

## STANDARD TERMS OF TRADE

### 1. Accounts:

If the Customer has established or establishes an account with PlaceMakers, then these terms shall apply to all and any dealings with PlaceMakers and to all and any goods or services purchased from PlaceMakers.

### 2. Cash sales/Reward sales:

If the Customer purchases the goods or services and pays by cash, cheque, electronic funds transfer, credit card or receives the goods or services in redemption of any voucher or rewards programme, then these terms shall also apply.

### 3. Quotations/estimates/orders:

These terms shall apply to any quotation or estimate given by or on behalf of PlaceMakers and to any order made with PlaceMakers and shall apply to the exclusion of all and any terms put by or on behalf of the Customer to PlaceMakers as part of any order or request for goods/quotations or estimates. Unless expressly recorded in writing, any pricing of product or services by PlaceMakers shall be deemed to be an estimate only and based on information supplied by (or on behalf of) the Customer. In relation to:

- a quotation, the Customer shall be solely responsible for the accuracy of any information upon which the quotation is based. Any changes to the quantities, measurements or specifications or nature of the services required subsequent to the quotation or any inaccuracies or misstatements in the information provided to PlaceMakers shall constitute variations and shall be paid for (if increased) or rebate (if decreased) at their actual unit cost irrespective of the terms of the quotation. PlaceMakers may remove any discount provided where there is a reduction in quantities actually purchased beyond 10% in value of the total quotation and invoice the Customer for the removed discount. The Customer shall be liable for the additional amount so invoiced;
- an estimate, the Customer shall be solely responsible for the accuracy of any information upon which any estimate is based. PlaceMakers shall not be bound to supply the goods and/or services at the estimated price and the Customer shall be liable for the price of any goods and/or services purchased as invoiced by PlaceMakers;
- an order, the Customer shall be deemed to submit any order or request for PlaceMakers to supply, on the terms herein. The supply of goods and/or services by PlaceMakers shall be deemed to be on the terms herein notwithstanding any terms submitted with any order. In addition, the Customer may not return the goods or cancel any order of any product which is not a standard in stock item of PlaceMakers, or return any goods purchased on hire purchase or any tinted paint;
- all of the above, where it is requested to estimate quantities PlaceMakers will do so reasonably. However, the Customer shall have the obligation to provide full and accurate information and PlaceMakers shall have no liability for any errors or omissions in the estimate/quotation made arising from the Customers breach;
- all of the above, PlaceMakers may at the time of supply substitute a similar product to that ordered/estimated/quoted. It shall be the responsibility of the Purchaser to ensure that any product substituted is acceptable. If not, the Customer must, before using the product, advise PlaceMakers.
- Trade prices are calculated to four decimal places and displayed on invoices to two decimal places. Some display rounding may be evident in the extended totals.

### 4. Authorisations:

It is the Customer's risk and responsibility to obtain every necessary or prudent authorisation (including licences, permits and consents) to buy, possess, use, export, import or resell any goods and/or services and to ensure that goods and/or services are purchased by an authorised person. The Customer shall provide written advice to PlaceMakers of the names of personnel authorised to place orders on the Customer's behalf and must advise in writing if any such authority is later withdrawn. The Customer shall be solely responsible for the supervision of the use of the account and absent specific written advice of authorised personnel, PlaceMakers shall have no obligation to enquire into the authority of any person placing orders on any account in the name of the Customer. Any orders made by a specifically authorised person prior to the receipt by PlaceMakers of specific written notice withdrawing authority, shall be paid for by the Customer.

### 5. Standards:

In relation to all goods and/or services supplied by PlaceMakers:

- The Customer must ensure that:
  - they are used in accordance with any safety directions which are supplied with the goods or services;
  - any safety features of the goods are not interfered with, modified or disabled;
  - they are used under appropriate supervision and with appropriate training;
  - any staff or agents are instructed to comply with i), ii) and iii) hereof; and
  - inform PlaceMakers if there is any suspected design or manufacturing fault that may affect the safety of the goods in a work place;
- The Customer acknowledges that:
  - PlaceMakers does not warrant or represent the suitability of any product, service, design, person or organisation for the Customer's use;
  - the Customer shall be responsible for ensuring that all and any instructions, recommended uses, applications and installations methods are followed and any cautions and/or warnings observed;
  - where any recommendation or advice has been given by or on behalf

of PlaceMakers. PlaceMakers will not be responsible for the actual implementation of the recommendation or the advice or the actions or performance of any other party.

