

Herma Technologies – Dealer Application

Thank you for your interest in becoming one of our valued dealers. We view our relationship as partnerships – we offer quality, reliability and support.

As a first step to establishing an account with us, please fill out this application form and fax it to **1300 724 641**.

This form is divided into two parts:

PART A – Trading Account Application - please fill out this section. Applicants filling out only Part A will be able to purchase product on a strictly cash before despatch basis.

PART B – Application for Commercial Credit – only fill out this section if you require a credit account.

PART A – Dealer Application: Trading Account

Registered Business Name: _____

ABN: _____ ACN: _____

Trading Name: _____
(if different from above)

Postal Address: _____
(Accounts)

State: _____ Postcode: _____ Phone: () _____

Fax: () _____ Email Address: _____
(for Invoice Delivery)

Delivery Address or Shopfront _____
(if different form above):

State: _____ Postcode: _____ Phone: () _____

Fax: () _____ Email Address: _____
(for Invoice Delivery)

2nd Delivery Address or Shopfront _____
(if different form above):

State: _____ Postcode: _____ Phone: () _____

Fax: () _____ Email Address: _____
(for Invoice Delivery)

If your business has more than two branches, please supply additional branch/office details on a separate list.

PART A – Dealer Application: Trading Account (cont.)

Sales Contact Details:

Contact Name: _____ Position Title: _____

Phone: () _____ Mobile: _____

Fax: () _____ Email: _____

Account Contact Details:

Contact Name: _____ Position Title: _____

Phone: () _____ Mobile: _____

Fax: () _____ Email: _____

Business Details:

Length of time in business: _____ Number of employees: _____

Do you have a shopfront? Yes No

Are the majority of your customers: Home Theatre/Consumers

Corporate/Business

Education

IT Based

Other (please specify) _____

Is your business a member of: CEDIA InfoComm Star AV

Your website: _____ Your estimated monthly purchases from Herma? \$ _____

Do you currently stock projectors? Yes No If so, what brands: _____

Do you currently stock projection screens? Yes No If so, what brands: _____

Is there anything else you would like to add to your application? _____

What Now?

Please fax your completed application to 1300 724 641

One of our Sales Team will be in contact with you to discuss your application.

When your dealer application is approved we then commence processing your credit application.

If you would like to check the status of your application, please do not hesitate to call us on 1300 730 025.

PART B – Application for Commercial Credit

Only fill out this part of the application if you require a credit account with Herma Technologies.

Please note processing a credit account application may take up to two weeks. *If you have a more urgent requirement for supply, and your Dealer Application is approved you can order on a cash before despatch basis.*

Please print clearly with block letters:

Registered Business Name: _____

If a subsidiary, name of Parent Company: _____

If Company is acting as a Trust, name of Trust: _____

Accounts Payable Contact Name: _____

Accounts Payable Email Address: _____

Would you like to receive invoices by email? Yes No Credit Limit Request: \$ _____

Accounts Payable Telephone Number: () _____ Fax: () _____

Please provide four trade references:

	Company Name	Contact Name	Fax Number	Phone Number
1.			()	()
2.			()	()
3.			()	()
4.			()	()

Directors or Principals Details:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

I/ We, the undersigned, submit this information to establish standard commercial credit terms of strictly nett 30 days from end of month of invoice. Orders placed by us, and invoiced to the company listed above, remain the contractual responsibility of the company unless specifically agreed in writing to the contrary. I/ We also agree that title for any goods purchased by or on behalf of the company shall not pass until full payment is received and all or any cheques cleared. I/ We hereby agree to allow a Herma Technologies Pty Ltd authorised officer to make relevant enquiries necessary for the establishment of a credit facility with Herma Technologies Pty Ltd, using the Trade References supplied within the Credit Application, and with Dun & Bradstreet (Australia) Pty Ltd.

Agreement is also made to the Terms and Conditions listed on the reverse side of the Credit Application form, and I/ We, the undersigned, agree to abide by those Terms and Conditions. I/We understand that failure to trade under these terms may result in the suspension or cancellation of our credit facility with Herma Technologies Pty Ltd, and / or legal action being taken to recover any outstanding amounts, with the company becoming liable for any costs involved in the recovery of such debts.

Herma Technologies Pty Ltd hereby agrees not to divulge any confidential information supplied by the customer to any non-related party, unless required to do so by Law.

Declaration and Agreement

Dated ___/___/_____ between Herma Technologies Pty Ltd ABN 65 112 265 657 of 4a, 6 Albert Street Preston, Vic 3072, and the company listed above:

On behalf of Herma

On behalf of applicant company:

Name: Hiroko Moritani

Name:

Position: Financial Controller

Position:

Signed:

Signed:

Terms and Conditions

All terms and conditions are for sales and deliveries ex Herma Technologies, Preston, and all deliveries direct to the customer from an overseas source.

