



## AUTHORISED RESELLER APPLICATION FORM

Business Details			
<b>Full Business Name:</b>			
<b>Full Trading Name:</b>			
<b>A.B.N / A.C.N:</b>			
Company Address			
<b>Address:</b>			
<b>State:</b>		<b>Postcode:</b>	
<b>Telephone Number:</b>		<b>Facsimile Number:</b>	
<b>Newsletter E-mail:</b>			
<b>Website:</b>			
Company Information			
<b>Business Format:</b>	<input type="checkbox"/> Registered Co.	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership
<b>Nature of Business:</b>			
<b>Paid up capital:</b>	\$AUD		
<b>Number of Employees:</b>	<b>F/T:</b>	<b>P/T/Casual:</b>	
Company Director / Sole Trader			
<b>Name:</b>			
<b>Private Ph No:</b>			
<b>Address:</b>			
More Company Director/s			
<b>Name:</b>			
<b>Private Ph No:</b>			
<b>Address:</b>			
Bank Detail			
<b>Bank Name:</b>		<b>Branch:</b>	
<b>Account Name:</b>			
<b>Account Number:</b>			

Trade Reference Information			
Company Name:			
Telephone Number:		Facsimile Number:	
E-mail Address:			
Major Products of Interest:			
<hr/>			
Company Name:			
Telephone Number:		Facsimile Number:	
E-mail Address:			
Major Products of Interest:			
<hr/>			
Company Name:			
Telephone Number:		Facsimile Number:	
E-mail Address:			
Major Products of Interest:			
Contact Details			
	Name	Contact No	E-mail
Director:			
Financial Controller:			
A/C Payable Contact:			
Sales Manager:			
Purchasing Manager:			

I HEREBY APPLY FOR A RESELLER ACCOUNT WITH i-LAN TECHNOLOGY Pty Ltd AND SUBMIT ABOVE CONFIDENTIAL INFORMATION FOR THIS PURPOSE ONLY. I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS OF TRADE OF i-LAN TECHNOLOGY Pty Ltd.

Signature of Public Officer: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_



# i-LAN Technology Pty Ltd (A.B.N: 14 771 710 837)

Unit 10, 128 Station Road, Seven Hills, NSW 2147 P: 02 9838 8899 F: 02 9838 8818  
Website: www.i-LAN.com.au E-mail: sales@i-LAN.com.au

## TERMS AND CONDITIONS OF TRADE

### 1. PRELIMINARY

These terms and conditions shall apply to all contracts made by *i-LAN TECHNOLOGY Pty Ltd (i-LAN)*, with customers for the sale of equipment or services supplied by *i-LAN TECHNOLOGY Pty Ltd*. No variation in these terms and conditions shall be effective unless modified in writing and signed by *i-LAN TECHNOLOGY Pty Ltd*.

### 2. QUOTATIONS

- (a) Quotations are based upon the requirements given to *i-LAN TECHNOLOGY Pty Ltd* by the customer and are current for fourteen (14) days, or a period otherwise specified by *i-LAN TECHNOLOGY Pty Ltd* after which they are subject to confirmation or revision by *i-LAN TECHNOLOGY Pty Ltd*.
- (b) Quotations may only be accepted by the customer's submission of a purchase order, or other official indication and prior to receipt of such, *i-LAN TECHNOLOGY Pty Ltd* reserves the right to vary without notice.

### 3. CANCELLATION OR VARIATION OF ORDERS

An accepted order may only be cancelled or varied with *i-LAN TECHNOLOGY Pty Ltd* written consent and the giving of this consent shall not in any way prejudice *i-LAN TECHNOLOGY Pty Ltd's* right to recover the customer's full compensation for any loss or expense arising from such cancellation or variation.

### 4. PACKING

- (a) The goods will be supplied in *i-LAN TECHNOLOGY Pty Ltd* standard packaging.
- (b) Any other packaging requested by the customer or deemed necessary by *i-LAN TECHNOLOGY Pty Ltd* will be charged for accordingly in addition to the price quoted.

