

# KYOCERA Premium Partner Program

## Terms and Conditions

### General

1. The KYOCERA Premium Partner Program is operated by KYOCERA Document Solutions Australia Pty Ltd (ABN 77 003 852 444) (**Kyocera**).
2. Kyocera trades in New Zealand under the name KYOCERA Document Solutions New Zealand.
3. The KYOCERA Premium Partner Program is open to Resellers purchasing products through an authorised Kyocera Distributor in Australia or New Zealand (**Approved Reseller Partners**) as well as to authorised Kyocera Distributors. Any resellers purchasing directly from Kyocera will not be eligible to participate in the KYOCERA Premium Partner Program.
4. The KYOCERA Premium Partner Program is subject to Kyocera's privacy policies. For information on Kyocera's privacy policies please refer to the Kyocera website: [www.kyoceradocumentsolutions.com.au](http://www.kyoceradocumentsolutions.com.au) (**Kyocera Website**).
5. Participating in the KYOCERA Premium Partner Program is deemed acceptance of these Terms and Conditions and, where applicable, consent to having personal information dealt with in accordance with Kyocera's privacy policies.
6. Kyocera reserves the right at any time and in its sole discretion to disqualify or terminate any participant from the KYOCERA Premium Partner Program or to suspend any participant's participation in the KYOCERA Premium Partner Program for any period deemed appropriate by Kyocera.
7. For the avoidance of doubt, any Approved Reseller Partner suspected to be engaging in sub-distribution will be automatically disqualified from the KYOCERA Premium Partner Program.

### The KYOCERA Premium Partner Program

8. The KYOCERA Premium Partner Program offers differentiated levels of defined benefits to Approved Reseller Partners who meet specified levels of competency and commitment to Kyocera's products and services.
9. There are two levels of membership in the KYOCERA Premium Partner Program. Approved Reseller Partners may be entitled to access defined benefits based on the level to which they are assigned. The current membership levels are:
  - Gold Partner; and
  - Platinum Partner.
10. A general description of the defined benefits available under these levels is set out below under "Description of Levels". For detailed information regarding defined benefits available please speak with your Nominated Distributor or Kyocera representative.
11. Minimum qualifications for membership of each level are set out below under "Minimum Entry Criteria".
12. Approved Reseller Partners are eligible for membership of one level only at any one time.

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\* KYOCERA Document Solutions New Zealand is the trading name of the New Zealand branch of KYOCERA Document Solutions Australia Pty Ltd (Company Number: 3896317; NZ Business Number: 9429030613317) a corporation incorporated in Australia.

13. Kyocera reserves the right to alter or add to levels, minimum entry criteria and defined benefits within or between levels. Defined benefits are subject to change and/or withdrawal without notice.
14. Approved Reseller Partners must nominate **one** authorised Kyocera Distributor through which the Approved Reseller Partner will participate in the KYOCERA Premium Partner Program (**Nominated Distributor**).
15. Approved Reseller Partners may still purchase Kyocera products from distributors other than their Nominated Distributor; however, Approved Reseller Partners will only be able to access the defined benefits under the KYOCERA Premium Partner Program for purchases made via their Nominated Distributor.
16. Approved Reseller Partners must maintain their Nominated Distributor for a minimum period of 6 calendar months from the date of acceptance of their application by Kyocera (**Minimum No Change Period**).
17. Following the expiry of the Minimum No Change Period Approved Reseller Partners may elect to change their Nominated Distributor not more than 2 times in any calendar year. All requests for changes to Nominated Distributor must be made to Kyocera in writing. Changes to Nominated Distributor will not be effective until the Approved Reseller Partners is notified of the change by Kyocera.

#### **Approval Process**

18. Approved Reseller Partners must complete the KYOCERA Premium Partner Program Application available at <http://www.kyoceradocumentsolutions.com.au/Pages/PremiumPartnerProgramApp.aspx> and submit the completed application to their Nominated Distributor.
19. The Nominated Distributor must approve the KYOCERA Premium Partner Program Application before forwarding to Kyocera for approval.
20. The Nominated Distributor will be advised of the result of the Approved Reseller Partner's application within a reasonable period of the Nominated Distributor lodging the KYOCERA Premium Partner Program Application with Kyocera. The Nominated Distributor must notify the Approved Reseller Partner of the outcome of their application. Kyocera takes no responsibility for any failure on the part of a Nominated Distributor to notify an Approved Reseller Partner of the outcome or status of their application.

