



Welcome to TIC Reverse Logistics™ !

Thank you for your enquiry regarding Reseller Registration for TIC Reverse Logistics™ – Australia's primary source of department store return, faulty, damaged, recall and excess merchandise

In order to proceed with your Registration we would be grateful if you could **complete and return to us** the following documents, which once approved will enable us to add you as an Authorised Reseller and gain access to our Sales website as an authorised user (please note that there is absolutely no cost or obligation attached to this process):

1. Letter of Introduction:

A brief 1-page summary, on letterhead, which should include the following key points:

- > summary of business, brief description and history
- > details of directors / principals
- > business details (i.e. ABN, address) and contact details
- > intended selling / marketing / distribution arrangements
- > confirmation of intended export arrangements if relevant (ie: if sales will take place outside of Australia)
- > that you understand and accept that certain designated branded goods are subject to "Deface / Detag" requirements prior to being offered for resale
- > that you agree not to sell merchandise purchased in open markets
- > that you agree not to sell on eBay

You may also wish to include the address or link to your business website if you have one

2. Reseller Application Forms [RAF] (attached):

- > **Kmart & Target** – covers Kmart & Target
- > **TIC Reverse Logistics* (TRL)** – covers all other Brands
 - * Both above versions of the standard RAF must be completed and returned
- > **Export Sales Agreement** – *only required if you intend to sell goods overseas*

Please don't hesitate to contact me should you have any questions – our Sales Direct telephone number is (03) 9393 3707, or from outside Australia +613 9393 3707

We look forward to hearing from you shortly!

Kind Regards,

Brendan Lotkin | Sales Manager

TIC Sales (Asset Recovery)
phone: (03) 9393-3707 | fax: (03) 9392-0020
e-mail: ticsales@ticgroup.com.au | website: www.ticsales.com.au

TIC Reverse Logistics - A Unique and Profitable Partnering Opportunity

TIC Reverse Logistics provides some of Australia's largest retail chains with full management services for their inventory returns and asset recovery processes. This includes the collection, transportation, claims management, warehousing, remarketing and resale of store return, used, damaged, faulty, recalled and excess inventory across the full range of retail department and hardware store categories (non-grocery).

We seek to establish ongoing business relationships with both domestic Australian and offshore trading partners who will purchase store-return and other ex-retail inventory, in bulk lots, on a regular basis.

Merchandise lots are offered for sale "as is" in bulk to our network of approved buyers. Goods are sold at a negotiated percentage of the list cost price through an online offer process. Customers can select products by type, brand or other variables across the full spectrum of retail department store categories. Standard product categories include:

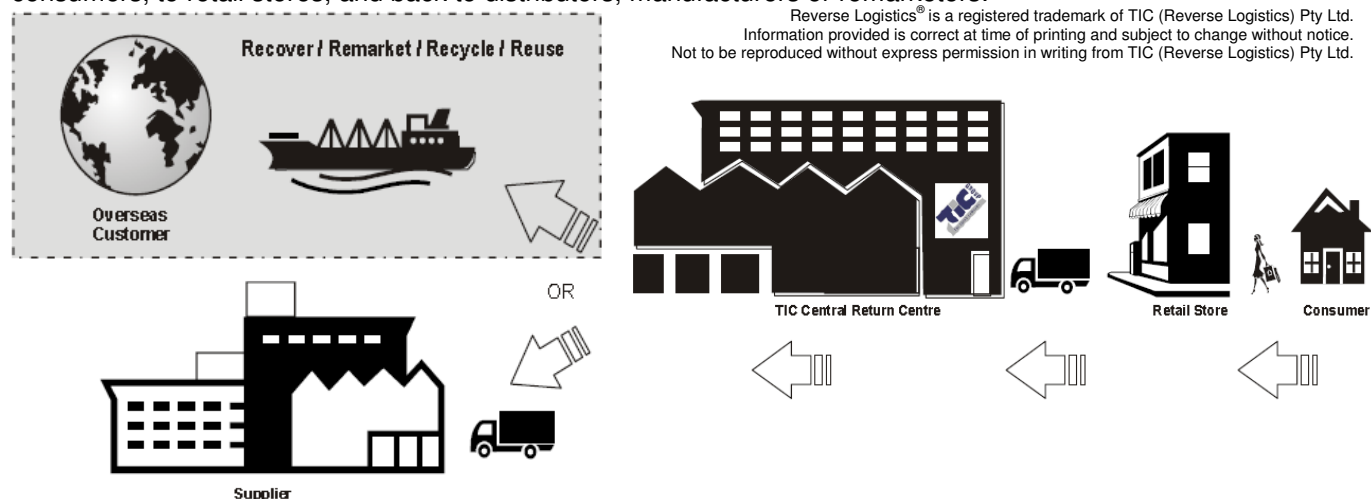
Car / Outdoor Living	Clothing	Ladieswear	Menswear
Electrical Appliances	Electronics	Footwear	General Merchandise
Home Interior	Homewares – Hard	Homewares – Soft	Outdoor Activities
Specialty	Sports Recreation	Toys	Whitegoods

