

C.O.D Dealer Application

Accounts: Email: Phone:	Please download and end	mail completed application form to	accounts@hyka	a.com.au
Date Established:		Company Information		
Business Address*	Business Name*:		ABN/ACN*	•
Mailing Address:	Date Established: We	ebsite:		
Preferred Delivery Option*: Preferred Delivery Option*: Preferred HYKA Courier My Courier - Name & Acc. No: Preferred HYKA Sales Representative: Have you previously held an account with HYKA? Yes No Previous Trading Name (if applicable): Primary Contact Name*: Position*: Position*: Phone Number*: Mobile: Email*: Drivers Licence Number*: State of Issue*: Purchasing: Email: Phone: Querchasing: Email: Phone: Other: Email: Phone: Business References Company*: Contact Name: Phone: Company*: Contact Name: Phone: How did you hear Referral Search Engine Other How did you hear Referral Search Engine Other For Office Use Only	Business Address*:	Suburb:	State:	Post Code:
Email for Dispatch Confirmation*: Preferred HYKA Sales Representative: Have you previously held an account with HYKA? Yes No Previous Trading Name (if applicable): Primary Contact Name*: Phone Number*: Mobile: Primary Contact Name: Contact Information Sales: Purchasing: Email: Phone: Phone: </td <td>Mailing Address:</td> <td> Suburb:</td> <td> State:</td> <td> Post Code:</td>	Mailing Address:	Suburb:	State:	Post Code:
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Dealer Code: Authorised By:	Dealer Code:			

nt means the person/s, entities or any person acting on behain nd with the authority of the Client requesting the Seller to provide Services as specified in any proposal, quotation, order, involce documentation, and: ere is more than one Client, is a reference to each Client y and severally; and e Client is a partnership, it shall bind each partner jointly and 9. y, and lient is on behalf of or part of, a Trust, shall be bound in capacity as a trustee; and s the Client's executors, administrators, successors, and (b) win capacity as a trustee, and user the Cleff's executors, administrators, successors, and user the Cleff's executors, administrators, successors, and user that any addition, order, invoice or other document or entise methods to be supported to the Contract. With any addition, order, invoice or other document or entise methods of the support of the Contract. 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Authorised Representatives Services) laise directly with the Seller shall (for the duration of the Services) laise directly with one (1) authorised representative, and that once directly with one Seller shall for the duration of the Services) laise directly with one Seller that person shall have the request any variation thereigo on the Seller shall. The Cleft accepts that they will be solely lable to the Seller for all additional costs incurred by the Seller (unduring the Seller's profit arging in 10.3 providing any Services, Goods or variations' requested thereto by the Cleft solut authorised epresentative. In the second se tribution of Goods via an Approved Distributor Client agrees that until they are authorised as a distributor by the 11:1 via their respective weusine arrow any access and a second second and the basis that: from a pistributor are accepted on the basis that: less otherwise adgreed by pinor approval between the Seller d the Distributor. Goods thay only be resold to consumers at all level and may inclube sold are wholesaile level or to any other der that is known or is suspected to be purchasing for fesale, 12:1 and Goods are to be sold for retail or displayed for sale at only the approved locations advised by the Distributor to the Seller, and sale of Goods by mail order, internet, social media, or any other method outside of the traditional display and sell at the approved location is prohibited without prior written consent of the Seller, (c) , ods are to be displayed, presented, and marketed in the ner that is in the best interest of the brand name. aut of clauses 4.1.4.3 may at the Seller's sole discretion be (d) (b) Fault of clause 4 - 4 - a may at the Seller's on clause to the method and an emanate clause and permanent clause of account facilities, which clause and permanent clause of account facilities, which clause and permanent clause of account facilities with clause and permanent clause of account facilities with clause and permanent clause and the seller sole of account facilities with clause and the seller sole of account facilities with a seller sole of account facilities with a seller sole of account facilities and the seller sole of account facilities and account faction account facilities and account faction acco Any sub any The (a) (c) (b) (d) rs and Omissions Glient acknowledges and accepts that the Seller shall, without unline, accept, no flability in respect of any alleged or actual The and Divisions and a consistence (i) and consi (e) (f) ange in Control ange in Control 4 Client shall give the Seller not less than fourteen (14) days prior the notice of any proposed change of ownership of the Client tots any other change of the Client change in the Client status, including but not numbers, change of trustees, or business practice). The Client all be labe for any loss incurred by the Seller as a result of the first failure to compy with this cause. **14**.1 **On-Lips Ordering** The Chert sector does not quarantise the website's performance: (B) display on the website does not quarantise the availability of any particular Goods: therefore, all orders placed through the geggite shall be subject to contirmation of acceptance by the 15.2 using statutes to committation of acceptation of the inter ordering may be unavailable from time to time for 16. ularly scheduled maintenance and/or upgrades. regare innerent hazerds in electronic distribution, and as such Seller cannot warrant against classys or grons in transmitting en that to the maximum extent in permitted via user the Seller ng be liable for any losses which the Client states as a result 16.2. oning ordering not being available or for delays or errors in (d) will not be liable for any losses windor the Upent suffers as a result 16.2 or online ordering one beam svalable or to delays or enrors in a sufficient of the delays or enrors in information will pass through a sectre server using SSI (secure sockets, layer), encryption, bechalogay, or any other, similar excepts, beam state of the secure sectors, layer and the encryption process, ensures that the Clent's 16.3 or the encryption process, ensures that the Clent's for the encryption process, ensures that the Clent's for the encryption process, ensures that the Clent's for the encryption process, ensures that the Clent's that the provide of the encryption process, ensures that the Clent's or the sector of the sector encryption of the sector encryption of the sector encryption. 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HYKA Technology (SA) Pty Ltd – Terms & Conditions of Trade

