

RESELLER APPLICATION FORM

PLEASE PRINT IN BLOCK LETTERS AND COMPLETE

Please fill-in all relevant details as requested below and ensure to initial every page on the bottom left corner. Only key applications are successful. Please scan & email to accounts department accounts@3DPrintingSystems.com

A. COMPANY DETAILS

Full Company Name: _____ Trading Name: _____

PO Box: 67 High Street _____ Street, Building: _____ State: _____

City: _____ Postcode: _____ Country: _____

Telephone: _____ Fax: _____

E-Mail: _____ Web Address: _____

B. TRADE LICENSE DETAILS

Company number/ ACN / ABN: _____

C. BUSINESS DETAILS

Facilities: _____ D Owned _____ D Leased _____ D Rented _____

Date Business started: _____

Details of branches (if any): _____

Do you have any other businesses (if yes please provide details): _____

What States do you currently service: _____

Indicate how many sales staff you have in each of the above States: _____

Which category best describes your primary business? (Tick only one)

- D Direct Marketer (catalogue or Internet) _____
- D System Integrator (incl. OEM) _____
- D Technical Service and Consultant _____
- D Value Added Reseller (VAR) _____
- D Retail _____
- D Distributor _____
- D Manufacturer _____
- D Exporter _____

Who do you consider to be your primary customers / market? (Tick only one)

- D Education and Government _____
- D End user and SMB _____
- D End user and Small Business _____
- D Export _____
- D Small and Medium Size Dealers _____
- D SMB and Local Government _____
- D Government and Enterprise _____

What are your annual purchases through distribution? (Tick only one)

- D AU\$ 100,000 or less _____
- D AU\$ 500,000 – AU\$ 1,000,000 _____
- D AU\$ 5,000,000 – AU\$ 10,000,000 _____
- D Over AU\$ 50,000,000 _____
- D AU\$ 100,000 – AU\$ 500,000 _____
- D AU\$ 1,000,000 – AU\$ 5,000,000 _____
- D AU\$ 10,000,000 – AU\$ 50,000,000 _____

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D. ADDRESS DETAILS BILL TO ADDRESS Same as COMPANY ADDRESS

Company Name: _____

PO Box: _____ Street, Building: _____

City: _____ Country: _____

Telephone: _____ Fax: _____

Contact Person: _____

SHIP TO ADDRESS Same as COMPANY ADDRESS

Company Name: _____

PO Box: _____ Street, Building: _____

City: _____ Country: _____

Telephone: _____ Fax: _____

Contact Person: _____

E. CONTACT INFORMATION

In order to ensure a smooth business and delivery process, please complete the depart contacts within your organisation.

Contact #1 – (President, General Manager, Owner, Managing Director)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Contact #2 – (Purchase Manager)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Contact #3 – (Finance Manager, Accounts Payable contact)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Contact #4 – (Sales Manager)

Name: _____ Title: _____

Telephone: _____ Fax: _____

E-Mail: _____ Mobile: _____

Initial here: _____

G. PAYMENT TERMS

Payment is to be made before delivery and no credit terms are available.

