



Cash
 Credit

APPLICATION FOR COMMERCIAL TRADING ACCOUNT

AVNET PACIFIC PTY LTD (ACN 003 085 050) of Unit F1, Enterprise Park, 22-24 College Street, Gladesville, NSW 2111

This Account Application shall be in respect of AVNET PACIFIC PTY LTD (ACN 003 085 050) (ABN 18 003 085 050) and its respective associated and subsidiary and parent companies and successors and assigns (all of which are referred to hereafter as "Avnet").

IF A COMPANY RESELLER PARTNER

Registered name of incorporated body ("the Reseller Partner")

(ACN.....) COMPANY TYPE PUBLIC PRIVATE PERIOD IN BUSINESS..... YRS

Trading name/Business Name (if any)..... Business Name Registration No: (if any)

Affiliated or parent company (if applicable).....

IF PARTNERSHIP/SOLE TRADER/TRUST (Delete as applicable)

Partnership/Proprietor/Trustee Name..... ("the Reseller Partner") Period In Business:..... YRS

Trading name/Business Name (if any)..... Business Name Registration No: (if any)

Previous Trading Name (if applicable).....

ALL RESELLER PARTNERS PLEASE COMPLETE

Date Business Commenced Australian Business Number (ABN

Nature of Business/Main Business Activity Number of Employees

Postal Address Postcode

Business Address..... Owned Buying Renting
..... (Post Code)

Telephone Number ()

Business Facsimile (]

Landlord/Agent's Name and Telephone Number ()

Name if less than 12 months – Previous Address Post Code

WEB Address: email address

Contacts - Booking Officer/Authorised Officer Accounts Payable Officer

Has Reseller Partner or any associated company or person traded with our companies or businesses in the past? YES NO

(If Yes) under what name?.....

Details of: (Please tick) Directors Partners Sole Trader

1. Name in Full Date of Birth.....
Position/Occupation..... Licence No.....
Residential Address..... Owned Buying Renting
..... Postcode

Spouse's Full Name:

2. Name in Full Date of Birth.....
Position/Occupation..... Licence No.....
Residential Address..... Owned Buying Renting
..... Postcode

Spouse's Full Name:

3. Name in Full Date of Birth.....
Position/Occupation..... Licence No.....
Residential Address..... Owned Buying Renting
..... Postcode

Spouse's Full Name:

Bank Branch Account No

Name/Title of Account..... Contact Name..... Tel No. []

Accountant/Auditor Telephone Number ()

Trade References (Major Suppliers – Please e list three IT Equipment Suppliers)

- 1 Telephone No.(.....) Account No.....
- 2 Telephone No.(.....) Account No.....
- 3 Telephone No.(.....) Account No.....

Anticipated Monthly Purchases

Please attach your most recent Profit and Loss and Balance Sheet and send a copy to our Credit Manager at our postal address or by fax on 02 8877 0702.If faxed, originals must follow by mail.

Does the Reseller Partner trade as a Trading Trust?

- YES
- NO

Please specify type of Trust:

- Discretionary
- Unit

If yes, please provide a copy of the Trust Deed.

At any time has any Proprietor, Director, or Manager of the Reseller Partner been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?

- YES
- NO

If Yes, please give details

The Reseller Partner acknowledges that he/she/it has received a copy of the Avnet Terms and Conditions of Sale prior to his/her signing this application and further agrees that in signing this Application to receive invoices via an e-mail attachment.

The person(s) signing this Application hereby warrants that he/she has read and fully understands the nature and effect of the Avnet Terms and Conditions of Saleand:-

- a) He/She/They have authority to sign on behalf of and to bind the Reseller Partner;
 - b) The information provided is true and correct in every detail;
 - c) He/She/It agree(s) to provide such updated and regular financial and trading information as Avnet may reasonably require from time to time;
 - d) He/She/It irrevocably grant permission to Avnet before, during or after the provision of credit to give and receive information about the Reseller Partner to and from any Credit Reporting Agency, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the Privacy Act, 1988 or otherwise.
- This information may concern the Reseller Partner's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Reseller Partner and its business and may be used to assess or review at any time this application or to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Privacy Act, 1988 or otherwise.
- e) He/She/It hereby indemnifies) Avnet in respect of any claims or actions arising out of the obtaining or providing of information concerning the Reseller Partner.

