditions as terminated, if the product is not delivered by that date.

We reserve the right to deliver any products you order from us by instalment and each instalment is sold to you under a separate contract between you and us. Failure by us to deliver any instalment will not entitle you to cancel the balance of your order. In the event you are in default of these terms and conditions in respect of any instalment, we may elect to treat your default as a breach in respect of each other instalment.

We may charge you storage, handling and re-delivery fees if you are unable to take delivery of our product at the time we deliver our product to you.

### 6. Risk

At all times from the date of delivery, our product is at your risk of loss or damage and you are responsible for its safe custody. You must keep our product insured and promptly provide us with evidence of such insurance and its currency as and when requested by us from time to time.

### 7. Ownership

You do not own any of our product in your possession until all of our product you have purchased from us at any time and all other amounts owing by you to us on any account have been paid for in full. Until you have given us full payment, you promise to store and deal with our product in a way that it is clearly identifiable as ours. You grant us an irrevocable licence to enter your premises on any business day to inspect our product in your possession and your books or records regarding our product. If you wish, you may promote and on-sell our product in the ordinary course of business even if ownership of our product has not passed to you. You will hold the proceeds of sale in trust and not by way of security, for and as agent for us in a separate account, you will pay the proceeds to us as soon as you receive them and we have the right to trace and claim such proceeds. You have no right to bind us to any liability to any third party by contract or otherwise. If you use our product in some manufacturing or construction process of your own or some third party, you will hold such part of the proceeds as relates to our product in trust for us. Such part shall be deemed to equal in dollar terms the amount payable or owing by you to us at the time of the receipt of such proceeds. You will also keep separate records and clearly identify in your books your use of our product in such manufacturing or construction process.

### 8. Third Party Products

- (a) You agree that the terms of use for any Third Party Products shall exclusively be set out by the applicable Third Party Supplier. While we may provide a facilitation role (and nothing more than that), you agree that we are not responsible, nor liable, for any Third Party Products.
- (b) Notwithstanding anything else, your licence to use any Third Party Products is provided by the Third Party Supplier and not us, and is subject to any terms and conditions as made available by the Third Party Supplier, including, but not limited to, warranties, ownership of intellectual property, privacy and scope of permitted use.
- (c) We make no representation or commitment, and shall have no liability or obligation whatsoever, in relation to the content or use of, or correspondence or contract you have with, any such Third Party Products, or any transactions completed, and any contract entered into by you with such third party. You acknowledge that we are not an employee, franchisee, partner or joint venture of Third Party Suppliers.

- (d) We do not endorse or approve any Third Party Products. It is your sole responsibility to determine that specific products or services, introduced or used by you meets the needs of your business and/or are suitable for the purposes for which they are used.
- (e) You acknowledge that Third Party Suppliers are entitled, as a third party beneficiary of these terms and conditions, with the authority to independently enforce its provisions insofar as it relates to the Third Party Products and / or impacts the Third Party Supplier.

#### 9. Assignment

You must not assign any rights or benefits under these terms and conditions unless you have obtained our prior written consent. Any assignment by you without our consent shall entitle us to avoid any liability we may have to you under these terms and conditions.

#### 10. Recovery

If at any time you owe us money on any account in excess of our trading terms then in addition to any other rights we have you agree we may enter any premises owned, possessed or controlled by you where our product is stored and remove our product and re-sell all or any of them. We are not liable to you if we take such action. If we request you will obtain a landlord's waiver in a form acceptable to us.

#### 11. Claims

When you take delivery of our product, you must inspect it immediately. You must report to us in writing any damage or incorrect supply which must be received by us within 7 days of delivery otherwise we may refuse any claim you make. If our product is damaged when we deliver it to you we may accept its return and replace it with an equivalent product or credit you with the price paid, at our option.

To return any product to us, you must obtain a Return Material Authorisation Number (RMA#) from us by contacting [ras@dickerdata.com.au](mailto:ras@dickerdata.com.au).