### 5. PRICES

Unless otherwise and specifically stated prices quoted for *i-LAN TECHNOLOGY Pty Ltd* goods and services Do Not include freight, insurance, any special packaging required by the customer, installation, commissioning and maintenance.

### 6. DELIVERY AND PASSING OF TITLE

- (a) The goods shall be delivered by *i-LAN TECHNOLOGY Pty Ltd* or dispatched for delivery to the customer at the address of the customer stated in the Contract or as the customer may from time to time otherwise direct *i-LAN TECHNOLOGY Pty Ltd* to deliver to.
- (b) The risk to damage of goods transfers to the customer following collection from *i-LAN TECHNOLOGY Pty Ltd* premises by any courier *i-LAN TECHNOLOGY Pty Ltd* may employ on the customer's behalf.
- (c) Title to and property of the goods shall only pass to the customer on *i-LAN TECHNOLOGY Pty Ltd's* receipt of all monies payable by the customer.

### 7. PAYMENT

- (a) All payments are to be made strictly cash net against invoices, except in the event of *i-LAN TECHNOLOGY Pty Ltd's* provision of a credit account. If any invoice covers only part of an order, the amount shall be deemed an instalment of the purchase price, not a deposit. Any minor defects of the products that might arise shall not interfere with payment. Extension of credit shall be at *i-LAN TECHNOLOGY Pty Ltd's* absolute discretion.
- (b) In the event that the customer defaults their payment of an invoice or otherwise, and under these terms and conditions or being adjudged bankrupt or compounding with creditors, *i-LAN TECHNOLOGY Pty Ltd* shall have the right to withhold further deliveries and retain any payments already made. This shall be in addition to any right of action or remedy by *i-LAN TECHNOLOGY Pty Ltd* for the recovery of any moneys due for any prior breach by the customer.
- (c) Additionally, in the case of default, *i-LAN TECHNOLOGY Pty Ltd* may charge interest on such amount at the rate of 3% per month from 14 days after the due date for payment until the date of payment of the account in full.

### 8. DEFECTS APPARENT ON INSPECTION

- (a) The customer shall not have any claim for defects apparent on visual inspection unless:
  - (i) the customer inspects the goods within three (3) working days of delivery; and
  - (ii) a written or oral complaint is made to *i-LAN TECHNOLOGY Pty Ltd* within seven (7) days of delivery (specifying the shortage or defect); and
  - (iii) *i-LAN TECHNOLOGY Pty Ltd* is given an opportunity to inspect the goods and investigate any complaint before any use is made of the goods.
- (b) If a complaint is not made to *i-LAN TECHNOLOGY Pty Ltd* as per paragraph (a) above then good shall be deemed to be in all respects operational in accordance with the Contract and the customer shall be required to pay for the good accordingly.

### 9. WARRANTY AND LIMIT OF LIABILITY

- (a) **Standard Warranty Period**  
Subject to clauses 7 and 8, *i-LAN TECHNOLOGY Pty Ltd* warrants its goods to be free from defects in materials and workmanship under normal use, service and conditions be assembled in compliance with all applicable regulations by sufficiently qualified people, and agrees to make any necessary repair or replacement of the defective parts or flaws in workmanship, for a period of one (1) year, starting from the date of purchase from a registered reseller or distributor by the user.
- (b) **Voluntary Extension of Warranty Period**  
2 years: modems, routers.  
1 year (standard warranty period): wireless adaptors, antennas, VoIP adaptors, cables and other accessories, power adapters/modules.
- (c) The user shall present the original invoice issued by a registered reseller or distributor for *i-LAN TECHNOLOGY Pty Ltd* to verify the eligibility for the warranty service. If such an invoice is not produced, *i-LAN TECHNOLOGY Pty Ltd* will treat the warranty claim based on the serial number, where this indicates the manufacture date, plus a 3 month grace period. In case the serial number does not indicate the manufacture date, or if the date is outside of the period in (b) and the grace period, *i-LAN TECHNOLOGY Pty Ltd* reserves the right to refuse the claim for warranty repair, or to charge a suitable fee for the parts and services.
- (d) From time to time, *i-LAN TECHNOLOGY Pty Ltd* may hold special sales for certain products, or give away free products for certain stock that are slightly outdated. For such items, *i-LAN TECHNOLOGY Pty Ltd* reserves the right to limit the warranty period to a shorter time, or to eliminate it completely. *i-LAN TECHNOLOGY Pty Ltd* will display and inform such conditions for such activities; and distributors or resellers agree to accept responsibility to inform the end users of such conditions.
- (e) The warranty in paragraph (a) and (b) above does not cover damage to the goods caused by accident, misuse, acts of third parties, environmental conditions, neglect, improper installation, improper maintenance or other causes beyond the control of *i-LAN TECHNOLOGY Pty Ltd*.

