



NUPLEX INDUSTRIES LIMITED

Dividend Reinvestment Plan

Dated 4 September 2003

THIS DOCUMENT IS IMPORTANT

If you are in doubt about what to do, please consult your sharebroker, bank manager, solicitor, accountant or other financial adviser immediately.

This document is issued pursuant to the Securities Act (Dividend Reinvestment) Exemption Notice 1998.

Nuplex Industries Limited

Registered Office:
12 Industry Road
Penrose
Auckland

This document is dated 4 September 2003 and is for the Nuplex Industries Limited Dividend Reinvestment Plan under which Shareholders of Nuplex Industries Limited may elect to invest cash dividends on all or any Ordinary Shares held by them in fully paid Ordinary Shares.

Summary of main features

The Plan allows Shareholders to acquire fully paid Ordinary Shares instead of receiving cash dividends .

- The Plan is open to all Shareholders.
- A Participating Shareholder's entitlement is calculated pursuant to the formula set out in paragraph 14 of this document.
- A Participating Shareholder may vary or terminate his/her/its participation.
- The Ordinary Shares issued under the Plan may be sold in the same manner as other Ordinary Shares and will rank equally in all respects with existing fully paid Ordinary Shares.
- No brokerage will be incurred by Participating Shareholders.

The full details of the Plan are set out below. Should further information be required, please contact the Share Registry or the Company Secretary.

Terms and conditions of participation

- 1 All Shareholders are eligible to participate in the Plan (except for Shareholders who are resident outside New Zealand and who are excluded by the Company to avoid breaching overseas laws). Participation is optional.
- 2 Each Shareholder to whom an invitation is made to participate in the Plan will be given a reasonable opportunity to accept the invitation.
- 3 The Ordinary Shares to be issued to each Participating Shareholder will be issued on the same terms and will have the same rights as the shares to be issued to all other Participating Shareholders.
- 4 Participation may, subject to the restrictions and procedures specified in this document, be varied or terminated by a Participating Shareholder at any time.
- 5 There are two types of participation in the Plan:

5.1 Full Participation

Under this option, the Plan will apply to all cash dividends payable in respect of all Ordinary Shares presently held, or which in the future may be held, by the Participating Shareholder (including all further Ordinary Shares purchased or issued pursuant to any future bonus or rights issue or the Plan); and

5.2 Partial Participation

Under this option:

5.2.1 the Plan will apply only to the cash dividends payable in respect of the number of Ordinary Shares nominated in the Election Notice by the Participating Shareholder and to the new Ordinary Shares that are issued in respect of those Ordinary Shares under this Plan; and

5.2.2 normal cash dividend payments will be made in respect of all other Ordinary Shares held by the Participating Shareholder that do not participate in the Plan.

However, if, at the relevant Record Date, the number of Ordinary Shares held by the Participating Shareholder is less than the number of Ordinary Shares nominated for inclusion in the Plan, then the Plan will only apply to cash dividends payable in respect of such lesser number of Ordinary Shares as are then held.

- 6 If a signed Election Notice does not indicate the type of participation, it will be deemed to be an application for Full Participation.

Overseas Shareholders

- 7 Shareholders who are not resident in New Zealand may be prevented from participating in the Plan by the laws of their country of residence. All such non-resident Shareholders are urged to ascertain their legal position in respect of the Plan. The Directors may in their absolute discretion decide not to offer the Plan to non-resident Shareholders if they consider that the legal requirements of the Shareholder's place of residence make it impracticable to do so.

To join the Plan

- 8 Application to join the Plan may only be made by completing the attached Election Notice and returning the completed Election Notice to the Share Registry.
- 9 For the Plan to apply to future cash dividends, the Election Notice must be received by the Share Registry prior to the Record Date for the relevant future dividend.

- 10 An Election Notice will not attach to the Ordinary Shares in respect of which it has been given but will be personal to the Shareholder giving it.