We will accept the return of product if the product is not in accordance with your order, your proof of purchase is returned, and it is returned to us in its original condition within 14 days of the RMA# being issued by us. You are responsible for the cost of returning the product to us.

If you wish to return to us product which we have correctly supplied to order you must let us know within 7 days of the date of delivery. If we agree to the return of such product we may charge you a handling or re-stocking fee of between \$50.00 per product or 10% of the price of product returned plus any delivery costs. If we accept the return of product which was specifically produced to your specifications or has been damaged or altered by you, we will not credit you with the price paid for it.

If you have a dispute with us, you must notify our credit department in writing of your dispute prior to the due date of your payment for our product. You may not set off against or deduct from the price of product you have ordered from us any money you claim we owe you.

You agree that you shall make no claim against us for any delay in delivery or any damaged product delivered to you as a direct or indirect result of events beyond our control.

#### 12. Overdue Accounts

You must pay for the product by each Due Date. Any account which is not settled by the Due Date will attract a late payment fee equal to 1% of your unpaid account, charged monthly until your account is paid in full. You agree that this late payment fee is a genuine pre estimate of the loss we would suffer if you do not pay for the product by the Due Date. If the arrangements provided under this clause would otherwise constitute a credit contract as defined in the Consumer Credit Code the time for payment of any overdue account is limited to a total period not more than 62 days from the date of invoice. Nothing in this clause imposes an obligation on us to extend our payment term to you for any period at all and we will not dispatch any products nor accept any further orders you place with us if your account is outstanding beyond 60 days from the date of invoice. You agree that any discounts, rebates or other concessions are lost if payment is not made in time. If you are in breach of any of our terms and conditions you agree that you are also responsible for all of our expenses of any kind including our legal costs on a solicitor client basis and any commission or other expense incurred by any debt collection agency we retain to recover the monies you owe us. We may commence legal proceedings against you for the recovery of any account which is overdue by 60 days or more from the date of invoice. In this clause, "Due Date" means the date specified in clause 2 on or by which you must pay your account with us.

#### 13. Replacement or Money Back

To the full extent of the law all warranties or guarantees are excluded. Warranties do not apply if the product has received maltreatment, inattention or interference or the product has not been used in accordance with any performance ratings or care instructions. To the extent that the law does not allow us to exclude warranties (other than a warranty as to title) but allows us to limit our liability, our liability for any claim is limited to, in relation to goods, a refund of the purchase price actually paid, the replacement of the damaged product or the supply of equivalent product at our absolute discretion and, in the case of services, the supply of the services again or the payment of the cost of having the service supplied again. In no circumstances are we liable for special, indirect or consequential loss including any loss of profit or of contract, even if you advise us of any special circumstances or such loss was reasonably foreseeable.

#### 14. Conflict of Interest

These terms and conditions override your terms and conditions. To the extent of any discrepancy between these terms and conditions and any other (including your own) terms and conditions these terms and conditions prevail.

#### 15. Minimum Purchase

You acknowledge that we may impose a minimum quantity for individual purchases as a condition of sale. We may impose a processing fee for approved purchases below the minimum quantity.

#### 16. Orders

All communications between you and us including all purchase orders must be in writing (which includes by e-mail). Verbal orders must be confirmed in writing within 24 hours and will be considered as accepted by us on delivery.

Unless we agree special arrangements, such as an authorisation code, we assume any order received from anyone in your employ has been placed with your authority and is binding on you.

No quote is binding on us unless we have prepared and accepted a written confirmation of order.

If you make a change to an order or your delivery details change which cause a delivery delay or you cancel an order less than 14 days prior to a scheduled delivery, you will pay to us a fee equal to 5% of the list price of any product affected. If you cancel an order for any product not included in our current price list, you may be subject to an additional charge. If you cancel an order or refuse to accept all or any of our product in an order other than in circumstances permitted by these terms and conditions, you will be liable for any resulting damage or loss suffered by us. If the product has been or is in the process of being manufactured or produced specifically for you, you will pay to us as liquidated damages the full price of the products and any costs incurred by us (including, without limitation, any GST) less the current scrap value of the product as determined by us.

