

AUTHORISED RESELLER APPLICATION FORM

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PLEASE PRINT IN BLOCK LETTERS AND COMPLETE TO APPLY TO BE AN AUTHORISED 3D PRINTING SYSTEMS RESELLER.

Please fill-in all relevant details as requested below and make sure you initial every page in the bottom left corner. Only key applications are successful and we cannot process applications without an authorised signature. Please scan or email to our accounts department to accounts@3DPrintingSystems.com

A. COMPANY DETAILS

Full Company Name: _____

Trading Name: _____

PO Box: _____ Street, Building: _____

City: _____ Country: _____

Telephone: _____ Fax: _____

E-Mail: _____ Web Address: _____

B. TRADE LICENSE DETAILS

ACN/ABN : _____

C. BUSINESS DETAILSFacilities: Owned Leased Rented

Date Business started: _____

Details of branches (if any): _____

Do you have any other businesses (if yes please provide details): _____

What States do you currently service: _____

Indicate how many sales staff you have in each of the above States: _____

Which category best describes your primary business? (Tick only one)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Direct Marketer (catalogue or Internet) | <input type="checkbox"/> Retail |
| <input type="checkbox"/> System Integrator (incl. OEM) | <input type="checkbox"/> Distributor |
| <input type="checkbox"/> Technical Service and Consultant | <input type="checkbox"/> Manufacturer |
| <input type="checkbox"/> Value Added Reseller (VAR) | <input type="checkbox"/> Exporter |

Who do you consider to be your primary customers / market? (Tick only one)

- | | |
|--|--|
| <input type="checkbox"/> Education and Government | <input type="checkbox"/> Small and Medium Size Dealers |
| <input type="checkbox"/> End user and SMB | <input type="checkbox"/> SMB and Local Government |
| <input type="checkbox"/> End user and Small Business | <input type="checkbox"/> Government and Enterprise |
| <input type="checkbox"/> Export | |

What are your annual purchases through distribution? (Tick only one)

- | | |
|---|--|
| <input type="checkbox"/> AU\$ 100,000 or less | <input type="checkbox"/> AU\$ 100,000 – AU\$ 500,000 |
| <input type="checkbox"/> AU\$ 500,000 – AU\$ 1,000,000 | <input type="checkbox"/> AU\$ 1,000,000 – AU\$ 5,000,000 |
| <input type="checkbox"/> AU\$ 5,000,000 – AU\$ 10,000,000 | <input type="checkbox"/> AU\$ 10,000,000 – AU\$ 50,000,000 |
| <input type="checkbox"/> Over AU\$ 50,000,000 | |

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D. ADDRESS DETAILS**BILL TO ADDRESS**

Company Name: _____

PO Box: _____ Street, Building: _____

City: _____ Country: _____

Telephone: _____ Fax: _____

Contact Person: _____

SHIP TO ADDRESS Same as BILL TO ADDRESS

Company Name: _____

PO Box: _____ Street, Building: _____

City: _____ Country: _____

Telephone: _____ Fax: _____

Contact Person: _____

E. CONTACT INFORMATION

In order to ensure a smooth business and delivery process, it is important that you provide detailed information about the individuals we are to contact with your organisation.

Contact #1 – (President, General Manager, Owner, Managing Director)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Contact #2 – (Purchase Manager)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Contact #3 – (Finance Manager, Accounts Payable contact)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Contact #4 – (Sales Manager)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

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G. PAYMENT TERMS

Payment is to be made before delivery and no credit terms are available.