Signature: \_\_\_\_\_

- (f) The warranty in paragraph (a) and (b) above is in addition to the warranties and conditions implied in Part V Division 2 of the **Trade Practices Act 1974 (Commonwealth)** or by applicable State Acts and Territorial Ordinances to the extent that such implied warranties and conditions are incapable of exclusion.
- (g) *i-LAN TECHNOLOGY Pty Ltd's* obligations under the warranty in paragraph (a) above in relation to goods and services shall be limited at *i-LAN TECHNOLOGY Pty Ltd's* discretion to:  
 - in the case of goods, any of the following:  
 i. replacement of the goods with new, refurbished or equivalent goods;  
 ii. repair of the goods;  
 iii. payment of the cost of replacing the goods or of acquiring equivalent goods;  
 iv. payment of the goods of having the goods repaired;  
 - in the case of services, any of the following:  
 i. supplying of the services again; or  
 ii. payment of the cost of having the services supplied again.
- (h) After a warranty service as described in (g) i. or (g) ii., remaining warranty term for the product will still be based on the original purchase dates and conditions in (a) (b) and (c) above.
- (i) Freight on warranty claims is at the customers cost (Back to Base).
- (j) Where *i-LAN TECHNOLOGY Pty Ltd* responds to a complaint which is not covered by the warranty in paragraph (a) above it reserves the right to charge the customer at its normal rates for travel, subsistence, labour and materials in carrying out any inspection and rectification.
- (k) *i-LAN TECHNOLOGY Pty Ltd* shall have no liability in contract, tort or otherwise including loss of profit or of contract, economic loss whatsoever arising, or any injury, consequential damage or loss.
- (l) *i-LAN TECHNOLOGY Pty Ltd* shall not be liable for any loss sustained by the customer through act or circumstance beyond *i-LAN TECHNOLOGY Pty Ltd's* reasonable control including but not limited to Acts of God, war, blockade, riot, strike, fire, drought, flood, lightning, earthquake, storm or other elements, explosion, accident, sabotage, legislation, regulations, orders or action, governmental or quasi governmental restraint, expropriation, prohibition, intervention, direction or embargo, scarcity, unavailability or delay in availability of or failure to obtain power supply, raw materials, labour, containers, or transportation; inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses, authorities or allocations.

#### 10. BUSINESS PROTECTION PLAN (BPP)

*i-LAN TECHNOLOGY Pty Ltd* provides a service plan, called Business Protection Plan (BPP), to allow customers who use our products for critical operations and need to have minimum disruption in operation due to equipment failure. Below are the details:

- (a) *i-LAN TECHNOLOGY Pty Ltd* supports every product with standard and/or extended warranty terms, and will repair or replace the faulty items at our own discretion, for the warranty period. We support the warranty repairs with our "best effort", and rely on our oversea suppliers for the returning time.
- (b) Business Protection Plan is an option for customers who purchase certain *i-LAN TECHNOLOGY Pty Ltd* products (listed in Par. 9 below), with which the customer can "insure" for cases if the product needs to be returned for warranty repair, and that they need a replacement to ensure no interruption to their business operation.
- (c) The service charge is as listed below:

BPP Code	I-LAN RRP Item Value (\$)	BPP Price / 12 months (\$)
BPP-A	500 - 999	150
BPP-B	1000 - 1999	300
BPP-C	2000 - 2999	500
BPP-D	3000 - 3999	700
BPP-E	4000 - 4999	900

On joining the plan and when the product becomes faulty and needs to be shipped back for repair or verification, *i-LAN TECHNOLOGY Pty Ltd* will supply a unit (B) of the same or higher functionality (at our own discretion), to the customer for him to replace the faulty unit (A).

