



Dear Applicant,

The following items MUST accompany the original Reseller Application

1. Copies of ID document for the Signatory along with all Directors / Members / Partners
2. Proof of Banking (Stamped letter from the bank **not older than 3 months** or cancelled cheque)
3. Copy of Company Registration Forms
4. Signed Application: **MUST BE SIGNED** by an authorised member of the company.
5. If the signatory is not a member or director on the CIPC documents a letter (on company letterhead) authorising them to act on behalf of the company must accompany the application.

PLEASE NOTE:

1. All initial purchases will be COD until cover is approved by an authorised representative of Syntech Distribution.
2. Please ensure that every page is initialled and that the application is signed by the legal representative of the company.
3. We require IT related trade references (other IT companies you buy from), COD accounts included.
4. Faxed or emailed applications will be accepted; however the original documents are required and must be delivered or posted to the addresses below.

Thank you,

Delivery address:

Syntech Distribution
Unit 1 – 4 Tanzanite Street
Montague Park
Milnerton
7441

Postal address:

P O Box 2611
Clareinch
7740



Company Detail

Trading Name of Business: _____

Registered Name of Business: _____

Nature of Business: _____

VAT Registration Number: _____

Corporation Registration Number: _____

Contact Details

Postal Address: _____
_____ Postal Code: _____

Physical Address: _____
_____ Postal Code: _____

Delivery Address: _____
(please specify if different to physical) _____ Postal Code: _____

Telephone #: _____ Fax #: _____

Email: _____ Website: _____

Details of Directors / Members / Partners

1) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

2) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____

3) Full Name: _____

ID Number: _____ Tel #: _____ Cell #: _____

Residential Address: _____



Personnel Contact Details

Sales Manager / Authorised Purchaser:

Full Name: _____ Email: _____

Sales Representatives

Full Name: _____ Email: _____

Full Name: _____ Email: _____

Full Name: _____ Email: _____

Marketing Personnel

Full Name: _____ Email: _____

Full Name: _____ Email: _____

Financial Details

Financial Personnel

Financial Director: _____

Tel #: _____ Fax #: _____

Email: _____

Account Payer: _____

Tel #: _____ Fax #: _____

Email: _____

Acc. Officer/Auditor: _____

Tel #: _____ Fax #: _____

Email: _____

Company Bank Details

Name of Bank: _____

Account Name: _____

Account Number: _____

Branch Code: _____ Account Type: _____



SYNTECH DISTRIBUTION (PTY) LTD
Cape Town
Unit 1, 4 Tanzanite Street, Montague Park, Milnerton
Tel: (021) 514 5300
Johannesburg
28 Tsessebe Crescent, Corporate Park South, Randjespark, Ext 28, Midrand
Tel: (011) 053 1900
Mail: info@syntech.co.za | Website: www.syntech.co.za
Reg. No: 2037/402129/07 Vat No: 4950206773

Trade Terms and References

Trade Terms

Credit Terms required:

- COD 7 Days from Invoice 7 Days from Statement
 Mid & month end payment 30 Days from Statement

Credit Amount required per month:

R _____

Trade References

1) Company

Name: _____

Contact person: _____ Tel #: _____

Credit Terms: _____ Credit Limit: **R** _____

2) Company

Name: _____

Contact person: _____ Tel #: _____

Credit Terms: _____ Credit Limit: **R** _____

3) Company

Name: _____

Contact person: _____ Tel #: _____

Credit Terms: _____ Credit Limit: **R** _____



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28 Tsessebe Crescent, Corporate Park South, Randjespark, Ext 28, Midrand
Tel: (011) 053 1900
Mail: info@syntech.co.za | Website: www.syntech.co.za
Reg. No: 2037/402129/07 Vat No: 4950206773

The signatory hereby accepts the Terms and Conditions contained in this application on behalf of the abovementioned applicant, and warrants that he is duly authorized to do so, in terms of the said Terms and Conditions, and hereby warrants that he has read and understood the said Terms and Conditions. I hereby certify that all above information is correct.