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redit, card for these amounts and is trevocably autopred to complete any documentation and take any action to recover from the redit card (sever any and all amounts which may be due by the Client bursuant to the terms of this Contract. Price and Payment. At the Seller's sole discretion, the Price shall be either: (a) as indicated on any involce provided by the Seller to the Client; 17.2

- "as implicated on any invoice provided by the Safler to the Client; 17.2 the Process at the date of Dolivery of the Goods according to the the Safler's current processor is a subscription of the safler's current processor is a subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in taxes or to subscription and/or demumate current processor in tax and ta
- or insolute permitting with the incoding uses or percepting, etc., if during the course of the Services, the Goods cease to be available from the Seller's third party suppliers, then the Seller reserves the right to provide alternative Goods, subject to provide alterna will be charged for on the basis of the Seller's quantities and the charged for on the basis of the Seller's quantities of the Seller's quantities of the Seller's ce. The Client's shall be required to respond to any variation intele to the Seller within term (10) working days, reliable to do good and the Client's shall be required to respond to any variation intele to the Seller to add the cost of the variation to the Heiter's perform.

ion. Seller's sole discretion, a non-refundable deposit may be for payment for the Goods being of the essence, the Price will yable by the Client on the date/s determined by the Seller, which

or before delivery of the Goods; way of instalments/progress payments in accordance with the 17.6

's payment schedule: ate specified on any invoice or other form as being the date 17.7

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In addition to the Filke Eavenue. The Frice. Delivery of Goods. Delivery of Clevery of the Goods is taken to occur at the time that: (a) the Clever or the Clever's address or address

and/or storage. Method of Transport and Route Deviation If the client instructs the Seler to use a particular method of carriage the Seler will over priority to the method designated built that method carring to onversifiently the schered by the Seler the Code Science System of equiped in guiltypice the Seler to carry or have the Codes Science by 19.8 another method(s). The Client shall be deemed to authorise any deviation from the usual The Client shall be deemed to authorise any deviation from the usual discretion of the Seller be deemed reasonable or necessary in the discretion of the Seller be deemed reasonable or necessary in the