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TERMS AND CONDITIONS

1. 3D Printing Systems is the distributor of 3D printers and related products. The (Reseller) is a reseller of third party IT goods and wishes to resell 3D Printing Systems products to its Customers. The parties agree the following terms will apply to the sale of 3D Printing Solutions by 3D Printing Systems to the Reseller for resale.
2. Sales are only to be made in the country or state of the Reseller's place of business is registered in, unless otherwise agreed upon.
3. Except where it is specifically expressed, all prices quoted or that have appeared in our price list are exclusive of any tax, import duty or other levies.
4. 3D Printing Systems reserves the right at any time between expiry of quotation validity period and receipt of order to make any reasonable adjustment to prices. All prices in the price list are subject to change without notice and without recourse to 3D Printing Systems. All prices are quoted in AUD, subject to any currency exchange rate fluctuations between the conversion rate of \$NZ to AUD and/or USD which are plus or minus 10% from the date of quotation.
5. Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and 3D Printing Systems shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services arising from any circumstances of whatsoever nature which are outside 3D Printing Systems' control. The Reseller shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, dispatch or performance. 3D Printing Systems may, with the consent of the Reseller deliver by way of partial shipments. Failure to deliver any shipment shall not entitle the Reseller to rescind or repudiate the sales contract. No cancellation of sales contract is allowed if goods or services have been delivered.
6. Delivery charges are at the Reseller's expense and such costs will be included in 3D Printing Systems quotation. In the event that 3D Printing Systems has to organise transportation and delivery, a standard freight charge will apply. 3D Printing Systems will not be responsible for any damages or loss whatsoever during transit once goods have been delivered to the agreed delivery address.
7. An official order, in writing, or equivalent, must be issued to 3D Printing Systems before any delivery can be affected. Orders must clearly state: Order Number, Name and Signature of Purchasing Officer, Product code(s), Configuration(s) Required, Unit Pricing and Total Order Value, Delivery Address, Delivery Date/Schedule required, Invoice Address, Special Requirements/Conditions etc.
8. All goods sold, services provided and fees charged by 3D Printing Systems exclude any form of GST.
9. Payment terms are normally cash with order, or cleared funds before delivery unless a credit account with 3D Printing Systems is in place prior to dispatch.
10. In the event of any default in payment to 3D Printing Systems the Reseller shall pay to 3D Printing Systems its costs of and incidental to the recovery of such sums as may be due including all mercantile and like fees and legal fees and charges on a solicitor/own client full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process.
11. Direct Credit and Master and Visa cards are accepted and a 3.5% surcharge will apply if payment is made by credit cards. No shipment will be made until the 3D Printing Systems Credit Department has approved the order prior to the time of shipment. The Reseller is required to transact on a Cash Before Dispatch (C.B.D.) basis for at least three to six months before 3D Printing Systems will consider granting a credit account. 3D Printing Systems will request for clear fund payment from C.B.D accounts before delivery unless a credit application is approved.
12. In the event of the Reseller failing to pay any outstanding account owing by the Reseller to 3D Printing Systems or the Reseller entering into any scheme of arrangement with its creditors or going into receivership or liquidation, 3D Printing Systems shall be entitled to a general lien on all property or goods belonging to the Reseller in 3D Printing System's possession for any outstanding amount owing by the Reseller to 3D Printing Systems, in case contra accounts exist, 3D Printing Systems has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
13. Until 3D Printing Systems has been paid in full for all goods supplied to the Reseller under any contract whatsoever between the Reseller and 3D Printing Systems:
 - a. The goods shall remain as property of 3D Printing Systems.
 - b. Subject to 13.c and 13.d, the Reseller shall be at liberty to sell the goods and the new products in the ordinary course of the business on the basis that the Reseller shall be under a fiduciary duty to 3D Printing Systems and to account to 3D Printing Systems for the proceeds of such sale but may deduct from such proceeds any excess of such proceeds of the total amount due from the Reseller to 3D Printing Systems under any contract whatsoever, provided that the Reseller shall have no authority to enter into any contract of sale on behalf of 3D Printing Systems. Any contract or sale shall be accordingly concluded in the name of the Reseller.
 - c. 3D Printing Systems may at any time revoke the Reseller's power of sale by notice to the Reseller if the Reseller is in default in payment of any sum whatsoever due to 3D Printing Systems in respect of any goods or services supplied to the Reseller by 3D Printing Systems or any other sums whatsoever or if any bill of exchange, cheque or any other negotiable instrument drawn or accepted by the Reseller in favour of 3D Printing Systems is dishonoured on presentation for payment or if 3D Printing Systems has bona fide doubts as to the solvency of the Reseller.
 - d. The Reseller's power of sale shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all of the assets or undertaking of the Reseller or upon the commencement of a winding up application, the appointment of a Liquidator or if the Reseller call a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - e. Upon determination of the Reseller's power of sale under 13.e or 13.f the Reseller shall place the goods and the new product referred to in 13.b at the disposal of 3D Printing Systems which shall be entitled to enter upon any premises of the Reseller for the purpose of repossessing such goods and new products from the premises.