Signed: _____ Date: _____

Printed Full Name: _____

Designation: _____

Witness 1:

Signed: _____ Date: _____

Printed Full Name: _____

Witness 2:

Signed: _____ Date: _____

Printed Full Name: _____

TERMS AND CONDITIONS

Definition:

"**Syntech**" used herein shall mean: Syntech Distribution (Pty) Ltd registration number 2017/402129/07 and/or any of its branches, franchises, associated entities, successors in title or assigns to whom this application is submitted.

"**Customer**" used herein shall mean the Applicant as set out in the application.

1 . These terms and conditions:-

- (a) represent the entire Syntech trading conditions and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorized representative of Syntech;
- (b) will govern all future contractual sales relationships between the parties whereby the Customer purchases goods or services from Syntech;
- (c) are applicable to all existing debts between the parties;
- (d) are final and binding and are not subject to any suspensive or dissolutive condition;
- (e) expressly exclude any conflicting conditions stipulated by the Customer;
- (f) supersede all previous conditions without prejudice to any securities or guarantees held by Syntech and
- (g) apply to all servants, agents and subcontractors of Syntech.

2. The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding and acknowledges that the content reflects the true meaning of both parties and that this agreement has been entered into for the benefit of both the Customer and Syntech.

3. It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purpose of intended use.

4. All quotes will remain valid for a period of 24 hours from the date of the quote or until the date of issue of a new price, whichever occurs first. The validity of any price is subject to availability and to any increases in the cost price, including currency fluctuations, of Syntech before dispatch of goods.

4.1 The Customer hereby confirms that the goods and services on the Tax invoice issued duly represent the goods and services ordered by the Customer at the prices agreed to by the Customer and where performance / delivery has already taken place that the services and goods were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any visible defects, unless otherwise advised by the Customer upon delivery and inspection of the goods.

4.2 Any delivery note or waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by Syntech shall be prima facie proof that delivery was made to the Customer and are in accordance with the quality and quantity reflected thereon, unless otherwise advised by the Customer upon delivery and inspection of the goods.

4.3 All orders and variations to orders are subject to these terms and conditions. Only written orders and variations to orders will be accepted by Syntech. This notwithstanding, Syntech may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Syntech however reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.

Member/Director Initials _____

4.4 Syntech shall be entitled to split the delivery of goods ordered in the quantities and on the dates it decides with the prior consent of the Customer, which consent shall not be unreasonably withheld.

4.5 Syntech shall be entitled to invoice and deliver each order separately.

4.6 The risk of damage to or destruction of goods is passed to the Customer on signature of the delivery receipt upon delivery to the Customer or the Customer's nominated representative and the Customer undertakes to insure the goods fully, until paid for in full.

4.7 In the case of repairs undertaken by Syntech, repair times given are merely estimates and are not binding on Syntech; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech. Syntech shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any unforeseen costs and/or delayed repairs.

4.8 Syntech is hereby authorized to engage a third party on its behalf and on the terms deemed fit by Syntech to transport all goods purchased.

4.9 If the Customer chooses to engage in its own third party to transport the goods, the Customer indemnifies Syntech against any claims of whatsoever nature that may arise from such an agreement.

4.10 Delivery, installation, commencement and performance times given are merely estimates and are not binding on Syntech. Syntech warrants that it will use its best endeavor's to meet such delivery times; time is not of the essence of this agreement unless expressly agreed upon in writing by Syntech. Syntech shall not be liable for any loss or damage of whatsoever nature which the Customer may suffer as a result of any incorrect or delayed delivery due to incorrect delivery information supplied by customer, tampering of installation by customer, commencement or performance.

4.11 All goods invoiced out for evaluation, approval or on a demonstration basis by the Customer are deemed sold if not returned within 5 working days of issue.

