

Reseller Application Guidelines

Plot 1277 Lubuto Road
Rhodes Park
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Lusaka
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Fax: +260 211 256421
Website: <http://za.westcon.com/>



Thank you for allowing Westcon Africa Zambia Limited (hereafter referred to as Westcon Zambia) the opportunity to be your Communications Partner.

Attached you will find our Reseller Application. Please ensure that all sections are completed and signed including banking details, trade references, terms and conditions and surety ship. Complete all forms electronically where possible and print out for signatures.

Both C.O.D and Credit applicants are required to submit copies of the following documentation:

- Copy of Company Registration Certificate
- Copy of VAT Certificate
- IDs of all directors, members, partners or company owners

Each page submitted is to be initialled, except for the terms and conditions page which requires full signatures.

Please note the following procedures:

- Approval of a credit facility takes between 24 and 72 hours (this is done by our South African Head Office's Credit Department through CGIC).
- All COD Customer/Resellers will pay for purchases via cash, direct deposits, electronic fund transfers or cheque payments. Direct deposits, EFT's and cheque payments will require clearance prior to the release of goods.
- Any customer paying by cheque will be required to sign the surety.
- All new customers with no CGIC history will automatically be on Cash with Order for a period of 90-days and then this status will be reviewed.

We look forward to receiving your application. Upon approval, your account details will be emailed to you. Should you need any further assistance or information, please contact our Accountant or the undersigned.

NB: Please ensure that the signed original contract is delivered to our office for the attention of the Regional Manager

Yours sincerely,

Deirdre Bailey
Regional Manager
Westcon Zambia
Email: deirdre.bailey@westcon.com

Credit / COD Application and Surety

Please use block capitals

Name of Applicant			
Trading Name			
Registered Name			
Date Established		Company Registration No	
VAT Registration No		TPIN Number	
Previous Trading / Registered Name			
Registered name of holding company			
Names of Subsidiary and Associated Companies			
Physical Address			
Postal Address			
Telephone Number		Facsimile Number	
Type of Company	Public		Private

Key Operational Contacts

Position	Name	Mobile Number	Email	Skype / Messenger
CEO / GM / MD				
Financial Manager / Accountant				
Account Contact				
Purchasing Department				
Sales Manager				
Sales Executive				
Sales Executive				

Please indicate the email address / addresses to which you would like your pricelists to be sent:

Please indicate the email address / addresses to which you would like your statement to be sent:

Bank Details

Bank		Branch	
Date Opened		Account Manager	
Account Number			
Account Name			

Auditors Details			
Auditors Name		Contact Person	
Address			
Telephone		Email	

Directors / Partners Details			
Name (First Name & Surname)	ID (NRC / Passport)	Email	Residential Address

Credit Limit required in Zambian Kwacha	
ZMW	

Please note:

- Customer/Resellers will settle transactions via cash, direct deposits or electronic funds transfer (EFT).
- Should you prefer to pay via company cheque please take note of the following: **It is a criminal offence to present a cheque that is dishonoured (i.e. “bounce a cheque”)**.
- All payments are to be received into Westcon Zambia’s nominated bank account net of all charges.

Please provide us with three IT Trade References:			
Company Name	Telephone	Email	Current Credit Terms and Limit

DIRECTORS SURETY

I/We Agree that:

- The information contained in this document is true and correct and if credit is granted, it will be on the basis of information herein furnished.
- I/We are/am duly authorised to apply for credit facilities on behalf of the applicant
- I/We understand and Acknowledge having read the terms and conditions printed on all pages of this application and acknowledge that it shall apply to all transactions between the applicant and Westcon Zambia.

To be signed by the Sole Proprietor, all Directors or all Partners

Name (First Name & Surname)	Designation	Signature	Date

Reseller Information

Company Name			
Website			
Location of Branches			
Description of Main Branches			
Do you have Retail?	YES		NO

We have attached our group distribution product matrix, but to summarize, we have seven (7) business units as per the table below. Please feel free to discuss how we can work together with any of the vendors below to enhance your business. Each vendor has a number of reseller programs including certification and training as well as from time to time various promotional programs and special offers that as official authorised distributors we help coordinate and run. For more information on this programs, please speak to our sales team.

Please tick the boxes of the products you wish to sell:

Comstor		Data-Centre		Cloud Solutions	
Cisco	<input type="checkbox"/>	Netapp	<input type="checkbox"/>	Microsoft VL	<input type="checkbox"/>
Cisco Meraki	<input type="checkbox"/>	VM Ware	<input type="checkbox"/>	Microsoft Online	<input type="checkbox"/>
Cisco Smartnet	<input type="checkbox"/>	Simplivity	<input type="checkbox"/>	Microsoft Azure	<input type="checkbox"/>

Unified Communications		Network Security		Mobility	
Ruckus	<input type="checkbox"/>	Kaspersky Enterprise	<input type="checkbox"/>	Zebra	<input type="checkbox"/>
Avaya	<input type="checkbox"/>	F5	<input type="checkbox"/>	Honeywell	<input type="checkbox"/>
Polycom	<input type="checkbox"/>	Juniper	<input type="checkbox"/>		<input type="checkbox"/>
Jabra	<input type="checkbox"/>	Palo Alto	<input type="checkbox"/>		<input type="checkbox"/>
Netshield	<input type="checkbox"/>	Alien Vault	<input type="checkbox"/>		<input type="checkbox"/>
Sonus	<input type="checkbox"/>	Arbour Networks	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Are you interested in our Technical Support Services?