#### 17. Your Relationship with Us

Nothing in these terms and conditions creates any relationship of employment, agency or partnership between you and us.

#### 18. Intellectual Property

These terms and conditions do not give you any intellectual property rights in our product. If we source, produce or manufacture any product samples or prototypes specifically for you, you do not acquire any intellectual property rights in such samples and prototypes. Your details and information that you provide us about yourself may be retained by us on our database and used by us or Third Party Suppliers. You have no rights in that database. We may use such database in the conduct of our business, subject to privacy and other relevant laws.

We are not liable for any infringement or unauthorised use of any intellectual property rights arising from these terms and conditions. If any dispute or claim is made in respect of any infringement or unauthorised use of intellectual property rights we may terminate these terms and conditions by notice to you and without liability to you or any other person.

In these terms and conditions, intellectual property rights includes the full benefit of any rights in any copyright, trademark, registered design, patent, trade and business names, know-how, inventions, improvements, discoveries and confidential processes and includes without limitation artistic works, images, illustrations and photographs and any adaptation or concept relating to it.

## 19. Governing Law

These terms and conditions are governed by, and you agree to submit to, the laws applicable in the State of New South Wales, Australia and the *Commonwealth Personal Property Securities Act 2009* (PPSA).

## 20. Whole Agreement

Subject to clause 2, these terms and conditions form the entire agreement on which we are willing to trade with you and all or any previous agreements or understandings we may have had with you are superseded by these terms and conditions. We may vary these terms and conditions at any time by giving you notice whether in writing or in or by way of a general notification on our website. All transactions after the date specified in such notice will be subject to the altered terms and conditions. If you continue to trade with us after the date such alterations become effective you will be deemed to have agreed to the altered terms and conditions.

## 21. Your Obligations

You acknowledge that:

- you are not an associate or related body corporate or related party or related entity of ours (as such terms are defined in the *Corporations Act 2001*); and
- the Consumer Credit Code does not apply to these terms and conditions.

It is your responsibility to ensure that the contact details we have about you including your address details are correct and up to date at all times. You must promptly notify us of any change in your contact details.

If, at any time:

- you believe that you may not or may be unable to perform or comply with your obligations under these terms and conditions;
- you are unable to pay your accounts as they fall due for payment;
- a cheque or bill of exchange received from you is dishonoured;
- you are or become insolvent or you have an administrator appointed;
- your account is overdue and is not settled within our trading terms; or
- there is a change or a change is proposed to your shareholding, shareholders or directors,

you agree that:

- you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
- we have no obligation and will cease to deliver to you any product you have purchased while a notifiable event exists;
- we may close your account with us;
- we may request payment in advance for all products you have ordered from us; and
- we have no obligation to respond to any offer you make to purchase any of our product while a notifiable event exists.

For the purpose of these terms and conditions, you are insolvent if:

- a receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings;
- you have passed an effective resolution for your voluntary winding-up or you have committed an act of bankruptcy;
- an order has been made by a Court of competent jurisdiction for you to be wound up;
- a compromise arrangement (excluding a voluntary administration) has been made legally binding on you and your creditors;
- you have presented a debtor's petition and it has been accepted by the Registrar in Bankruptcy;
- you have entered into a composition, deed of assignment or deed of arrangement under Part X of the *Bankruptcy Act* (or equivalent) with your creditors; or
- a legally binding sequestration order has been made against your estate.

## 21. PMSI

You agree that these terms and conditions create a PMSI in the product (and their proceeds) supplied presently and in the future by us to you.

You agree to do all things necessary and execute all documents reasonably required by us to register the PMSI granted by you under these terms and conditions and to ensure that we acquire a perfected security interest in the product under the PPSA.