Avnet is committed to your privacy. Our policy on the handling of personal information is to comply with the National Privacy Principles for the fair handling of personal information as set out in the Privacy Act, 1988. In accordance with those principles and Avnet's Privacy Policy, persons will be given access to their personal information on request. We use the types of personal information collected including considering and assessing applications for employment, enabling us to supply you with our products and/or services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, ensuring our risk in collecting debts. This information may be disclosed to our related or associated companies, parties related to your employment (e.g. relatives and others as set out in our Privacy Policy) contractors, other credit providers whether or not your account is overdue and, if necessary, our Risk Insurers, debt collectors and Credit Reporting Agencies. If all or part of the information requested is not provided we may not be able to consider any application made by you or to supply you with our goods and/or services and we may not be able to process your Application for Commercial Credit. If you have any questions or concerns about our Privacy Policy, please direct your requests to the Privacy Officer at our Head Office address at Unit F1, Enterprise Park, 22-24 College Street, Gladesville, NSW 2111.

Signed on behalf of the Reseller Partner by Directors Partners Sole Trader

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

X Signature Print Name and Title

Date: / / Signature Print Name and Title

X Signature Print Name and Title

Date: / / Signature Print Name and Title

OFFICE USE ONLY

Business Manager's Comments
General Comments:

Business Manager's Signature: _____

Credit Manager's Signature: _____ Date: _____

Account Recommended: Yes No Facility \$ _____ Terms: _____ Days: _____



TERMS AND CONDITIONS OF SALE

These are the entire Terms and Conditions of Sale of all products, merchandise and services ("the Products") supplied by **AVNET PACIFIC PTY LTD (ACN 003 085 050) (ABN 18 003 085 050)** and its associated and subsidiary and parent companies and successors and assigns (all of which are referred to hereafter as "**Annet**") to any person, firm or company placing an order with Avnet for the purchase of any Products ("the Reseller Partner"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of AVNET and the Reseller Partner, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Reseller Partner.

1. Structure

- a. These value-added reseller terms set out the terms and conditions that govern the relationship between AVNET and the Reseller Partner. Some Products or programs may require additional and/or unique terms, which are set out in attachments, exhibits, statements of work, and other various documents (collectively "Other Documents").
- b. Third party terms and conditions, such as a Manufacturer Reseller Authorisation, if any, warranty or shrink wrapped software license, or any third parties who perform services ("Service Provider"), statements of work or terms and conditions, govern the relationship between the third party and the Reseller Partner for product or service (collectively "Third Party Terms").

2. Reseller Partner's Obligations Required by the Manufacturer

- a. If required by the Products manufacturer or the Services Provider, Reseller Partner warrants it has obtained and is in compliance with any terms and conditions required by the Products manufacturer or Service Provider in order to authorise the Reseller Partner to purchase the Products from AVNET for the Reseller Partner's marketing, marketing support and internal use ("Manufacturer Reseller Authorisation.")
- b. The Reseller Partner shall keep accurate records for five (5) years, or for a longer period if required in accordance with the applicable Manufacturer Reseller Authorisation.
- c. The Reseller Partner shall permit audit of its records related to these Terms and Conditions of Sale and the underlying transactions. AVNET may periodically review compliance with these Reseller Partner Terms and, shall give the Reseller Partner reasonable notice of a compliance review to occur during normal business hours.
- d. Unless otherwise required by the terms and conditions governing AVNET'S relationship with the applicable manufacturer ("Manufacturer Distributor Authorisation") or Manufacturer Reseller Authorisation, all rights to any accrued promotional allowances, funds and promotional services will automatically cease upon termination of these Terms and Conditions of Sale or on notification from AVNET.

