

SoftwareOEM

ABN 99 090 404 283

Level One

33 Roberts Road West

Osborne Park 6017

Western Australia

Tel: 61 (08) 9444 4050

Fax: 61 8 9444 8500

Fax Application to: 1800 095 095

Please mail this application to-

Mailing address:

PO Box 1149

Osborne Park DC 6017 WA

TRADING & CREDIT APPLICATION

Company Name:

Trading Name:

Business Website:

Sole proprietor..... Partnership..... PTY Ltd Company.....Trust.....

ACN/ABN: Date of Commencement:

Premises Owned Leased Years in business:.....

Owners Name: Position:

Email address.....Mobile Phone.....

Accounts Person contact name : Phone #.....

email Address:Credit required:.....

7 days from Invoice 14 days from Invoice 30 days from Invoice

HQ Business Trading Address:.....

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

Telephone No: ()..... Facsimile No: ().....

Postal Address:

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

Trade References.....industry suppliers only

Company	Contact	Phone	Credit
<u>1.</u>			\$
<u>2.</u>			\$
<u>3.</u>			\$

TRADING AGREEMENT

I authorise in accordance with the Privacy Act, to give company and personal information required to assess all credit inquiries. I the undersigned have read the Terms and Conditions set out in this trading application, and I certify that I am authorised to make this application for credit and that the above information is true and correct.

Full name: Capacity:
(Director/Secretary)

Signed:..... Date:.....

Full name: Capacity:
(Director/Secretary)

Signed:..... Date:.....

Witnessed : Occupation:

Signed:..... Date:.....

Address:

Suburb/City: State: Postcode:

Office use:

Date: Application complete: References checked:

7 days from Invoice 14 days from Invoice 30 days from Invoice

Approved terms (days): Review date: Signed:

Account Manager: Customer notified:

MYOB Retail Manager Number: ENTRED:

Please Fax the completed and signed application to : (08) 9444 8500

Please Post original application!

Mailing address:

PO Box 1149

Osborne Park DC 6017 WA

TRADING TERMS & CONDITIONS

1. Application

SoftwareOEM only supplies to registered computer trade retail dealers, wholesalers and manufactures of PC hardware. The applicant hereby applies for all business trading, the terms and conditions set out in this application. The Applicant agrees to supply any further details required by SoftwareOEM in order to assess this application. The Applicant entering into this agreement certifies that on application for business via receipt of an electronic, verbal or other form of order confirmation is liable for all payments herein. The applicant undertakes to give written notice with in ten working days of any changes in the applicant's details, not limited to changes in address contact numbers or business practice.

2: Order Policy

SoftwareOEM reserves the right at any time after receipt of your order to accept, decline, or limit your order for any reason. We may require additional verifications or information before accepting any order. Price and availability of Software and other products offered are subject to change without prior notice. SoftwareOEM shall not be liable to the applicant for any loss or damage sustained by the applicant as a result of SoftwareOEM terminating the Applicant's right to purchase goods on credit or refusing to supply further goods to the Applicant.

The price invoiced or provided by SoftwareOEM according to current pricing or product availability at the time and may vary considerably thought out the year. Pricing does not include freight and delivery will be to the applicants address or as to the order form supplied. SoftwareOEM shall not be liable for any loss or damage or failure to deliver the products ordered, shall not treat this contract as repudiated.

3. Return and Exchange Policy

The applicant shall inspect the product on delivery and within 10 working days notify in writing via email of any alleged defect. Not to do so in the specified time shall presume to be in accordance with the contract and free of any defect or damage thereafter. Product return is only on a exchange basis and on condition that all returns for exchange must have an RMA number and accompanied by a copy of the original invoice! For defective product request may only be accepted prior in writing. Damaged or opened packing is not exchangeable for any reasons. We cannot offer exchanges on any products that use serial numbers and/or require activation, contact the manufacturer directly by the support information attached. Every product we sell is guaranteed to work; make sure the product will work with your computer systems before you order. We will not replace or exchange any items due to application incompatibility. Returns or replacements must take place within 30 days of receiving the original order. We can only send replacements once we have received the "defective or exchangeable item". Microsoft Returns policy on OEM software is not returnable for any reason! The purchaser of this software is required to comply with the terms of the [System Builder license](#), including the responsibility of providing end user support for the software.