Yes No

How would you like to be contacted by our Sales Representatives (tick as many as you wish)?

Telephone Email In person

Terms and Conditions of Sale

1. RESELLER / VALUE ADDED RESELLER (VAR) POLICY

Westcon is a distributor of quality communications systems products that require value add service and support, to approved and accredited Resellers and Value Added Resellers who are able to meet specific selection criteria, including technical facilities at a primary level for our products.

2. PRICES

Prices are subject to adjustment for variations in the ruling exchange rate and/or customs duties and surcharges. Prices are further subject to change without notice where additional costs are incurred beyond the reasonable control of Westcon. It is the Reseller/Value Added Resellers (VAR) responsibility to confirm prices before issuing quotations. Westcon will not be held responsible for any loss incurred as a result of incorrect pricing quoted.

3. DISCOUNT

Discount is subject to confirmation with Westcon Zambia. Extraordinary discounts must be confirmed in writing and signed by a company Director.

4. WARRANTY

All products are warranted under the manufacturer's warranty against defective materials, workmanship and/or failure (except where otherwise noted in the current Price list) from the date of original invoice/delivery. Subject to these warranties, products will be replaced or repaired without charge subject to the conditions listed below:

- a. the product(s) are returned properly packaged including all cabling and power cord etc., carriage prepaid to Westcon at the shipper's risk within the warranty period;
- b. the Reseller has not modified the product(s) in any way;
- c. the product(s) have not been used for any purpose other than that for which they were designed;
- d. the damage is not caused through force majeure, lightning and/or power surges or negligence on the part of the Reseller to fully understand and comply with the correct installation procedures;
- e. the product has not been acquired by the Reseller through a source other than Westcon;
- f. a copy of the original invoice with a full description of the defect is supplied with the faulty product;
- g. It is specifically understood that Westcon shall under no circumstances be responsible for any consequential loss or damage resulting from the product being defective.

5. REPAIRS

The manufacturer will repair goods out of warranty. Westcon Zambia will facilitate the repair process. Please contact Westcon Zambia at +260 211-256414 for information regarding the procedures and charges.

6. RETURNS POLICY

Product(s) returned to the company will receive full credit subject to the following conditions: -

- a. Return Material Authorization (RMA) number has been granted by Westcon Operations department;
- b. the product(s) are returned in the original packing, complete and without damage in anyway. Westcon reserves the right not to accept product(s) deemed to be unsuitable for return;
- c. should Westcon agree to accept product(s) deemed to be unsuitable or late, a handling fee will be calculated and charged based on the condition of the products returned;
- d. the product(s) – excluding software licensing – are returned within 2 days from date of purchase;
- e. on return approval, accounts will be credited and COD payment refundable. Please note that COD refunds require 48 hours' notice for the cheque to be issued.

7. DELIVERY AND STOCKING POLICY

Every effort is made to maintain delivery dates offered. However, no liability whatsoever can be accepted for any consequential loss or damage occasioned by variation in practice from these delivery dates for whatever cause. Although it is endeavoured to ensure ex-stock delivery of commodity products, delivery will be subject to availability of stock on date of order.

a. Deliveries

Deliveries within the Lusaka city limits of an invoiced value of ZMW12,500 excluding VAT are provided free of charge subject to availability of our driver and delivery vehicle. All other deliveries will be charged for on a FOB Lusaka basis.

b. Collections

Resellers wishing to collect goods from Westcon Zambia should allow a 30 minute processing period before arriving to collect the goods.

8. CANCELLATION

- a. Cancellation of an accepted order shall be made in writing.
- b. In the event of a specific product(s) being ordered on behalf of the Reseller, no cancellation will be accepted if the product(s) has already been shipped from the manufacturer.

9. CREDIT TERMS AND SURETYSHIP

- a. A credit facility may be applied for by completion of an original credit application form and submitted to the Westcon Zambia accountant. **Should the Customer/Reseller be registered as a private company, close corporation, partnership or sole proprietor; surety ship signed by all directors, partners or members will be required.** Westcon will not accept any other terms of payment possibly stipulated by the Customer/Reseller before or after a transaction. Should a credit facility not be granted goods purchased shall be strictly COD with payments to be settled via electronic fund transfer or cash (cheques are acceptable only by prior authorization from management).

