

**Reseller Application – Detail Form**

**Company Detail**

Legal Name: \_\_\_\_\_ Trading Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Sales**

Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Accounts**

Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Director**

Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Company Profile**

Nature of business: \_\_\_\_\_ Line of business: \_\_\_\_\_

Years in operation: \_\_\_\_\_ No. of employees: \_\_\_\_\_

Principal product: \_\_\_\_\_ Has shop front: *Yes/No*

Note: Please complete this form and sign the terms and conditions below, together with your **Business Registration Certification** copy. Email all documents to **sales@trackcar.co**

## **Reseller Application – Terms and Conditions**

RESELLER TERMS AND CONDITIONS BETWEEN

\_\_\_\_\_ ABN \_\_\_\_\_

AND

**TrackCar**

This Reseller Agreement ("Agreement") is entered into by and between [Your Company Name] ("You"), a registered company, and TrackCar, and outlines the terms and conditions that apply to You as a reseller of TrackCar products.

Definitions: In this Agreement, "TrackCar", "TrackCar Communication", "we", and "us" refers to TrackCar. "You" refers to the Reseller who agrees to resell TrackCar products to a third party. "Reseller" means any Person who joins the Reseller Program. "Customers" means any customer of the Reseller. "Products" means any TrackCar-branded products or products sold and warranted by TrackCar.

Entire Agreement:

This Agreement specifies the terms and conditions You accept and agree to abide by when reselling any products provided by TrackCar to any third party. Customers may not return products classified as "no fault products" to TrackCar unless otherwise specified by written agreement between You and TrackCar.

Modifications to Agreement:

We may modify the terms of this Agreement upon notice to You by email or in writing. If any modification is unacceptable to You, You may terminate the Agreement. However, the changes we have announced will become effective unless we agree, in writing, to the contrary.

**Term:**

This Agreement will be effective from [date]. Both parties agree that this Agreement will be reviewed before expiration and amendment or extension of this Agreement will be agreed in writing and signed by both parties.

**Account Setup:**

Your account will be set up when we approve Your application. An acceptance letter will be sent to You within five working days. Your original payment term with TrackCar is COD (cost on delivery). Your Reseller Application will be kept on file for a period of two months. Failure to activate the account will require You to reapply.

**Billing:**

You agree that Your original payment term with TrackCar is COD (cost on delivery). You may apply for extended payment and credit terms separately upon TrackCar's approval.

You agree that any billing or other financial transaction conducted between You and Your customer is separate from Your obligation to TrackCar. No delay or alteration of any outstanding account balance owed by You to TrackCar will be affected by Your ability to collect monies owed to You by Your customers.

**Servicing and Warranty:**

Products are covered by manufacturers' warranty. To the extent permitted by law, TrackCar's entire responsibility with respect to warranties for the products is to pass on to the customer the benefit of any such warranties. You agree that You are responsible for assuring that Your technicians for the TrackCar products are trained and professional in providing technical servicing to Your customers.

You agree to act as the first point of contact for Your customers for all technical queries relating to TrackCar products. We agree to provide technical assistance to You.

All TrackCar products are warranted against defects in workmanship and material for a period specified by TrackCar. TrackCar further warrants that the products conform to the publicly published product specifications in effect on the date the product is sold to the customer.

In the event that the product is defective, we will provide a replacement unit within five working days once the defective unit is received by us. We will not be responsible for the costs of reinstallation or the cost of shipping the defective unit. However, we will cover the costs of shipping the replacement unit to You.

#### Indemnity and Limitation of Liability:

Neither party hereto will be liable hereunder for any special, incidental, or consequential damages, including without limitation loss of profits or prospective profit by You or TrackCar, whether arising out of or alleged to have arisen out of breach of this Agreement, negligence, or otherwise.

#### Confidentiality:

Each party will protect the other's confidential information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information. Neither party will use the other's confidential information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's confidential information without the prior written consent of the other party.

The confidentiality undertakings of both parties pursuant to this article will remain in full force and effect during the duration of this agreement and three (3) years thereafter.

#### Termination:

Either party may terminate this Agreement, without cause at any time upon thirty (30) days written notice, or with cause at any time upon ten (10) days written notice. Cause for termination will include, but not be limited to, any material breach by the other party of the terms and conditions described hereunder, including any failure by you to meet its sales figures, training, and other obligations and requirements.

Cancellation Unless otherwise agreed in writing by an authorized officer of TrackCar, you may not cancel an order which has been accepted by TrackCar.

If your right of cancellation is agreed to by an authorized officer of TrackCar in writing, the right must be exercised by notice in writing from you to TrackCar not later than 3 days before the estimated date of shipment by the manufacturer (as the case may be). Unless otherwise agreed between you and TrackCar, upon cancellation prior to shipment, any deposit paid by you will be forfeited to TrackCar.

#### Return of Defective Products:

TrackCar will be responsible to repair the RMA Products that are within the RMA Period and meet the TrackCar RMA terms and conditions. The TrackCar RMA terms and conditions of each contracted product are detailed in TRACKCAR's RMA (Return Manufactory Authorization) procedure.

#### Relationship of Parties:

The parties hereto are independent contractors, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party shall have authority to bind the other party in any respect.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where TrackCar is incorporated.

**Assignment:**

This Agreement may not be assigned or transferred by you without the prior written consent of TrackCar.

**Notices:**

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon (a) personal delivery, (b) the second business day after mailing, (c) the second business day after sending by confirmed facsimile, or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to either party shall be addressed to its registered company address.

**Waiver:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Severability:**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both parties.

**Signed by TrackCar**

(Signature)

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(Print Name)

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(Date)

**Signed by Reseller**

(Signature)

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(Print Name)

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(Date)