Issue of Ordinary Shares on dividend date

- 11 The Company will, at the time that a Participating Shareholder would otherwise have been paid a cash dividend on the Ordinary Shares participating in the Plan, issue Ordinary Shares to the Participating Shareholder. The Directors will determine the source of payment for the Ordinary Shares (and for this purpose may capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve or capital accounts or otherwise available for distribution), and are generally empowered to give effect to such issue of Ordinary Shares and the provisions of the Plan. However:
- 11.1 any Ordinary Shares over which the Company has a lien or charge in accordance with the Constitution or other requirements of law will not be eligible to participate in the Plan; and
 - 11.2 Ordinary Shares which would otherwise be issued to any Participating Shareholder may be restricted if their issue would cause any limitation on the overall total shareholding of a Shareholder prescribed in the Constitution to be exceeded.
- 12 Prior to or upon each cash dividend payment date, the Company will, for all Ordinary Shares participating in the Plan:
- 12.1 determine the maximum number of Ordinary Shares to be issued, taking into account the formula for determining the entitlement of each Participating Shareholder in accordance with the provisions of the Plan; and
 - 12.2 issue the appropriate number of Ordinary Shares to each Participating Shareholder.
- 13 The number of Ordinary Shares issued under the Plan will be determined by applying the formula set out in paragraph 14 below in respect of each Participating Shareholder.

Ordinary Share entitlement

- 14 The Participating Shareholder's entitlement to fully paid Ordinary Shares to be issued on any particular cash dividend payment date shall be calculated in accordance with the following formula:

$$\frac{S \times D}{P \times (1 - Y)}$$

Where:

'S' is the number of the Participating Shareholder's Ordinary Shares that are participating in the Plan.

'D' is the net cash dividend (expressed in cents and fractions of cents), including any tax refunds but after deduction of any New Zealand withholding taxes, which would otherwise have been payable on an Ordinary Share participating in the Plan if an Election Notice had not been given or deemed to have been given less any amount which the Directors have decided to suspend from the operation of the Plan under paragraph 38 below.

'P', subject to any adjustment made by the Board in the circumstances set out below, is the weighted average sale price of an Ordinary Share (expressed in cents and fractions of cents) calculated on all sales of Ordinary Shares which took place through the New Zealand Stock Market on the first five of the eight trading days immediately preceding the Record Date in respect of the relevant cash dividend. If no sales of Ordinary Shares occurred during those first five trading days, then the weighted average sale price of an Ordinary Share will be deemed to be the sale price on the last sale of the Ordinary Shares which took place prior to such days through the New Zealand Stock Market.

'Y' is the amount of any discount (expressed as a decimal) to be determined by the Directors in their sole and absolute discretion from time to time by which the weighted average sale price of an Ordinary Share (i.e., 'P') is to be reduced.

- 15 The Board may make such adjustment to the weighted average sale price of an Ordinary Share for the purpose of the preceding formula as it considers reasonable in the following circumstances:
 - 15.1 to allow for any bonus, dividend or other distribution expectation; and
 - 15.2 if, in the opinion of the Board, any exceptional or unusual circumstances have artificially affected the weighted average sale price so determined.
- 16 At the time the weighted average sale price of an Ordinary Shares is set, the Company will ensure that it has no information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of an Ordinary Share if it were publicly available.
- 17 Where the number of Ordinary Shares calculated in accordance with the preceding formula includes a decimal, then the number of Ordinary Shares to be issued under the Plan will be the nearest whole number, except that, if such decimal shall be 0.5 or greater, that decimal shall be rounded up to the next whole number.

Status of Ordinary Shares to be issued under the Plan

- 18 The Ordinary Shares to be issued under the Plan will be Ordinary Shares credited as fully paid, and will be issued on the date of payment of the relevant cash dividend.
- 19 Ordinary Shares issued under the Plan to a Shareholder with Full Participation and with Partial Participation will themselves be deemed to participate in the Plan after issue and will qualify for inclusion in the calculation of any further Ordinary Shares to be issued under the Plan, unless the Shareholder notifies the Company to the contrary.

