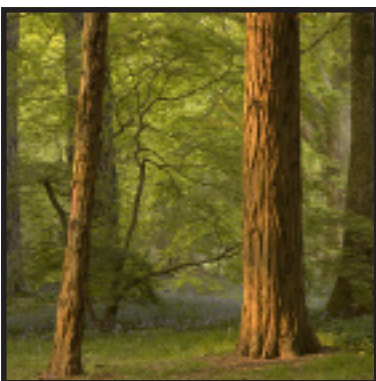


International Plywood



Account Application Form

International Plywood

APPLICATION TO OPEN A CREDIT ACCOUNT

PART A

FULL COMPANY TITLE: _____

FULL TRADING TITLE: _____

LENGTH OF TIME TRADING UNDER THIS TITLE: _____

REGISTERED OFFICE ADDRESS: _____

TEL NO: _____

EMAIL: _____

COMPANY REGISTRATION NO: _____

NAME OF DIRECTORS: _____

TYPE OF BUSINESS: _____

PARTNERSHIPS & SOLE TRADERS

PART B

NAME: _____ NAME: _____

ADDRESS: _____ ADDRESS: _____

DATE OF BIRTH: _____ DATE OF BIRTH: _____

TEL NO: _____ TEL NO: _____

LENGTH OF TIME YOU HAVE BEEN TRADING: _____

IF YOU HAVE EVER TRADED UNDER ANY OTHER NAME PLEASE GIVE DETAILS:

TYPE OF BUSINESS: _____

TRADE REFERENCES

PART C

PLEASE GIVE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF 2 REFEREES:

TEL NO: _____ TEL NO: _____

FAX NO: _____ FAX NO: _____

BANKERS

NAME: _____

ADDRESS: _____

ACCOUNT NO: _____

CREDIT: Please state amount of average monthly credit required

£ _____

GENERAL INFORMATION

ADDRESS FOR INVOICES: _____

TEL NO: _____ CONTACT: _____

IS AN OFFICIAL ORDER NUMBER ISSUED FOR PURCHASE? YES/NO

DELIVERY ADDRESS: _____
(IF DIFFERENT)
FROM ABOVE
ADDRESS) _____

International Plywood

PLEASE COMPLETE THE SECTION BELOW:-

I HEREBY ACKNOWLEDGE RECEIPT OF INTERNATIONAL PLYWOOD (IMPORTERS) LTD TERMS AND CONDITIONS OF TRADING (ATTACHED), AND AGREE TO ABIDE BY THEM.

****YOUR ATTENTION IS DRAWN TO CLAUSES 7 & 12 OF OUR TERMS AND CONDITIONS****

SIGNED: _____ *POSITION: _____

FOR & ON BEHALF OF
(ENTER COMPANY NAME)

*PLEASE NOTE WE REQUIRE THE SIGNATURE OF A DIRECTOR/PARTNER

DATA PROTECTION:

INTERNATIONAL PLYWOOD (IMPORTERS) LTD WILL MAKE A SEARCH WITH CREDIT REFERENCE AND / OR CREDIT INSURANCE AGENCIES, WHICH WILL KEEP A RECORD OF THAT SEARCH AND WILL SHARE THAT INFORMATION WITH OTHER BUSINESSES. WE MAY ALSO MAKE ENQUIRIES ABOUT THE PRINCIPLE DIRECTORS / PARTNERS / SOLE TRADERS WITH A CREDIT REFERENCE AND / OR CREDIT INSURANCE AGENCY.

CUSTOMER:

**I/WE* AUTHORISE CREDIT SEARCHES WITHIN THE DATA PROTECTION ACT 1998.
* DELETE AS APPROPRIATE**

SIGNED (BY AN AUTHORISED SIGNATORY) _____

DATE: _____

PLEASE RETURN THE COMPLETED FORMS TO:

**INTERNATIONAL PLYWOOD (IMPORTERS) LIMITED
INNSWORTH TECHNOLOGY PARK,
INNSWORTH LANE, GLOUCESTER,
GL3 1DL**

Terms and Conditions

1. All transactions are based upon and are subject to the terms and conditions printed below which shall prevail over any other terms and conditions, and herein "the Company" shall mean INTERNATIONAL PLYWOOD (IMPORTERS) LTD.