Loss or Damage Subject to clause 1 respect of the loss under any liability f (a) any delay of al 19.9 16 and any statutory provisions imposing liability in of or damage to the Goods, the Seller shall not be ibility for: ay of any loss or damage to the Goods occasioned during arising from any Force Majeure or any confiscation on, destruction of or damage by order of any authority

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- and the second and on have open in the possession of the cleane of any instructions, advice, information, or service given or provided to any person, whether in respect of the Goods or any other thing of whatter, nor for any consequential or indirect loss or any active of market or consequences of delay and any active of market or consequences of delay and any active of market or consequences of delay and any active of market or consequences of delay and any active of market or consequences of delay and any active of market or consequences of delay and subconfinators; the delay of the delay and any active or wastage of the Goods or packaging: any act, omission, or neglect, of the Client, including insufficient any act, omission, or neglect, of the Client, including insufficient and active and any or neglect.
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- mastage of the Gouds or packaging; any act, omission, or neglect of the Client, including insufficient or Improper packaging, labeling or addressing, or failure to take genvery, or any handling, loading, storage or unloading of the Goods. 19.12 19.13

Risk of damage to or loss, of the Goods passes to the Client on delivery and the Client dammaper of provides of the production of the strength of the Client dammaper of the client of the strength of the provide the strength of the client of the strength of the receive all insurance proceeds payable for the Goods. The production of these terms and conditions of the selent strength of 20.1 of these terms and conditions of the selent strength of the of the selent of the selent strength of the of the selent of the selent strength of the the client requests the selent on pake further enquires. If the Client requests the selent on these dustines beliefs occation, then such Goods stall be feft at the Client's sole risk.

cess Client shall ensure that the Seller has clear and free access to ct delivery of the Goods. The Seller shall not be liable for any loss damage to the site (including, without limitation, damage to nways, driveways, and concreted or paved or grassed aleas) as due to the negligence of the Seller. to 20.3

Unless due to use regressions and the provise statutes, regulators, and phasma of the Seller shall comply with the provise statutes, regulators, and phasma of phasma of the statutes and the sta

- Title Seller and the Client agree that ownership of the Goods shall not lient has paid the Seller all amounts owing to the Seller:

- any insurance in the event of the Goods being lost, damaged or destroyed, the constraint of the Goods being lost, damaged or destroyed, the constraint of the Goods are provided to the bosiness and for market value, the Clean characteristic parts with possession of the Goods the the Clean characteristic parts with possession of the Goods the the Clean characteristic parts with possession of the Goods the characteristic parts with possession of the Goods are the clean thus the part of cleans the resulting product on trust for the balent of the Seler and must sel parts withorises the Seler to enter any premises the clean the clean the Goods are the Coods are the the and the Seler possession of the Goods part the Goods are they faind for possession of the Goods part they clean the coods are they faind for the Clean the Goods part they clean the coods are they faind for possession of the Goods part they clean the coods are they faind for the Clean the Goods part they clean the coods are they faind for the Clean shall not charge or grant an encumbrance over the 22.2.1 the Clean shall not charge or grant an encumbrance are the 22.2.1 the Clean they faind they clean are share they are the seler the Clean they are they are given any any interest in the coods are they faind they clean are they are the 22.2.1 the Clean shall not charge or grant an encumbrance over the 22.2.1 the Clean shall not charge are give away any fainders in the coods are they are share they are they clean they clean the coods are they are they clean they are they they clean they are the Clean shall not charge are give away any any interest in the cleans they are they clean they are they are cleans they are they clean they are cleans are they are they are cleans the cleans they are cleans they are they are clea