- 20 Ordinary Shares issued under the Plan will, from the date of issue, rank equally in all respects with all other fully paid Ordinary Shares in the Company.

Issue of statements to Participating Shareholders

- 21 The Company will send to each Participating Shareholder, after each cash dividend payment date, a statement detailing, in respect of that Participating Shareholder:
- 21.1 the number of participating Ordinary Shares at the relevant Record Date;
 - 21.2 the amount of cash dividend and the amount paid in respect of participating Ordinary Shares and non-participating Ordinary Shares (if applicable);
 - 21.3 the amount of any tax deduction; and
 - 21.4 the amount of any taxation refunds or credits.

Costs of Participating Shareholders

- 22 No brokerage, commissions or other transaction costs will be payable by a Participating Shareholder in respect of the issue of Ordinary Shares under the Plan.

Source of Ordinary Shares

- 23 Ordinary Shares to be issued to Participating Shareholders under the Plan may, at the Board's discretion, be:
- 23.1 new Ordinary Shares issued by the Company; or
 - 23.2 subject to the Companies Act 1993 and the ASX and NZX Listing Rules, existing Ordinary Shares acquired by the Company or a nominee agent of the Company; or
 - 23.3 any combination of the above.

Voluntary variation or termination of participation

- 24 A Participating Shareholder may at any time, by completing and returning a Notice of Variation to the Company:
- 24.1 increase or decrease the number of the Participating Shareholder's Ordinary Shares participating in the Plan; or
 - 24.2 terminate the Participating Shareholder's participation in the Plan.

- 25 If a Shareholder with Partial Participation wishes to increase his/her/its participation, or acquires new Ordinary Shares which he/she/it wishes to participate in the Plan, then he/she/it should complete and return a Notice of Variation to the Company.
- 26 Additional Notices of Variation may be obtained from the Company.
- 27 Such variation or termination shall take effect from the next Record Date following receipt by the Share Registry of such Notice of Variation.
- 28 If a Participating Shareholder dies, the participation of that Shareholder (and any other Shareholder with whom the deceased was a joint Shareholder) will continue until receipt by the Company of written notice to the contrary by the personal representative of the Shareholder.

Involuntary reduction or termination of participation

- 29 If:
- 29.1 a Participating Shareholder disposes of all of his/her/its Ordinary Shares; or
 - 29.2 a Participating Shareholder with Full Participation disposes of all or any part of his/her/its Ordinary Shares,
- without having given the Company notice of termination of participation, that Participating Shareholder will be deemed to have terminated his/her/its participation in the Plan with respect to the Ordinary Shares so disposed of on the date the Company registers a transfer of the shares.
- 30 If a Participating Shareholder with Partial Participation disposes of part of his/her/its Ordinary Shares, then unless that Participating Shareholder otherwise advises the Company in writing, the Ordinary Shares so disposed of will be deemed to be taken first from those Ordinary Shares not participating in the Plan. If the number of Ordinary Shares disposed of is more than the number of that Participating Shareholder's Ordinary Shares which do not participate in the Plan, the disposal will be deemed to include all that Participating Shareholders' Ordinary Shares not participating in the Plan and the balance (if any) shall be attributed to Ordinary Shares participating in the Plan.
- 31 If any Ordinary Shares that participate in the Plan are disposed of, the Participating Shareholder will be deemed to have terminated his/her/its participation in the Plan in respect of such Ordinary Shares on the date the Company registers a transfer of the Ordinary Shares.

New Shareholders

- 32 Any Shareholder who has not previously given an Election Notice (including any new Shareholder) may at any time include such Ordinary Shares in the Plan by giving an Election Notice (forms for which are available on request from the Share Registry or the Company).

