



PAC APPRENTICE TRADE CASH ACCOUNT

OVERVIEW

1. What is the PAC Apprentice Trade Cash Account about?

Effective 1st November 2017, all PAC members have access to discounts on purchases made at PlaceMakers stores.

Purchases are to be made in cash or via EFTPOS only and apply to in-store (off-the-shelf) products on selected product lines and ranges. There are two levels of discount:



ONGOING DISCOUNTS ON SELECTED SAFETY GEAR AND HAND TOOLS

- 20% OFF** Selected Showa and Magnus Gloves, plus more
- 15% OFF** Selected Big Brand Hand Tools
- 20% OFF** Selected John Bull Safety Boots

EVERYDAY DISCOUNTS ON SELECTED OTHER RANGES

- 10% OFF** Selected off-the-shelf products on other product ranges in-store
Exclusions apply*
- 15% OFF** Selected Fastenings and Structural Timber

*Exclusions include: 'Great Rates', Appliances, Pallets, Landscaping Timbers, Fencing, Decking, Books. Discount applies to in-store product only and excludes special orders and trade quantities.

2. How will it work?

Head into your local PlaceMakers branch and quote your mobile phone number. This will help us find your details and the discount will be applied to the applicable products. No need to quote your PAC member number.

- Effective 1st November 2017, all current PAC members on record can visit a PlaceMakers store and receive the relevant discount when purchasing off-the-shelf products via cash or EFTPOS.
- All new members, who join after 1st November 2017, will be eligible for the discounts within two working days of signing up. We will be in touch to let you know when you're ready to go.

3. Who can I contact if I have any questions?

Send us an email to pac@placemakers.co.nz; alternatively message us via the online hub or our Facebook page. We'll aim to come back to you on the same day (applies Monday to Friday - unless it's a public holiday or during the Christmas shut down period).



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TERMS & CONDITIONS OF SALE

By purchasing off-the-shelf products (Goods) from PlaceMakers on the trade cash account specially set up for PAC members, you, the PAC member (and Customer), agree that the following Terms of sale will apply to the supply of those Goods and to any quotation or estimate given, by or on behalf of PlaceMakers. These Terms replace any previous arrangements or understandings relating to supply by PlaceMakers (or any other entity authorized to trade under the name PlaceMakers) to you, the Customer. Unless otherwise specifically agreed in writing by PlaceMakers, where any Terms of the Customer's order or any request for supply are inconsistent with these Terms, then these Terms will prevail. Any variations or additions to these Terms not expressly agreed in writing by PlaceMakers are expressly rejected by PlaceMakers.

ACCOUNT TERMS:

1. The offer of the discounted rate, set up against the trade cash account specially created for PAC members, is only open to the PAC member whose details are on record as having signed up to PAC and is not transferrable to anyone else.
2. Purchases are to be made in cash or via EFTPOS only and apply to in-store (off-the-shelf) products on selected product lines and ranges

Exclusions include:

- Products where special quoted pricing applies
 - Trade quantities
 - Products marked as 'Great Rates'
 - Appliances, Pallets, Landscaping Timbers, Fencing, Decking, Books
 - Local branch promotions, like discounts for damaged goods, marquee sales or expos
 - Frames, trusses & mid floors
 - Freight costs
 - Ready mix concrete
 - PlaceMakers Gift Cards
3. PlaceMakers may at any time withdraw, suspend or alter the discount facilities on the trade cash account without notice at its sole discretion. In the event that the discounted rate will no longer be available for whatever reason, PlaceMakers will make every effort to communicate this to each affected PAC member beforehand. Communication may include the PAC email newsletter, the PAC online hub (pac.placemakers.co.nz) and the PAC Facebook page.
 4. It is the PAC member's responsibility to ensure that their personal contact information is kept up to date, to enable PlaceMakers to reach them directly should the need arise. PAC members can send any updated information via the contact form on the PAC online hub to each account holder beforehand. Communication may include the PAC email newsletter, the PAC online hub (pac.placemakers.co.nz).

