

**AUTHORISED DEALER
APPLICATION FORM**



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PLEASE PRINT IN BLOCK LETTERS.

Please complete the following to assist OMNIVISION in evaluating your company for a OMNIVISION Dealership.
Please provide as much information as possible to avoid any delays.

A. COMPANY DETAILS

FULL COMPANY NAME:

Trading Name:

A.C.N./A.B.N:

Date Incorporated:

Street Address:

Suburb:

State:

Postcode:

Postal Address:

State:

Postcode:

Telephone No.:

Fax No.:

E-mail Address:

NATURE OF COMPANY SET-UP:

Pty Ltd Company

Limited Company

Partnership

Sole Trader

Turnover Last Financial Year: \$

Estimated Turnover this Financial Year: \$

Legal Structure:

Public

Pty. Ltd.

Trust Company Partnership

Sole Trader

Paid up Capital: \$

Authorised Capital: \$

Last Balance Sheet Attached: YES / NO

Banker's Name and Address:

State:

Postcode:

Anticipated Credit Limit Required: \$

Anticipated Credit Terms:

7 days

14 days

30 days

DIRECTORS' PARTICULARS:

Name

Address

Phone

1.

2.

3.

4.

ACCOUNTANT'S PARTICULARS:

Name

Address

Phone

INTERNAL USE ONLY

Account Code:

Trade References:

1

2

3

Sales Rep. Recommendation:

Credit Terms Granted:

Limit

Terms

Approval from Credit Manager:

Date of approval letter sent:

B. COMPANY PREMISES

NAME OF PRINCIPAL BUSINESS PREMISES:

Retail Shop Office Warehouse Other :

Size: _____ square mtrs No. of years at this location: _____

BRANCH LOCATION (S):

1. Street Address: _____

Suburb: _____ State: _____ Postcode: _____
Size: _____ square mtrs Sales: Yes / No Service: Yes / No Warehouse: Yes / No

2. Street Address: _____

Suburb: _____ State: _____ Postcode: _____
Size: _____ square mtrs Sales: Yes / No Service: Yes / No Warehouse: Yes / No

(Please attach appendix for additional locations.)

C. PERSONNEL DETAILS

Purchasing Officer/Manager: _____

Accounts Payable Clerk: _____

Sales Manager: _____

Number of Sales Staff: _____

Technical Support Manager: _____

Number of Technical Support Staff: _____

Total Number of Employees: _____

D. BUSINESS DETAILS

OTHER DEALERSHIPS (HARDWARE, SOFTWARE, PERIPHERALS) HELD IN ORDER OF IMPORTANCE:

PRINCIPAL TYPES OF SYSTEMS SOLD:

CCTV Access Control Alarms Point Of Sale Networking Other:

GEOGRAPHICAL AREA COVERED BY YOUR BUSINESS:

E. MARKETS ADDRESSED

PLEASE DETAIL NICHE MARKETS ADDRESSED (I.E. GOVERNMENT, CORPORATE ETC.)

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F. TRADE REFERENCES

1

Name of Company	
Phone Number	
FAX Number	
Person to Contact	
Trading History with Credit Reference	Yrs
Credit Limit Provided	\$
Credit Terms	Days
Usual Trade Volume/Month	\$

2

Name of Company	
Phone Number	
FAX Number	
Person to Contact	
Trading History with Credit Reference	Yrs
Credit Limit Provided	\$
Credit Terms	Days
Usual Trade Volume/Month	\$

3

Name of Company	
Phone Number	
FAX Number	
Person to Contact	
Trading History with Credit Reference	Yrs
Credit Limit Provided	\$
Credit Terms	Days
Usual Trade Volume/Month	\$