4.12 All goods taken on consignment are deemed sold within 5 working days of issue.

4.13 The Customer acknowledges all copyrights and shall not duplicate copyrighted material and that each attempt will immediately render the full prevailing price payable to Syntech.

5 New goods are protected according to the manufacturer's product specific warranties only and all other guarantees and warranties including common law guarantees are hereby specifically excluded. Services carry no guarantee.

5.1 Liability under clause 5 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of Syntech.

5.2 No returns will be accepted without an RMA number. Return Material Authorization (RMA) request form to be submitted online prior to returning any items for any reason. Please complete RMA application online on our website www.syntech.co.za. This number must be used as a reference for all matters relating. Our technical department will issue you with an RMA number which authorizes you to return one item per every RMA number. A full fault description must be completed to enable technical department to test and verify fault.

5.3 All defective merchandise returned to Syntech must be returned with all cables, power supplies, documentation etc.

Member/Director Initial _____

5.4 Syntech is not responsible for the cost of returning any products to Syntech offices. For your protection, please insure the package and ship via a traceable method. Syntech is not responsible for lost or damaged packages.

5.5 If any of the above conditions are not met, Syntech reserves the right either to refuse the return, or to charge a restock fee of not less than 15%.

5.6 Acceptance of Products: Syntech shall conduct incoming acceptance inspection as soon as possible on receipt of products.

5.7 Warranty: Syntech's sole obligation is to repair or replace the defective product. There is no warranty for uninterrupted or error-free operation. There is no warranty for loss of data. We recommend that you regularly back up the data stored on your product to a separate storage product. There is no warranty for product with removed or altered identification labels and/or serial numbers. Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech shall be obliged to accept the return of any goods. The warranty is contingent upon the proper use in the application for which the product was intended, and does not cover product which has been modified in any manner, and /or has been subjected to physical damage, abuse, misuse, alteration, neglect, tampering, improper maintenance, or has been serviced, repaired, installed by unauthorized personnel.

5.8 Data Recovery is not covered under the warranty and is not part of the warranty process. Syntech's Technical department offers a standard data recovery service. Price will be quoted on request.

5.9 Products for Exchange or Credit: Product purchased directly from Syntech may be returned for exchange, excluding any shipping charges, within 7 days from invoice date. All merchandise returned to Syntech must be shipped in the original sealed packaging, same condition as sold, with all cables, power supplies, documentation, etc. A credit will be issued at the sole discretion of Syntech and is dependent on the condition of the items returned. A handling fee of 10% will be charged for any returns after 7 days from date of invoice, and Syntech reserves the right not to credit or exchange any items returned after 14 days from date of invoice. Goods not returned in a perfect condition, in original packaging with all accessories and manuals intact will be deemed sold. Even accidental removal and re-attachment of the bar code sticker will void the warranty, as it will no longer be possible to verify exactly when that individual item was purchased. This clause shall not be used to imply that Syntech shall be obliged to accept the return of any goods.

5.10 Products for exchange exclude any "Special Request Items" (orders specifically imported for customer only) which cannot be returned under any circumstances, unless faulty.

5.11 If items are credited, it will be at the lesser value between selling price and current market price, and in addition, handling fees specified in point 9 above will apply.

5.12 Syntech will request copies of original invoice documents when a product is older than 24 months. Products will not be tested, repaired or replaced until such documentation has been received.

5.13 The customer hereby agrees that any item handed in for repair may be sold by Syntech to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.

6. No claim under these terms and conditions will arise unless the Customer has, within 7 days of the alleged breach or defect occurring, given Syntech 30 days written notice to rectify any defect or breach of contract.

Member/Director Initials _____

7. The Customer agrees to pay the amount on the Tax invoice at the offices of Syntech

- (a)** cash on demand; or
- (b)** if the Customer is a Credit Approved Customer, within the terms as reflected on invoice and/or statement issued by Syntech.