The TIC Asset Recovery ("Salvage") Process

- > Each week newly sorted merchandise parcels are added to our extensive online database
- > Registered customers can login and browse the full range of available salvage inventory boxes, and drill-down to view detailed manifest and total value information
- > Each parcel contains merchandise of one category
- > Parcels are usually a single jumbo box (on a standard shipping pallet), approx. 1.2 x 1.2 x 1.2m
- > Bulk lots of excess, recall and clearance merchandise are also listed
- > Customers submit bids on parcels that interest them and successful bidders notified
- > Once payment is confirmed, parcels are readied for collection from nominated pick-up depot

What is "Reverse Logistics®"?

The term **Reverse Logistics®** is used to describe the process and mechanisms ("*logistics*") of the flow of merchandise backwards ("*reverse*") through normal product distribution channels – in other words, from end-user consumers, to retail stores, and back to distributors, manufacturers or remarketers.



TIC (Reverse Logistics) Pty Ltd

ABN 86 080 153 680

214 Blackshaws Road Altona North Vic 3025 Australia

Tel: (+61 3) 9393 3707 Fax: (+61 3) 9392 0020

www.ticsales.com.au



TIC (Reverse Logistics[®]) Pty Ltd

Terms & Conditions Of Purchase Of Salvage Merchandise

TIC (Reverse Logistics) Pty Ltd, ABN 86 080 153 680 (TRL) is authorised to sell as an agent on behalf of a number of businesses (**Sources**), certain returned goods designated for sale as "salvage" merchandise (**Goods**) under certain conditions. For the purpose of this Agreement, TRL and the Sources are jointly and severally referred to as the "**Seller**".

The Buyer (FULL NAME) _____ (ABN) _____

of (COMPANY) _____

agrees that the purchase of all Goods from the Seller is made subject to and is governed by this Agreement, and the Buyer agrees to comply with the following terms and conditions.