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- f. Terms thereafter will be on a strictly cash basis only. Sales will be made subject to "3D Printing System's Standard Conditions of Sale".
- g. All goods obtained from 3D Printing Systems shall be at the Resellers risk immediately upon delivery from the agreed delivery point.
- h. Notwithstanding that the risk in any such goods had passed to the Reseller, title and property in all goods shall remain with 3D Printing Systems until such times as full payment is made to 3D Printing Systems for all amounts owing by the Reseller in such a way so that our total indebtedness to 3D Printing Systems under their terms and conditions of sales is discharged.
- i. It is acknowledged that points have been read and fully understand the terms and accept them without reservation.
14. Failure by 3D Printing Systems to insist upon strict performance of any term or condition herein shall not be deemed a waiver thereof or of any rights 3D Printing Systems may have, and shall not be deemed a waiver of any subsequent breach of any term or condition.
15. All 3D Printing Systems supplied products are covered, as standard, by the respective manufacturers' warranty on a Return to Base (RTB) basis to 3D Printing Systems or nominated 3D Printing Systems Authorised Service Centres.
- 16.
- a. All goods that are to be returned to 3D Printing Systems must be approved prior to shipping and allocated a reference number. Credit value will be at current selling price at time of return less a re-stocking fee of 15%. The re-stocking fee will apply to all goods returned for credit.
- b. 3D Printing Systems warrants that it has good title to or license to supply all products to the Reseller.
- c. All products sold by 3D Printing Systems are covered under "3D Printing Systems Warranty Terms & Conditions".
- d. All software products supplied are supplied "as is" and the sole obligation of 3D Printing Systems with regard to the supply of software products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that any such software products should fail to conform to its product description provided always that the Reseller notifies 3D Printing Systems of any such non-conformity within 90 days of the date of delivery of the applicable software product.
- e. If the products are rejected by the Reseller as not being in accordance with the Reseller's order pursuant to clause 15.c or 15.d, 3D Printing Systems will only accept the return of such products, provided that it receives written notification thereof giving detailed reasons for rejection. 3D Printing Systems will not consider any claim for compensation, indemnity or until liability, if any, has been established or agreed with the manufacturer and where applicable the insurance company. Under no circumstances shall the value of products be deducted or set off by the Reseller until 3D Printing Systems has passed a corresponding credit note.
- f. 3D Printing Systems warrants that services shall be performed with reasonable skill and care and in a good and workmanlike manner.
- g. Except as required by law or as specifically set out in this clause 15, 3D Printing Systems disclaims and excludes all other warranties, whether express or implied, including but not limited to the warranties of description, design, merchantability and fitness for a particular purpose, or arising from any previous course of dealing, custom or trade practice.
17. Neither party will be liable to the other or their servants, agents, customers or representatives for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused (whether based on tort or contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses. In no event shall any claim be recognised unless the claim is in writing and received by 3D Printing Systems within 30 days of the expected date of delivery. In any event, the liability of 3D Printing Systems under any sales contract is limited to the cost of the goods, or replacement of the goods or the supply of equivalent goods or the repair of the goods.
18. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to the Reseller and supersede all terms and conditions previously issued by 3D Printing Systems. No sales contract for the supply of goods or provision of services shall exist between 3D Printing Systems and the Reseller except upon these terms and conditions unless their exclusion or modification is agreed to in writing by 3D Printing Systems. Any order placed by the Reseller is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Reseller's order. Each order by the Reseller is subject to acceptance or rejection by 3D Printing Systems and is not binding on 3D Printing Systems prior to 3D Printing System's acceptance of it. 3D Printing Systems may refuse to proceed with any sales contract at any time if the Reseller's credit is or becomes unsatisfactory to 3D Printing Systems.
19. The Reseller requests that 3D Printing Systems supply goods and/or services for which the Reseller undertakes to pay 3D Printing Systems that agreed price(s) within the terms agreed, or if no such terms have been agreed, it will be cleared funds before delivery. 3D Printing Systems reserves the right to grant a credit account. A credit account might be provided to the Reseller who have traded with 3D Printing Systems for a certain period with a satisfactory history. Details of the credit will be notified separately. All overdue amounts are subject to an administrative charge of 0.5% per month, calculated on an overdue balance on a daily basis.
20. Any contracts entered between 3D Printing Systems and the Reseller shall be subject to jurisdiction of the courts of New Zealand.
21. The Reseller agrees to give 3D printing Systems permission to seek from any credit providers and/or any credit reporting agencies whether or not named in the credit application about our credit arrangements.
22. The Reseller understands that this information can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
23. The reseller understands the information may be used by 3D Printing Systems for the following purposes:
- a. To access an application for credit

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- b. To notify other credit providers of the Resellers credit history including default by 3D printing Systems.
 - c. To exchange information with other credit providers as the status of this credit
 - d. To access the Resellers credit worthiness from time to time
 - e. Amongst other privileges, the Reseller will receive periodical publications such as 3D Printing Systems Price Catalogue, 3D Printing Systems Reseller Bulletin, 3D Printing Systems newsletters, informational emails, etc. Information may either be sent to the Reseller via post or by electronic means including email and facsimile.
25. Payment is to be made before delivery and no credit terms are available.

26. Termination

26.1 Either party may terminate this Agreement by providing at least 90 days prior written notice to the other party.

26.2 If, without the prior written consent of 3D Printing Systems, there is a material change in the direct or indirect ownership or Control of the Reseller:

a) Supplier must inform 3D Printing Systems of the change of Control by no later than 5pm on the date on which the change of Control occurs; and b) 3D Printing Systems may terminate this Agreement with immediate effect by providing written notice in writing to the Reseller.

26.3. Either party may terminate this Agreement with immediate effect by providing written notice in writing to the other party if:
(a) the other party (the "Defaulting Party") breaches this Agreement (other than a trivial breach causing no material harm) and, in the reasonable opinion of the party which is not in breach (the "First Party"), the breach:
(i) cannot be remedied; or (ii) can be remedied, but is not remedied by the Defaulting Party within 10 Business Days after the First Party gives the Defaulting Party notice of the breach;
(b) the other party suspends payment of its debts generally, is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts;
(c) the other party enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
(d) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertakings of the other party, an application or order is made for the winding up or dissolution of the other party, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the other party.

The Reseller hereby agrees and understands to the terms and conditions. The information provided in this application is accurate to the best of the Reseller's knowledge.

Signed: _____

Date: _____

Print name: _____

Position: _____

Official Use by 3D Printing Systems Ltd, Registered office: 5 chip grove, Sunnyhills, Pakuranga, Auckland, New Zealand

Signed: _____

Date: _____

Print name: Bruce Curtis Jackson

Position: Director