
Reseller Application Guide - Please Read

Before you get started

- Please ensure the person signing this application form is an **Authorised Signatory** for the company.
- **Three (3) trade references are required.** Utility companies and references with expenditure under NZD 2,000 are not accepted.
- Please advise when emailing your application form, if you wish to have a **Cash** or **Credit*** account.

**Sektor policy for credit accounts requires an initial 90-day trading period as a Cash account, before enabling full Credit account terms.*

Completing the Reseller application form

- Please complete **all** fields including Important Contacts and Trade References.
- Electronic form completion is preferred to help our team speed up the process, however you can print and complete by hand.
- Please sign the first page and initial all pages where indicated. We accept electronic or handwritten signatures.
- Email complete and signed form in PDF format (preferred) or scanned PDF/images to sales@sektor.co.nz

Next steps

- Once we have received your completed application form, our team will be in touch with a quick phone call to help us better understand and be able to support your business needs.
- We will carry out trade reference checks prior to account approval.
- Upon a successful application, you will receive an email with your account details, your Accounts and Web Admin logins to our web portal, and a starter information pack.
- Welcome aboard! To start the partnership for you as an authorised Sektor reseller, our team will arrange a meeting to walk you through resources and tools available to you, such as simple online ordering, how to access special pricing, technical support, training resources to upskill your team, and more.

If you have any questions about the process, contact us on sales@sektor.co.nz or call 0800 735 867.

Terms & Conditions of Sale

Sektor Ltd

525 Great South Road, PO Box 12405, Penrose, Auckland 1642. Ph: 09 579 9855 www.sektor.co.nz



1. General

Any order accepted by Sektor Limited, or its subsidiaries (hereinafter called the **Company**) shall be deemed to incorporate these Terms and Conditions of Sale. No variation or modification of, or substitution for these Terms and Conditions of Sale (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless previously and specifically accepted by the Company in writing. Acceptance of these trading terms does not necessarily imply access to all the Company's products. Certain products are classified as Authorised Products and are not available to all the Company's customers. The Company may make changes to these Terms and Conditions of Sale (including any credit terms) from time to time by notice in writing to the Customer's Executive. The Customer is treated as having accepted the changed terms if it sends an order to the Company after receiving notice of those changes.

2. Prices

Unless otherwise agreed in writing by the Company, the Company reserves the right to vary the price stated for the Goods in order to take account of any increase in shipping costs, product costs or cost of materials, services or exchange rate fluctuations at the time of acceptance of the Customer's Purchase Order. All prices listed are GST exclusive unless otherwise stated and subject to change without notice (unless Customer has already placed an order for such Goods, in which case Company will notify Customer of any price changes). The Company reserves the right to accept or reject any Purchase Order, whether written or verbal, at its discretion.

3. Payment

Payment for Goods must be made prior to delivery, except as set out below. Payment may be made by direct debit, cheque, or credit card (payments accepted by MasterCard or Visa will incur a 2.5% transaction fee).

The Customer warrants that as far as it is aware, it, its owners, any of its related companies (as defined in the Companies Act 1993) are solvent and able to pay their debts as they fall due.

Credit terms may be offered to an approved Customer if a satisfactory trading history between the Company and the Customer has been established (determined by the Company in its sole discretion). If credit is extended to a Customer, the Company may reduce or withdraw any credit extended to the Customer and require it to immediately pay all moneys owed to the Company if the Customer: (i) breaches any of these Terms and Conditions of Sale; or (ii) in the Company's reasonable opinion, may or is suffering from an insolvency event, is or is likely to be unable to pay its debts as they fall due, has had a receiver or liquidator appointed, or may or is undergoing any analogous event.

Without prejudice to any other rights of action the Company may have, unless payment is made to the Company on the due date for payment, the Customer's account will be automatically suspended until payment is made in full (unless payment is otherwise arranged and confirmed in writing by the Company such as a bona fide dispute). The Customer agrees to pay interest to the Company on all overdue charges at the rate of one and one half percent (1.5%) per month payable monthly (or such lesser rate as the Company may specify in writing) from the due date for payment until actual payment thereof, excepting any amount subject to a bona fide dispute which has been set aside.