- the Client shall not charge or grant an encumbrance over the 22.2 goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Seller;

the Goods sold notwithstanding that ownership of the Goods has not passed to the Client. 22.3 Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it 22.4

security agreement, and security interest nas the meaning given to up both excessing to these terms and conditions constitute advanced to the excession of the terms and conditions constitute ascurity agreement for the purposes of the PSA and creates a security interest in all coods that have previously been supplied and the proceeds from the terms and conditions to the client, and the proceeds from such coods. The Client undertakes to: (a) promptly such coods in the decimate accurate and up-todate in all respects) which the Seller may reasonably require the client and respects) which the seller may reasonably require the client and respects) which the seller may reasonably require the client and respects) which the seller may reasonably require the client and respects) which the seller may reasonably require by the PPSA Upon assen 23.1

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ient must upconditionally ratify any actions taken by the Seller clauses 17.3 to 17.5. unter orauses 17.3 to 17.5. 27.5.27. Support lancet by till Selfer Subject to any express provisions to the contrary (including those contained in this clause 17), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

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ant permitted by law. e Client is a consumer within the meaning of the CCA, the Seller's ility is limited to the extent permitted by section 64A of Schedule

- The Chern is a constraint within the meaning of the CCA, the Selier's graphing is impact to the exact mentiod by section 64 of Schedule 23.9 The Selier may returned by Section 64 of Schedule 23.9 CA, but is unable to go so, the Selier may returned by Section 64 of Schedule 23.9 CA, but is unable to go so, the Selier may returned by Section 64 of Schedule 23.9 CA, but is unable to go so, the Selier may returned by Section 64 of Schedule 23.9 CA, but is unable to go so, the Selier may returned by the Sel

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Default Interest: on overdue Invoices shall accue daily from the date when payment becomes que, until the date of payment, at a rate of two and a, hall percent (2.5%) per calendar month! (and at the Seller's sple disordion such interest shall compound monthly at such a rate) after as well as before any dugment. The Cytert ways the Seller any money, the Client shall indemnify the 26.4

- discretions such interest shall compound monthity at such a rate) after 26.4 site will be before any Ludometric morely the Client shall indemnity the Seller trongmit graat costs on a splottor and own client tasks, internal administration lees, the Seller's contract lees owing to begin regarding them splot controlling, including but not limited to be the seller state and the seller splottaneous seller pream of these terms and controlling. Including but not limited to be the seller state and the seller splottaneous seller pream of these terms and controlling. Including but not limited to be the seller state and the seller splottaneous seller pream of these seller seller seller seller pream of the seller under this clause 21, where it can be proven the such the seller under this clause 21, where it can be proven the seller's obligations under this Contract.
- payment, become immediately payable if, bey payable to the Seller becomes overdue, or in the opinion the Client will be unable to make a payment
- 26.9 (b) has exceeded any applicable credit limit provided by he Seller, he Client becomes insolvent, convenes a meeting with its reditors or proposes or enters into an arrangement with reditors, or makes an assignment for the benefit of its creditors
- a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset 26.10

Cancellation Without rejudice to any other remedies the Seller may have, if at any 26.11 time the Client is in breach of any obligation (including these relating to payment) under these terms and conditions, the Seller may subject on terminate these party of Coco to the Client. The Seller because the Seller has excised to rights under this clause. The Seller may cancel any contract to which these terms and conditions apply or cancel Device of Coco the the Client. On pyment conditions apply or cancel Device of Coco and the terms and conditions apply or cancel Device of Coco and the terms and conditions apply or cancel Device of Coco and the terms and conditions apply or cancel Device of Coco and the terms and coco and the seler state region to the Client any time parts the term of the terms and the term of the terms and the terms and the seler state region to the Client any money pail by the

Client for the Goods. The Selfer shall not be liable for any loss damage whatscever anism from such cancellation. If the client cancels belivery of Goods, the Client shall be liable all losses incurred (whether direct or indirect by the Selfer as a dir result of the cancellation (including, but not limited to, any loss profits). pronts), Cancellation of orders for Goods made to the Client's specifications or for non-stocklist items, will not be accepted once production has commenced, or an order has been placed.