- b. **Our credit policy is as follows: Credit Customer/Resellers have a 30-day Statement account (all invoices issued within the current calendar month are due at the end of the following calendar month). Credit limits granted may not be exceeded without prior written consent. Westcon Zambia reserves the right to change the credit limit at any time without notice and any amount over the credit limit will be supplied on a strictly COD basis.**
- c. **The Reseller hereby acknowledges that should any amount not be paid on due date, or any payment by cheque be unpaid, the entire balance then outstanding shall immediately become due and payable without any notice. The Reseller shall further pay interest on all overdue balances at a simple interest rate of 2.5% (two and a half percent) per month. In addition Westcon Zambia shall be entitled to report the Customer/Resellers default to the Credit Reference Bureau without notice to the reseller.**
- d. Any disputes by the reseller regarding outstanding account balances need to be raised in writing within 30 days from date of statement.
- e. In the event of Westcon instructing its attorneys or collection agency to collect any overdue amount, all legal fees, collection charges and tracing agents fees, as between attorney/collection agency and own client shall be borne by the Customer/Reseller and all payments made shall firstly be allocated towards such fees and charges thereafter to interest and finally to capital.
- f. **The Signatory/ies hereto hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s with the Customer/Reseller for all its obligations to Westcon, including legal costs on attorney and own client scale as proved in terms of clause 10.d. above.**
- g. The Credit Applicant hereby acknowledges and agrees that Westcon may:
 - a. Perform a credit search on the applicant's record with one or more of the registered Credit Bureau's when assessing the applicant's application.
 - b. Monitor the credit applicant's payment behaviour by researching his/her record at one or more of the Credit Bureau.
 - c. Use new information and data from Credit Bureau in respect of the applicant's future credit applications.
 - d. Record the existence of the applicant's account with any Credit Bureau.
 - e. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting his/her obligations.

10. CESSION

- a. The Reseller hereby irrevocably cedes, assigns and transfers, makes over unto and in favour of Westcon Zambia, all the reseller's right title and interest in and to its claim against its debtors, both present and future and from whatsoever cause arising, as security for all or any of the amounts which the Customer/Reseller may now or at any time in the future owe to Westcon.
- b. The Customer/Reseller irrevocably authorizes Westcon Zambia in its absolute discretion to claim from all or any of the Customer/Reseller's debtors the whole or any portion of the indebtedness of any one or more of them, to give a valid receipt or discharge for such indebtedness, to take any action in its name in any court of competent jurisdiction and to proceed in execution there under against all or any of the said debtors, to cede, transfer; negotiate, pledge or otherwise deal with all or any of the said debtors, to exchange promissory notes, cheques, agreements, documents of title or any other security held by the reseller
- c. The security created by the cession shall be a continuing one, notwithstanding and fluctuations in the amount of indebtedness of the Customer/Reseller to Westcon Zambia.
- d. The reseller hereby undertakes on demand, to furnish Westcon Zambia with such information concerning its debtors as may be reasonably required, to enable Westcon Zambia to give effect to the provisions of this clause.
- e. Should it transpire that the Reseller entered into prior deeds of cession, then this cession shall operate as a cession of all the Reseller's reversionary rights

11. TITLE AND RISK OF LOSS

- a. Risk of loss or damage to the products supplied in terms of this agreement shall pass from Westcon Zambia to the Reseller upon delivery of the products to the Reseller in the case of Westcon Zambia affecting the delivery. In the case of the Reseller collecting the products at Westcon Zambia either directly or through a nominated third party, risk shall pass from Westcon Zambia to the Reseller at the time of collection.
- b. Ownership of the products supplied in terms of this agreement shall only pass from Westcon Zambia to the Reseller upon final payment by the Reseller for such products.
- c. Between the time that risk of loss or damage passes and ownership passes, the Reseller shall keep the products free of any lien, hypothec or other security interest.
- d. It is the Reseller's responsibility to communicate this information to the end user of products supplied.

12. TECHNICAL SUPPORT

Technical support on the products is available from Westcon Zambia. This is a billable service and requires an order number to be issued by the Reseller to the Technical Services Group.

13. GENERAL

- a. No relaxation or indulgence granted by Westcon Zambia shall be deemed to be a waiver of any of the rights of Westcon Zambia.
- b. It is agreed by the sureties and the Reseller that the address of the reseller's principal place of business shall be their domicile for all purposes with all respects to all court process, notices or their documents or communication, of whatever nature
- c. Without derogating from the provisions of paragraph 6 unless the Customer/Reseller advises in writing within (2) two days of delivery of the goods of any defects in the goods, the goods shall be deemed to have been delivered to the Customer/Reseller in perfect condition and the Customer/Reseller shall not be entitled to return the goods and claim a reduction of the purchase price on the grounds that the goods were defective
- d. Westcon Zambia shall not be responsible for any loss or damage howsoever caused to the property or person of the Reseller or any third party as a result of any defect in the merchandise whether patent or latent, and the Customer/Reseller indemnifies Westcon Zambia against any claims made against it by any third party arising out of any such defects.
- e. The terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation or consensual cancellation shall be of any force and effect unless reduced to writing and signed by both Westcon Zambia and the Customer/Reseller and shall not be capable of rectification by a Court of Law.

The Signatory/ies hereto having renounced the benefits of exclusion and division hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s with the Customer/Reseller/Reseller for all its obligations to Westcon Zambia, including legal costs and interest in terms of clause 10.d. above

ACCEPTANCE OF TERMS, CONDITIONS AND SURETY:

To be signed by all Directors, Members or Partners as the case may be:

Name (First Name & Surname)	Designation	Signature	Date