In the event of an account not being paid by the due date the Customer will pay to the Company all debt collection agency costs and legal fees incurred by the Company in obtaining payment of the amount from the Customer. In addition, interest is payable on such debt collection agency costs and legal fees at the cumulative rate of 1.5% per month calculated monthly from the date on which they are paid by the Company until payment of the same by the Customer to the Company.

4. Assignment

An order and any payments to be made in relation to it shall not be assigned or transferred without the prior written approval of the Company.

5. Delivery

Delivery will be made to the location specified on the order form and the Customer shall be liable for all freight costs.

If Goods are damaged in transit to the Customer or not all Goods ordered are delivered, the Customer must promptly notify the Company and the relevant carrier, and provide a second written notification including a detailed and complete claim within two (2) working days of delivery. If Goods are lost or destroyed in transit, the Customer must (i) notify the Company and the relevant carrier within seven (7) days of the date of consignment as advised by the Company to the Customer or (ii) where the carrier's tracking notification states a delay in delivery, the Customer must notify the Company within seven (7) days of the carrier's revised delivery date.

Unless the Customer notifies the Company and the carrier as required by this clause (including the timeframes), then the Company will have no responsibility to investigate or remedy any issue related to delivery of Goods.

Any period or dates quoted for delivery are to be regarded as approximate only and the Company accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of Goods. Delay due to any circumstances shall not entitle the Customer to cancel any order or to refuse to accept delivery.

When the Company is required to procure overseas Goods to fulfil an order, the order is subject to confirmation by the Company and may also be subject to an import licence being available when required.

6. Force Majeure

If the Company is delayed in or prevented from making delivery owing to any cause whatsoever beyond the Company's control, such as Act of God, war, terrorism, strike, riots, government intervention, Coronavirus, Covid-19, industrial stoppage or natural disaster or otherwise, the Company may by written notice cancel or suspend the order without incurring any liability to the Customer.

7. Insurance

The Company will insure Goods whilst in transit from the Company's premises to the delivery address. The Customer is responsible for insuring Goods once those Goods have been delivered to the Customer's delivery address, except where those Goods are Evaluation Goods.

8. Cancellation of Order

Once an order has been accepted, dispatched and invoiced by the Company it may not be cancelled by the Customer for any cause whatsoever without the Company's consent in writing (**Cancellation of Order**). Where such cancellation is agreed, the Customer will: (i) return the Goods to the Company (at the Customer's cost) in original unmarked packaging and including all original documentation and accessories; and (ii) ensure that the Goods are insured in transit. Such an order cancelled by the Customer will incur a re-stocking fee of a minimum of \$30.00, or fifteen percent (15%) of the invoiced value of the Goods, whichever is the greater.

If the Customer places a special order or an indent order for Goods that are of a special nature or quantity, that order is irrevocable and cannot be cancelled pending acceptance or rejection by the Company within a reasonable time.

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9. Returns

Before returning any Goods, the Customer must request, and the Company must have issued, a return merchandise authorisation (**RMA**). Goods will not be accepted, credited or replaced without the RMA number stated on the returned Goods. Consumable items are not eligible for credit or return unless otherwise agreed by the Company in writing. Unauthorised returns will not be shipped back to sender except at the Customer's expense (a handling fee may also apply).

The Customer may return authorised items using the shipping method of its choice and at the Customer's cost. The Company recommends that the Customer insures the return shipment, as the Company has no responsibility or liability for damaged or lost shipments. Used or otherwise altered Goods not in new condition are not eligible for credit or replacement. All returns must be received within 45 days of the original order or a credit cannot be issued. Upon receipt of the returned Goods, the Company will inspect them, return them to inventory if in new unused condition and issue the Customer with the credit to the bank account or credit card number advised by the Customer according to the conditions of the Cancellation of Order.

10. Ownership

Risk in Goods supplied by the Company to a Customer pass to the Customer on delivery to the Customer or into custody on the Customer's behalf. Title in Goods supplied by the Company to a Customer passes to the Customer when the Customer has discharged all outstanding indebtedness to the Company in respect of all Goods.