8 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Syntech, reduced to writing and signed by the Customer and a duly authorized representative of Syntech.

8.1 The Customer is not entitled to set off any amount owing to the Customer by Syntech against his debt.

9 The Customer agrees that the amount due and payable to Syntech may be determined and proven by a certificate issued by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

9.1 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.

10 The Customer agrees that interest shall be payable on any moneys due to Syntech at 2.5% above the Prime Overdraft rated quoted by First National Bank Ltd., which interests shall be calculated on a daily balance and capitalized monthly, from the date the moneys fell due to payment. A certificate under hand of any manager of the First National Bank Ltd shall be prima facie proof of the interest rate charged nor shall it be necessary to prove the signature or capacity of such manager.

11 The Customer agrees that if an account is not settled in full

- (a)** against order; or
- (b)** within the period agreed in clause 8 above in the case of a Credit Approved Customer; or if the Customer commits a breach of any of these conditions, or being an individual, is provisionally or finally sequestrated or surrenders his estate, or being a partnership, is being dissolved, or being a company or close corporation is placed under a provisional or final order of judicial management or liquidation, or compromises or attempts to compromise generally with its creditors or if an order in terms of section 65 of the Magistrates Court Act 32 of 1944, as amended is issued against the Customer, or if he commits or permits any act that may prejudice the rights of Syntech; then in any of these events Syntech may in its sole discretion either:
 - (i)** entitled to immediately institute action against the Customer at the sole expense of the Customer; or
 - (ii)** cancel the agreement and subject to Syntech obtaining a court order, take possession of any goods delivered to the Customer by giving the Customer written notice to that effect; or
 - (iii)** claim damages. Furthermore, Syntech shall be entitled to immediately suspend any delivery or service while the Customer is in breach of any of the terms of any contract between it and Syntech. In the event of a breach and without restricting or revoking any other rights Syntech may have in law, Syntech shall have the right to claim from the Customer the following costs: if payment by cheque is referred to drawer for whatsoever reason, an amount of R130.00 excl VAT per affected cheque; if default necessitates the telephonic contact of the debtor by Syntech, an amount of not more than R80.00 excl VAT per call; if default necessitates a personal visit by Syntech, an amount of R100.00 per visit; Cost for issuing a Letter of Demand at R250.00 excl VAT; subject to the maximum costs recoverable in terms of the Magistrates Court Act 32 of 1944 as amended, Attorneys Act 33 of 1979 and Debt Collections Act 114 of 1998. These remedies are without prejudice to any other right Syntech may be entitled to in terms of this agreement or in law.

Member/Director Initials _____

12 The Customer hereby consents, in terms of Section 45 of the Magistrates Court Act of 1944 as amended to Syntech instituting any proceedings arising out of this contract in the Magistrates Court for the district of Rondebosch otherwise having jurisdiction in terms of Section 28 of the Magistrates Court Act notwithstanding the fact that such proceedings are otherwise not within the jurisdiction of that court. Syntech however reserves the right, in its sole discretion, to institute any action arising from this agreement in the High Court of South Africa.

12.1 The Customer hereby waives the benefits of the legal exceptions of non numeratae pecuniae, non causa debiti, review of accounts and no value received and hereby declares himself to be fully acquainted with the meaning of this waiver.

12.2 In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Syntech to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor.

13 In the event of cancellation, the Customer shall be liable to pay

- (a) the difference between the selling price and the value of the goods at the time of repossession and
- (b) all other costs incurred in the repossession of the goods. The value of repossessed goods or retained pledged goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be prima facie proof of the value.

13.1 The Customer indemnifies Syntech completely against any damage whatsoever relating to the removal of repossessed goods, unless such damage is caused through the negligence of Syntech, its employees, agents and contractors.

13.2 If any goods supplied to the Customer are of a generic nature and have become property of the Customer by operation of law (confusio or commixtio) the Customer shall be obliged on notice of cancellation of the agreement to retransfer the same quantity of goods in ownership to Syntech.