#### **Minimum Entry Criteria**

21. Minimum entry criteria for each level of membership is as follows:

##### **Gold Partner**

- The Approved Reseller Partner offers customers / clients / end users a physical client servicing location, such as an office space, retail shop front or showroom.
- The Approved Reseller Partner directly employs (ie not via agency) a direct, face-to-face sales team, including, without limitation, business development managers or sales consultants.
- The Approved Reseller Partner's core business approach is B2B, face-to-face sales. (To be determined by Kyocera in its sole discretion).
- The Approved Reseller Partner has the ability to provide customer technical support directly (ie not through a third party). (To be determined by Kyocera in its sole discretion).

- The Approved Reseller Partner has the ability to meet specified hardware sales targets as set by Kyocera in its sole discretion, from time to time.

#### **Platinum Partner**

- The Approved Reseller Partner offers clients a physical client servicing location, such as an office space, retail shop front.
  - The Approved Reseller Partner has access to a showroom that has or has the ability to have Kyocera branded products viewed by customers / clients / end users.
  - The Approved Reseller Partner directly employs (ie not via agency) a direct, face-to-face sales team, including, without limitation, business development managers or sales consultants.
  - The Approved Reseller Partner's core business approach is B2B, face-to-face sales. (To be determined by Kyocera in its sole discretion).
  - The Approved Reseller Partner has the ability to provide customer technical support directly (ie not through a third party). (To be determined by Kyocera in its sole discretion).
  - The Approved Reseller Partner is an established managed print services document solutions provider or vertical market print solutions provider.
  - The Approved Reseller Partner has the ability to meet specified hardware sales targets as set by Kyocera in its sole discretion, from time to time.
  - The Approved Reseller Partner has committed to an annual target for sales and service training conducted by Kyocera via KyoAcademy as determined by Kyocera in its sole discretion from time to time.
22. All final decisions regarding level membership will be made by Kyocera in its sole discretion. Kyocera reserves the right to reject any applications.
23. Kyocera reserves the right to regularly assess compliance with the minimum entry criteria and to terminate, disqualify or suspend any Approved Reseller Partner deemed by Kyocera, in its sole discretion, to not be meeting the minimum entry criteria of the Approved Reseller Partner's nominated level.
24. Continued participation in the KYOCERA Premium Partner Program and membership of any level and attendant benefits that may accrue from such membership is not guaranteed and is subject to the Approved Reseller Partner continuing to meet minimum entry criteria.

#### **Benefits**

25. Benefits available to Approved Reseller Partners under each level of membership are as follows:

#### **Gold Partner**

- Access to Approved Gold Reseller Partner pricing via Nominated Distributor.
- Access to Approved Gold Reseller Partner KIS pricing via Nominated Distributor.
- Access to Kyocera state-based Account Managers.
- Access to Kyocera's TASKalfa range on application through Kyocera state-based Account Managers – metropolitan areas only.
- Eligible to participate in Kyocera's Approved Reseller Partner promotions.
- Eligible to apply for Kyocera's Wholesale MPS Program.
- Access to KyoRewards – QFF program.