1. The Seller hereby sells, assigns, transfers and sets over to the Buyer the Goods.
2. The Seller warrants good title to, and ownership of, the Goods.
3. The Buyer and the Seller each acknowledge and agree that all Goods are owned TRL or a Source (as the case may be) until the Buyer pays TRL in full for those Goods.
4. Risk in the Goods passes from TRL to the Buyer from the time those Goods are collected by the Buyer or, if the Buyer requests delivery, the time those Goods are delivered into the Buyer's possession or control.
5. All payments made by the Buyer for the Goods must be made directly to TRL by electronic bank transfer or as otherwise directed by TRL prior to the release of the Goods.
6. The Buyer is solely responsible for, and must pay all costs (including any taxes, charges and duties) of any shipping and transport arrangements involved in the transportation of the Goods to the address as designated by the Buyer.
7. The Buyer is solely responsible for any costs and charges associated with the re-sale of the Goods.
8. Where the Goods are sold and designated 'Export Only' the Buyer must not offer the Goods for sale in Australia or New Zealand unless:
 - a. prior to any such sale it notifies TRL of the person or entity to whom it intends to sell those Goods; and
 - b. TRL has given its prior written consent to the sale (which consent may be withheld at TRL's sole discretion).
9. Where the Goods are sold and designated 'Export Only' the Buyer must ensure that any subsequent purchaser of the Goods from the Buyer (Secondary Purchaser) does not offer the Goods for sale in Australia or New Zealand.
10. Where the Goods are designated 'Export Only' the Goods shall not be sold in Australia or New Zealand.
11. The Buyer must ensure that all Secondary Purchasers sign a standard terms and conditions agreement in a form substantially the same as this Agreement, as a pre-condition to the sale of the Goods. The Buyer is responsible for the Secondary Purchaser's compliance with such terms and conditions.
12. The Buyer acknowledges and agrees that the Goods are sold to the Buyer "AS IS" and "WHERE IS". The Seller makes no representations or warranties, express or implied, and without limitation, of fitness for purpose and merchantable quality in respect to the Goods.
13. The Buyer releases and indemnifies and forever discharges the Seller from all or any actions, causes of action, claims, suits, demands, charges, costs and expenses of every description whatsoever by reason of, arising out of, or in any way connected with, the Goods, and the sale or re-sale of the Goods, and any breach of these terms.
14. The Buyer must remove from the Goods or make illegible any marks which may be used to identify the origin of the Goods as that of a Source, including any names, trademarks, business names, logos, signs or indicia owned and/or used by a Source (as determined by TRL), (Source Signs). The obligation contained in this clause includes the removal of, or rendering unreadable, serial numbers on any of the Goods, to eliminate the possibility of customer re-returns (except where State or Federal law prohibit).
15. The Buyer must not use any of the Source Signs to advertise, market or sell the Goods.
16. The Buyer agrees that no Seller publication or publication from any party from which the Seller acquired the Goods, or other materials referencing the Seller or any affiliated or related company or any such other party, will be made available to the Buyer's customers or placed in the selling areas of any of the Buyer's outlets.
17. The Buyer acknowledges and agrees that it will not, in respect to the Buyer's promotion and sale of the Goods, indicate that the Goods have any connection or association with the Seller or with any affiliated or related company.
18. In the event that the Buyer breaches any of the terms and conditions in this Agreement, the Seller will be entitled to seek both legal and equitable relief, and the Buyer will be liable to reimburse the Seller for any legal fees, costs and expenses which it may incur.
19. The Buyer, its agents and employees must not offer or provide, amongst other things, monetary compensation, gratuities, gifts, premiums, awards, entertainment tickets, coupons, trips, bonuses or prizes to any Seller employee or agent, regardless of monetary value, or solicit any Seller employee or agent to falsify any record, receipt or invoice. Such actions will be construed as a breach of this Agreement.

Executed as an agreement

<p>SIGNED for and on behalf of the Buyer by an authorised officer:</p> <p>Signature</p> <p>Name</p> <p>Position</p> <p>Date</p>	<p>SIGNED for and on behalf of TRL in its own capacity and in its capacity as agent for and on behalf of the Sources:</p> <p>Signature</p> <p>Name</p> <p>Position</p> <p>Date</p>
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[TIC RL to complete this section]

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Kmart Australia Ltd & Target Australia Pty Ltd

Terms & Conditions Of Purchase Of Salvage Merchandise

Kmart Australia Ltd, ABN 73 004 900 485 (Kmart) and Target Australia Pty Ltd, ABN 75 004 250 944 (Target), has authorised **TIC (Reverse Logistics) Pty Ltd ABN 86 080 153 680 (TRL)** to sell certain returned goods designated for sale as "salvage" merchandise (**Goods**) under certain conditions. For the purpose of this Agreement, Kmart, Target and TRL are jointly and severally referred to as the "**Seller**".

The **Buyer** (FULL NAME) _____ (ABN) _____
 of (COMPANY) _____

agrees that the purchase of all Goods from the Seller is made subject to and is governed by this Agreement, and the Buyer agrees to comply with the following terms and conditions.