14 All goods supplied by Syntech, to the customer, on terms, remain the property of Syntech until such goods have been fully paid for by customer.

15 Both parties shall be liable to each other for all legal expenses (including collection fees where appropriate) on the attorney own client scale incurred by each party in the event of

- (a) any default by the defaulting party or
- (b) any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any collection or valuation fees incurred.

16 The Customer agrees that no indulgences whatsoever by Syntech will affect the terms and conditions or any of the rights of Syntech and such indulgence shall not constitute a waiver by Syntech in respect of any of its rights herein. Under no circumstances will Syntech be stopped from exercising any of its rights in terms of these conditions.

17.1 Any document will be deemed duly received by the Customer within

- (a) 3 working days of prepaid registered mail to any of the Customer's business or postal addresses or the domicilium address of the Customer or to the personal address of any director, member or owner of the Customer; or
- (b) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers;
- (c) on being delivered by hand to the Customer or any director, member or owner of the Customer;
- (d) within 48 hours if sent by overnight courier; or
- (e) within 24 hours of being telexed to the Customer's telex number.

Member/Director Initials _____

17.2 The Customer chooses as its domicilium citandi et executandi the business address as per the dealer application or such other address agreed upon between Syntech and the Customer.

17.3 The Customer undertakes to inform Syntech in writing within 7 days of any change of Director, Member, Shareholder or Owner address, or 14 days prior to selling or alienating the Customer business and failure to do so will constitute a material breach of this agreement.

18 The Customer agrees to the standard prices of Syntech for any goods purchased or services rendered, as published in its ruling price list.

19 The invalidity of any part of these terms and conditions will not affect the validity of any other part, each clause in this agreement being severable from the rest.

20 Any order is subject to cancellation by Syntech due to force majeure from any clause beyond the control of Syntech, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

21 If at any time any amount of money due by the Customer to Syntech is overdue for payment, Syntech shall be entitled to suspend all deliveries to the Customer until all amounts are paid or, at the election of Syntech, to cancel all outstanding orders in either of which events the Customer shall have no claim against Syntech.

22 Prices quoted on order are the current ruling prices, subject to acceptance of said order. Product prices are subject to exchange rate fluctuations and price lists are updated every Friday.

23 The signatory warrants that he is the duly authorized representative of the Customer and that he has full capacity, whether legal or otherwise, to enter into any contractual agreement with Syntech.

24 This Agreement and its interpretation is subject to South African law and the Customer consents to the exclusive jurisdiction of the South African Courts referred to in clause 12.

25.1 The Parties to the Agreement shall fully comply with the statutory obligation contained in POPI, with which the Parties warrant that they are fully conversant with at Signature Date, when Processing Personal Information obtained by the Responsible Party and such Personal Information is entered into a Record. Without limiting the generality of the aforesaid the Responsible Party shall ensure that the Privacy and Data Protection Conditions are strictly adhered to when Processing the Data Subject's Personal Information.

25.2 Syntech hereby indemnifies and holds the Customer and each of the Indemnified Parties harmless from any liability whatsoever arising from the Syntech's failure to comply with its statutory obligations contained in POPI.

26. Each Party hereby undertakes that it will, for the duration of this Agreement:

- (a) conduct its business in compliance with the highest ethical standards at all times and will use reasonable commercial endeavours to comply with the requirements and spirit of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 (as amended); and
- (b) comply with all anti-money laundering laws of South Africa.

Member/Director Initials _____

Deed of Surety

I/we the undersigned (enter full name/s & identity number/s)

First Surety: _____ Identity number: _____

Second Surety: _____ Identity number: _____

Third Surety: _____ Identity number: _____

(the surety/sureties) hereby bind myself/ourselves, jointly and severally, to and in favour of Syntech Distribution (Pty) Ltd (Registration No. 2017/402129/07), its successors and assigns (the Creditor), as surety/sureties and co-principal debtor/debtors in *solidum* with (enter full name of applicant)

(the Debtor) for the full and due payment by the Debtor to the Creditor of all sums which may be or become due and payable by the Debtor to the Creditor arising out of and/or in connection with any transaction entered into between the Debtor and the Creditor, relating to the supply of goods and/or services by the Creditor to the Debtor.