commenced, or an order has been placed." Privacy Policy : All enables, documents, images, or other recorded information held or used by the 24ch and held to moration, as defined and referred to the state 24ch, and held to consolve the content of the information, package in the state of the state of the state of the state privacy Act 1980 the 24ch including the part life and the state privacy Act 1980 the 24ch including the part life and the state privacy Act 1980 the 24ch including the part life and the state privacy Act 1980 the 24ch including the part life and the state and the state of the state of the state of the state of the state and the state of the state of the state of the state of the state part protection. Requiring the state of the state of the state of any data breaches and/or disclosure of the client's Personal information the by the select that any result in serious ham to the Client, the state of the state the state relevant and the state of the client the state of the client the state of the client the state of the stat

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b) Insiding website issue and traffic and to use its similar use is a similar to the similar may collect and revew that more than to collectively egacial information. On the selective website and later wishes to withdraw that consent, the client may analoge and to the similar to the sinterest to the si

went agrees that the Steller may exchange information about the rt with those real providers and with related body corporates to following purposes, and the steller may exchange information about the of blowing purposes, and the steller may exchange information about the to obtain the feed providers and a detail by the Client; and/or to obtain the feed providers of a detail by the Client; and/or to obtain the feed providers of a detail by the Client; and/or to obtain the feed providers of the client including the Client; and/or the provider of the client including the Client; and the real provider is and the client of the stellar the stellar the to assess the ordination to the may each the client including the Client of the real the provider of the client addition the real the stellar stellar by the Seller the the lowing purposes (and for the provision of coods; and/or anglyring, ventrying and/or procedure the Client."

The provision of Goods, and/or analysing, ventrying and/or checking the Client's credit, payment analysing, ventrying and/or checking the Client's credit, payment and/or status if relation to the provision of Goods, and/or groupsers, if any expension in Bound on the Client's credit, payment and/or status if the client of an anount's outstanding in relation to the Scient may give information about the Client to a CRB for the wordsharia a consumer credit report. allow the CRB to create or maintain a credit information file about the Client including credit Distort 10.3. above: name of the credit provider and that the Selien is a current credit provider to the Client. Whether the credit provider is a licensee; UBBIR Composition in the clients of the client is a current credit provider to the Client.

The (a) (b)

(a) Personal Information as outlined in 283 Surve:
 (b) name of the credit provider and hat the Seller is a current credit
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Service of Notices. Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by degram if at the address of the other party as stated in this

(a) Contract is the use adverse on the online party as stated in this is a contract. If the predicted point is the adverse of the other part is stated in the other that is a stated in the other that is a stated in the other party as stated in the contract (if any), on received to online that one of the the transmission, the other party is stated in the contract (if any), on received to online that one of the transmission is posted shall be obtended to have been service, unless the contrary is spotter shall be obtended to have been service, unless the contrary is spotter shall be obtended to have been service, on post, the notice would have been delivered.

Trusts Trusts Contract is acting in the catacity of trustee of any trust. That then whether or not the scalar may have notice of the Trust, the Client coverpants with the scaler as follows: (a) the Contract extends to all rights of indemnity which the Client (b) the Contract extends to all rights of indemnity which the Client bond or subsequently may have against the Trust and the trust have a subsequently may have against the formation of the trust, the client have a subsequently may have against the formation the trust have a subsequently may have against the formation of the formation of the subsequently may have against the formation of the formation of the subsequently may have against the format

- Client has full and complete power and authority under the st to enter into the Confract and the provisions of the Trus not purport to exclude or take away the right of indemnity o Client bagainst he, trust or the trust fund. The Client will no ase her high of indemnity or commit any breach of trust or be arty to any other action which might prejudice that right o emhicit.
- indefinition of the sector when the product on the select of the Select will not writhout consent in writing of the Select will support the sector sector sector sector sector sector sector write to happen any of the following events: (i) trustee of the following the sector of the client as trustee of the following the sector of the trust of the following the (ii) any alteration to or variation of the terms of the following the (iii) any alteration to or variation of the terms of the following the (iii) any alteration to or variation of the terms of the following the (iii) any advancement of the trust property.

