



**HALLMARK COMPUTER PTY LTD**

**ACN : 139 048 365**

Street Address: 3/60 McMinn Street, Darwin NT 0800

Postal Address: GPO Box 3924, Darwin NT 0801

Ph: (08) 8981 9111

Web: www.hallmark.com.au

**DEALER  
APPLICATION  
FORM-1**

**A. COMPANY/BUSINESS DETAILS (PLEASE ATTACH COPY OF THE ACN OR BRN CERTIFICATE)**

Company/Business Name : \_\_\_\_\_

ACN : \_\_\_\_\_

Business Structure :  Pty Ltd Company  Public Company  Partnership  Sole Trader

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

ABN : \_\_\_\_\_

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

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

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

Principal business premises :  Shop  Office  Warehouse  Home Office

Years at premises : \_\_\_\_\_

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

Tel No / Fax No : (P) \_\_\_\_\_ / (F) \_\_\_\_\_

Director / Proprietor / Partner:

1. \_\_\_\_\_  
(Name) (Title) (Email Address)

2. \_\_\_\_\_  
(Name) (Title) (Email Address)

**B. CONTACT DETAILS**

Principal Person : \_\_\_\_\_ Email : \_\_\_\_\_

Accounts Person : \_\_\_\_\_ Email : \_\_\_\_\_

Sales Person : \_\_\_\_\_ Email : \_\_\_\_\_



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### C. BUSINESS NATURE

Description of Business : \_\_\_\_\_ Date Trading Commenced : \_\_\_\_\_  
Annual Turnover : \_\_\_\_\_ No. of employees : \_\_\_\_\_  
Geographical Area Covered : \_\_\_\_\_  
Principal Products Interested : \_\_\_\_\_

### D. TRADE REFERENCES (ALL APPLICANTS)

Name & Address of Company : \_\_\_\_\_  
Tel No / Fax No : (P) \_\_\_\_\_ / (F) \_\_\_\_\_  
Contact Person : \_\_\_\_\_ Trading History (Yrs) : \_\_\_\_\_  
Credit Limit Provided \$ : \_\_\_\_\_ Credit Terms : \_\_\_\_\_  
Trade Volume / Month \$ : \_\_\_\_\_

Name & Address of Company : \_\_\_\_\_  
Tel No / Fax No : (P) \_\_\_\_\_ / (F) \_\_\_\_\_  
Contact Person : \_\_\_\_\_ Trading History (Yrs) : \_\_\_\_\_  
Credit Limit Provided \$ : \_\_\_\_\_ Credit Terms : \_\_\_\_\_  
Trade Volume / Month \$ : \_\_\_\_\_

Name & Address of Company : \_\_\_\_\_  
Tel No / Fax No : (P) \_\_\_\_\_ / (F) \_\_\_\_\_  
Contact Person : \_\_\_\_\_ Trading History (Yrs) : \_\_\_\_\_  
Credit Limit Provided \$ : \_\_\_\_\_ Credit Terms : \_\_\_\_\_  
Trade Volume / Month \$ : \_\_\_\_\_



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APPLICATION  
FORM-1**

**E. GENERAL QUESTIONNAIRE**

**How did you learn about Hallmark Computer?**

- Trade Shows
- Internet
- Newspaper
- Catalogue
- Word of Mouth (Recommended by) : \_\_\_\_\_

**F. DECLARATION**

I/We hereby apply to be a reseller for Hallmark Computer Pty Ltd. The information provided in this application is accurate to the best of my knowledge. All Terms and Conditions of Trade (as set on Dealer Application Form-2) herein are fully understood and agreed. I/We the undersigned hereby acknowledge and agree to comply with Hallmark Computer Pty Ltd's Terms and Conditions of Trade and to advise Hallmark Computer Pty Ltd of any change in the ownership or address immediately and further I/we have the authority from the company to complete this application.

Full Name of Director / Proprietor : \_\_\_\_\_

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

Date of Birth : \_\_\_\_\_ Drivers License No : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Full Name of Director / Proprietor : \_\_\_\_\_

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

Date of Birth : \_\_\_\_\_ Drivers License No : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

**INTERNAL OFFICE USE ONLY**

Sales representative requesting application review : \_\_\_\_\_

**Approval:**

This application must be approved and signed by the **Managing Director** and **Accountant** before the potential customer can be loaded into the system.

Signature : \_\_\_\_\_ Signature : \_\_\_\_\_

Date : \_\_\_\_\_ Date : \_\_\_\_\_



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## DEALER APPLICATION FORM-2

### TERMS AND CONDITIONS OF TRADE (ALL APPLICANTS TO SIGN)

#### **DEFINITIONS:**

Hallmark Computer Pty Ltd ("Hallmark") as supplier and seller of computer components and peripherals and the manufacturer of computer systems, provides credit terms, goods and warranties according to the conditions as described below.

#### **PRICING POLICY:**

All prices quoted are ex GST and ex warehouse. Prices are subject to change without prior notice. Omissions and errors on pricing are excepted. 10% GST applies to all purchases.

#### **PAYMENT:**

All payments are strictly cash or bank cheque unless your application for company cheque/credit account has been previously approved. All charges incurred as a result of dishonored cheques are the responsibility of the customer. Hallmark reserves the right to charge a \$35 ex GST documentation fee. Should a cheque be dishonored, the customer guarantees full payment upon notification by Hallmark that such monies are due and payable. Purchases are to be made by cash, EFTPOS, credit card, bank cheque or direct deposit (see bottom of page for bank account details). Third party cheques are not accepted unless prior arrangements have been made with Hallmark.

#### **CREDIT ACCOUNTS:**

All credit accounts are strictly according to the agreed terms from the date of statement. Invoices will normally accompany goods. Should credit facilities become overdue or be exceeded, all such facilities shall be immediately suspended and trading will revert to COD. In the event of any part of a credit facility becoming overdue, the whole of all outstanding on the account shall become due and payable immediately, irrespective of any agreement made in respect of individual items within the total account. Credit facilities may be withdrawn or varied by Hallmark at any time at its absolute discretion.

#### **RESERVATION OF TITLE:**

It is expressly agreed and declared that the title of the subject goods/product shall not pass to the purchaser until payment in full of the purchase price. The purchaser shall in the meantime take custody of the goods/products and retain them as the fiduciary and bailee of Hallmark. Any right to bind Hallmark to any liability to any third party by contract or otherwise is however expressly negated. Hallmark is to have power to appropriate payments to such goods and accounts as it thinks fit notwithstanding any appropriation by the purchaser to the contrary. Such part shall be deemed to equal in dollar terms the amount owing by the purchaser to Hallmark at the time of the receipt of such proceeds.

#### **DELIVERY:**

Subject to stock availability and in accordance with the payment conditions outlined above, component orders in the metropolitan area shall be dispatched free of charge for orders over the value of \$300 ex GST the following working day after receipt of the purchase order. Delivery of orders that total below \$300 ex GST will attract a \$10 ex GST delivery fee upto 30km from Darwin. Subject to stock availability and in accordance with the payment conditions as outlined above, system orders will be dispatched free of charge in the Darwin metropolitan area three (3) working days after receipt of the purchase order. Notification of courier pickup deadline must be received a minimum of three (3) working hours prior to pickup. All freight costs will be borne by the purchaser. These costs may also include insurance, import and export duties and any other fees or charges imposed by government agencies or officials. The purchaser shall be responsible for the transit goods from the time they leave Hallmark storage. Hallmark will not be responsible or liable for any loss or damage or non-receipt of goods after the goods leave the Hallmark Warehouse using third party delivery.

#### **TWO-YEAR LIMITED RETURN TO BASE (RTB) SYSTEM WARRANTY:**

Hallmark warrants that the hardware (but not the software) included in the purchased system will be free from defects in materials and workmanship for two (2)

years from the date of invoice. Hallmark is not responsible for warranty on any software program loaded. Third-party hardware ("Peripherals") external to the System (including: printers, scanners, monitors, network devices etc) are covered by their respective manufacturer's warranties, not by Hallmark.

#### **COMPONENT WARRANTY:**

Unless specified otherwise, warranty on all components is one (1) year parts and labour return to base. Components purchased on clearance sales are subject to reduced warranty conditions. No such items will be processed for warranty without a copy of the invoice.

#### **PERIPHERAL WARRANTY:**

Peripherals including printers, scanners, monitors, third party notebook computers, network devices, UPS, etc. are covered by their respective manufacturer's warranties, not by Hallmark. All warranty repairs shall be carried out by the respective authorised service agents in the Northern Territory. Please refer to the manufacturer's website for details.

#### **THIRD PARTY WARRANTY:**

Third party warranty services such as United Electrical Engineering Onsite Warranty, ASUSTek Extended Warranty etc. services are provided by third party service providers while Hallmark is a reseller of these services and doesn't or imply to warranty or guarantee these services.

#### **RETURN POLICY AND PROCEDURES:**

Non-defective goods may be returned for credit within seven (7) days of invoice, except for some goods which are sold on a non-return basis. Goods must be in a resalable condition and be returned in their original packaging and accompanied by a copy of the original invoice. A credit for the original invoice value less \$15ex GST or 15% (whichever is higher) restocking fee will be issued against your account. No returns of non-defective goods are accepted after seven (7) days from invoice. Defective component(s) or System(s) within their respective warranties may be returned to Hallmark subject to the conditions outlined below:

1. Prior to returning parts or Systems to Hallmark for warranty service, you must request a Return Authorisation (RA) Form obtainable from our website or office. This form together with a copy of the original invoice must accompany returned goods. All items should have a meaningful fault description eg. 'DVD won't spin' and not just 'faulty DVD'
2. If you are shipping a System or a hard drive or other device containing data, you are responsible for backing up such data prior to shipment. Hallmark will not be responsible for data lost during the course of shipment, testing, repair or replacement.
3. All costs of returning defective parts or Systems to Hallmark, including insurance, must be paid by the purchaser. The costs may include insurance, import and export duties, and any other fees or charges imposed by government agencies or officials.
4. If Hallmark determines that failure of the part (s) or System (s) was not a result of a defect in materials or workmanship, Hallmark reserves the right to charge you for parts and labour at Hallmark's then current labour rate. A minimum charge of \$35 ex GST will apply to items returned for warranty and no fault is found. Hallmark will advise you prior to assessing these charges.
5. No replacement will be sent out before faulty goods are received and tested.
6. Warranty is void if goods are damaged in any way or warranty label has been tampered with.
7. Accessories that could possibly attribute to the fault of the item should also be provided. Hallmark will not be liable for any damage/loss of additional parts/components that are not listed in the 'items returned with' section of the RA Form.
8. All warranty issues from an end-users perspective should be handled by the Hallmark Resellers. Under no circumstances is the end-user to contact Hallmark directly. All such enquiries will be directed back to the Hallmark reseller, the product was purchased from.

Hallmark reserves the right to issue credit for goods that are special order items at their discretion. These special

order items will not be credited. Hallmark's decision will be final value on these special order item credits. All goods returned for credit will be tested & checked for original packing before credit is issued.

#### **TERMS OF LIMITED WARRANTIES:**

Limited warranties become effective on the date of shipment from Hallmark, are granted to the initial end-user only and are non-transferable. Removal of hardware from a System and use of such hardware in a different System or configuration voids all applicable limited warranties. Any claims under these warranties must be made before the end of the applicable warranty period. During such period, if Hallmark determines that a part of the System is defective in material or workmanship, Hallmark, at its discretion, will provide you with a repaired part or System or replace any part of the System that is covered by the applicable warranty. Hallmark reserves the right to substitute functionally equivalent new or serviceable reconditioned parts and Systems. If the hardware is part of a kit, only the faulty component will be replaced, not the full kit. Hallmark's responsibility is limited to repair or replacement, either of which may be selected by Hallmark at their sole discretion. Limited Warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, unusual temperatures or humidity, improper installation, or damage as determined by Hallmark to have been caused by the customer, or repairs made by anyone other than Hallmark or a Hallmark approved qualified third-party service provider, or you, with the assistance of Hallmark technical support. Warranty does not extend to cover damage to other equipment used in conjunction with the goods purchased from Hallmark.

#### **LIMITATIONS OF LIMITED WARRANTIES:**

Hallmark make no warranty whatsoever with respect to software included in any System sold by Hallmark, and all software is sold 'as is' and 'with all faults'.

#### **DISCLAIMER AND INDEMNITY:**

ALL ITEMS ON THE PRICELIST ARE SUBJECT TO AVAILABILITY. HALLMARK WILL NOT BE HELD RESPONSIBLE FOR DELAYS CAUSED BY INTERSTATE AND OVERSEAS SUPPLIERS, WHERE WARRANTY REPAIRS ARE NOT BEING CARRIED OUT BY HALLMARK. HALLMARK MAKES NO WARRANTY IN RESPECT TO INFORMATION PROVIDED IN THIS DOCUMENT. IN NO EVENT SHALL HALLMARK BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS PROFITS OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER HALLMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES, EXCEPT AS SET FORTH HEREIN. HALLMARK MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIM AND NEGATE ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND CONFORMITY TO MODELS OR SAMPLES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

I, have read and understood the Hallmark Terms & Conditions of Trade and agree to abide by these terms and conditions of behalf of my business and or company I represent.

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
APPLICANT'S NAME

**Payment by Direct Deposit: Details**  
Account name: Hallmark Computer Pty Ltd  
BSB: 015901  
Account number: 5718-96605



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**DEALER  
APPLICATION  
FORM-3**

**GUARANTEE AND INDEMNITY**

**TO: Hallmark Computer Pty Ltd (ACN 139 048 365) ("Hallmark")**

In Consideration of Hallmark at the request of

- 1. Name \_\_\_\_\_ of residence \_\_\_\_\_
- 2. Name \_\_\_\_\_ of residence \_\_\_\_\_

As the guarantor ("Guarantor") agreeing to:

Supply or continue to supply goods or services to \_\_\_\_\_ ("Buyer"), or Provide credit to the Buyer, or Grant an indulgence outside Hallmark's agreed credit terms.

The Guarantor hereby:

- 1. Agrees to guarantee to Hallmark the due and punctual payment of all money presently owing or any money that may be owing in the future by the Buyer, in respect of the cost of goods or services supplied by Hallmark to the Buyer to Hallmark pursuant to Hallmark's Terms and Condition of Trade (collectively called "guaranteed money").
- 2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep Hallmark indemnified from and against all losses, costs, charges and expenses that Hallmark may suffer or incur in relation to the supply of goods or services to the Buyer.
- 3. Covenants, acknowledge and agrees as follows:
  - a. This guarantee is a continuing guarantee, and this indemnity is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way by any payment to Hallmark other than the payment of the whole of the guaranteed money.
  - b. As between the Guarantor and Hallmark, the Guarantor is liable as a principle and primary debtor for the payment of the guaranteed money.
  - c. This Deed is valid and enforceable against the guarantor and the liability of the Guarantor continues and may be enforced by Hallmark notwithstanding
    - i. That no steps or proceedings have been taken against the buyer
    - ii. Any indulgence or extension of time granted by Hallmark to the Buyer including additional 15% interest on the outstanding period.
    - iii. The death or bankruptcy or winding up of the Buyer
    - iv. That payment of the guaranteed money by the Buyer cannot be legally enforced against the Buyer
  - d. The Guarantor will not compete with Hallmark for any dividend or distribution in the event of the Buyer being declared bankrupt, going into liquidation, or entering any scheme of arrangement in respect of its affairs.
- 4. The Guarantor acknowledges having given its consent to Hallmark to obtain from a credit report agency a consumer credit report containing information about it for the purpose of Hallmark assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Buyer.
- 5. The term "Hallmark" includes its successors and assignees and the terms "Buyer" and "Guarantor" include their respective executor, administrator and successors.
- 6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligation are joint and several.
- 7. The Guarantor acknowledges that it has been advised to seek legal and financial advice prior to signing the Guarantee and Indemnity and doing so without any pressure.

Executed as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ 2009

Signed

Signed

By \_\_\_\_\_  
in presence of

By \_\_\_\_\_  
in presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



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**DEALER  
APPLICATION  
FORM-4**

**PRIVACY CONSENT AND ACKNOWLEDGEMENT**

Privacy Act. Acknowledgement that credit information may be given to a credit reporting agency, the buyer understands that section 18E (8) (c) of the Act allows Hallmark to give a credit reporting agency certain personal information about the buyer & or Guarantor hereby called "Buyer". The information which may be given to an agency is covered by section 18E (1) of the Act and includes: Particulars to identify the Buyer, The fact that the Buyer has applied for credit and the amount. The fact that Hallmark is a credit provider to the Buyer, Payments which become overdue more than 30 days, Advice that the payments are no longer overdue, cheques of \$100 or more drawn by the Buyer which a bank has dishonoured more than once. In specified circumstances, that in the opinion of Hallmark the Buyer has committed a serious credit infringement. That the credit provided to the Buyer by Hallmark is in doubt.

Authority for Hallmark to obtain certain credit information. To enable Hallmark to assess the Buyer application for commercial or personal credit, the Buyer authorizes Hallmark as follows: If asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer. This is in accordance with the 18E (8) (b) of the Act. If asked to provide personal credit, to use a credit report containing information about the Buyer's commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L (4) of the Act.

Authority to exchange information with other credit providers. In accordance with section 18N(1)(b) of the Act, the Buyer authorizes Hallmark to give to and receive from the credit providers named in a credit report issued by a credit reporting agency, information in Hallmark possession or the other credit provider's possession about the Buyer's credit worthiness, credit standing, credit history and credit capacity. The Buyer understands the information may be used to:

- a. Assess an application of credit by the Buyer
- b. Assist Hallmark in avoiding default on the Buyer's credit obligations
- c. Notify other credit providers of a default by the Buyer
- d. Assess Buyer's creditworthiness.

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

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

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

Position : \_\_\_\_\_

Position : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_