This suretyship is irrevocable and constitutes an open and continuous guarantee in respect of any present or future indebtedness of the Debtor to the Creditor, and shall remain in full force notwithstanding any fluctuation in or temporary extinction of such indebtedness.

I/we renounce the benefits of exclusion, division and cession of action and confirm that I/we understand the meaning of such benefits and the effect of my/our renunciation thereof.

My/our liability hereunder shall in no way be affected or diminished if the Creditor either now holds or in the future obtains additional suretyships, guarantees or securities whether real or personal, in respect of any of the debts of the Debtor.

The Creditor shall be entitled without reference or notification to me/us and without affecting its rights hereunder or releasing me/us here from:

- a. to release other sureties and/or securities;
- b. to grant the Debtor extensions of time for payment;
- c. to compound or to make any other arrangements with the Debtor for the discharge of the Debtor's indebtedness;
- d. to alter or vary any present or future agreement between the Debtor and the Creditor;
- e. if the Debtor shall be declared insolvent or placed under business rescue, to accept any dividend in respect of the Debtor's indebtedness and also accept any securities, guarantees or suretyships arising out of such insolvency or business rescue; or
- f. to accept any offer of compromise made on behalf of the Debtor, whether then in liquidation or under business rescue or otherwise

I/we shall be bound by all admissions or acknowledgments of indebtedness made or given by the Debtor to the Creditor.

I/we choose as my/our *domicilium citandi et executandi* the street address of the Debtor as set out in its application to the Creditor.

I/we consent to the jurisdiction of the Magistrate's District Court in respect of any legal proceedings which may be instituted against me/us arising out of this suretyship, notwithstanding that the amount of the claim on which such legal proceedings is based may exceed such Court's jurisdiction, hereby acknowledging that the Creditor shall be entitled but not obliged to institute any such legal proceedings in the Magistrate's District Court. Should the Creditor take any legal proceeding against me/us arising out of or in connection with this suretyship, then I/we shall be liable for all of the Creditor's legal costs, including all costs on an attorney and own client scale and collection commission, incurred in connection with such legal proceedings.

I/we agree that the Creditor shall at its own discretion be entitled to cede its rights hereunder to any other party in which event I/we shall be liable hereunder to any such cessionary.

I/we further acknowledge that I/we have read and agree to be bound *mutatis mutandis* to the Creditor to all terms and conditions to which the Debtor is bound.

SIGNED at _____ on this _____ day of _____

As Surety and Co-Principal Debtor

First Surety

As Surety and Co-Principal Debtor

Second Surety

As Surety and Co-Principal Debtor

Third Surety

How did you hear about Syntech? Tick all applicable

Syntech Reseller	Friend /Acquaintance
Syntech Employee	Advertisement
Another Distributor	Other
Website	Please specify _____

Which of the following best describes your business? Select one

Online Store	Retail Store (PC)
Retail Chain	Retail Store (Apple)
Service & Support Company	Corporate
Distributor/ Sub-distributor	

How many employees does your company have? Select one

1-5	20-50
6-10	>50
11-20	

Who is you primary target market? Tick all applicable

Public consumers	Retail Stores
SMME / SOHO Clients	Service & Support Company
Corporate Clients	Government

What product categories do you have a requirement for? Tick all applicable

Flash	Computer Systems (e.g. notebooks)
Components (excl. memory)	Networking
Memory	Software
Consumer Storage	Monitors/Displays
High End Storage	Consumer Electronics
Apple-related Products	CCTV & Surveillance