2. PAYMENT

i) All prices quoted are exclusive of Value Added Tax where applicable.

ii) Accounts must be paid Nett cash not later than 30 days following the date of invoice in which the account was sent to you unless agreed otherwise in writing.

iii) Interest will be charged on all sums overdue at the rate of 2% above Bank of England minimum lending rate for the time being in force calculable from day to day to run both before and after any judgement.

3. DELIVERY

i) Delivery dates are given in good faith but any time or date named by the Company for delivery is an estimate only and the Company can accept no liability whatsoever for any damages or loss, whether direct or consequential which may be caused by any delay in delivery.

ii) All sales to arrive shall be subject to shipment and safe arrival, but you shall have no right to rescind the Contract on the grounds only that delay in delivery has occurred. Any variation in the total of the war risk insurance rate or of any charge, tax levy, duty or imports on the goods shall be your expense unless otherwise agreed in writing.

iii) Unless expressly agreed in writing to the contrary the Company shall make such arrangements for carriage at your expense as it thinks fit.

iv) Delivery of the goods shall be taken within fourteen days of the time or date named by the Company for delivery (without prejudice to Clause 3(i) hereof) or within fourteen days of the company notifying you that the goods are available for delivery whichever is the later and for this period only the goods will be stored by the Company rent free but thereafter rent will be charged at the rate of £4.00 per tonne per week or part thereof.

4. OVER OR UNDER SUPPLY OF GOODS The Company shall be entitled to supply not exceeding 10% more than the exact quantity ordered by you or in the case of shortage not to make good the deficiency of goods ordered, payment in either case to be made pro rata and without payment to you of any compensation whatsoever for any direct consequential loss you may suffer.

5. FORCE MAJEURE

Should the manufacture or delivery of any goods or constituent parts thereof, whether by the Company, or by any contractor, or by any carrier, be prevented or hindered directly or indirectly by fire, the elements of civil commotion, strikes or lock outs, industrial dispute, shortage of raw materials or fuel, the late receipt or your specification or other necessary information, acts, orders or regulations of Government, delay on the part of any contractor or sub-contractor or supplier or carrier or any other cause whatsoever beyond the reasonable control of the Company, then the Company shall have the option to suspend or cancel any obligation then unperformed without prejudice to the Company's right to payment in respect of any goods supplied or services rendered prior to such suspension or cancellation and without payment to you of any compensation whatsoever for any direct or consequential loss you may suffer.

6. EXCLUSION OF TERMS AND REPRESENTATIONS

a) Otherwise than as provided by these printed "Conditions" no condition, warranty, term or any representation whatsoever is to be implied or is expressed with regard to any goods supplied to you by the Company unless

i) It is in writing

ii) It is expressly stipulated that the condition, warranty, term or representation is agreed or is made and is to apply and notwithstanding this Clause.

b) Without prejudice to the generality of the foregoing it shall NOT be a term of any transaction for the supply of goods that the goods

i) Correspond with any description and/or sample and/or

International Plywood

ii) Are fit for any particular purpose, unless the Company has specifically agreed otherwise in writing and in accordance with Clause 6 (a).

7. REJECTION OF DEFECTIVE GOODS

i) If you allege that any goods or any part thereof supplied by the Company are not of merchantable quality or fit for their purpose or not in accordance with their description or sample (and whether the Company has expressly agreed any such condition warranty term or representation in accordance with Clause 6 hereinbefore or not) then you MUST:

a) Give written notice of the alleged defect to the Company within seven working days of delivery of the goods to you AND

b) Despatch in unbroken bulk or, in the case of plywood or particle board, with marked battens on the packages, the allegedly defective goods to the Company within three weeks of delivery of the goods to you unless specifically agreed otherwise in writing; if you fail to return the goods in accordance with the foregoing, then you will lose any right which you might have to reject the goods or to claim damages or to rescind any agreement.

ii) The Company undertakes in respect of any goods returned in accordance with the foregoing provisions and acknowledged by the Company to be goods which you are entitled to return by reason of a liability of the Company pursuant to Clause 6 hereinbefore to accept a return of those goods and at the Company's option either to

a) Repay or allow you the invoice price thereon and any transport costs between the place of delivery and such place of return as shall be nominated by the Company and which have been borne by you or

b) Replace the goods as soon as may be reasonably practicable and re-deliver the goods at the Company's expense.