1. The Seller hereby sells, assigns, transfers and sets over to the Buyer the Goods.
2. The Seller warrants good title to, and ownership of, the Goods.
3. The Buyer and the Seller each acknowledge and agree that all Goods are owned by Kmart or Target until the Buyer pays TRL in full for those Goods.
4. Risk in the Goods passes from TRL to the Buyer from the time those Goods are collected by the Buyer or, if the Buyer requests delivery, the time those Goods are delivered into the Buyer's possession or control.
5. All payments made by the Buyer for the Goods must be made directly to TRL by electronic bank transfer or as otherwise directed by TRL prior to the release of the Goods.
6. The Buyer is solely responsible for, and must pay all costs (including any taxes, charges and duties) of any shipping and transport arrangements involved in the transportation of the Goods to the address as designated by the Buyer.
7. The Buyer is solely responsible for any costs and charges associated with the re-sale of the Goods.
8. Where the Goods are sold and designated 'Export Only' the Buyer must not offer the Goods for sale in Australia or New Zealand unless:
 - a. prior to any such sale it notifies TRL and Kmart and or Target of the person or entity to whom it intends to sell those Goods; and
 - b. Kmart and or Target has given its prior written consent to the sale (which consent may be withheld at Kmart and or Target's sole discretion).
9. Where the Goods are sold and designated 'Export Only' the Buyer must ensure that any subsequent purchaser of the Goods from the Buyer (Secondary Purchaser) does not offer the Goods for sale in Australia or New Zealand.
10. Where the Goods are designated 'Export Only' the Goods shall not be sold in Australia or New Zealand.
11. The Buyer must ensure that all Secondary Purchasers sign a standard terms and conditions agreement in a form substantially the same as this Agreement, as a pre-condition to the sale of the Goods. The Buyer is responsible for the Secondary Purchaser's compliance with such terms and conditions.
12. The Buyer acknowledges and agrees that the Goods are sold to the Buyer "AS IS" and "WHERE IS". The Seller makes no representations or warranties, express or implied, and without limitation, of fitness for purpose and merchantable quality in respect to the Goods.
13. The Buyer releases and indemnifies and forever discharges the Seller from all or any actions, causes of action, claims, suits, demands, charges, costs and expenses of every description whatsoever by reason of, arising out of, or in any way connected with, the Goods, and the sale or re-sale of the Goods, and any breach of these terms.
14. The Buyer must remove from the Goods or make illegible any marks which may be used to identify the origin of the Goods as that of Kmart, Target, including any names, trademarks, business names, logos, signs or indicia owned and/or used by Kmart, Target, (as determined by Kmart or Target), (Kmart, Target Signs). The obligation contained in this clause includes the removal of, or rendering unreadable, serial numbers on any of the Goods, to eliminate the possibility of customer re-returns (except where State or Federal law prohibit).
15. The Buyer must not use any of the Kmart and or Target Signs to advertise, market or sell the Goods.
16. The Buyer agrees that no Seller publication or publication from any party from which the Seller acquired the Goods, or other materials referencing the Seller or any affiliated or related company or any such other party, will be made available to the Buyer's customers or placed in the selling areas of any of the Buyer's outlets.
17. The Buyer acknowledges and agrees that it will not, in respect to the Buyer's promotion and sale of the Goods, indicate that the Goods have any connection or association with the Seller or with any affiliated or related company.
18. In the event that the Buyer breaches any of the terms and conditions in this Agreement, the Seller will be entitled to seek both legal and equitable relief, and the Buyer will be liable to reimburse the Seller for any legal fees, costs and expenses which it may incur.
19. The Buyer, its agents and employees must not offer or provide, amongst other things, monetary compensation, gratuities, gifts, premiums, awards, entertainment tickets, coupons, trips, bonuses or prizes to any Seller employee or agent, regardless of monetary value, or solicit any Seller employee or agent to falsify any record, receipt or invoice. Such actions will be construed as a breach of this Agreement.

Executed as an agreement

<p>SIGNED for and on behalf of the Buyer by an authorised officer:</p> <p>Signature</p> <p>Name</p> <p>Position</p> <p>Date</p>	<p>SIGNED for and on behalf of TRL in its own capacity and in its capacity as agent for and on behalf of Kmart and/or Target:</p> <p>Signature</p> <p>Name</p> <p>Position</p> <p>Date</p>
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[Customer to complete this section]

[TIC RL to complete this section]

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TIC (Reverse Logistics®) Pty Ltd

Special Terms & Conditions For Export Of Salvage Merchandise

TIC (Reverse Logistics) Pty Ltd, ABN 86 080 153 680 (TRL) is authorised to sell as an agent on behalf of a number of businesses (**Sources**), certain returned goods designated for sale as "salvage" merchandise (**Goods**) under certain conditions. For the purpose of this Agreement, TRL and the Sources are jointly and severally referred to as the "**Seller**".