You will, upon demand, pay all of our expenses and legal costs (on a solicitor/agent/client basis) in relation to or in connection with the registration of the PMSI or any other security interest and all other costs associated with protection and enforcement of the PMSI or any other security interest created by these terms and conditions or by undertaking an audit under the provisions of the PPSA, or the repossession of the Product the subject of these terms and conditions or the exercise, enforcement or preservation of any right or interest under these terms and conditions or any contract that we have with you.

This PMSI does not lose its priority as a result of the renewal, refinance, consolidation or restructure of the subject matter of these terms and conditions and any purchase money obligations.

Until ownership of the product passes to you, you waive your rights under the following provisions of the PPSA, to the maximum extent that it is permitted by law, to:

- receive a notice of intention to remove an accession (s.95);
- receive a notice that we have determined to enforce our security interest in accordance with land law (s118);
- receive a notice of enforcement action against liquid assets;
- receive a notice of disposal of the product by way of us purchasing the product from us (s129);
- receive a notice of disposal of the product (s130);
- receive a statement of account following disposal of the product (s132(2));
- receive a statement of account every 6 months where there has been no disposal of the product (s152(4));
- receive notice of retention of the product by us (s135(2));
- object to any proposal by us to either retain and dispose of the product (s137(3));
- redeem the product before we dispose of it (s142);
- reinstate the security agreement (s143); and
- receive any verification statement in relation to any registration event to which you are a party (s157(1) and 157(3)).

To the extent permitted by the PPSA, these terms and conditions exclude any provisions of the PPSA which may be excluded in our discretion and which would otherwise confer rights on you.

You further agree that where we have rights in addition to those under Part 4 of the PPSA, those rights shall continue to apply.

Your right to possession of goods still owned by us under these terms and conditions shall cease if:

- (a) you being an individual, commit an act of bankruptcy, or ,
- (b) you being a company, circumstances arise where a receiver, manager, administrator or controller becomes entitled to take possession of any of your assets, any proceedings are instituted for your winding up, or you enter into a Deed of Company Arrangement, or
- (c) you cease or threaten to cease conducting business in the normal manner or apply for deregistration or receive a deregistration notice, or
- (d) any cheque you provide to us is dishonoured for payment, or
- (e) you fail to comply with any demand for payment issued by us, or
- (f) you breach any of the terms and conditions contained herein and/or are in default of any other agreement between us and you.

You agree that we are entitled to enter any premises where the product supplied by us and still unpaid for is located and to repossess, remove and sell such product. You agree to indemnify and keep us indemnified in respect of any claims, actions and costs that may arise against us in relation to the removal, repossession and sale of the product pursuant to these terms and conditions including any claims brought by third parties.

You agree that repossession and retention of the product pursuant to the PPSA will only satisfy so much of the monies which may become payable to us by you, as is equivalent to our estimation of the market value of the product as it is at the date of repossession and the repossession and retention will immediately extinguish any rights for interest you have on the product value of product recovered.

Until ownership of the product passes, you must not give us a written demand or allow any other person to give us a written demand requiring us to register a financing change statement under the PPSA or enter into or allow any other person to enter into the personal property securities register a financing change statement under the PPSA.

You agree not to change your name or undertake any changes to any documents that we have registered, require to be registered or are capable of being registered without our prior written consent.

**22. Fitness For Purpose**

To the maximum extent permitted by law, you agree that you do not rely on our skill or judgement in relation to the suitability of any goods for a particular purpose. Any advice, recommendation, information or assistance provided by us is provided without any liability whatsoever.

**23. Privacy**

- (a) Our Privacy Policy, available on our website or upon request to us, forms part of these terms and conditions.
- (b) In accordance with the Privacy Policy, you agree that we may use or disclose information to third parties (such as Third Party Suppliers) for the purpose of providing the product, providing information about product; sending information on our services; performing our administrative and marketing operations; complying with legislative and regulatory requirements or as otherwise permitted or authorised by law; considering any other application you may make to us; managing our rights and obligations in relation to external payment systems, e.g. credit card schemes and debit payment schemes; conducting market research or customer satisfaction research; developing, establishing and administering arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our products; and developing and identifying products and services that may interest you.
- (c) Your use of Third Party Products may also be subject to the privacy policies of Third Party Suppliers.