Modification and termination of the Plan

- 33 The Directors may from time to time and at any time in their sole and absolute discretion modify or terminate the Plan. Any such modification or termination shall take effect upon the date specified by the Directors. Notice of any such modification or termination shall be given to all Shareholders. However, no such modification or termination will be made during the period commencing on the date ten days before the Record Date for the purposes of determining entitlement to a cash dividend and ending on the date of payment of that dividend.
- 34 If the Plan is modified, then an Election Notice will be deemed to be an Election Notice under the Plan as so modified unless such participation is subsequently varied or withdrawn by the Participating Shareholder.
- 35 If the Company issues convertible securities, options to subscribe for Ordinary Shares or preference shares, the Directors may in their discretion extend the Plan to include the holders of such convertible securities, options or preference shares.
- 36 If the Company subdivides, consolidates or reclassifies its Ordinary Shares into one or more new classes of Ordinary Shares, then an Election Notice will be deemed to be an Election Notice in respect of the Ordinary Shares as subdivided, consolidated or reclassified unless the Participating Shareholder subsequently varies or terminates his/her/its participation in the Plan.
- 37 If the Securities Act (Dividend Reinvestment) Exemption Notice 1998 or any substitute Exemption Notice is modified or substituted by a new Exemption Notice, the Plan (unless otherwise determined by the Directors) is deemed to be modified to the extent necessary to comply with any additional or alternative requirements or conditions of the new Exemption Notice.

Suspension of the Plan

- 38 The Directors may from time to time and at any time in their sole and absolute discretion with or without notice suspend the Plan in whole or in part. The Directors' power to suspend the Plan in part shall include the power to suspend the Plan with respect to all or part of any particular cash dividend or with respect to part only of the Ordinary Shares participating in the Plan (or part of the amount paid in respect of all Ordinary Shares participating in the Plan) to the intent that the Plan shall remain in full force and effect with respect to such other Ordinary Shares participating in the Plan (or the balance of the amount paid on all Ordinary Shares participating in the Plan) in respect of which it is not so suspended. If the Plan is suspended with respect to all or part of a particular cash dividend, the cash dividend or part concerned will be paid to Participating Shareholders in the usual way.

Application and Notices

- 39 Applications and notices to the Company shall:

- 39.1 in the case of a shareholder joining the Plan, be in the form of an Election Notice; and
 - 39.2 in the case of a Participating Shareholder altering his/her/its participation in the Plan, be in the form of a Notice of Variation.
- 40 Such applications and notices will be effective upon receipt by the Share Registry subject to:
- 40.1 the terms and conditions in this document;
 - 40.2 in the case of applications, acceptance by the Company; and
 - 40.3 receipt by the Share Registry on or before the relevant Record Date.
- 41 Applications or notices received after a Record Date will not be effective in respect of the cash dividend to which that Record Date related, but will be effective from the next relevant Record Date.

Tax

- 42 The Company takes no responsibility for the taxation liabilities of Participating Shareholders or the tax consequences of any election made by any Shareholder. Specific taxation advice should be sought. The Company also accepts no responsibility for the accuracy or correctness of any information as to tax liability. However, as a general indication, for New Zealand resident Shareholders, as at the date of this document, under tax legislation in New Zealand, the receipt of fully paid Ordinary Shares in lieu of cash dividends will give rise to a liability for tax reduced by any imputation credits attached. Resident withholding tax will be deductible by the Company to the extent that imputation credits are not attached. No indication is given with respect to the taxation position on any subsequent sale of the Ordinary Shares issued pursuant to the Plan. For non-resident Shareholders, as at the date of this document, non-resident withholding tax will be deductible and imputation credits will not be available but (for non-resident shareholders holding interests of less than 10% of the Company) such credits may be recognised in a supplementary dividend under the non-resident portfolio investor regime.

Governing law

- 43 This document, the Plan and the terms and conditions thereof shall be governed by the laws of New Zealand.

Definitions

- 44 In this document, unless the context otherwise requires, the following terms bear the following meanings:

ASX means the Australian Stock Exchange Limited.

Board means the board of directors of the Company.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general banking business in Auckland, New Zealand.

Company means Nuplex Industries Limited.

Constitution means the constitution of the Company (as modified or adopted from time to time).