The following applies to any Goods delivered to the Customer, to which it does not have title, including for the avoidance of doubt Evaluation Goods (**Retained Goods**):

- a. Until payment of all outstanding indebtedness for all Goods has been made to the Company, the Customer acknowledges and agrees that: (i) it holds Retained Goods as fiduciary and bailee agent for the Company; (ii) it will store, at all times, the Retained Goods separately from its or any third party's goods so that they remain identifiable; (iii) it will not encumber or allow any charge or security interest over the Retained Goods; (iv) it will insure the Retained Goods; and (v) the Company is permitted to enter into the Customer's premises without prior notice to inspect and/or repossess the Retained Goods, and to keep or resell any of the Retained Goods repossessed.
- b. If the Customer manufactures, intermingles or deals with the Retained Goods in such a manner that they become an integral part of any other object (**Processed Goods**) then the Customer holds these Processed Goods on trust for the Company until payment in full of such indebtedness for all Goods has been made to the Company.
- c. Unless otherwise directed by the Company, the Customer may, on behalf of the Company, sell the Retained Goods and Processed Goods to a third party in the normal course of trade. The Customer is accountable to the Company for the proceeds derived from the sale of Retained Goods and Processed Goods. The Customer shall hold such proceeds in trust for the Company in a separately identifiable account for the Company's benefit and must give the proceeds to the Company when asked, until such time as all outstanding indebtedness for Goods has been repaid by the Customer.
- d. The Customer must maintain separate records in relation to the Retained Goods and Processed Goods, and make these records, Retained Goods, and Processed Goods available for the Company's inspection at any time on reasonable notice to the Customer.

Sub clauses a, b, c and d do not apply to fully prepaid transactions.

11. Evaluation Goods

The Company may make evaluation goods available to the Customer from time to time, to allow the Customer to evaluate product features and benefits prior to purchasing (**Evaluation Goods**). All Evaluation Goods shipped to the Customer will be brand new in unopened factory condition and either wrapped or shipped in an outer carton. Insurance of the Evaluation Goods is covered by the Company whilst in the care of the Customer. Goods are to be returned to the Company within 7 working days unless purchased prior.

The Customer must not: (i) leave Evaluation Goods (or allow them to be left) in the possession or control of a Customer's customer (**End User**); or (ii) further install (or allow to be installed) the Evaluation Goods on trial, in each case unless specifically agreed to in writing by the Company. Where it has been agreed by the Company for the Customer to leave Goods in the control of the End User, the Customer must ensure that it (or the End User) insures the Evaluation Goods for full replacement value and in accordance with best industry practice.

Returned Goods are to be shipped freight and insurance paid by the Customer, either outer wrapped or packaged to preserve the brand new factory packaging. Any missing marked or damaged packaging, product, manuals or accessories, will be charged to the Customer in full on return. Evaluation Goods not returned according to these conditions will be charged in full to the Customer at the end of the evaluation period. Freight and the purchase cost (if pre-paid) on the order of the Evaluation Goods will be credited in full in accordance with this clause if returned within the 7 day evaluation period.

12. Confidentiality

From time to time the Company and the Customer may be required to pass on to each other confidential information about their respective business or the Customer may be required to pass on to the Company confidential information about their End User's to the Company for the commercial benefit of both parties. Any such information given by either party will be held by the other party in strict confidence and will not be passed on to any third party or used for any other purpose other than the direct related purpose to which the information was given, except to the extent required by law or the requirements of any stock exchange. Confidential information excludes information which is: (i) lawfully in the public domain before its disclosure or enters the public domain afterwards otherwise than as a result of an unauthorised disclosure; (ii) becomes available to the receiving party from someone lawfully in possession of it who lawfully discloses it on a non-confidential basis; and (iii) is rightfully known by the receiving party before disclosure of it.

No public announcement or press release relating to the Company or the Company's business or products is allowed without the Company's prior written consent, which will not be unreasonably withheld.

13. Web Access

The Company's web site, www.sektor.co.nz or any of its URL's that link to the Company's web site, provides the Customer with access to product details, specific pricing to the Customer's account, RMA tracking, service job tracking, the ability to view invoices and statements, along with other information helpful to the Customer as a reseller of the Company's Goods, via a secured logon. As this information is confidential to the Customer, a User ID and initial Password is required.

To access the Customer account portal for the first time, click on "Sign In" at top right of the home page and follow instructions to register.