In some instances parcels of goods may be marked as "**Export Only**" in which case these goods can only be purchased by Buyers who explicitly agree to and accept these terms and conditions and in particular not offer those Goods for sale in Australia or New Zealand.

This Agreement is made separate from and in addition to any other agreements which may have been entered into by the parties and no provision hereof replaces or supersedes any provision or condition of any other such Agreement

The **Buyer** (FULL NAME) _____ (ABN) _____

of (COMPANY) _____

agrees that the purchase of all Goods from the Seller is made subject to and is governed by this Agreement, and the Buyer agrees to comply with the following terms and conditions.

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|--|---|
| <ol style="list-style-type: none"> 1. The Seller hereby sells, assigns, transfers and sets over to the Buyer the Goods. 2. The Seller warrants good title to, and ownership of, the Goods. 3. The Buyer and the Seller each acknowledge and agree that all Goods are owned TRL or a Source (as the case may be) until the Buyer pays TRL in full for those Goods. 4. Risk in the Goods passes from TRL to the Buyer from the time those Goods are collected by the Buyer or, if the Buyer requests delivery, the time those Goods are delivered into the Buyer's possession or control. 5. All payments made by the Buyer for the Goods must be made directly to TRL by electronic bank transfer or as otherwise directed by TRL prior to the release of the Goods. 6. The Buyer is solely responsible for, and must pay all costs (including any taxes, charges and duties) of any shipping and transport arrangements involved in the transportation of the Goods to the address as designated by the Buyer. 7. The Buyer is solely responsible for any costs and charges associated with the re-sale of the Goods. 8. Where the Goods are sold and designated 'Export Only' the Buyer shall not offer the Goods directly or indirectly for sale in Australia or New Zealand. 9. Where the Goods are sold and designated 'Export Only' the Buyer must ensure that any subsequent purchaser of the Goods from the Buyer (Secondary Purchaser) does not offer the Goods for sale in Australia or New Zealand. The Buyer must ensure that any such Secondary Purchaser also complies fully with all the provisions and conditions of this document. 10. The Buyer must ensure that all Secondary Purchasers sign a Special Terms and Conditions For Export of Salvage | <p>Merchandise Agreement in a form substantially the same as this Agreement, as a pre-condition to the sale of the Goods. The Buyer is responsible for the Secondary Purchaser's compliance with such terms and conditions and must retain such documentation.</p> <ol style="list-style-type: none"> 11. Seller may request the Buyer to produce proof of export (to countries other than Australia or New Zealand) in a form satisfactory to the seller within a period of 7 days from the date of any such request and make available copies of such proof to Seller which may retain copies. 12. In the event that the Buyer fails to produce satisfactory evidence of export after the expiration of 7 days from Seller's request, Seller may enter the Buyer's premises for the sole purpose of inspecting the Buyer's records and obtaining copies of all documentation relating to the Purchaser's sale or disposal of the Goods and the Buyer shall fully cooperate with the Seller. 13. Failure by the Buyer to produce proof acceptable to Seller of export which complies with this Agreement shall be deemed as a breach of this Agreement and the Seller will be entitled to recover from the Buyer an amount equal to the full retail value including GST of the Goods any damages for breach of this Agreement. 14. Furthermore in the event that the Buyer breaches any of the terms or conditions in this agreement, the Buyer will be liable to reimburse the Seller for any legal fees, costs and expenses which it may incur including any costs associated with the search, retrieval and examination of any evidence of export. 15. In the event that the Buyer breaches any of the terms or conditions of this Agreement the Buyer will be prohibited from making any further purchases from TRL until such time that TRL is satisfied that the Buyer is willing and able to fully comply with all relevant terms and conditions |
|--|---|

Executed as an agreement

<p>SIGNED for and on behalf of the Buyer by an authorised officer:</p> <p>Signature</p> <p>Name</p> <p>Position</p> <p>Date</p>	<p>SIGNED for and on behalf of TRL in its own capacity and in its capacity as agent for and on behalf of the Sources:</p> <p>Signature</p> <p>Name</p> <p>Position</p> <p>Date</p>
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