- e. The Reseller Partner agrees to refund to AVNET the amount of all (1) discounts, fees, rebates, allowances, audit and other compliance verification procedure expenses, and (2) promotional and marketing funds provided that AVNET reimburses the manufacturer pursuant to the Manufacturer Distributor Authorisation as a result of the Reseller Partner's Non-performance of the Manufacturer Reseller Authorisation or those obligations AVNET may be required by the Manufacturer Distributor Authorisation to have the Reseller Partner perform. AVNET may also recover such refund by offsetting any amounts due to Reseller Partner from AVNET.
- f. Reseller Partner has no authority and agrees not to assume or create any obligations on AVNET's behalf, including but not limited to commitments with respect to quantities, deliveries, modifications, performance capacity of the Products, interfacing, capability, suitability of software, or suitability in specific applications. Reseller Partner will indemnify AVNET from liability for any such obligations assumed or created by Reseller Partner.
- g. The Reseller Partner shall not make or authorise disclosure of the terms, conditions and pricing of this Agreement and AVNET'S business policies, programs and practices to third parties without the prior written consent of AVNET.
- h. The Reseller Partner shall comply with manufacturer's value added requirements and quoting guidelines for marketing and quoting of the Products.
3. **Security Interest**
 - a. The Reseller Partner agrees that AVNET, prior to accepting an order, may require the Reseller Partner to arrange to grant
AVNET security as required to secure payment for the order or other credit accommodation as a condition of accepting an order.
 - b. AVNET and The Reseller Partner hereby acknowledge that the *Personal Property Securities Act 2009* ("PPS Act") applies to all transactions pursuant to the Terms and Conditions of Sale or otherwise.
 - c. The Reseller Partner hereby acknowledges that it will grant a security interest in all present and after acquired goods as security for all monies now and in the future owing by the Reseller Partner.
 - d. The Reseller Partner hereby agrees to do all such things and sign all such documents as are necessary and reasonably required to enable AVNET to acquire a perfected security interest in all goods supplied.

- e. The Reseller Partner hereby agrees to provide such information as is required to enable registration of a Personal Money Security Interest ("PMSI") under the PPS Act.

- f. The Reseller Partner hereby acknowledges that a PMSI is granted in priority to all other Creditors by the Reseller Partner in favour of AVNET, and in all goods that are supplied from time to time as security for the Reseller Partner's obligations to AVNET.

- g. The Reseller Partner hereby acknowledges that it will indemnify AVNET for any liability for any costs of registration, maintenance, enforcement or discharge or security interest and such other costs and expenses as AVNET may incur.

- h. The Reseller Partner hereby agrees that it will not, without notice, change its name or initiate any change to any registered documentation, or act in any manner which would impact on the registered security interest of AVNET.

- i. The Reseller Partner hereby agrees to waive or exclude such Sections of the PPS Act as AVNET may require, subject to those Sections being capable of exclusion.

- j. AVNET hereby reserves the right at any time in its sole discretion to make such amendments, alterations and additions to Clause 3 as it may in its sole discretion determine.

4. Limitation of Liability

- a. Except for the remedies provided hereunder with respect to warranties provided by AVNET, the Reseller Partner agrees that it will look solely to the manufacturers of the Products, or to the Service Provider, for relief in respect of any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorney's fees) resulting from any claim by the Reseller Partner or any third party (including the Reseller Partner's employees) arising out of or related in any way to the Products or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Reseller Partner shall defend, indemnify and hold AVNET harmless from and against all such actual or contingent Liabilities, the intent being that AVNET will have no liability whatsoever.

- b. AVNET shall not under any circumstances be liable for any business interruption costs, removal and/or reinstatement costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers or for any indirect, special, incidental or consequential damages or any punitive damages of any kind or nature, even if AVNET had been advised of the possibility of such damages. In no event shall the Reseller Partner's recovery from AVNET for any claim exceed the charges for the services rendered, or the purchase price of any Products acquired, pursuant hereto, that are the subject of the claim whether such claim is brought in contract, warranty, tort or otherwise. The Reseller Partner will indemnify, defend and hold AVNET harmless from any claims based on: (i) AVNET's compliance with the Reseller Partner's designs, specifications, or instructions, (ii) modification of any Products by anyone other than AVNET, or (iii) use in combination with other Products.

5. AVNET'S Limited Warranty.

- a. Subject to payment being received for the Products, AVNET will transfer to the Reseller Partner any Product warranties and indemnities authorised by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Value-added work performed by AVNET on the Products will conform to the Reseller Partner's specifications. AVNET makes no other warranty, express or implied. AVNET makes no warranty of merchantability, fitness for purpose or non-infringement. If value-added work or services performed by AVNET do not meet the Reseller Partner's specifications or if AVNET is otherwise in breach of any statutory or implied warranty or condition then, at AVNET's choice, the Products will be (1) repaired, (2) replaced at no cost to the Reseller Partner, or (3) AVNET may refund Reseller Partner's purchase price or (4) AVNET will pay for the costs of having the products repaired or replaced or (5) the services will be supplied again. The Products must be returned to AVNET, along with acceptable proof of purchase, within 30 days from date of delivery, freight charges prepaid.

Signed by Authorised Officer Date / /

6. **Intellectual Property**
If an Order includes software or other intellectual property, such software or other intellectual property is provided by AVNET to the Reseller Partner subject to all legal restrictions, including any user license, the terms of which are set forth in the license agreement accompanying such software. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted in writing. Unless otherwise expressly provided herein, AVNET is not the licensor and the Reseller Partner acquires the license directly from the manufacturer or the manufacturer's authorised licensor. The Reseller Partner acknowledges that the Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.
7. **Orders**
No quotation by AVNET shall constitute an offer, and all Orders are subject to acceptance by AVNET. AVNET reserves the right to allocate the sale of the Products among its Reseller Partners. Orders for special, custom, value-added products and Products specifically identified by AVNET as nonstandard are non-cancelable and non-returnable ("NCRN"). Orders for standard Products may not be cancelled or rescheduled without AVNET's consent, which shall not be unreasonably withheld. AVNET may terminate any Order for default for which Reseller Partner refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within ten (10) days after notice from AVNET that payment is past due.
b. AVNET may terminate any Order without notice if the Reseller Partner is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.
c. AVNET may terminate any Order where Reseller Partner is in material breach of the Terms and Conditions of Sale.
8. **Prices**
AVNET's quoted prices apply for 30 days or as otherwise stated in its quote. Prices may increase in the event of an increase in AVNET's costs or other circumstances beyond AVNET's reasonable control. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Any additional fees and taxes are the responsibility of the Reseller Partner. If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive. Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. The terms "GST", "Taxable Supply", "Consideration" and "Input Tax Credit" have the meaning given to each of the said terms in the "A New Tax System (Goods and Services Tax) Act 1999 (Cth).
9. **Terms of Payment**
a. Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date. On any past due invoice, AVNET may charge interest from the payment due date to the date of payment (at the annual percentage rate charged by AVNET's principal Australian bankers for overdraft facilities above \$100,000 plus 2%), plus reasonable legal fees on a solicitor / client basis and collection costs. The Reseller Partner acknowledges that such interest and other costs is not a penalty, and is a true measure of damages. Payments received from the Reseller Partner shall be credited first against any interest charges and all such fees and charges shall be payable on demand.
b. The granting of credit to a Customer shall be at the absolute discretion of AVNET and unless otherwise demanded by AVNET the Customer shall make payment of all amounts payable within thirty (30) days after the date of invoice, unless otherwise agreed in writing with Avnet. Payments may be applied to any of the Reseller Partner's accounts by AVNET in its discretion.
c. Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made.
10. **Delivery**
a. The Customer shall be responsible for the cost of any delivery made by AVNET. If AVNET is requested to arrange for delivery of products beyond the store, the Customer shall pay the delivery charges stipulated by AVNET from time to time. AVNET shall in all cases be entitled to choose the method of transport.
b. Any date or time quoted for delivery is an estimate only and AVNET shall endeavour to effect delivery at the time or times required by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery on the Customer or render AVNET liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
c. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or any strike, lockout, unavailability of materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any laws, regulations, governments or agencies thereof and any other cause beyond the control of AVNET or any other cause whatsoever.
11. **Property and Risk**
a. The risk of loss or damage to the Products will pass to the Reseller Partner on delivery to the carrier and Reseller Partner will insure the Product until sold by the Reseller Partner.
b. Property in and ownership of the Product (excluding software) will not pass from AVNET to the Reseller Partner until the Reseller Partner has paid for the Product in full and has discharged any and all indebtedness to AVNET on any Account whatsoever, including all applicable GST and other taxes, levies and duties. Title to software is not transferred at any time.
c. Until Property passes to the Reseller Partner:
(1) The Reseller Partner will hold the Product as fiduciary and bailee for AVNET;
(2) The Product must be stored separately and in a manner to enable it to be identified and cross referenced to particular invoices;
(3) AVNET, its employees or agents, are entitled to enter the Reseller Partner's premises between 9:00am and 5:00pm on any business day to inspect the Product;
(4) Unless otherwise notified in writing by AVNET and subject to clause g, the Reseller Partner is authorised to sell the Product in the ordinary course of the Reseller Partner's business;
(5) The proceeds of Products sold by the Reseller Partner are to be held in trust for AVNET;
d. If payment is not made by the Reseller Partner to AVNET on the due date, the Reseller Partner must deliver the Product to Avnet on demand. If the Reseller Partner does not comply with such demand, Avnet, its employees or agents are entitled:
(i) To enter the premises at any time to do all things necessary in order to take possession of the Product, and the Reseller Partner:
A. must procure the consent of all persons having an interest in the premises where the Product is situated to entry into the premises by AVNET, its employees or agents; and
B. indemnifies AVNET against any claim, loss, liability, cost and expense that may be incurred or sustained by AVNET, its employees or agents as a result of entry into those premises where the Products are situated;
(ii) With or without taking possession of the Product sell it as AVNET sees fit; and
(iii) The Reseller Partner must pay to AVNET the costs and expenses incurred by AVNET of any legal advisers on a solicitor / client basis, mercantile agents and other agents acting on AVNET's behalf in respect of the enforcement of these terms and conditions, or recovery or attempted recovery of either the money owing by the Reseller Partner to AVNET or possession of the Product.
e. Until property passes to the Reseller Partner, the Product is not to be affixed to any of its premises and the Reseller Partner must ensure that the Product may be removed from those premises without causing damage of any kind to the premises.
f. The Reseller Partner's right to hold and sell the Product will immediately cease if an administrator or a controller within the meaning of section 9 of the Corporations Act or similar officer is appointed to all or any assets or undertaking of the Reseller Partner or an order is made or resolution passed for the winding up of the Reseller Partner or the Reseller Partner is deregistered or if AVNET believes at its own discretion and without having to provide any reason that its interests are or are likely to be in any way imperilled by an act or omission on the part of the Reseller Partner or any of its servants or agents or any one or more of its creditors. In any such case, and without the need for notice or demand by AVNET, the Reseller Partner acknowledges any subsequent sale or purported sale of the Product will not be in the ordinary course of the Reseller Partner's business and the proceeds of any Product sold in such circumstances will be held on trust for AVNET by the administrator, controller, liquidator or similar officer as the case may be, or if there is no such officer by the Reseller Partner.
g. Product invoiced to the Reseller Partner and held by AVNET for any reason shall be held at the Reseller Partner's risk and expense.

Signed by Authorised Officer Date / /

h. This section 11 is not intended to create a charge and shall be read down to the extent necessary to avoid creating a charge.

12. Product Returns

The Reseller Partner must notify AVNET in writing of any damage, shortage, or other discrepancy to Products within three (3) days after delivery. After the 3rd day the Reseller Partner is deemed to have accepted the Products and may not revoke acceptance. Products cannot be returned without a return material authorisation ("RMA") number. Returned Products must be in original manufacturer's shipping cartons or equivalent. All Products must be returned, freight prepaid, as specified in the RMA. Products not eligible for return will be returned to Reseller Partner freight collect, or at AVNET's option, held for the Reseller Partner's account at the Reseller Partner's expense.

13. Force Majeure

AVNET shall not be liable for any failure or delay in supply or delivery of the goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of AVNET including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, civil commotions or accidents of any kind.

14. Use of Products

Products are not authorised for use in nuclear, critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If the Reseller Partner uses or sells the Products for use in any such applications, the Reseller Partner acknowledges that such use or sale is at the Reseller Partner's sole risk. The Reseller Partner agrees to indemnify, defend and hold AVNET and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

15. Export/Import

Certain products sold by Avnet and other related technology and documentation are subject to export control laws, regulations and orders of the United States, the European Union, and/or other countries ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, permit, or authorization required to transfer, sell, export, re-export or import the Products and related technology and documentation. Customer will not export or re-export any Products to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the U.S. Department of Treasury or Commerce. Customer will not use the Products in relation to nuclear, biological or chemical weapons or missile systems or the development of any weapons of mass destruction

16. Termination

If the Reseller Partner fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy, or being a corporation passes a resolution for winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or administration or enters into any composition or arrangement with creditors or if a receiver or manager or administrator or controller is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator or administrator is appointed, or if AVNET believes at its own discretion and without having to provide any reason that its interests are or are likely to be in any way imperilled by an act or omission on the part of the Reseller Partner or any of its servants or agents or any one or more of its creditors, AVNET may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately recover possession of any goods not paid for in accordance with the Terms and Conditions of Sale.

17. Privacy

The Reseller Partner must:

- a. comply with
 - (1) the Privacy Act 1988 (Cth) ("Privacy Act") and any guidelines issued by the Commissioner;
 - (2) any privacy policy or approved privacy code which has been adopted by AVNET;
 - (3) any direction of AVNET regarding how to comply with any such legislation, privacy policy or code;

b.

has access to under these Terms and Conditions of Sale; cooperate with AVNET in the resolution of any complaint alleging a breach of the Privacy Act, a privacy policy or an approved privacy code;

c.

obtain Consent from the Reseller Partner's end user customer (and any other permitted user) to allow AVNET to collect, disclose and store any Personal Information (including credit related information received from the Reseller Partner) for the performance of this Agreement and otherwise satisfy AVNET's obligations under the Privacy Act;

d.

- notify AVNET promptly if:
- (i) Consent is not obtained; and
 - (ii) there are any changes to the Reseller Partner's information collection, handling or consent proceedings.
- The terms "Personal Information, has the meaning given to it in the Privacy Act;" "Consent" means a user's consent to Reseller Partner:
- (a) collecting, using or disclosing Personal Information about them;

(b) providing their Personal Information to third parties including AVNET.

(c) and transferring their Personal Information outside Australia for the purposes of processing it.

18. Advertising and Passing Off

Neither party shall use the name, trademarks, trade names or logos of the other without the other's prior written consent.

19. Notices

Any notice required or permitted to be sent to either party or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally, faxed with a confirmation document, delivered by overnight courier or mailed postage prepaid by registered or certified mail, return receipt requested, to the registered corporate address of such party or such other address which the parties may designate in writing. Notices to AVNET must be sent to Unit F-1 Enterprise Park 22-24 College Street Gladesville with a copy to Avnet Inc Legal Department 2211 South 47th Street Phoenix Arizona 85034.

20. Electronic Communications

In addition to delivery in person, via post and via facsimile, the Reseller Partner agrees to have invoices sent via email.

The Reseller Partner agrees that email communications from AVNET to the Reseller Partner constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2000 (NSW).

The Reseller Partner agrees that in agreeing to receive invoices via email, and the service of notices under the NSW Act 1999 or any like or similar legislation that may be applicable in the State or Territory where the goods were delivered to the customer via email, the Reseller Partner is in both instances designating "an information system for the purpose of receiving electronic communications" within the meaning of the Electronic Transactions Act 2000 (NSW).

The Reseller Partner agrees that evidence of the "dispatch" (within the meaning of the Electronic Transactions Act 2000 (NSW) by AVNET of an email is also prima facie evidence of the "receipt" of the email by the Reseller Partner within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.

21. Statement of Debt

A certificate signed by a Director, Secretary, Financial Controller or Credit Manager of AVNET shall be prima facie evidence of the amount of indebtedness of the Reseller Partner to AVNET at that time.

22. Governing Law

The Reseller Partner agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as AVNET may in its sole discretion determine. Proceedings by either AVNET or the Reseller Partner may be instituted and/or continued in such State or Territory as AVNET may in its sole discretion determine. Failing such determination the Reseller Partner consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws that State. The United Nations Convention on Contracts for the International Sale of Goods shall not apply and all the rights and obligations of both parties are valid only in Australia.

23. General

Reseller Partner may not assign any of its rights and obligations under the Terms and Conditions of Sale without the prior written consent of AVNET. The Terms and Conditions of Sale are binding on successors and assigns. AVNET and Reseller Partner are independent contractors and agree that the Terms and Conditions of Sale do not establish a joint venture or Reseller Partnership. The term "Partner" is not to be construed in its traditional legal sense, and is used as a descriptive term only.

The Reseller Partner agrees and acknowledges that statements or advice (technical or otherwise) if given without change, are an accommodation only to Reseller Partner and AVNET has no responsibility or liability for the content or use of such statements or advice.

AVNET's failure to object to any document, communication, or act of Reseller Partner will not be deemed a waiver of any of the Terms and Conditions of Sale.

AVNET may at any time, and from time to time after these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply from the date of alteration. A copy of current Terms and Conditions of Sale can be found on AVNET's website, www.avnetonline.com.au. The Reseller Partner acknowledges and warrants that he/she/it will regularly inspect the said website for any updated or altered Terms and Conditions and that there is no duty or obligation whatsoever on AVNET to inform or advise the Reseller-Partner of any such altered Terms and Conditions.

Signed by Authorised Officer Date / /