For the avoidance of doubt, these Terms and Conditions of Sale apply to all orders placed by the Customer on the Company via the Sektor web ordering portal. The Company reserves the right to restrict access to the web ordering portal at any time without prior notice to the Customer.

14. Warranty

The Company will pass through the benefit of any manufacturer's warranties in respect of the Goods to the Customer. Unless otherwise stated on the Company's web site, or at the time of purchase, the manufacturer's warranty for all Goods will be a twelve month, return to base, parts and labour warranty (**Warranty**).

Where an extended warranty (**Extended Service Contract**) is taken on Goods, or unless otherwise stated in writing, the scope of that Extended Service Contract will be as per the standard Warranty for the extended period taken. An Extended Service Contract must be made within 30 days of the original purchase. In special circumstances an Extended Service Contract may be offered after expiry of the 30 day period, but will not be available after the expiry of the original Warranty period. Where an Extended Service Contract is offered, it is to be taken on the total initial invoiced value and quantity of Goods therein, and is to be paid in full upon invoice.

An Extended Software Assurance Contract is available on specific software licensed Goods. Where such contract is taken, unless stated in writing, the scope of the Extended Software Assurance Contract will be on the same terms as the Warranty. Extended Software Assurance Contracts are not available in conjunction with Extended Service Contracts.

Damage caused by misuse or abuse, use otherwise in accordance with the Company's or manufacturer's instructions, electrical damage due to power fluctuations such as surges or spikes, incompatible consumables or software, are not covered under Warranty, and may not be covered under an Extended Service Contract or Extended Software Assurance Contract. No warranty is given in respect of consumables. Proof of Purchase is to be supplied with all claims under this clause.

15. Personal Property Securities Act 1999 (PPSA)

The Customer grants to the Company a security interest (as defined in the PPSA) in the Goods supplied by the Company and their proceeds and accessions to secure payment of the purchase price of the Goods and all outstanding debts and obligations of the Customer to the Company.

The Company will provide such information, do such acts and execute such further documents as in the Company's opinion may be necessary or desirable to enable the Company to perfect under the PPSA the security interest created by these terms and conditions as a first priority interest or with such other priority as the Company may agree in writing.

The Customer will supply the Company within 7 business days of written request copies of all documents granting security interests registered over the Customer's property. The Customer authorises the Company as an agent to request copies of all documents granting security interests registered over the Customer's property. The Customer authorises the Company as an agent to request any information from any secured party relating to any security interest which is held in any property which is or has been in the Customer's possession or control.

The Customer will immediately notify the Company in writing of any change in the Customer's name.

The Customer agrees sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125 to 127, 129, 131 to 134 of the PPSA shall not apply to these Terms and Conditions or the security created hereunder and further waives the right to receive a Verification Statement under the PPSA.

The Customer must not create or allow or permit the creation of a security interest in any of the Company's Goods in favour of any person other than the Company without first obtaining the Company's written consent nor may the Customer allow or permit the creation of a lien over any of the Company's Goods.

16. Liability

To the maximum extent permitted by law, the Company shall not be liable, whether in contract, tort (including negligence), statute or otherwise, for any damages or loss of any kind arising in relation to Goods (including where arising from the failure of Goods to function or operate satisfactorily).

Except for in respect of any violation of the Company's intellectual property rights by the Customer, neither party will be liable to the other party for any loss of profits, loss of revenue, loss of data, loss of business, loss of use, loss of goodwill (in each case whether direct or indirect), or for any direct or indirect, incidental, special, or consequential damages.

The Company accepts no responsibility or liability for incorrect placement of orders, including via the web.

Any representation, warranty, condition or undertaking that would be implied in these Terms and Conditions of Sale by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in these Terms and Conditions of Sale excludes, restricts or modifies any condition, warranty, right or remedy that cannot be excluded, restricted or modified.

The Company's liability for any other liability that has not been, or cannot be, excluded, or any breach of a condition or warranty that cannot be excluded, is limited, at the Company's option, to re-supplying (or paying the cost of re-supplying) services and repairing, replacing (or paying the cost of repairing the Goods).