QUOTATIONS/ESTIMATES AND ORDERING

5. A quotation or estimate will not constitute an offer to sell Goods to the Customer. No contract for the supply of Goods shall exist between PlaceMakers and the Customer until a Customer's order for Goods has been accepted by PlaceMakers (such acceptance of Customer's orders may be made and communicated by PlaceMakers in writing, orally or by an overt act of acceptance).
6. All quotes, estimates and pricing, unless expressly stated otherwise, are deemed to be estimates only and are based on rates and charges in effect at the date of issue.
7. Any increase in the costs of any items (including change in currency exchange rates) affecting the cost of supply, production and/or delivery of the Goods will be added to the price of the Goods payable by the Customer. At its discretion, PlaceMakers may remove any discount provided in an estimate or order where there is a reduction in quantities actually purchased. Quotes and

estimates may be subject to such further Terms as are expressly set out in the quote or estimate.

8. The Customer may cancel an order accepted by PlaceMakers if the Customer provides reasonable written notice (which may be by email to the email address of an authorised representative of the PlaceMakers store at which the order was placed) of such cancellation prior to Delivery and the Goods form part of PlaceMakers' standard stock in trade and are not special orders.
9. If the Customer requires a variation to an order (including for any changes in quantities, measurements or specifications or nature of the services required or as a result of any inaccuracies or misstatements in the information provided to PlaceMakers), the Customer acknowledges such variation may result in a delay delivery of the Goods or an increase in the price specified in the order.
10. Goods are offered subject to availability. PlaceMakers may substitute a similar good to that ordered provided it obtains prior approval from the Customer prior to the time of supplying the substituted good. It is the responsibility of the Customer to ensure that any proposed substituted good is acceptable.
11. The Customer is solely responsible for the accuracy of plans, specifications and information supplied by (or on behalf of) the Customer upon which a quotation/estimate/order or estimate of materials is based. All customary building industry tolerances shall apply to the dimensions and measurements of Goods unless PlaceMakers and the Customer agree otherwise in writing.

PRICING AND PAYMENT

12. The price of the Goods will be the price current on the date of Delivery of the Goods, unless otherwise expressly agreed in writing by PlaceMakers.
13. Unless stated otherwise in writing, all prices are exclusive of any GST (and other taxes and duties (if any)) payable on the Goods and such taxes are payable by the Customer in addition to the price.
14. PlaceMakers may vary its pricing from time to time without notice to the Customer. Any variation will be effective from the date specified by PlaceMakers and will apply to all orders accepted by PlaceMakers on or after that date.
15. The price of the Goods excludes the cost of delivery, which is payable in addition to the price.
16. As this is a trade cash account, payment for the Goods (together with any other amounts owing to PlaceMakers) must be made in cash or Eftpos prior to Delivery. No cheques will be accepted.

DELIVERY

17. Unless otherwise agreed in writing, delivery of the Goods will be deemed to be effected upon the transfer of possession of Goods to the Customer (or its representative or carrier) at PlaceMakers' premises, or where PlaceMakers has agreed to deliver the Goods, upon the unloading of Goods by PlaceMakers at the curb side at the Customer's delivery address.
18. Delivery of Goods may be made by instalments. Each instalment



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shall be treated as a separate contract subject to these Terms.

19. Any times quoted for delivery are estimates only and PlaceMakers will not be liable for any delay in Delivery, whether or not beyond its control. Late Delivery does not entitle the Customer to cancel any order or part order or to refuse to accept Delivery.
20. Where PlaceMakers has agreed to deliver the Goods, the Customer must provide adequate safe and unobstructed access for Delivery and adequate facilities for unloading and storage of Goods (including in compliance with the Health & Safety in Employment Act 1992 and Hazardous Substances and New Organisms Act 1996, as applicable). If required by the Customer or a representative to drive on to a property, neither PlaceMakers nor any of its carriers accept responsibility for any damage that may result to either the property or the Goods.
21. If the Customer fails or refuses to take delivery of the Goods at an agreed delivery time, any liability or cost incurred by PlaceMakers as a result of the refusal or delay in delivery shall form part of the Secured Indebtedness and shall be paid immediately by the Customer upon demand. Unless PlaceMakers has agreed to deliver the Goods, any Goods not uplifted by the Customer after 90 days of Delivery may be sold or otherwise disposed of by PlaceMakers and all sale proceeds may be retained by PlaceMakers without any obligation to account to the Customer. Where the Customer is uplifting the Goods, it must ensure that it and its employees and agents, if applicable, comply with all PlaceMakers health and safety policies made known to it or as directed by PlaceMakers staff from time to time.
22. The Goods will be deemed accepted upon Delivery unless the Customer notifies PlaceMakers in writing of any defects, errors or discrepancies within 7 days of Delivery, provided PlaceMakers is able to inspect the Goods to confirm the defect, error or discrepancy.