TERMS AND CONDITIONS OMNIVISION PTY LTD. - A.C.N. 094 510 915

1. Except specifically expressed, all prices quoted or that have appeared in our price list are exclusive of any tax, impost, duty or other levies. OMNIVISION reserves the right at any time between the time of quotation and/or order and the date of delivery of the goods or provision of services to make any reasonable adjustment to prices. All prices in the price list are subject to change without notice and without recourse to OMNIVISION. All prices are quoted in Australian Dollars and are based on ex-factory availability from Melbourne, Victoria.
2. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and OMNIVISION shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services arising from any circumstances of whatsoever nature which are outside OMNIVISION's control. Customer shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, despatch or performance. OMNIVISION reserves the right to deliver by way of partial shipments and each partial shipment shall be deemed to be sold under a separate sales contract. Failure to deliver any shipment shall not entitle the customer to rescind or repudiate the sales contract. No cancellation of sales contract is allowed if goods or services have been delivered by the courier.
3. Delivery charges are at the customer's expense. Customers are requested to arrange their own transportation for the picking up of orders. In the event that OMNIVISION has to organise transportation and delivery a standard freight charge will apply. Any transit insurance is the customer's responsibility. OMNIVISION will not be responsible for any damages or loss whatsoever during transit once goods are despatched out of our factory.
4. An official order, in writing on company letterhead, or equivalent, must be issued to OMNIVISION before any delivery can be effected. Orders must clearly state - Order Number, Name and Signature of Purchasing Officer, Product code(s), Configuration(s) Required, Unit Pricing and Total Order Value, Delivery Address, Delivery Date/Schedule required, Invoice Address, Special Requirements/Conditions etc.
5. All goods sold by OMNIVISION will be charged GST at the prevailing rate as currently set by the Australian Taxation Office (ATO), or relevant legislation, and must be paid by the customer in addition to the price of the products.
6. Payment terms are normally cash with order, bank cheque or cleared funds before delivery unless a credit account with OMNIVISION is in place prior to despatch. Customers paying cash require OMNIVISION's official receipt as proof of payment. A receipt will only be issued for cheque payment upon request.

Company cheques will only be accepted after a credit application form is properly completed and approved by OMNIVISION. At the sole discretion of OMNIVISION, a credit account may be granted to a customer who has an acceptable track record of trading with OMNIVISION. Customers with credit account should always maintain their account with OMNIVISION within credit limit and payment terms. If the account exceeds credit limit and is not paid according to payment terms, or in the event of the customer entering into any arrangement with its creditors, going into receivership or liquidation, OMNIVISION reserves the right to cancel the credit account without prior notice and all balances owing will become due. Payment and any future transactions will return to cash with order or cleared funds before delivery basis.

Until OMNIVISION has been paid in full for all goods supplied to the customer under any contract whatsoever between the customer and OMNIVISION:

- (a) The goods shall remain as property of OMNIVISION.
 - (b) Should the goods or any of them be affixed or added to any other items, such attachment shall be effected by the customer solely as agent for OMNIVISION and OMNIVISION shall have full legal and beneficial title to the whole of the new product thereby created.
 - (c) The customer shall store the goods and any new products as referred to in (b) separately and in such a way that they can be readily identified as being the property of OMNIVISION.
 - (d) Subject to (e) and (f), the customer shall be at liberty to sell the goods and the new products in the ordinary course of the business on the basis that the customer shall be under a fiduciary duty to OMNIVISION and to account to OMNIVISION for the proceeds of such sale but may deduct from such proceeds any excess of such proceeds of the total amount due from the customer to OMNIVISION under any contract whatsoever, provided that the customer shall have no authority to enter into any contract of sale on behalf of OMNIVISION. Any contract or sale shall be accordingly concluded in the name of the customer.
 - (e) OMNIVISION may at any time revoke the customer's power of sale by notice to the customer if the customer is in default in payment of any sum whatsoever due to OMNIVISION in respect of any goods or services supplied to the customer by OMNIVISION or any other sums whatsoever or if any bill of exchange, cheque or any other negotiable instrument drawn or accepted by the customer in favour of OMNIVISION is dishonoured on presentation for payment or if OMNIVISION has bona fide doubts as to the solvency of the customer.
 - (f) The customer's power of sale shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all of the assets or undertaking of the customer or upon the commencement of a winding up application, the appointment of a Liquidator or if the customer call a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - (g) Upon determination of the customer's power of sale under (e) or (f) the customer shall place the goods and the new product referred to in (b) at the disposal of OMNIVISION which shall be entitled to enter upon any premises of the customer for the purpose of repossessing such goods and new products from the premises.
 - (h) Terms thereafter will be on a strictly cash basis only. Sales will be made subject to OMNIVISION's standard Conditions of Sales. In consideration of OMNIVISION granting us credit facilities it is irrevocably agreed as it follows:
 1. All goods obtained from OMNIVISION shall be at our risk immediately upon delivery from the agreed delivery point.
 2. Notwithstanding that the risk in any such goods had passed to us, title and property in all goods shall remain with OMNIVISION until such times as full payment is made to OMNIVISION for all amounts owing by us in such a way so that our total indebtedness to OMNIVISION under their terms and conditions of sales is discharged.It is acknowledged that we have read and fully understand the terms and accept them without reservation.
7. The customer hereby charges its property with the customers indebtedness to the company.
 8. In the event of the customer failing to pay any outstanding account owing by the customer to OMNIVISION or the customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, OMNIVISION shall be entitled to a general lien on all property or goods belonging to the customer in OMNIVISION's possession for any outstanding amount owing by the customer to OMNIVISION, in case contra accounts exist, OMNIVISION has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
 9. Failure by OMNIVISION to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights OMNIVISION may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.
 10. All OMNIVISION supplied products are covered, as standard, by a 12 month warranty from the date of dispatch on a Return to Base (RTB) basis to OMNIVISION or nominated OMNIVISION Authorised Service Centres.

11. All goods that are to be returned to OMNIVISION must be approved prior to shipping and allocated a reference number. Credit value will be at current selling price at time of return less a re-stocking fee of a 15% re-stocking fee will apply to all goods returned for credit.
12. Save as expressly provided for in other contracts, OMNIVISION shall not be liable to the customer or the customer's servants, agents, customers or representatives for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused (whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attribute to the performance of the sales contract and in no event shall any claim be recognised unless the claim is in writing and received by OMNIVISION within fourteen (14) days of the date of delivery. In any event, the liability of OMNIVISION under any sales contract is limited to the replacement of the goods or the supply of equivalent goods or the repair of the goods.
13. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to the customer and supersede all terms and conditions previously issued by OMNIVISION. No sales contract for the supply of goods or provision of services shall exist between OMNIVISION and the customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by OMNIVISION. Any order placed by customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in customer's order. Each order by customer is subject to acceptance or rejection by OMNIVISION and is not binding on OMNIVISION prior to OMNIVISION's acceptance of it. OMNIVISION may refuse to proceed with any sales contract at any time if customer's credit is or becomes unsatisfactory to OMNIVISION.
14. We request that OMNIVISION supply us with goods and/or services for which we undertake to pay OMNIVISION that agreed price(s) within the terms will accept a company cheque at time of delivery. OMNIVISION reserves the right to grant a credit account. A credit account will only be provided to customers who have traded with OMNIVISION for a certain period of time with a satisfactory history. Details of the credit will be notified separately. All overdue amounts are subject to a penalty interest rate of 3% per annum above the prevailing prime lending rate, calculated on an overdue balance on a daily basis.
15. Any contracts entered into between OMNIVISION and customer shall be subject to jurisdiction of the courts of Victoria.
16. The Customer agrees to notify the Company in writing of any change of ownership of the Customer within seven (7) days from the date of such change and indemnifies the Company against any loss or damage incurred by it as a result of the Customer's failure to notify the Company of any change.
17. We agree that OMNIVISION may give permission to seek from any credit providers and/or any credit reporting agencies whether or not named
18. We understand that this information can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
19. We understand the information may be used for the following purposes:
 - (a) To assess an application by us for credit
 - (b) To notify other credit providers of our credit history including a default by us
 - (c) To exchange information with other credit providers as the status of this credit
 - (d) To assess our credit worthiness from time to time
20. Amongst other privileges as a OMNIVISION Reseller, you will receive periodical publications such as OMNIVISION Price Catalogue, OMNIVISION Reseller Bulletin, OMNIVISION newsletters, informational emails, etc. Information may either be sent to you via post or by electronic means including email and facsimile. You must notify OMNIVISION if you choose not to receive any of these items.
21. OMNIVISION reserves the right to change the terms and conditions without prior notice.