17. End User liability and contract requirements

Without limiting clause 16:

- a. the Company is not liable, whether in contract, tort (including negligence), statute or otherwise, to the Customer or any End User in respect of software distributed by the Company where the End User has entered into an end user licence agreement (**EULA**) with the third party software vendor;
- b. if the Customer provides managed or professional services to an End User, the Company expressly makes no and specifically disclaims all, representations or warranties, express or implied, regarding any such managed or professional services or any other similar service provided by the Customer to the End User; and
- c. where: (i) the End User has contracted with the Customer, for the Customer to provide it with managed or professional services (**Managed / Professional Services Agreement**); (ii) a EULA has been entered into by the End User and a third party software vendor in relation to the software for which the services are provided; and (iii) the Customer is (in the Company's reasonable opinion) in breach of these Terms and Conditions of Sale, then the Company may instruct the Customer to assign the Customer's rights and obligations under the relevant Managed / Professional Services Agreement to a third party nominated in writing by the Company. The Customer will promptly ensure that such rights and obligations are validly assigned upon receiving such instruction.

The Customer must ensure that before providing any Goods or services relating to software to an End User, the End User has entered into a written agreement with the Customer which:

- d. includes equivalent provisions to sub-clauses a, b and c above;
- e. in the case of sub-clause c, provides that no consent from the End User is required in respect of such an assignment of the Customer's rights and obligations, and that the End User will promptly execute any documentation reasonably required to reflect the assignment; and
- f. in each case, provides that such provisions are for the benefit of, and may be enforced against the End User by, the Company.

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18. Indemnity

The Customer will indemnify the Company against any claims by a third party (including merchants and customers), damage, loss, liability or expense (including lawyers' fees on an indemnity basis) that the Company may incur: (a) with respect to any negligent act or omission by, or wilful misconduct of the Customer's employees, agents, contractors, consultants or representatives; (b) as a result of: (i) any warranty condition, representation, indemnity or guarantee granted by the Customer or provided by law in addition to or in lieu of the limited warranties specified in the Warranty clause; (ii) any omission or inaccuracy in the Customer's marketing and promotional materials that relate to the products; (iii) any modification of or addition to the product not provided or approved by the Company; and (iv) the Customer's failure to comply with these Terms and Conditions of Sale. This clause does not limit any other remedies available to the Company under these Terms and Conditions of Sale.

19. Severability

If any term in these Terms and Conditions of sale is illegal or unenforceable, it is to be severed. The rest of the terms will not be affected.

20. No Waiver

No waiver of a right or remedy under these Terms and Conditions of Sale will be effective unless it is in writing and executed by the Company. No delay or omission by a party to exercise any right shall constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right.

21. Contract Privity

These Terms and Conditions of Sale are intended to be for the benefit of Sektor Limited and each of its subsidiaries, and will be enforceable by any of them in accordance with the Contract and Commercial Law Act 2017.

22. Consumer Legislation

The parties acknowledge and agree that: (a) the provisions of the Consumer Guarantees Act 1993 shall not apply to the sale of Goods under these Terms and Conditions of Sale; and (b) sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 shall not apply to the obligations of the parties under, and that it is fair and reasonable that such provisions are contracted out of for the purposes of, these Terms and Conditions of Sale.

23. Governing Law

Any contract to which these Terms and Conditions of Sale apply shall be governed by and construed in accordance with the laws in force in New Zealand and you further submit to the exclusive jurisdiction of the Courts operating in New Zealand.

24. Goods

"Goods" as used in this agreement means those Goods supplied by the Company and includes but not limited to Barcode Printers, Barcode Scanners, Barcode Verifiers, Card Printers, Cash Drawers, Computer Memory, Consumables, Cyber Security Software Licences, Cyber Security Hardware, Ergonomics, Healthcare Products, Keyboards, Kiosk Terminals, Managed Services, Mobile Computing Terminals, POS Printers, POS Terminals, Professional Services, Scanner Scales, Security Products, Storage Devices, Surveillance Products and Touch Terminals.

25. Authorised Products

"Authorised Products" as used in this agreement means those Goods supplied by the Company that require the Customer to undertake specialised technical training, proof of staffing support capabilities and other specialised requirements as required by the Company and its vendors from time to time. Authorised Goods may be available to Customer upon such requirements being met.