1. Terms of Payment

All commercial credit trading accounts held with Herma Technologies Pty Ltd ABN 65 112 265 657 (hereafter referred to as "Herma") are subject to our normal trading terms of strictly nett 30 days from end of month of invoice.

2. Supply on Credit

- a. Application to an open credit account must be on the official Herma Application for Credit before supply will be considered. The Application for Credit will not be considered unless signed by a duly authorized officer of the applicant company.
- b. A credit account or authorised dealer status does not entitle the dealer to access all of the Herma range. See acceptance letter stating available brands and products.
- c. If purchases within one billing month exceed your credit limit, further supply will be on a cash before despatch basis.
- d. Terms and Conditions on which an open commercial credit account may be granted and operate are subject to change without notice.
 - a. Payment of all credit accounts must be received at the expiration of the applicable credit period.
 - b. Herma reserves the right to take the following actions against any customer outside its agreed trading terms:
 - i. Withhold supply. and not hold stock on order;
 - ii. Institute legal action for recovery of all outstanding debts and costs involved in recovering such debts;

iii. Terminate all credit facilities;
NOTE that Herma shall not be liable for any damages that may occur as a result of such action.

3. Reservation of Title

- a. The ownership of goods delivered by Herma (or our nominated Agent) to the customer is only transferred upon full payment of all sums owing to Herma for those goods.
- b. Where Herma has not been paid pursuant to this credit agreement, or any other payment conditions in force between the parties, the customer hereby agrees to hold title to the goods for and on behalf of Herma, and to store those goods in a manner that clearly identifies ownership by Herma.
- c. Notwithstanding the provisions of the previous clauses, the customer may sell the goods to a third party in the course of business, and deliver them to that third party, provided that:
 - i. Where the customer is paid by the third party, and Herma has not been paid by the customer for the goods in pursuance with this agreement, the customer agrees to hold the whole of the proceeds of the sale in trust on behalf of Herma.
 - ii. Where the customer is not paid by that third party, and Herma has not been paid by the customer for the goods, the customer agrees, at the option of Herma, to assign his claim for payment to Herma, upon Herma giving the customer notice in writing to that effect.
- d. For the purpose of giving effect to perfecting the agreement specified in paragraph c) ii), the customer will irrevocably allow Herma to

appoint a Solicitor of its own choice.

- e. The parties agree that these provisions apply notwithstanding any agreement, whether subject to this agreement or not, between the parties under which, Herma gives the customer credit.

4. Prices

- a. Prices are subject to change without notice, and goods will be invoiced at the price ruling at the date of dispatch. This clause shall not apply if Herma has submitted a written quotation to the customer specifying a price for the invoiced goods that is valid at the time of invoice.
- b. Any reference to a retail price is an indication only, and there is no obligation to comply with any recommended pricing structure.

5. Claims

Returns of stock will not be accepted without prior authorization from Herma. All claims, including Proof of Delivery requests, Statements of Short Supply, and Return Authorisation will only be considered by Herma if received, in writing, no later than thirty (30) days from date of invoice. Claims are subject to:

- a. Herma reserves the right to apply restocking fees for goods that are ordered incorrectly or if there has been a change of mind. Such claims will not be considered after thirty (30) days from date of invoice.
- b. Returns must be provided in original packaging only.

Responsibility for goods damaged in transit caused by inadequate or unsuitable packaging or incorrectly packed goods will rest with you.

- c. Goods are to be returned in new condition only. Repair fees will be charged if returned goods have been damaged at time of install or during return freight.
- d. Requests for return of damaged goods must be made within thirty (30) days of date of invoice. After this, damaged goods will be deemed your responsibility.
- e. All freight, including return to base, are your responsibility.

6. Clerical Errors

Clerical errors are subject to correction without notice.

7. Variations

These trading terms may be subject to change without notice.

8. Freight & Handling

Freight & Handling will be billed at cost, with a minimum charge of \$10 per delivery. Orders are also available for your collection or by your nominated carrier, at your cost.

9. Acceptance

All orders are subject to acceptance by Herma, and will be supplied under the above terms and conditions.

10. Privacy

Herma's Privacy Policy meets all criteria of the Privacy Act. Our full privacy policy is included with the Dealer Welcome Pack and can be downloaded from our website at any time. If you have any queries, contact our privacy officer

privacy@herma.com.au

I agree to the above Terms and Conditions.

Name

Signed

Position

Date:

___/___/___