Directors means the directors of the Company.

Election Notice means the Dividend Reinvestment Plan Election Notice in the form attached to this document.

NZX means the New Zealand Exchange Limited.

Notice of Variation means the Dividend Reinvestment Plan Notice of Variation in the form attached to this document.

Ordinary Share means an ordinary share in the capital of the Company.

Participating Shareholder means an eligible shareholder of the Company who completes and returns to the Share Registry (and has not withdrawn) an Election Notice.

Plan means the Nuplex Industries Limited Dividend Reinvestment Plan described in this document.

Record Date means in relation to any cash dividend to be paid to Shareholders, 5.00pm (or such other relevant time) on the date upon which the Company's share register is closed for the purpose of ascertaining Shareholders' entitlement to the cash dividend.

Shareholder means a holder of Ordinary Shares.

Share Registry means Computershare Investor Services Limited, having its registered address a Private Bag 92119, Takapuna, North Shore City or such other share registry as may be appointed from time to time by the Company.

Other matters

- 45 The Ordinary Shares which may be issued under the Plan have been accepted for listing by the NZX and will be quoted upon completion of allotment procedures. However, the NZX accepts no responsibility for any statement in this document; and
- 46 Application will also be made for the additional Ordinary Shares which may be issued under the Plan to be listed for quotation on the ASX too (for so long as the head Ordinary Shares are so listed on that stock exchange).

- 47 A copy of the most recent annual report (if any) and financial statements complying with the Financial Reporting Act 1993 of the Company is available from the Company, on request and free of charge.

Enquiries

- 48 Enquiries about any aspect of the Plan should be directed to:

The Share Registry
Computershare Investor Services Limited
Private Bag 92119
Takapuna
North Shore City
New Zealand

The Company Secretary
Nuplex Industries Limited
P O Box 12 841
Penrose
Auckland 6

Nuplex Industries Limited

Dividend Reinvestment Plan

Notice of Variation

Do not complete this Notice of Variation until you have read the accompanying document.

Name(s):
Print name(s)

Address:
.....
.....

Holder number:

I/We wish to make the following change to my participation in the Nuplex Industries Limited Dividend Reinvestment Plan.

A. Full Participation [Please tick]

Include all shares from time to time registered in my/our name(s).

OR

B. Partial Participation [Please tick]

Number of shares nominated to participate in the Plan
Specify Number of Shares

OR

C. Termination [Please tick]

Terminate my participation in the Plan

Dated atthis day of

Signature

To ensure that this change to your participation in the Nuplex Industries Limited Dividend Reinvestment Plan is effective please return this Notice of Variation without delay.

How to sign this Notice of Variation

Individual Shareholder: Sign yourself or by your attorney

Companies and corporate bodies: Sign by an officer duly authorised in writing.

Joint shareholders: All must sign.

Power of attorney: If signed under power of attorney the attorney, hereby certifies that as at the date the attorney signs the Notice of Variation he/she has no notice of death of the donor of the revocation of the power of attorney.

Send Notice to:
Nuplex Industries Limited
c/- Computershare Investor Services Limited
Private Bag 92119
Takapuna
North Shore City
New Zealand

Election Notice in respect of Dividend Reinvestment Plan

THIS DOCUMENT IS VALUABLE: Do not complete this form until you have read the accompanying Dividend Reinvestment Plan (Plan) document dated [] September 2003. If in doubt as to its use, you are advised to consult your sharebroker, bank manager, solicitor, accountant or other financial adviser immediately.

Name and Address

Registered Holder/s

Description of Shares

Holder No.

Shares Held

IMPORTANT

Please complete and return this form if you wish to participate in the Plan in full or in part.

STEP 1

CHECK DETAILS

If the above details are incorrect, please amend and sign here. _____

STEP 2

CHOOSE ONE ALTERNATIVE

I/WE elect to participate in the Plan at the level of participation nominated below and, accordingly, elect to invest my/our cash dividends on participating shares in fully paid ordinary shares:

EITHER

FULL PARTICIPATION - include all fully paid ordinary shares registered in my/our name(s).