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TERMS AND CONDITIONS

1. Sales are only to be made in the country or state that your place of business is registered in, unless otherwise agreed upon.
2. Except where it is specifically expressed, all prices quoted or that have appeared in our price list are exclusive of any tax, import duty or other levies.
3. 3D Printing Systems 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 3D Printing Systems. All prices are quoted in AUD or NZD and are based on availability from 3D Printing Systems.
4. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and 3D Printing Systems 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 3D Printing Systems' control. Customer shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, dispatch or performance. 3D Printing Systems 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.
5. Delivery charges are at the customer's expense. In the event that 3D Printing Systems has to organise transportation and delivery, a standard freight charge will apply. 3D Printing Systems will not be responsible for any damages or loss whatsoever during transit once goods are dispatched out of our facility.
6. An official order, in writing, or equivalent, must be issued to 3D Printing Systems before any delivery can be affected. 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.
7. All goods sold, services provided and fees charged by 3D Printing Systems exclude any form of GST.
8. Payment terms are normally cash with order, or cleared funds before delivery unless a credit account with 3D Printing Systems is in place prior to dispatch.
9. In the event of any default in payment to 3D Printing Systems the customer shall pay to 3D Printing Systems its costs of and incidental to the recovery of such sums as may be due including all mercantile and like fees and legal fees and charges on a solicitor/own client full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process.
10. Direct Credit and Master and Visa cards are accepted and a 3.5% surcharge will apply if payment is made by credit cards. No shipment will be made until the 3D Printing Systems Credit Department has approved the order prior to the time of shipment. All new customers are required to transact on a Cash Before Dispatch (C.B.D.) basis for at least three to six months before 3D Printing Systems will consider granting a credit account. 3D Printing Systems will request for clear fund payment from C.B.D accounts before delivery unless a credit application is completed.
11. In the event of the customer failing to pay any outstanding account owing by the customer to 3D Printing Systems or the customer entering into any scheme of arrangement with its creditors or going into receivership or liquidation, 3D Printing Systems shall be entitled to a general lien on all property or goods belonging to the customer in 3D Printing System's possession for any outstanding amount owing by the customer to 3D Printing Systems, in case contra accounts exist, 3D Printing Systems has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
12. Until 3D Printing Systems has been paid in full for all goods supplied to the customer under any contract whatsoever between the customer and 3D Printing Systems:
13.
 - a. The goods shall remain as property of 3D Printing Systems.
 - 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 an agent for 3D Printing Systems and 3D Printing Systems 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 13.b separately and in such a way that they can be readily identified as being the property of 3D Printing Systems.
 - d. Subject to 13.e and 13.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 3D Printing Systems and to account to 3D Printing Systems 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 3D Printing Systems under any contract whatsoever, provided that the customer shall have no authority to enter into any contract of sale on behalf of 3D Printing Systems. Any contract or sale shall be accordingly concluded in the name of the customer.
 - e. 3D Printing Systems 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 3D Printing Systems in respect of any goods or services supplied to the customer by 3D Printing Systems 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 3D Printing Systems is dishonoured on presentation for payment or if 3D Printing Systems 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 13.e or 13.f the customer shall place the goods and the new product referred to in 13.b at the disposal of 3D Printing Systems 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.