RETURNS

23. PlaceMakers at its absolute discretion may allow the Customer to return new Goods to the PlaceMakers store which sold the Goods, provided such Goods were purchased within the previous three months and remain in re-saleable condition with the exception of Goods which are not a standard in stock item of PlaceMakers, purchased on hire purchase or any tinted paint. A return fee may apply.

WARRANTIES AND LIABILITY

24. Where the Customer is a "Consumer" under the Consumer Guarantees Act and acquires any Goods, or holds itself out as acquiring Goods, for the purposes of a "Business" (as those terms are defined in the CGA) then to the fullest extent permissible by law PlaceMakers and the Customer agree the CGA Fair Trading Act and any other applicable consumer law is hereby excluded. Otherwise, where the Customer is a "Consumer" these Terms are to be read subject to the terms of the CGA.
25. Subject to clause 23, and to any express warranties given by PlaceMakers (or the manufacturer of the Goods) to the Customer in writing, all conditions, warranties, descriptions, representations and statements as to fitness or suitability for any purpose, workmanship, tolerance to any conditions, merchantability or otherwise, express or implied, are expressly excluded to the fullest extent permitted by law.
26. The sale of any Goods 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.
27. PlaceMakers will not be liable in respect of Goods that have been tampered with or modified without PlaceMakers' approval or which have been stored in an improper manner.
28. For Goods that the Customer is entitled to reject (pursuant to

clause 23) or PlaceMakers liability for breach of a non-excludable condition, warranty or any other liability, is limited at PlaceMakers' option to:

- (a) repairing the Goods;
 - (b) replacing the Goods; or (c) refunding the price of the Goods.
29. To the fullest extent permitted 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, or special damage, direct loss, indirect loss, economic loss of any kind (including loss of profits and expectation loss), any other loss or costs (including legal and solicitor/client costs) caused or contributed to by PlaceMakers or any of its agents or employees in respect of any Goods or Services supplied or any quotation or estimate given. Without limiting the foregoing, PlaceMakers has no responsibility or liability for any dangerous good(s) or any contaminant, ozone depleting or hazardous substance in or emitted by any Goods.

PRODUCT SAFETY

30. The Customer must ensure that:
 - (a) all Goods are handled and used in accordance with any safety directions or guidance notes which are supplied with the Goods;
 - (b) any safety features of the Goods are not interfered with, modified or disabled;
 - (c) all Goods are used under appropriate supervision and with appropriate training;
 - (d) any staff or agents using or handling the Goods are instructed to comply with subclauses (a), (b) and (c); and (e) it informs PlaceMakers if there is any suspected design or manufacturing fault that may affect the safety of the Goods in a work place.
31. The Customer acknowledges that:
 - (a) failure to comply with clause 31 may invalidate any express warranty given by PlaceMakers;
 - (b) PlaceMakers does not warrant or represent the suitability of any good, service, design, person or organisation for the Customer's use;
 - (c) 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;
 - (d) 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.

PRODUCTS MANUFACTURED BY PLACEMAKERS

32. Where the Goods include prefabricated building materials manufactured by PlaceMakers' Related Companies:
 - (a) The Customer must ensure all beams are propped while exposed to weather following Delivery.
 - (b) The Customer will (or will require its customer to), read the pre-cuts plans provided on Delivery in conjunction with all relevant architectural plans and consents, and must check all trim sizes and braces on site before enclosing the building.
 - (c) The Goods will be deemed accepted unless the Customer notifies PlaceMakers in writing of the shortfall, defect or error within 7 days of Delivery or before enclosing the relevant building containing the Goods whichever is earlier. Such notice must include a remedial works sheet completed and signed by the Customer and an authorised representative of the relevant PlaceMakers entity who has inspected the Goods.
 - (d) The Customer warrants all plans, drawings, specifications and other design information provided by or on behalf of the Customer for the manufacture of the Goods are accurate and correct in all respects and do not infringe upon the intellectual property rights of any third party.



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(e) Neither PlaceMakers nor any Related Company of PlaceMakers warrant the design and specifications of the Goods comply with the requirements of the New Zealand Building Code and other relevant legislation or regulations. The Customer is solely responsible for (and has full liability in respect of) ensuring the particular Goods specified in the Customer's order (and the accompanying plans and specifications) are suitable for the environment in which they will be installed and comply with the New Zealand Building Code.