- PlaceMakers may rely on any plans, specifications, information or quality and/or standard of any manufactured product used or supplied by the Customer. PlaceMakers has no liability whatever for any loss or damage caused or contributed to by any act of the Customer or its agents or employees or arising from reliance by PlaceMakers on such material.

### 6. PlaceMakers' liability limited:

To the extent allowed by law, PlaceMakers has no liability (whether statutory, in contract or tort (including negligence), or howsoever) to the Customer or any of its agents or employees for any physical, direct or indirect damage, economic loss of any kind, any other loss or costs (including legal and lawyer/client costs) caused or contributed to by PlaceMakers or any of its agents or employees in respect of any goods and/or services supplied or any quotation or estimate given. Without limiting the foregoing, PlaceMakers also has no responsibility or liability for any dangerous good(s) or any contaminant, ozone depleting or hazardous substance in or emitted by any goods or from the failure of the Customer to meet its obligations hereunder or to ensure that the goods are used in accordance with any instructions issued/enclosed with the sale of the goods. To the extent allowed by law, every warranty or condition or guarantee implied by custom or law is hereby excluded. If, notwithstanding the foregoing, PlaceMakers shall be found to have any liability it is agreed that any liability will not exceed the price of the relevant goods or services purchased from PlaceMakers.

### 7. Customer indemnity/warranty: The Customer:

- will indemnify PlaceMakers for any physical, direct and indirect damage, economic loss or other loss or costs or expenses (including actual legal and lawyer/client costs and expenses) to PlaceMakers or any other person, and will fully indemnify PlaceMakers against any claim or proceedings against PlaceMakers, to the extent caused or contributed to by the Customer (or any of its agents or employees) or arising from an Event of Default in respect of any goods and/or services acquired by the Customer from PlaceMakers;
- warrants that the information provided in support of any application for a credit account is reliable and accurate. The person completing the application on behalf of the Customer also provides this warranty.

### 8. Sale/Price:

The Customer is buying from PlaceMakers the goods and/or services specified for the prices charged by PlaceMakers. However, the price shall be increased by the amount of any GST and other taxes and duties (if any), except to the extent that such taxes are expressly included in any written estimate or quotation given by PlaceMakers. The price may be increased or decreased by notice by PlaceMakers in its sole discretion by the amount of any increase or decrease in the cost of any items (including any change in currency exchange rates) affecting the cost of supply, production and/or delivery of the goods between the date of the estimate/quotation and the date of delivery. Alterations to any price will be effective from the date specified by PlaceMakers at the time of giving notice to the Customer. However, should PlaceMakers increase the total price of the goods by more than 5% then the Customer may, within 7 days of receiving notice of any price increase, by notice to PlaceMakers cancel this contract provided the goods have not been delivered.

### 9. Payment/credit: The parties' agreement on payment is:

- unless otherwise agreed, the Customer must pay by Cash, Cheque or Electronic Funds Transfer in cleared funds the Amount Owing prior to the delivery of any goods;
- any deposit required by PlaceMakers will be paid immediately on the acceptance of an estimate or quotation or the making of an order and, unless otherwise specified on the deposit terms, is non-refundable;
- where purchases are charged to a credit account, then payment is due by the 20th of the month following the date of delivery;
- PlaceMakers may at any time and from time to time with or without notice to the Customer and/or Guarantor(s), in its sole discretion, increase or decrease or suspend or revoke the amount of credit (and the credit limit) provided to the Customer. Any increase or decrease or suspension or revocation of credit or exceeding or change of any credit limit shall hereby be deemed to be consented to by the Customer and any Guarantor(s) and shall not release either the Customer or the Guarantor(s) from any liability whatsoever;
- Payment of the Amount Owing and any other monies owing to PlaceMakers shall be made free of any counterclaim, set-off, deduction or other claim whatsoever;
- PlaceMakers may allocate any payment made by or on behalf of the Customer to the account and/or payment of any goods as it sees fit and the Customer waives any right to receive notification of that allocation.

### 10. Mortgage:

To better secure the amounts payable to PlaceMakers, whether in relation to these terms or on any other account, the Customer agrees, upon request by PlaceMakers, to grant to PlaceMakers a registrable mortgage over any land owned by the Customer from time to time. Such mortgage is to be in the form of the then current Auckland District Law Society all obligations mortgage. PlaceMakers may request a mortgage under this clause if an Event of Default occurs.

