



The Warehouse Limited: Changes to our General Terms of Trade for Local Supply

The Warehouse has updated its terms of trade. The new terms of trade will apply from 9 October 2009. A copy is available from our website www.thewarehouse.co.nz. The following table summarises the key changes from the previous terms. This document is also available on our website.

If you have any questions, please contact your usual representative at The Warehouse.

Subject	Previous terms before 9 October 2009	New terms from 9 October 2009
Policies	Either set out in the terms of trade or referred to in the terms of trade and available on our website.	All our policies are available on our website. It is the supplier's responsibility to familiarise itself with all relevant policies. Policies will be updated from time to time.
Workplace Standards (overseas suppliers)	General requirement to comply with our workplace standards (as set out in the terms and our workplace standards policy).	All new private label suppliers and those suppliers we choose must comply with our workplace standards policy at the time of supplying a RFP/tender submission or otherwise within 5 days of us placing our first order with the new supplier. Existing private label suppliers and suppliers negotiating to supply us will be given 60 days to comply with the workplace standards policy.
Workplace Standards – Monitoring	We may inspect the supplier's premises to ensure compliance with workplace standards.	We may audit or inspect the supplier's premises to ensure compliance with workplace standards at the supplier's cost.

Subject	Previous terms before 9 October 2009	New terms from 9 October 2009
Form of Purchase Orders	Purchase orders (or variations to purchase orders) placed by email or over the phone.	Purchase orders or variations must be in writing and placed using The Warehouse purchase order form.
Late Delivery Penalties	Late delivery penalties set out in the purchase order.	There are specific late delivery penalties that we may impose depending on the circumstances.
Title	Title in products passes to us when we have paid for the products.	Title in products passes to us upon delivery to us or payment by us, whichever occurs sooner.
Registration of Security Interests	Not dealt with.	Suppliers are not permitted to register a security interest on the Personal Property Securities Register and must remove a registered security interest at our request.
Supplier Invoices - Format	Invoices accepted by us in any written format.	Invoices must be supplied to us electronically in UBL or EDIFACT standard. Otherwise, a processing charge may apply.
Supplier Invoices - Content	Not dealt with.	Invoices must contain our purchase order number, your GST number (if applicable) and your bank account details to enable prompt payment.
Payment Terms	Agreed payment terms shown on purchase order form. For overseas, payment by TT or LC and, for local by EFT.	Payment terms will be set out in purchase order form. Overseas payments are made by TT (not by LC). Local payments are made by EFT or DC.
Prices	Prices for overseas suppliers' products quoted in all acceptable currencies.	Prices for overseas suppliers' products must be in USD.

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Price Increases	Not dealt with.	Three months' notice of any proposed increase is required, and the supplier must provide documents supporting any proposed increase.
Rebates and similar discounts	Invoiced separately by us to the supplier.	Deducted from payment to supplier and any balance is payable by the supplier in 7 days.
Products Discontinued by Supplier	Not dealt with.	Three months' notice is required if any product is to be discontinued.
Returned or Recalled Products	We make a claim against the supplier for our costs incurred in dealing with the products.	Supplier must refund the price paid of products and bear all costs associated with returning, recalling or destroying the products.
Variations to General Terms of Trade and pricing and other specific terms	Not expressly dealt with.	Must be in writing and signed by both The Warehouse and the supplier and set out in the form of our "Specific Terms" document.