(f) PlaceMakers will not accept any claims for remedial work unless a written remedial works sheet has been completed, accepted and signed by the Customer (or the Customer's customer) and a PlaceMakers representative who has inspected the relevant Goods.

(g) if the Customer on-sells the Goods it will contract out of the CGA (and any other consumer law) to the extent permissible by law effectively and in writing whenever the Goods are on-sold for the purposes of the Customer's customer's business.

(h) Further Terms may apply as set out in the estimate or order for Goods.

33. If the Customer on-sells Goods manufactured by PlaceMakers' Related Companies it will:

(a) not give any express guarantees or make any representations on behalf of the relevant PlaceMakers' Related Company as manufacturer of the Goods, without PlaceMakers' written consent;

(b) advise its customers to comply with clause 32 (to the extent relevant); and

(c) contract out of the CGA (and any other consumer law) to the extent permissible by law effectively and in writing whenever the Goods are on-sold for the purposes of the Customer's customer's business.

SERVICES

34. Where PlaceMakers has agreed, at the request of the Customer, to provide Installation Services the Customer must:

(a) provide PlaceMakers, its agents, employees and subcontractors with suitable access to the premises (including for any necessary vehicles and equipment) and an electrical supply and other amenities reasonably required to perform such Installation Services;

(b) ensure the premises comply with all applicable laws, particularly those laws relevant to the health and safety of those persons performing the Installation Services;

(c) ensure the premises are in a state ready for the Installation Services and are structurally sound;

(d) obtain (at its cost) any necessary permits, licences, consents and approvals required for the performance of the Installation Services in accordance with all applicable laws;

(e) provide safe and secure storage at the premises for materials and equipment used in providing the Installation Services;

(f) ensure that all other trades persons at the premises (other than PlaceMakers employees or subcontractors) carry out works in accordance with all applicable laws and industry standards and cooperate reasonably with PlaceMakers employees and subcontractors;

(g) accept (or otherwise) the installation of the relevant product prior to any external claddings or linings being installed (if applicable) or prior to any other work being performed that may restrict access to the installed products.

(h) in the event an independent contractor is engaged to carry out all or part of the Installation Services:

(i) agrees it appoints PlaceMakers as the Customer's agent to enter into a contract with the contractor for the provision of Installation Services on such terms as PlaceMakers deems appropriate in its discretion; and

(j) fully reimburse PlaceMakers for the cost of the contractor.

35. Where PlaceMakers has agreed, at the request of the Customer, to provide building design services and/or to provide an estimate of the quantity of materials required in relation to the Customer's building plans:

(a) the Customer is solely responsible for the accuracy of any plans, specifications and other information supplied by (or on behalf of) the Customer;

(b) under no circumstances will PlaceMakers be liable for any errors or discrepancies in design or in the quantities estimated;

(c) to the maximum extent permitted by law PlaceMakers expressly excludes all warranties, guarantees, representations or conditions as to fitness for purpose, time of completion, standard of workmanship or otherwise (whether or a like nature or not) and whether express or implied by law, trade custom or otherwise;

(d) further Terms may apply and will be advised by PlaceMakers at the time; and

(e) PlaceMakers liability for breach of a non-excludable condition or warranty is limited to the price paid for the services.

PRIVACY

36. PlaceMakers may at any time collect, hold and use information relating to this trade cash account application for any purpose connected with its business including (but not limited to) direct marketing, debt recovery, credit reporting or assessment, including collecting information from, and disclosing information to, Related Companies, external credit reporting agencies, trade referees and other third parties. Information disclosed by PlaceMakers to credit reporting agencies will be disclosed on the basis that it will be held and used by such agencies to provide credit reporting services. Under the Privacy Act 1993, individuals have rights to access to, and request correction of, their personal information by contacting the PlaceMakers store where the trade cash account acknowledgement form was handed in or by contacting PlaceMakers via the online contact form on the PAC hub (pac.placemakers.co.nz).

REVIEW OF TERMS

37. PlaceMakers may vary these Terms at any time by publishing the varied terms on the PAC hub (pac.placemakers.co.nz). Goods ordered after the date of the publication of the varied terms will be subject to the variation and the placing of the order shall be deemed to be an acceptance of such varied Terms.