### 11. Rights:

The sale of any goods or services shall not, unless expressly agreed in writing, give the Customer the right to use, sell, disseminate or duplicate any PlaceMakers trademark, copyright, design or any other intellectual property right.

### 12. Precut and Truss:

All beams are to be propped while exposed to weather. The Customer shall require the builder to read pre-cuts plans in conjunction with architectural plans and consents, and to check all trim sizes and braces on site before enclosing. Any claims for remedial work must be made within 7 days of delivery or before enclosing whichever is earlier. PlaceMakers will not accept any charges for remedial work unless a written remedial works sheet has been filled in and signed by the Customer (or builder on their behalf) and a PlaceMakers representative; a copy to accompany any invoicing.

### 13. Delivery: The parties agreement on delivery is:

- that in addition to the price the Customer must pay for the delivery of the goods (which will be kerbside unless otherwise agreed). Additional requirements such as longer than 12 metre hiab reach, on site lifting, pilot wide loads and 4 wheel drive will be an additional charge;
- all claims for errors or short delivery must be made within 7 days of delivery or supply will be deemed complete;
- if PlaceMakers is organising delivery it is entitled to deliver the goods between 7.00am and 8.00pm on any day which is not a public holiday. If the Customer or a representative is not present at the delivery site, then the goods will be deemed to be delivered on arrival at the delivery site;
- any periods or times quoted for delivery are to be regarded as estimates and while PlaceMakers will make reasonable endeavours to keep such periods or times, no guarantee is given and PlaceMakers will have no responsibility for any loss or damage resulting from delay. Delay due to circumstances outside the control of PlaceMakers shall not entitle the Customer to cancel any order or refuse to accept delivery;
- the Customer shall ensure site access for deliveries;
- the Customer is deemed to have inspected each good upon accepting delivery;
- the goods shall be deemed to be delivered upon the goods being presented by PlaceMakers kerbside or at the place agreed as the delivery site or from the time PlaceMakers gives possession of the goods to a carrier arranged by the Customer;
- if required by the Customer or a representative to drive on to a property, neither PlaceMakers or any of its carriers accept responsibility for any damage that may result to either the property or the goods.

### 14. Risk:

Each good is at the Customer's risk once within the Customer's possession or control which includes arrival of a PlaceMakers' vehicle delivering the goods at the delivery site or from the time PlaceMakers gives possession of the goods to a carrier (whichever is earlier). If any good is damaged or destroyed prior to risk passing to the Customer, PlaceMakers may promptly repair the good or cancel this contract in respect of that good without penalty or compensation to the Customer.

### 15. Ownership:

- Ownership of the goods remains with PlaceMakers and does not pass to the Customer until the Customer pays all amounts owing to PlaceMakers, in full, whether in relation to goods supplied under these terms or on any other account;
- The Customer waives its right to receive a verification statement in respect of any financing statement registered on the Personal Property Securities Register in respect of the security interest created by these terms;
- PlaceMakers authorises the Customer, in the ordinary course of the Customer's business, to use goods supplied or sell them for full consideration. This authority is revoked immediately if an Event of Default occurs.

### 16. Consumers:

Where the Customer is a "Consumer" and acquires any goods, or holds itself out as acquiring goods, for the purposes of a "Business" (as those terms are defined in the Consumer Guarantees Act 1993 ("CGA")) then to the extent permissible PlaceMakers and the Customer agree that Act is hereby excluded. Otherwise, where the Customer is a Consumer this contract is to be read subject to the terms of that Act.

### 17. Construction Contracts:

In the event that any sale by PlaceMakers is of a product that means the supply is a "construction contract" within the meaning of the Construction Contracts Act 2002 ("CCA") so that the CCA applies to this contract or any sale under it, then there shall be no progress payments and the goods shall be paid for in one lump sum on due date.

### 18. Failure to comply:

If payment in full of any amount payable by the Customer is not made when due, or the Customer breaches any of its other obligations to PlaceMakers, or an Event of Default occurs then PlaceMakers may without prejudice to and in addition to any other rights or remedies exercise all or any of the following rights:

- delay delivery of any goods or supply of any services until the matter is resolved to PlaceMakers' satisfaction;
- suspend or cancel (in whole or in part) this agreement or any other contract between them by written notice to the Customer;
- recover from the Customer, or deduct from or set-off against any amount PlaceMakers may owe the Customer, all amounts for any damage, losses, costs or expenses (including actual legal costs and expenses) arising from the default or non-performance by the Customer;
- charge, and the Customer must pay, default interest at the rate of 18% per annum (calculated on a daily basis until the account is paid in full) and all actual legal costs and other costs and expenses incurred by or on behalf of PlaceMakers in enforcing or defending all or any of its rights;

- by notice to the Customer, require that all the account, whether or not due, is paid immediately and such amounts will then become immediately due and payable.