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We hereby apply to be a reseller for OMNIVISION PTY LTD. We further confirm that all goods bought are for resale purpose. The information provided in this application is accurate to the best of my knowledge. All Terms and Conditions contained herein are fully understood and agreed.

Signed: _____ Date: ____ / ____ / ____
Print name: _____
Position: _____

DIRECTORS' GUARANTEE TO OMNIVISION PTY. LTD.

In consideration of OMNIVISION Pty Ltd ("the Company") agreeing to supply the following Company / Firm

("the Customer")

with goods on credit

I/WE

("the Guarantor")

of

do hereby (jointly and severally in the case of more than one Guarantor) guarantee the due and punctual payment of all monies which may now or in future be or become due and payable to the Company by the Customer on any account whatsoever AND I/WE DECLARE that this Guarantee shall be a continuing guarantee and shall remain in full force and effect and the Guarantor shall remain liable hereunder not withstanding the granting by the Company of time, credit or any other indulgence or concession to the Customer or the Guarantor or the waiver by the Company of any breach by the Customer of its obligations to the Customer or the liquidation of the Customer or the bankruptcy or death of the Guarantor or the liability of the Customer ceasing or becoming extinguished for any reason AND I/WE DECLARE that I/WE will make due punctual payments to the Company upon demand being made by notice or letter given to the Guarantor and such demand or notice or letter shall be deemed to be duly made or given if the same shall be in writing and left at or sent by pre-paid post to the address of the Guarantor as set out above AND I/WE FURTHER DECLARE that the Guarantor shall pay all costs, fees, charges and expenses including legal costs on a Solicitor and own client basis incurred by the Company of and incidental to this Guarantee or any matter arising out of or incidental to this Guarantee or the performance or failure to perform by the Guarantor of the covenants herein contained AND I/WE FURTHER DECLARE that if any of the obligations hereby guaranteed shall not be enforceable against the Customer purported to be primarily liable this Guarantee shall be construed as an indemnity and the Guarantor hereby indemnifies the Company in the respect of any failure by the Customer to make payment or perform or observe any covenant, obligations term or condition of this Guarantee AND the Guarantors hereby charge in favour of the Company as security for he/she/their obligations to the Company all right title and interest in any land held now by the Guarantors alone or jointly with anyone or acquired by the Guarantors at any time hereafter. If the Guarantors default in payment of any amount owed to the Company the Guarantors specifically authorise the Company to lodge a Caveat against any dealings with any such property AND I/WE DECLARE that the proper law of this Guarantee shall be of State of Victoria and that any proceedings to taken by the Company may be taken in the Courts of the State of Victoria AND THE GUARANTORS HEREBY DECLARES that I/WE understand the nature and effect of the within Guarantee and I/WE have had the opportunity of obtaining independent legal advice before signing this Guarantee.

SIGNED BY THE DIRECTORS/PRINCIPALS:

Full name of Director/Principal	Signature	Date
Full name of Director/Principal	Signature	Date
Full name of Director/Principal	Signature	Date
Full name of Director/Principal	Signature	Date

IN THE PRESENCE OF:

Witness	Signature of Witness	Date
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PLEASE RETURN TO:

Melbourne:
Level 1, 309 Warrigal Rd
CHELTENHAM, VIC 3192
Ph: 03 9584 0088
Fax: 03 9584 0099

or: Your Account Manager