**24. Charge**

You hereby charge all property, both equitable and legal, present or future of yours and the Company/Trustee Company/Trust/Sole Trader/Partnership (as applicable), in respect of any monies that may hereinafter be owing to us under this credit application and terms and conditions by you or otherwise. You hereby authorise us or our solicitors to execute any consent form as your attorney for the purpose of registering a mortgage or caveat over any real property owned by you and any of the Company/Trustee Company/ Trust/ Sole Trader/ Partnership (as applicable) at any time, or to register this charge over your assets and the Company/ Trustee Company/Trust/Sole Trader/Partnership (as applicable) with the Australian Securities and Investments Commission or any other applicable regulatory body. The costs and stamp duty payable on the mortgage or caveat are payable by you.

**25. Trust and Trustees**

Where you are a trustee:

- (a) You agree to produce a stamped copy of the trust deed (with all amendments) if and when requested by us.
- (b) You warrant that you have full power and authority to enter into this agreement on behalf of the trust and that the trust shall be bound by these terms and conditions both personally and as trustee, irrespective of whether or not you or the trust disclose to us that if you are a trustee at the time of entering into any credit agreement with us.

**26. General**

We may in our sole discretion assign, subcontract or sub licence any or all of our obligations under these terms and conditions from time to time.

Any time, indulgence, waiver or non-exercise by us of any of these terms and conditions shall not affect any of our rights under these terms and conditions nor shall it be deemed a waiver by us of any provision of these terms and conditions or subsequent breach of these terms and conditions.

**27. Interpretation**

In these terms and conditions unless otherwise indicated by the context: (i) reference to a party to a document includes that party's successors and permitted assigns; (ii) "including" and other similar words are not words of limitation; (iii) an agreement, deed, covenant, representation or warranty on the part of two or more persons binds them jointly and severally; (iv) general words following words describing a particular class or category are not restricted to that class or category; (v) "Law" means any Commonwealth or Australian state legislation regulations and the general law and includes in particular the Commonwealth Competition and Consumer Act 2010 and regulations as amended from time to time and the Commonwealth Personal Property Securities Act 2009 and regulations as amended from time to time; (vi) "PPSA" means Personal Property Securities Act 2009; "Purchase Monies Securities Interest" or "PMSI" has the meaning given in section 14 of the PPSA; (vii) "Corporations Act 2001" means the Commonwealth Corporation Act 2001 as amended from time to time; (viii) "Third Party Product" means software, products and services that are provided by third parties or interoperate with our product and/or that may be identified as a third party product; and (ix) "Third Party Suppliers" means the suppliers or vendors of the Third Party Products.

## PRIVACY STATEMENT

DICKER DATA LTD trading as Dicker Data ("we" or "us" or "our") respects your privacy and we are committed to the protection of personal information. We follow the National Privacy Principles in the Privacy Act 1988 (Cth).

The purpose of this Privacy Statement is to let you know how we collect, use and disclose personal information.

### Collection

We collect personal information so that we can provide you with our services and products and to manage our activities. We only collect personal information that is relevant and where necessary.

The type of personal information we collect will depend upon the reason for its collection. If you are interested in our products, the type of information we collect will include financial details and credit and trade references.

We collect personal information about you in a number of ways including:

- directly from you, such as when you:
  - contact us about our services or products;
  - fill in an account application form;
  - subscribe to our newsletters or mailing lists;
  - place an order for our products;
  - enter your personal details on our website (for example during registration or application for services, products or employment);
  - provide information by phone or in documents sent by fax or email;
  - enter promotions, competitions or giveaways; or
  - make a payment to us;
- from organisations which we might be working together with when providing you with services or products;
- from your representatives including executors and attorneys;
- from publicly available sources of information;
- from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- from our own records of your dealings with us; or
- when legally required to do so.