(h) any resettlement of the use proyees. General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be externed dispute resolution mechanisms lineation around proceedings, by nothing the other part in mixing setting out the reset for the particle shall share requery the reliability of the proceedings, by nothing the other part in mixing setting out the reset for the particle shall share requery the reliability of the proceedings, by nothing the other part in mixing setting out the reset for the particle shall share requery the reliability of the particle shall be an explored the particle shall be the low provide the dispute share between the particle shall be used to the share of the particle share the particle shall be an explored by a share the particle share the particle share the provision of these terms and conditions shall be individed. The provision of these terms and any contract to which they apply the share the maint of the share and any contract to which they apply the particle share the the share of South Australia and any subject of the share the share the the share of South Australia and any subject of the share the share the the share of South Australia and any subject of the share the share the the share of South Australia and any subject of the share the s

the remaining provision situation of the source of the sou a Selier may licence and/or assign all or any part of its rig gations under this Contract without the Client's consen "Client cannot licence or assign without the written appr oval of the

The Client cannot licence or assign without the written approval of the Stepse Jean available of a subcontract out any part of the Services but shall not be releved trom any liability or obligation under this Contract by so dong - under the subcontract out any part of the Services but they have the authomity to give any implementation of the Services but they have the authomity to give any implementation of the Services but they have the authomity to give any implementation of the Services but they have the authomity of give any implementation of the Services but the Client agrees that the Seler may ampend there contracts with the Seler set changes, or otherwise all such time as the Client makes a further engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Seler the provide cools to the Client engless of the Client agrees and the englement theory of regulation and the seler seleration of the seleration of the Client engless of the seleration of the client by down the theorem of the client of global pandemics and/or the implementation, ports, Lied (Force Majeure) or other event beyond the reasonable control of RUP 2011.

(proce majeure) or other event beyond the reasonable control to Both parties warrant that they have the power to enter this Contract and have obtained all necessary authorisations to allow them to di so (they are put) insolven and that this Contract creates binding and the anythis and obligations of the parties will not merge on completion of any transaction under this Contract, and they will sorvice the evention and delivery of any tassonment or other document entered for the purpose of implementing any transaction under this Contract of the purpose of implementing any transaction under this Contract

Please note that a larger print version of these terms and conditions is available from the Seller on request. #40778 © Copyright - EC Credit Control 1999 - 2021

21:1 Licenses and 21.2 (a) the Ulert has paid the Seller all amounts owing to the Seller, (b) the Client has met all of isother obligations to the Seller, Receipt by the Seller of any form of payment has to the Seller, incompared and the payment met and payment has been found and the seller of the Seller of the Goods passes to the 21.4 (List luther agreed that, utilit ownership of the Goods passes to the 21.4 (client in according with allows of the Goods and must return the (a) Goods to the Seller on results: (b) the Client has Seller on results: (c) the Client has Seller and must pay to the Seller the Goods on thus for the Seller and must pay to the Seller the Forceets of on thus for the Seller and must pay to the Seller the Proceeds of other seller the Seller and must pay to the Seller the Incodes of the Seller on the Seller and must pay to the Seller the Proceeds of other seller the Seller and must pay to the Seller the Proceeds of other seller the Seller on the Seller the Proceeds of the Seller the Seller on the Seller the Proceeds of the Seller the Seller on the Seller the Proceeds of the Seller the Seller on the Seller the Proceeds of the Seller the Seller the Seller the Proceeds of the Seller the Seller the Seller the Proceeds of the Seller the Seller the Seller the Proceeds of the Seller the Seller the Seller the Seller the Proceeds of the Seller the Sel