### 19. Use of information under the Privacy Act 1993 and Privacy Code 2004:

The Customer and any Guarantor agree that any information about them provided at any time to PlaceMakers may be used by PlaceMakers for any purpose connected with its business including (but not limited to) direct marketing, debt collection and credit reporting or assessment. PlaceMakers is authorised to provide such information to any external agency or party for credit information and assessment purposes and that agency or party is hereby authorised to use and continue to use such information as part of their business(es) services. PlaceMakers and the external agency or party may retain and/or use such information for as long as they see fit.

### 20. No assignment:

The Customer may not directly or indirectly assign to any person any of its benefits or burdens in respect of this contract but PlaceMakers may.

### 21. Survival:

Each provision in this contract survives to the extent unfulfilled, and remains enforceable and does not merge, on performance of another provision.

### 22. Waiver:

No delay or failure to act is a waiver. No waiver is effective unless it is in writing. Any waiver of a breach so given, is not a waiver of any other breach.

### 23. Force Majeure:

PlaceMakers is not liable for any failure or delay in performing an obligation in this document if it is due to a cause reasonably beyond its control. Without limiting this clause, such an event shall include the inability of PlaceMakers to supply the ordered product or service due to unavailability.

### 24. Entire agreement:

PlaceMakers and the Customer agree that:

- these terms express the entire understanding between them and the remedies herein provided shall be the available remedies in place of the Contractual Remedies Act; and
- there have been no representations made by or on behalf of PlaceMakers that are relied upon by the Customer.

### 25. Amendment:

PlaceMakers may from time to time amend these terms by posting to the address for service of the Customer a written set of the amended terms. The Customer and any Guarantor(s) agree that the amended terms shall be effective upon posting and are deemed accepted, by the Customer placing any order after the date of posting.

### 26. PlaceMakers:

The Customer is opening an account with or seeking a quotation or estimate from or purchasing goods and/or services from an entity which is entitled to trade under the name PlaceMakers. Provided the Customer is meeting its obligations to PlaceMakers and subject to proof of identity (if requested), the Customer is able to acquire goods from any PlaceMakers stores and charge them to their existing account. However, no other PlaceMakers entity shall be obliged to supply any goods or services to the Customer on credit.

### 27. Interpretation:

In this contract, unless the context otherwise requires or it is specifically otherwise stated:

- "PlaceMakers" means the entity stated in section 1 of the agreement. However, any other entity and/or person (or their successors or assigns to the foregoing) authorised (whether previously, now, or in the future) to trade under the name PlaceMakers and Fletcher Distribution Limited (whether jointly or severally) shall be entitled to rely upon these terms as if applying to them. PlaceMakers may assign its rights under this agreement;
- "Customer" means the person (s) stated in section 2 of the agreement;
- if the Customer comprises more than one person, each of those person's liability and agreement herein is joint and several. Where the Customer is a trust, the trustees liability shall not be limited to the assets of the trust;
- "Amount Owing" means the price charged by PlaceMakers for any order, the goods and/or services, and any other sums which PlaceMakers is entitled to charge under these terms;
- an "Event of Default" means an event where the Customer fails to comply with these terms or any other contract with PlaceMakers; or the Customer commits an act of bankruptcy; or the Customer enters into any composition or arrangement with its creditors; or if the Customer is a company the Customer has done or does anything which would make it liable to be put into liquidation; or a resolution is or has been passed or an application is or has been made for the liquidation of the Customer; or a receiver, voluntary administrator or statutory or official manager is or has been appointed over all or any of the Customer's assets;
- "goods" includes any product, equipment, inventory, material or other item supplied by PlaceMakers to the Customer, and includes the goods described or referred to in any relevant delivery docket, invoice or the like, which shall form part of this contract;
- "services" includes any systems, know how, advice, use of software or other proprietary material or advisory functions;
- references to a party or a person includes any form of entity and their respective successors, assigns and representatives;
- any reference to a time or time period shall mean that the time or time period is of the essence;
- "address for service" means the address shown in section 2 of the agreement and includes any method of service permitted by the Companies Act 1993 on a company.