



Smart & Innovative™
www.i-lan.com.au

i-LAN Technology Pty Ltd (A.B.N: 14 771 710 837)
Unit 24, 128 Station Road, Seven Hills, NSW 2147 Australia
T: +61 2 9838 8899 F: +61 2 9838 8818
E-mail: sales@i-lan.com.au

AUTHORISED RESELLER APPLICATION FORM

To become the reseller of i-LAN Technology Pty Ltd, the minimum value of the initial order must exceed \$1000 (AUD).

| Business Details | | | |
|--------------------------------|-----------------------------------------|--------------------------------------|--------------------------------------|
| Full Business Name: | | | |
| Full Trading Name: | | | |
| A.B.N / A.C.N: | | | |
| Company Address | | | |
| Address: | | | |
| State: | | Postcode: | |
| TEL: | | FAX: | |
| Newsletter E-mail: | | | |
| Website: | | | |
| Company Information | | | |
| Business Format: | <input type="checkbox"/> Registered Co. | <input type="checkbox"/> Sole Trader | <input type="checkbox"/> Partnership |
| Nature of Business: | | | |
| Number of Employees: | F/T: <input type="text"/> | P/T or Casual: <input type="text"/> | |
| Company Director / Sole Trader | | | |
| Name: | | | |
| Contact No: | | | |
| Address: | | | |
| 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 Reseller: _____

Position: _____

Name: _____

Date: _____



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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 of intent to purchase. Prior to receipt of such, i-LAN TECHNOLOGY Pty Ltd reserves the right to vary quotations without notice.

3. CANCELLATION OR VARIATION OF ORDERS

An accepted order may only be cancelled or varied with i-LAN TECHNOLOGY Pty Ltd's 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 alternative or additional 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 specifically stated, prices quoted for i-LAN TECHNOLOGY Pty Ltd's goods and services **do not** include freight, insurance, any special packaging, installation, commissioning and maintenance costs. These prices may or may not include GST (Goods and Services Tax) depending on the manner in which they are quoted.

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 of 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 installment 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 the account is paid 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 specifying the shortage or defect is made to i-LAN TECHNOLOGY Pty Ltd within seven (7) days of delivery; 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 8(a) above, then the goods shall be deemed to be in all respects operational in accordance with the Contract.

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, and be in compliance with all applicable regulations by sufficiently qualified people. i-LAN TECHNOLOGY Pty Ltd agrees to make any necessary repair or replacement of defective parts or flaws in workmanship, for a period of one (1) year, commencing from the date of purchase from a registered reseller or distributor by the user.
- b. Voluntary Extension of Warranty Period: Refer to <http://www.i-lan.com.au/support/warranty/>
- c. The user shall present the original invoice as proof of purchase 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, and will allow for a 3 month grace period from the manufacture date. In case the serial number does not indicate the manufacture date, or if the date is outside of the period in 9(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. 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 of the conditions for such activities; and distributors or resellers agree to accept responsibility to inform the end users of such conditions.
- e. The warranty in paragraphs 9(a) and 9(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.
- f. The warranty in paragraphs 9(a) and 9(b) above is in addition to the warranties and conditions implied in the Competition and Consumer Act 2010 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 9(a) and 9(b) 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 9(g), the remaining warranty term for the product will still be based on the original purchase dates and conditions in 9(a), 9(b) and 9(c) above.
- i. Shipping costs and risk of loss or damage of all return items shall be at the Customer's responsibility.

Customer's signature:



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- j. Where i-LAN TECHNOLOGY Pty Ltd responds to a complaint which is not covered by the warranty in paragraph 9(a) and 9(b) 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 or injury whatsoever arising, 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.
- m. Shipping costs are not refundable for warranty services.
- n. It is customer's responsibility to back up the files and data prior to sending the device to i-LAN Technology Pty Ltd for repair. i-LAN Technology Pty Ltd will not be responsible for the files and data losses during the repair.
- o. During the repair the format and the configuration of the device may change. i-LAN Technology Pty Ltd will not be responsible for the changes of the format and configuration in the device.

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 provide warranty repairs with our 'best effort', and rely on our overseas suppliers to determine the length of time for completion on warranty services.
- b. Business Protection Plan is an option for customers who purchase certain i-LAN TECHNOLOGY Pty Ltd products (listed in section 10(j) below) to insure their purchases in the case the product needs to be returned for warranty repair, and ensuring no interruption is made to business operations should a replacement be required.
- c. The service charges under the Business Protection Plan are listed below:

| BPP code | i-LAN RRP Item Value (\$) | BPP Price/12 month (\$) |
|----------|---------------------------|-------------------------|
| 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 |

- d. Upon 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 (Unit B) of the same or higher functionality (at our own discretion), to the customer to replace the faulty unit (Unit A).
- e. The customer will also pay a security deposit, which is fifty percent (50%) of the Recommended Retail Price (RRP) of the item at the time. i-LAN TECHNOLOGY Pty Ltd will dispatch the Unit B after receiving this payment, and will refund the security deposit when the matter is solved.
- f. On receiving Unit B, the customer will replace it for use with the faulty Unit A and then return Unit A to i-LAN TECHNOLOGY Pty Ltd as per usual RMA (Returned Merchandise Advice) procedure.
- g. When Unit A is fixed and functional, i-LAN TECHNOLOGY Pty Ltd will send it back to the customer, who will then return the replacement Unit B to i-LAN TECHNOLOGY Pty Ltd. Upon receipt of the replacement Unit B, i-LAN TECHNOLOGY Pty Ltd will refund the security deposit to the customer in full. In certain cases to be determined by i-LAN TECHNOLOGY Pty Ltd, i-LAN TECHNOLOGY Pty Ltd may simply deem Unit B as the replacement unit. In such cases, i-LAN TECHNOLOGY Pty Ltd will refund the security deposit to the customer upon return of the faulty Unit A.
- h. The customer will be liable for freight cost for sending Units A and/or Unit B to i-LAN TECHNOLOGY Pty Ltd.
- i. If the customer does not purchase the Business Protection Plan within 30 days, the normal RMA procedure still applies as per section 9 above of these Terms and Conditions of Trade.
- j. Product Items with the value over >\$500 is eligible for BPP.

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 illustrations, 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 products and services; 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 websites (www.draytek.com.au and www.i-lan.com.au) and raise a news item for the distribution channel detailing 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.

13. REFUNDABLE PERIOD

- a. For all DrayTek and Planet products is 7 days commencing from the date of purchase.
- b. For i-LAN's Tablets and Interactive Projectors are 14 days commencing from the date of purchase.

14. INITIAL ORDER

To become the reseller of i-LAN Technology Pty Ltd, the minimum value of the initial order must exceed \$1000 (AUD).

Customer's signature:
