



Account Application

ACCOUNT APPLICATION PROCESS

All customers must complete an Account Application Form as shown on page 2 of this document. Prior to ordering Product from Reckon Ltd. An Applicant may initially trade on a cheque-with-order or credit-card-order basis until such time as a credit reference check has been completed and approved credit terms have been issued.

Confirmation of the opening of a credit account and approved credit terms will be formally issued by Reckon Ltd to the Applicant.

Please read carefully the Terms and Conditions of Sale set out on pages 3 and 4 of this document which will apply to all orders placed with Reckon Ltd.

Please attach a brief written business profile to your Account Application.

A valid application must be faxed or posted to Reckon Ltd duly completed and signed where indicated on pages 2 and 5 by an authorised officer of the Applicant

*Reckon Ltd ACN 003 348 730 ABN 14 003 348 730
Ground Floor, 35 Saunders Street, Pyrmont, NSW 2009 Australia.
Locked Bag 15 PO Broadway NSW 2007 Australia
Fax 02 9518 6258*



Account Application

APPLICANT DETAILS:

ABN No:	ACN No:
Full Business Name:	
Trading Name:	
Business Address:	
State:	Post Code:
Postal Address:	
State:	Post Code:
Delivery Address:	
State:	Post Code:
Phone:	Facsimile:
Date commenced trading:	
Estimated monthly purchase: \$	

COMPANY CONTACT DETAILS:

Contact in Accounts:	Phone:	Fax:
Contact in Sales:	Phone:	Fax:

DIRECTORS, PROPRIETORS OR PARTNERS DETAILS:

Name:	Position:
Address :	
Name:	Position:
Address :	
Name:	Position:
Address :	

BANK DETAILS:

Bank Name:	
Address:	
State:	Post Code:
Phone:	Facsimile:
Account No:	BSB No:

ACCOUNTANT'S DETAILS:

Name:	
Address:	
State:	Post Code:
Phone:	Facsimile:

TRADE REFERENCES:

1.	Phone:
	Facsimile:
2.	Phone:
	Facsimile:
3.	Phone:
	Facsimile:

I enclose a set of Company Accounts for the period ended / /

DECLARATION

I declare that all information provided in this document is true and correct. I/we authorise Reckon Ltd to make such enquiries as it considers appropriate for the purposes of establishing a credit account for trading purposes.

SIGNED:	DATED:
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PRINT NAME:	TITLE:
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RECKON LTD STANDARD TERMS AND CONDITIONS OF TRADING

1. DEFINITIONS

- 1.1. Reckon means Reckon Limited (ABN 14 003 348 730).
- 1.2. Saleable condition means "as new" and "complete" and without limiting the generality of that: the products outer packaging must not be damaged and must be free from rips and tears or evidence of crushing; all retail stickers, price tags and security tags must be removed (with the exception of promotional stickers applied by Reckon); all the components that make up the contents of the product (eg: manuals, support materials, CDs registration cards and the like) must be contained inside the packaging and the seals on all disks and CD's, if any, must be intact; and the software must not have been installed.
- 1.3. You means the re-seller, professional partner, accredited trainer, bookkeepers' club member, Quicken IT specialist or customer as indicated on the application form or invoice on the reverse hereof.

2. GENERAL

- 2.1. These terms and conditions govern your relationship with Reckon as re-seller, professional partner, accredited trainer, bookkeepers' club member, Quicken IT specialist or customer as the case may be. All products are sold or supplied on these terms and conditions.
- 2.2. Reckon is under no obligation to accept you as a re-seller, professional partner, accredited trainer, bookkeepers' club member, Quicken IT specialist or customer.

3. ORDERING

- 3.1. All orders for products must be presented on a valid purchase order, or by telephone or e-mail where approved by Reckon in writing, with a reference number if requested.

4. DELIVERY

- 4.1. Products shall be delivered to the address specified upon placement of the order as the address for delivery. Freight will be charged at Reckon's standard rates and shipped by our own courier. A standard freight charge applies to every order regardless of its size or geographical destination within Australia. Freight must be paid on all products shipped. You are responsible for freight costs unless otherwise agreed in writing with Reckon.
- 4.2. All delivery times indicated to you are estimates only. Reckon shall not be liable for any late delivery and will not be liable for any loss or damage or injury (direct or indirect) occasioned as a consequence of any late delivery. You must specify the delivery address on each purchase order, or by telephone where approved by Reckon in writing.

5. PAYMENT TERMS

Unless otherwise authorised in writing all products must be paid for in cash prior to shipment. Credit terms may be approved by Reckon in writing only. The period for payment on such credit terms may be stated on the invoice and payment in full is due within the times specified on the invoice. If at any time any amount on credit is overdue, the entire outstanding balance becomes immediately due and Reckon reserves the right to discontinue supply to you until such time as you are fully paid up. Reckon may at any time and without assigning any reason, terminate or suspend any right to purchase products on credit. All money owed by you shall become immediately due upon the commencement of any act or proceeding for your winding up or placement into any form of insolvency or administration, whether formal or informal. Reckon reserves the right to charge interest at the Commonwealth Bank Reference Rate plus 2% per annum on any money due but unpaid, calculated daily from the due date until payment is received by Reckon. Reckon also reserves the right to recover from you any costs associated with recovering overdue amounts, including collection agent fees and legal fees on a solicitor/own client basis.

6. PRICING

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Reckon reserves the right to amend the pricing of products and will provide you with prior written notice, which may include e-mail, at the address specified on the application form or as last specified by you in writing, of any amendments. All amounts charged to you will include GST where appropriate. Please note that keeping address details up to date is your responsibility.

7. RETENTION OF TITLE

Title in the products shall be retained by Reckon until the purchase price has been paid in full in cleared funds, without any set off, withholding, counter claim or deductions. Until such time as the price is so paid in full, Reckon may enter your premises (or the premises of any associated person where the products are located) without liability for trespass or any resulting damage and retake possession of the products. If the products are re-sold by you, the proceeds of such sale shall be held by you in a separate identifiable account as the beneficial property of Reckon and shall pay such amount to Reckon upon request. Notwithstanding the above Reckon shall be entitled to maintain an action to recover the purchase price from you. Risk in the products passes upon delivery to you.

8. SOFTWARE LICENSING

The terms and conditions relating to the licence of product comprising software are separately contained on or within the packages containing that software, and govern yours or any end users use of the software in question. Nothing in the sale or supply of any products to you is to be construed as conferring any rights whatsoever to any intellectual property in such software.

9. PRODUCT RETURNS

- 9.1. All products are sold on a sale or exchange basis. This means that products purchased cannot be exchanged for cash refunds, but only for other products or credit to your account, if you have one with Reckon, as set out in this clause 9 and clause 10. Goods or services purchased directly by end-users are sold on a firm sale basis only. This means that no exchanges or credits will be given.
- 9.2. Some third party products, for example software supplied by Microsoft Australia Pty Ltd, are only sold on a firm sale basis. This means that no exchanges or credits will be given.
- 9.3. In all cases, no product returns will be accepted unless authorised in writing by Reckon.
- 9.4. Reckon will only consider accepting returns if all the following conditions are met:
 - (a) the full price has been paid without any set-off, deduction, withholding, or counter-claim;
 - (b) you have placed a simultaneous order for products no less than the value of the products that you seek to return;
 - (c) the products to be returned are current stock and/or up to date versions of the products still being sold by Reckon and are in saleable condition;
 - (d) the products must be returned within 30 days (or such longer period as agreed) from date of delivery to you;
 - (e) if you sell products from more than one store, the value of products returned from any one store in any one month may not be more than 15% of the value of the order placed for the previous month for that store, in any order placed you must specify the store from which the products will be sold, if products are moved from that store they may not be returned.
- 9.5. If Reckon is under external control, for example: under receivership, administration, provisional liquidation, liquidation, products may not be returned.
- 9.6. In cases where Reckon is responsible for the replacement/return, eg: incorrect shipment of products or defective products, a replacement or credit will be issued (subject to your compliance with clause 9 and clause 10) and the products will be collected. Any products shown to be defective at the time of sale and not due to wear and tear, negligence, neglect or default on your part will be replaced without charge. You must notify Reckon promptly after delivery of any products that are regarded as defective. In any case where any defect is as a result of fault (deliberate or negligent) on your part, there will be no replacement and you will bear all costs associated with freight in respect of the products in question.
- 9.7. Products being exchanged for replacement with the new version/s for the purpose/s of resale (stock rotation) must be returned for replacement within the time frame advised by Reckon. Products must be in saleable condition upon return.

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9.8. Products will only be considered delivered once they are in the possession of Reckon and Reckon assumes no responsibility for loss in freight or in the post.

10. PROCESS FOR RETURNING PRODUCTS

10.1. Without limiting Reckon's discretion in clause 9, no returns will be considered unless you follow the required procedures that Reckon has in place from time to time:

- (a) requests for return authorisations must be made within 48 hours of delivery of products. Late requests for mis-shipments or discrepancies will not be considered, but other request will be considered if reasonable and all other provisions of clause 8 and clause 9 are complied with.
- (b) your request must be made by phone, fax or online facility (if available), depending on which method Reckon has required you must use;
- (c) provided you have complied with clause 9 and clause 10 you will be issued with a return authorisation number ("RA"). The issue of a RA does not guarantee a replacement or credit – it is only your authorisation to return the products;
- (d) the RA will only be valid for 14 days;
- (e) in all correspondence and on all packing for returned products, the RA must be prominently displayed, for example on the exterior of the packaging, a failure to do so will mean your return will be rejected;
- (f) you must deliver returned products within 14 days of receipt of the RA otherwise the RA lapses and you may no longer return the products;
- (g) Reckon shall not be liable for any freight charges unless agreed to in writing in advance;
- (h) in its discretion, Reckon will issue replacement products (as indicated on accompanying documentation) or credit your trading account, if any (excluding freight);
- (i) unless agreed otherwise in writing, any credit notes issued will only be set off against the invoices issued in respect of products ordered as a condition of accepting returns.

11. USE OF TRADEMARK AND NAME

Reckon reserves the right to set requirements for the use of any trademarks and logos for the purpose of promotion of affiliation. Quicken is a trademark and service mark of Intuit Inc., registered in the United States and other countries and used by Reckon under license. You agree not to infringe any Copyright in the form of information or services by copying, re-transmitting, or disseminating any Copyright material (except where it is expressly permitted by Reckon). This also applies to any trademark of Quicken or a third party associated with Reckon.

12. LIABILITY

12.1. To the fullest extent permitted by law (and except as specifically provided in these terms and conditions) all express and implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose or otherwise are expressly excluded and Reckon shall not be liable for any physical or financial injury, loss or damage or for consequential loss or damage arising out of the supply or operation of the Products or arising out of Reckon's negligence or in any other way whatsoever.

12.2. Reckon's liability for a breach of a condition or warranty which by law is incapable of exclusion is limited (but only to the extent permitted by law) at Reckon's option to:

- 12.2.1. Replacement of the Products or the supply of equivalent products; or
- 12.2.2. The cost of replacing the Products or acquiring equivalent products; and
- 12.2.3. In the case of services – to the supplying of the services again or the payment of the costs of having the services supplied again.

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13. WAIVER

Failure or neglect by Reckon to enforce any of these terms and conditions shall not be construed as a waiver of Reckon's rights nor affect Reckon's rights to take any subsequent action.

14. SEVERABILITY

If any provision in these terms and conditions is held to be invalid, unlawful or unenforceable, such provisions shall be severed from these terms and conditions without affecting the validity and enforceability of the remaining terms and conditions.

15. ENTIRE AGREEMENT

15.1. This document supersedes and replaces any arrangements, representations, understandings or agreements made or existing between you and Reckon and constitutes the entire agreement relating to the supply of the Products except as otherwise may be agreed in writing.

15.2. To the best of the knowledge and information of Reckon and its representatives, all facts, information and figures contained in this application and attachments are true and accurate at the time of printing. Reckon reserves the right to make any changes in information, membership entitlements and product inclusions, as it may deem necessary, without prior notice.

16. GOVERNING LAW

These terms and conditions shall be construed in accordance with the laws of New South Wales.

17. CONFIDENTIALITY

You agree to keep all pricing information provided to you confidential and not share or distribute it to clients or any other person or company.

SIGNED:	DATED:
PRINT NAME:	TITLE:

OFFICE USE ONLY

Customer Name	Account No:
	Account Opened :
Credit Limit: \$	Activation Date:
Payment Terms :	Sales Representative Code:
Authorised : Credit Controller	
Authorised : Financial Controller (if credit limit > \$5,000)	
Customer Notification Dispatched: Initials	Date :
Sales Department Notified : Initials:	Date :

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