4. Default and Remedy

Interest on overdue invoices shall accrue from the date when payment becomes due, at a rate of 2.5% due daily, and shall accrue at such a rate after as well as before, until the date or day of full payment. If the applicant defaults in payment of any invoice when due, SoftwareOEM may, proceed to access moneys immediately payable. Terminate immediate supply of goods. Repossess the goods at any time and permit SoftwareOEM access to the applicants' premises. A default occurs even if; the applicant commits an act of bankruptcy or is declared bankrupt. Applicant is placed in receivership or voluntary administration and of there is any breach of the terms and conditions herein. The applicant shall indemnify SoftwareOEM from and against all costs and disbursements including all legal, solicitors on costs and additional nominee cost of collect. SoftwareOEM will not be liable for any loss the applicant suffers for exercising their rights under this clause.

5. Title in Charge

It is agreed by the applicant that the property right in title of the products shall not pass until; the applicant has paid in full all amounts owing for the particular products. The applicant has met all other obligations due to SoftwareOEM in respect of all contracts. Legal title and beneficial ownership of the products shall not pass to the Applicant or any third party until full payment is received by SoftwareOEM. If the Applicant fails to return the products, SoftwareOEM or nominated agent may enter upon or into land and premises owned, occupied or used by the Applicant where the product are situated and take full possession, with out been responsible for any damage thereby caused. SoftwareOEM retains the possession or right of control of the products whether the property of the products are in possession of the Applicant or returned, SoftwareOEM has the unpaid right to dispose of their products and may claim from the Applicant the loss on such disposal.

Where the whole payment or part has been received and or the payment has been dishonored, SoftwareOEM shall have and retain a lien on the products and shall have the right to repossess and the right of resale and disposal, provided that the lien shall continue despite the commencement of proceedings or judgment for the settlement been obtained. The applicant is the owner of land, realty or any other asset capable of been charged, both the applicant and /or the guarantor agree to mortgage and or charge all of their joint and or several interest in the said land realty or any other asset to the applicant or the applicants nominee, to secure all amounts and other monetary obligation hereof. The applicant and or guarantor acknowledge and agree that SoftwareOEM or associate nominees shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met. Should SoftwareOEM elect to proceed in any manner in accordance with this clause the applicant and guarantor shall guarantee against all costs and disbursements including all on legal costs, on a solicitor and own client basis and any nominees associated costs and fees in relation to collection and prosecution.

6. Liability and Warranty

SoftwareOEM makes no representations or warranties, either express or implied, of any kind with respect to the software, the information, all products, services, or materials offered, sold, or displayed on their site or your use of the site generally, to the full extent permissible under applicable law. SoftwareOEM expressly disclaims all warranties, express or implied, of any kind, with respect to the software, the information, other products, services, or materials offered, sold, or displayed on the SoftwareOEM site or your use of the site generally, including warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to the extent such jurisdiction's law is applicable to this agreement.

7. General

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Company whether predicated on this Agreement or otherwise This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Notwithstanding the above, the applicant agrees that its exclusive remedy for all damages, losses and cause of actions against SoftwareOEM, and its officers, directors, employees and/or other representatives whether in contract, including negligence or otherwise shall not exceed the price (excluding shipping, taxes and duties) of the product that was ordered by that applicant in the related transaction. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to the applicant at his business address as the same appears on the books and records of the Company or to the Company at its principal office, attention of the Directors, or otherwise as directed by the Company, from time to time. The provisions of this Agreement relating to shall survive, however caused.

All the terms and conditions herein in this agreement shall be construed in accordance with and the jurisdiction of the laws of the State of Western Australia.