## **Platinum Partner**

- Access to Approved Platinum Reseller Partner pricing via Nominated Distributor.
  - Access to Approved Platinum Reseller Partner KIS pricing via Nominated Distributor.
  - Access to Kyocera state-based Account Managers.
  - Access to Kyocera's TASKalfa range on application through Kyocera state-based Account Managers – metropolitan areas only.
  - Eligible to participate in Kyocera's Approved Reseller Partner promotions.
  - Eligible to apply for Kyocera's Wholesale MPS Program.
  - Access to lead generation via the Kyocera Web site.
  - Access to KyoRewards – QFF program.
26. Membership of the Gold or Platinum level does not guarantee access to Gold or Platinum pricing.
27. All Gold and Platinum pricing will be available via the Approved Reseller Partner's Nominated Distributor and Kyocera does not accept any liability for any failure of any Nominated Distributor to offer Gold or Platinum pricing.
28. Kyocera will provide defined rebates to the Approved Reseller Partner's Nominated Distributor based on the Approved Reseller Partner's approved membership level.
29. All rebates will be paid by Kyocera to the Approved Reseller Partner's Nominated Distributor.
30. All rebates will be paid to the Approved Reseller Partner's Nominated Distributor's ABN and not to individual participants.
31. Kyocera reserves the right to withhold rebates from any Nominated Distributor where any linked Approved Reseller Partner is deemed by Kyocera, in its sole discretion, to not be meeting the minimum entry criteria of the Approved Reseller Partner's nominated level.
32. Kyocera reserves the right to withhold rebates or any funds if there are any legal proceedings between Kyocera and the Nominated Distributor or Approved Reseller Partner. In this case, rebates and any funds may be lost and participation in the KYOCERA Premium Partner Program may be suspended or terminated.
33. Nominated Distributors will be able to earn rebates for sales made by linked Approved Reseller Partners on or after the date on which the Approved Reseller Partner is accepted into the KYOCERA Premium Partner Program. Nominated Distributors and Approved Reseller Partners will be notified of their acceptance date by Kyocera.
34. Rebates cannot be backdated or made retrospective. It is not permissible to accumulate claims on a monthly basis, nor deduct or offset any amounts; rebates may only be earned once in the lifetime of a Product. Claims must be submitted in the month of purchase by the Approved Reseller Partner from their Nominated Distributor and cannot be accumulated.
35. Purchases made from distributors who are not authorised Kyocera Distributors are ineligible for rebate claims.
36. Provided that claims have been made in accordance with the claims process and are fully supported by the required documentation, valid claims will be paid directly to the Nominated Distributor on production of an appropriate invoice evidencing purchase by an Approved Reseller Partner. Payments will be made in local currency unless agreed otherwise in advance.

### **Approved Reseller Partner Responsibilities**

37. Approved Reseller Partners must promptly inform Kyocera of any changes to the Approved Reseller Partner that may prevent the Approved Reseller Partner from meeting the minimum entry criteria.
38. Approved Reseller Partners are responsible for providing and promptly updating information and documentation reasonably requested by Kyocera to enable Kyocera to evaluate qualifications for participation in the KYOCERA Premium Partner Program.
39. Approved Reseller Partners are solely responsible for any commitments made by the Approved Reseller Partner to its customers and for ensuring customer satisfaction. Approved Reseller Partners will not make any commitments to customers on behalf of Kyocera.

### **Nominated Distributor Responsibilities**

40. Nominated Distributors must promptly inform Kyocera of any changes to their linked Approved Reseller Partners that may prevent the Approved Reseller Partner from meeting the minimum entry criteria.
41. Nominated Distributors are responsible for providing and promptly updating information and documentation reasonably requested by Kyocera to enable Kyocera to evaluate qualifications for participation by Approved Reseller Partners in the KYOCERA Premium Partner Program.
42. Nominated Distributors are solely responsible for any commitments made by the Nominated Distributors to their linked Approved Reseller Partners. Nominated Distributors will not make any commitments to Approved Reseller Partners on behalf of Kyocera

### **Miscellaneous**

43. By participating in the KYOCERA Premium Partner Program all participants acknowledge that participation in the KYOCERA Premium Partner Program is voluntary and that participation has not been required by Kyocera as a condition of purchasing products or services from Kyocera.
44. Kyocera makes no warranty to any person in relation to the KYOCERA Premium Partner Program except those warranties which cannot be specifically excluded under law. By participating in the KYOCERA Premium Partner Program all participants acknowledge that participation in the KYOCERA Premium Partner Program does not guarantee sales or profits.
45. In no event will Kyocera be liable for any loss (including indirect or consequential loss including, without limitation, loss of profit, loss of income, loss of good will or loss of reputation) however caused arising out of participation in the KYOCERA Premium Partner Program or use of, or reliance on, any information, material or services provided by Kyocera as part of the KYOCERA Premium Partner Program.
46. Kyocera reserves the right to amend these Terms and Conditions at any time without notice.
47. Kyocera reserves the right to alter or withdraw the KYOCERA Premium Partner Program at any time and without notice and will not be responsible for any liability howsoever arising nor will it enter into any correspondence regarding the same.