- (d) The customer will also pay a security deposit, which is 50% of the RRP of the item at the time; *i-LAN TECHNOLOGY Pty Ltd* will dispatch the unit B after receiving this payment, and will refund it when the matter is solved (Refer to Par.6).
- (e) On receiving unit B, the customer will replace the faulty unit, A, and return unit A to *i-LAN TECHNOLOGY Pty Ltd* as per normal RMA procedure.
- (f) When unit A is fixed, *i-LAN TECHNOLOGY Pty Ltd* will send it back to the customer, who will return the replacement unit, B; then *i-LAN TECHNOLOGY Pty Ltd* will refund the security deposit. Alternatively, *i-LAN TECHNOLOGY Pty Ltd* may simply treat the unit B as the replacement unit; in this case, *i-LAN TECHNOLOGY Pty Ltd* will refund the security deposit to the customer on receiving unit A.
- (g) The customer will be liable for freight cost for sending units A and/or B to *i-LAN TECHNOLOGY Pty Ltd*
- (h) If the customer does not buy this Business Protection Plan within 30 days, the normal RMA procedure still applies as per Par. 9 above.
- (i) Product Items for BPP: Vigor2950, Vigor3300V, VigorPro5500, VigorAccess.

#### 11. SPECIFICATIONS AND TECHNICAL INFORMATION

- (a) All specifications are approximate only and are subject to normal margins of tolerance. *i-LAN TECHNOLOGY Pty Ltd* reserves the right to vary specifications without notice in light of changes in technical knowledge, production techniques, government or other regulation, consideration of safety or other reasonable causes.
- (b) The information contained in the advertising, sales and technical literature issued by *i-LAN TECHNOLOGY Pty Ltd* may be relied on to be accurate in the exact circumstances in which it is expressed otherwise any illustration, performance details, examples of installations and methods of assembly and all other technical data in such literature are based upon experience and from trials under test conditions. Accordingly, the information contained in *i-LAN TECHNOLOGY Pty Ltd* publications is provided for general guidance only and does not form any part of the Contract unless expressly agreed in writing by *i-LAN TECHNOLOGY Pty Ltd*. Purchasers should obtain specific recommendations and advice from *i-LAN TECHNOLOGY Pty Ltd* regarding the uses and attributes of *i-LAN TECHNOLOGY Pty Ltd* goods; all such advice being given and accepted at the customers own risk.

#### 12. CONSTRUCTION OF CONTRACT AND GOVERNING LAW

- (a) The terms and conditions herein constitute the entire agreement between *i-LAN TECHNOLOGY Pty Ltd* and the customer relative to *i-LAN TECHNOLOGY Pty Ltd's* provision of goods and/or services and supersede and take precedence over all prior agreements, understandings and negotiations relating to the goods and/or services.
- (b) *i-LAN TECHNOLOGY Pty Ltd* reserves the right to vary the Terms and Conditions of Trade from time to time. In the event of this occurring, *i-LAN TECHNOLOGY Pty Ltd* will publish the new version of the Terms and Conditions of Trade on *i-LAN TECHNOLOGY Pty Ltd* website ([www.i-lan.com.au](http://www.i-lan.com.au)) and raise a news item for the distribution channel about the changes. Customers are expected to check these Terms of Conditions of Trade regularly.
- (c) The validity, interpretation and application of any quotations or contracts embodying these terms and conditions shall be governed by and construed in accordance with the law of the State of New South Wales.

Signature: \_\_\_\_\_