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- h. Terms thereafter will be on a strictly cash basis only. Sales will be made subject to 3D Printing System's standard Conditions of Sales. In consideration of 3D Printing Systems granting us credit facilities it is irrevocably agreed as it follows:
- i. All goods obtained from 3D Printing Systems shall be at our risk immediately upon delivery from the agreed delivery point.
- j. Notwithstanding that the risk in any such goods had passed to us, title and property in all goods shall remain with 3D Printing Systems until such times as full payment is made to 3D Printing Systems for all amounts owing by us in such a way so that our total indebtedness to 3D Printing Systems under their terms and conditions of sales is discharged.
- k. It is acknowledged that points have been read and fully understand the terms and accept them without reservation.
14. Failure by 3D Printing Systems to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights 3D Printing Systems may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.
15. All 3D Printing Systems supplied products are covered, as standard, by the respective manufacturers' warranty on a Return to Base (RTB) basis to 3D Printing Systems or nominated 3D Printing Systems Authorised Service Centres.
- 16.
- a. All goods that are to be returned to 3D Printing Systems 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%. The re-stocking fee will apply to all goods returned for credit.
- b. 3D Printing Systems warrants that it has good title to or license to supply all products to the customer.
- c. If any part of the hardware products should prove defective in materials or workmanship under normal operation of service, such products will be repaired or replaced only in accordance with any warranty cover and terms provided by the manufacturer of the products provided that no unauthorised modifications to the product or to the system of which the product forms part have taken place. 3D Printing Systems is not responsible for the cost of labour or other expenses incurred in repairing or replacing defective or non-conforming parts.
- d. All software products supplied are supplied "as is" and the sole obligation of 3D Printing Systems with regard to the supply of software products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that any such software products should fail to conform to its product description provided always that the customer notifies 3D Printing Systems of any such non-conformity within 90 days of the date of delivery of the applicable software product.
- e. If the products are rejected by the customer as not being in accordance with the customer's order pursuant to clause 15.c or 15.d, 3D Printing Systems will only accept the return of such products provided that it receives written notification thereof giving detailed reasons for rejection. 3D Printing Systems will not consider any claim for compensation, indemnity or refund until liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the value of products be deducted or set off by the customer until 3D Printing Systems has passed a corresponding credit note.
- f. 3D Printing Systems warrants that services shall be performed with reasonable skill and care and in a good and workmanlike manner.
- g. Except as specifically set out in this clause 15, 3D Printing Systems disclaims and excludes all other warranties, whether express or implied by statute or otherwise, including but not limited to the warranties of description, design, merchantability and fitness for a particular purpose, or arising from any previous course of dealing, custom or trade practice.
17. Save as expressly provided for in other contracts, 3D Printing Systems 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 3D Printing Systems within fourteen (14) days of the date of delivery. In any event, the liability of 3D Printing Systems under any sales contract is limited to the replacement of the goods or the supply of equivalent goods or the repair of the goods.
18. 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 3D Printing Systems. No sales contract for the supply of goods or provision of services shall exist between 3D Printing Systems and the customer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by 3D Printing Systems. 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 3D Printing Systems and is not binding on 3D Printing Systems prior to 3D Printing System's acceptance of it. 3D Printing Systems may refuse to proceed with any sales contract at any time if customer's credit is or becomes unsatisfactory to 3D Printing Systems.
19. We request that 3D Printing Systems supply us with goods and/or services for which we undertake to pay 3D Printing Systems that agreed price(s) within the terms agreed, or if no such terms have been agreed, it will be cleared funds before delivery. 3D Printing Systems reserves the right to grant a credit account. A credit account will only be provided to customers who have traded with 3D Printing Systems for a certain period of time with a satisfactory history. Details of the credit will be notified separately. All overdue amounts are subject to an administrative charge of 5% per month, calculated on an overdue balance on a daily basis.
20. Any contracts entered into between 3D Printing Systems and customer shall be subject to jurisdiction of the courts of New Zealand.
21. We agree that 3D Printing Systems may give permission to seek from any credit providers and/or any credit reporting agencies whether or not named in the credit application about our credit arrangements.
22. 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.
23. We understand the information may be used for the following purposes:
- 24.
- a. To access an application by us for credit

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- 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 access our credit worthiness from time to time
 - e. Amongst other privileges, as a 3D Printing Systems Reseller, you will receive periodical publications such as 3D Printing Systems Price Catalogue, 3D Printing Systems Reseller Bulletin, 3D Printing Systems newsletters, informational emails, etc. Information may either be sent to you via post or by electronic means including email and facsimile. You must notify 3D Printing Systems if you choose not to receive any of these items.
25. 3D Printing Systems reserves the right to change the terms and conditions without prior notice.
26. Payment is to be made before delivery and no credit terms are available.

We hereby apply to be an Authorised Reseller for 3D Printing Systems and agree to these terms and conditions. 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: _____

Official Use by 3D Printing Systems Ltd ABN: 88095761789

Signed: _____ Date: _____

Print name: Bruce Curtis Jackson

Position: CEO

Initial here: _____