A For full participation, please place a tick in the box

PARTIAL PARTICIPATION - include the number of fully paid ordinary shares registered in my/our name(s) shown below plus all new shares issued under the Plan document.

OR

B _____
No of shares For partial participation, please tick in the box and insert number of shares to participate in the space provided.

(NB: If you do not complete the above in relation to partial participation your application will be deemed to be full participation).

STEP 3

SIGN NOTICE

I/WE agree to be bound by the terms and conditions of the Plan as set out in the Plan document received and read by me/us.

I/WE hereby revoke any previous Election Notice.

This Election Notice is not valid unless duly completed and signed:

Signature

Signature

Dated this _____ day of _____ 20____

If joint holders, each must sign.

Companies must execute by an authorised officer or attorney. If signed by an attorney, the attorney must either have been previously produced to the Company or must accompany this Election Notice. In either case, the Certificate of Non-Revocation of Power of Attorney on the reverse must be completed.

STEP 4

RETURN NOTICE

Return the complete Election Notice so that the Share Registry receives it before the next Record Date for a cash dividend payment.

INSTRUCTIONS

If you wish to participate in the Plan for the next Nuplex Industries Limited (**Company**) cash dividend, please complete and return the Election Notice on the reverse side as soon as possible. An Election Notice will only take effect from the next Record Date following receipt by the Share Registry of such Election Notice.

Participation applies automatically to all subsequent cash dividends until written notice of termination is received by the Company's Share Registry and is effective.

If you do not wish to participate then do nothing.

FULL PARTICIPATION

If you wish to participate in the Plan in respect of your total holding of fully paid Ordinary Shares in the Company, please place a tick beside alternative A, sign the Election Notice and forward it to the Company's Share Registry. Full participation means that all Ordinary Shares issued pursuant to the Plan in the future will also participate in the Plan.

PARTIAL PARTICIPATION

If you wish to participate in the Plan only in respect of some of your fully paid Ordinary Shares, please place a tick beside alternative B, write the number of Ordinary Shares that you wish to participate in the Plan in the space provided, sign the Election Notice and forward it to the Company's Share Registry. Partial participation means that all Ordinary Shares issued pursuant to the Plan in the future will also participate in the Plan.

ADDRESS

Your completed Election Notice to participate in the Plan should be posted to:

Nuplex Industries Limited
c/- Computershare Investor Services Limited
Private Bag 92119
Takapuna
North Shore City
NEW ZEALAND

MODIFICATION OF PARTICIPATION

If you wish to modify your participation in the Plan, forward a Notice of Variation advising the number of Ordinary Shares you wish to participate in the Plan to the Company's Share Registry at the address above. Where you are a joint holder ensure that all other joint holders sign the notice. Any previous Election Notice or Notice of Variation will then be automatically cancelled. Participation in the Plan will be determined at the time of the Record Date for a dividend payment by reference to the last received Election Notice or Notice of Variation of each shareholder.

TERMINATION OF PARTICIPATION

If you elect to participate in the Plan, but subsequently wish to terminate your participation, simply forward a correctly completed Notice of Variation to the Company's Share Registry at the address above advising that you wish to terminate your participation. Where you are a joint holder ensure that all other joint holders sign the notice.

COMPLETE ONLY IF ATTORNEY SIGNS

CERTIFICATE OF NON-REVOCAION OF POWER OF ATTORNEY

I, _____

of, _____

hereby certify

1. I am the Attorney of _____ under and by virtue of a Power of Attorney dated the _____ day of _____ 20____ given to me by him/her/them.
2. That I have executed the Election Notice printed on this document as Attorney under this Power of Attorney and pursuant to the power conferred upon me.
3. That I have not received any notice or information of the revocation of the Power of Attorney by death or otherwise and I believe the same to be in full force and effect.

Signed at _____ this _____ day of _____ 20____
