



## Reseller Supply Terms and Conditions

### 1. General

These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the Reseller (whether on the Reseller's order form or otherwise). The Reseller acknowledges that these terms and conditions embody the whole agreement between the parties and agrees to be bound by them.

### 2. Supply

MYOB supplies all goods on a "Sales or Exchange" (SOE) basis (except for the Publisher CD). Any Returns that do not fall under the following conditions may be rejected or incur a Re-stocking fee.

### 3. New Versions

MYOB protects Resellers from version changes by updating stock held free of charge to the latest version.

### 4. Version rotation

Version rotation only applies to "like" product families (ie. Full Stock will only be rotated for Full Stock, Upgrades will only be rotated for Upgrades). Version rotation must be initiated\* within 30 days of the release of the new version. Should the reseller request a rotation for the old version outside of 30 days from new version release a restocking fee of between 10-50% may apply, depending upon volume.

#### Restocking Fee Structure

No of units	Restocking fee applied within 30 days	Restocking fee a applied outside 30 days
1-10	0%	10%
10-30	0%	20%
30-50	0%	30%
50-100	0%	40%
100+	0%	50%

Version rotation is limited to 5 RA's per month – should this limit be exceeded a restocking fee of 20% will apply to all subsequent RA's regardless of whether or not they are within the 30 day period. Where restocking fee is applicable this amount will be deducted from the final credit raised against the resellers account. For Up-Front Payment resellers this figure will be communicated prior to the provision of a Return Authorisation. This update (version rotation) option still requires the issue of an RA as below, and return of the old version. MYOB will only issue an RA following the receipt of a purchase order and an accompanying RA request form to the same dollar value of the stock being returned.

\*Initiated - request for an RA received by MYOB within 30 days from the release of the new version.

### 5. Returning Old Versions

Resellers are required to return old version stock within 20 working days (4 weeks) of receiving an RA No. (Failure to return stock within this time period will result in the rejection of a credit claim for returned stock. The return of old versions outside of these terms will result in the expiration of the "Return Authorisation" supplied and the application of a restocking fee. As seen in clause 4 Version rotation only applies to "like" product families (ie. Full Stock will only be rotated for Full Stock, Upgrades will only be rotated for Upgrades). Please Note: For non-account customers MYOB will only dispatch the replacement order upon receiving the rotation stock.

### 6. To obtain a Return Authorisation ("RA")

On the form you will need to include the following information:

- The Serial Number of the package(s) concerned. Serial numbers are clearly printed on the base of the package.
- Your company name and the date the product was purchased (our invoice number will speed the issue process).
- Reason for return.

You will be advised of the RA by the Accounts officer. RA Numbers are valid for 20 working days from the date of issue. Expired RA's will be treated as outlined in clause 5.

### 7. Procedure for returning goods

- Prepare goods for return by ensuring that they are the complete product, and that any price or other stickers applied by the Reseller have been removed. With the exception of damaged goods, the product should be in a saleable condition.
- Return the goods by your preferred carrier. MYOB will not accept freight charges.
- The RA number should be clearly marked on the outside of the package and quoted on the accompanying documentation. Goods without a clearly marked RA will not be accepted for return. The Reseller's documentation should contain a tracking number which can be marked on the replacement package in lieu of an order number.
- MYOB will send a replacement package of the same type at MYOB's cost. The replacement package will have your advised number marked on the outside in lieu of an order number.

- Goods returned without a valid RA will not be accepted and will be returned at the Reseller's cost.
- As stated in clause 4, goods returned for reasons other than the above will be charged a restocking fee depending on volume.
- Returned product must be complete and in a saleable condition (except for products returned because they failed to install, where the disk envelope may be opened but a complete product must still be returned).
- Issue of an RA number DOES NOT guarantee replacement or credit – it is only your authorisation to return goods to us.

### 8. Money Back Guarantee

Where MYOB promotes a Money Back Guarantee (MBG) on a product, if the customer wishes to return the product they must return the full product to the place of purchase within the stated MBG period. The following process should be followed:

- Find out why the product was unsuitable and assess if another MYOB product will meet their needs.
- Refund the customer and return the entire product as stated under Clause 6 & 7 above.
- MYOB will replace the product with fresh stock, returned packages are NOT to be resold.

### 9. Payment

Payment shall be made by the Reseller to MYOB for all goods supplied and services rendered within the terms specified by MYOB. The Reseller acknowledges that these terms will enable MYOB to exercise all of its rights contained herein including (but without in any way limiting its rights) the right to cancel further credit if applicable and to take legal action for the recovery of all sums outstanding.

### 10. Interest

Should payment remain outstanding beyond MYOB's payment terms as outlined in Clause 2 above, the Reseller agrees to pay interest on all amounts outstanding from the due date until the date of payment a rate equal to five percentage points above the Penalty Interest Rate as varied from time to time.

### 11. Title Property

Any article sold by MYOB shall not pass from MYOB to the Reseller until the Reseller has paid for the article in full and all cheques and other negotiable instruments have been cleared. The risk of loss or damage to the goods shall be entirely at the risk of the Reseller upon delivery to the Reseller. If any payment for any article sold by MYOB is overdue or if the Reseller pays MYOB by cheque (in full or in part) and such cheque is not met on presentation by MYOB, MYOB reserves the right to retake physical possession of the goods in full or partial satisfaction of the debt and for this purpose the Reseller hereby consents to MYOB or its Agents or servants entering upon the Reseller's premises. Monies owed by the Reseller to MYOB shall become due immediately upon the commencement of any act or proceedings in which the Reseller's solvency is involved.

### 12. Costs

Should payment remain outstanding beyond MYOB's payment terms as outlined in Clause 2, the Reseller is liable for all costs including legal costs (on a solicitor/own client basis) and mercantile agent fees incurred by MYOB in recovering the amount outstanding.

### 13. Delivery

- Goods shall be delivered to the address specified in the order form as the address for delivery.
- For overnight delivery orders must be submitted by 12pm EST. Orders paid by EFT payments will not be shipped until a copy of the receipt of payment is sighted.
- Freight will be charged at MYOB's standard rates and shipped by MYOB's courier unless the Reseller specifies their own courier. If the type of freight is not specified by the Reseller, then goods will be sent by Road Express.

### 14. Not For Resale (NFR)

NFR copies of MYOB products are not for resale copies for your own in-house use only. When you purchase an NFR copy it is pre-registered to you. We will not supply the customer code required to use MYOB to anyone other than the registered owner. If you on-sell NFR products we will find out when your customer attempts to register and you will be liable to prosecution.

### 15. Upgrading NFRs

Upon the release of a new version at a later date, if wish to upgrade your NFR copy you must purchase the standard upgrades offered to all MYOB customers. You cannot purchase the latest NFR version of your product as a substitute for upgrading your existing NFR - each reseller can only own one NFR copy of each product.