The above mentioned undertaking is given and shall be accepted by you in lieu of any other legal remedy

iii) If you fail to notify the Company of the alleged defects and/or fail to return the goods in accordance with the foregoing

provisions of this clause, you will be deemed to have accepted the goods and to have no right to reject the goods or to pursue any legal remedy whatsoever against the Company in respect of the goods.

iv) The Company shall in no circumstances whatsoever be liable for any labour, damages or other expenses whether direct or consequential, which may be incurred by you or any other person by reason of defective goods having been supplied or for damage loss or injury as a result of the incorrect use or treatment of the goods.

8. CANCELLATION AND AMENDMENT OF YOUR ORDER

No order placed by you or your agent may be cancelled or amended unless it is specifically agreed in writing or except in accordance with the provisions of clause 10 of this contract.

9. PRICE VARIATIONS

i) If delivery of the goods is delayed at your request for more than 30 days after the date named by the Company for delivery the Company will be entitled to increase the price of the goods if appropriate to the effective price then being charged for like goods at the actual date of delivery.

ii) The Company reserves the right, by giving notice to you at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as but without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, or materials) or which is due to any alteration in your order if agreed by the Company in accordance with Clause 8 hereof.

10. If you shall make default in or commit any breach of your obligations to the Company, or if you shall commit any act of bankruptcy or shall have any execution or distress levied upon any of your goods or property, or being a Limited Company shall go into liquidation, other than voluntary liquidation for the purposes of amalgamation or reconstruction, or have a Receiver or Administrator

appointed of your property or assets or any part thereof, the Company shall have the right forthwith to determine any contract then existing without prejudice to any claim or right we might otherwise make or exercise and without payment to you or any Receiver or Liquidator or Administrator of any compensation whatsoever for any direct or consequential loss you or they may suffer.

11. PASSING OF RISK

Risk in the goods shall pass to you forthwith upon the goods being loaded onto a Carrier's vehicle or where the Company is acting as carrier then forthwith upon being loaded onto the Company's vehicle for delivery.

12. RETENTION OF TITLE TO GOODS

Until the entire purchase price of the goods or work and materials comprised in this or any other contract between you and the Company shall have been paid or satisfied in full:

a) The goods comprised in this contract shall remain the property of the Company, notwithstanding the delivery of the same and the passing of the risk therein.

b) The Company may at any time recover and resell the goods (even if in your possession) if any of the events specified in Clause 10 of this Contract shall occur and/or if any sum owed by you to the Company is not paid on the due date and for the purposes of this Clause, the Company's servants and agents, together with appropriate transport may enter upon your premises where the goods are situated and removed the same and the Buyer agrees for this purpose to store the goods in the containers or packaging in which they were supplied by the Company so that they are identifiable as belonging to the Company.

c) You shall possess all goods comprised in this Contract as bailee of and in trust for the Company.

d) You have the right to dispose of the goods in the ordinary course of your business for our account and to pass title in the goods to your customer, being a bona fide purchaser

for value without notice of the Company's rights, but your right to sell the goods shall cease automatically upon the occurrence of any of the events in Clause 10 of this contract.

e) In the event of any disposal of the goods by you, the proceeds of the sale shall be held by you in trust for the Company, but you shall be entitled to retain for yourself therefrom any excess from the amount outstanding under this or any other contract. In addition, the Company is entitled to recover from your customer such proceeds of the sale unpaid by your customer provided that we shall return to you any moneys recovered in excess of the amount then owed by you to the Company on any contract, the Company being entitled to deduct from such excess the costs and expenses incurred by us in the recovery of such moneys.

f) Nothing in this clause shall:

i) Entitle you to return the goods or delay payment thereof (except in accordance with Clause 7 of this Contract).

ii) Constitute or be deemed to have constituted you as the Company's agent otherwise than for the purpose of this clause.

iii) Render the Company liable to any party for any representation or warranty made or given by you to any party in relation to the goods unless the Company has authorised you to do so in writing.

13. PROCESSING OF GOODS

If it is agreed that the goods supplied under the Contract are to be processed by the Company, the Company shall make such arrangements for processing as it thinks fit and if processing is carried out by a Third Party then the operation shall be subject to the Standard Terms and Conditions of the Third Party.

14. LAW

The Contract and its performance shall in all respects be construed and operate in conformity with English Law, and the English Courts shall have jurisdiction.