Where reasonable and practicable, we collect personal information directly from you rather than a third party.

When we collect personal information, we collect it in a way that is lawful, fair and not intrusive.

We do not collect sensitive information about you without your consent.

### Use & Disclosure

Personal information which we have collected for a particular purpose will not be used for any other purpose unless that purpose is related to the main purpose for which we collected the information and it is reasonable to expect us to use or disclose the information for that other purpose.

Personal information which we collect may be used by us:

- to identify you;
- in providing services or products to you and the administration and management of those services and products;
- to provide you with information about our services and products;
- to develop and improve our services to you;
- in undertaking risk assessment and management; or
- in gathering data and disclosing data to third parties such as:
  - insurance brokers and insurers;
  - credit reporting agencies;
  - financial institutions including our own bankers;
  - our professional advisors, including our accountants, auditors and lawyers;
  - service providers; and
  - industry groups having a legitimate reason to receive such information, as

necessary from time to time for our organisation's functions.

If you provide us with personally identifiable information, you may receive from time to time, telephone calls, emails or letters containing information about us. You agree to receiving emails and letters from us including information not only on the areas of interest you have indicated but all types of news and information on our services and products. If you do not want to receive them, please contact us. You may be asked to indicate your preference to receiving promotional material, when submitting information to us.

We may employ other companies or individuals to assist us in providing our services, or to provide certain services such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function but cannot use that information for other purposes.

We do not provide any personal information to any third parties other than where required by law or as set out in this Privacy Statement.

We will not sell, trade or rent your personal information to others. We may provide aggregate statistics on our customers and users of our website to third parties such as advertisers, but these statistics will include no personally identifying information.

We co-operate with law enforcement agencies as required by law. We will also use or disclose personal information if we reasonably believe that it is necessary to lessen or prevent a serious or imminent threat to the life or health of a person.

### Security

All reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use, modification or disclosure and is maintained only for the purpose for which it is intended. Your email address will not be distributed to any third party.

We use secure data communications technology.

You have the rights given by the Privacy Act 1988 as amended.

### Anonymity

Where possible, we give you the opportunity to deal with us anonymously. We may not however be able to provide you with our full range of services and products if you do not provide us with personal information.



**Access**

All reasonable steps are taken to correct the information we hold where that information is not accurate, up-to-date and complete.

You have the right to access your personal information to ensure that it is accurate, relevant, up to date and complete. If you believe that any of your personal information is incorrect, please let us know. There is no fee for requesting access to your information, however, we may charge you the reasonable cost of processing your request.

We may decline access to your personal information in special circumstances, such as where allowing you access could put you or another person at risk of harm, infringes on the privacy of another person or if we believe that your request for access is unlawful, frivolous or vexatious.

**Intellectual Property**

Intellectual property in all material sent to you belongs to, is licensed to or is authorised for use by us. We permit you to print or download extracts from this material for your personal use only. None of this material may be used for any commercial or public use, stored in or transmitted to any other website or distributed in any other form without our prior permission.

**Cookies**

Cookies that are used in any part of our website will not be utilised for collecting personally identifiable information and will only be used for internal management purposes.

**Links**

Our website may from time to time contain links to the websites of other organisations which may be of interest to you. If you access linked sites, you do so at your own risk. We do not operate or control these third party sites and we are not responsible for their contents, operation, privacy, accuracy or security policies. This Privacy Statement does not cover any linked sites.

**Contact Us**

If any personal information you submit changes, please update that information by contacting us.

We may from time to time make changes to this Privacy Statement. The latest version of our Privacy Statement is available on our website. You can also contact us to obtain a copy our Privacy Statement.

Requests for information about our Privacy Statement are welcomed. For further information on our Privacy Statement please contact:

**Privacy Officer****Dicker Data**

230 Captain Cook Drive  
KURNELL NSW 2231

Tel: (02) 9589 8400  
Freecall: 1800 688 586  
Email: [accounts@dickerdata.com.au](mailto:accounts@dickerdata.com.au)

