

# Freightways Group Limited

## Dividend Reinvestment Plan

This is an Offer Document in respect of Shares offered under the Freightways Dividend Reinvestment Plan.



Freightways operates a Dividend Reinvestment Plan (**Plan**) that offers Shareholders the opportunity to directly increase their shareholding in Freightways by agreeing to reinvest all or a portion of their dividends into new Shares. This document explains how the Plan works.

This document is important. You should read the whole document before making any decisions. If you do not understand it or are in any doubt as to how to act, you should consult your financial adviser.

This Offer Document has been prepared as at 31 August 2023. Capitalised terms used in this Offer Document have the meanings set out in the Glossary on page 16 of this Offer Document.

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# Choice 1

## Participate in the Plan and reinvest your dividends in further Freightways Shares

### Participation Notice

You should complete a Participation Notice, in accordance with the instructions on that notice, if you wish to reinvest the net proceeds of cash dividends payable or credited on all or some of your Shares, by acquiring further Shares.

If you have made an election by completing and delivering a Participation Notice on or after 27 February 2023, your previous election will remain effective unless you vary or terminate your participation in the manner described below.

If you elect to participate in the Plan, promptly after each dividend payment date you will be sent a statement detailing your dividend entitlement, the number of additional Shares acquired by you under the Plan and the per-share issue price of each additional Share which is acquired by you.

The Participation Notice must be delivered to the Share Registrar either at the address on page 9 or by scanning it to [drp@computershare.co.nz](mailto:drp@computershare.co.nz).

Online Participation Notices can be completed by visiting the website of the Share Registrar, Computershare Investor Services [www.investorcentre.com/nz](http://www.investorcentre.com/nz). Once you have logged in, select "My Profile", then "Reinvestment Plans" from the lefthand menu. Select Freightways Group Limited in the holding line and "Apply" to select your participation level.

New Zealand registered holders will need their CSN/Holder number and Authorisation Code (FIN) to complete the investor validation process if they do not already have an Investor Centre account.

### Level of participation

You can opt for full or partial participation in the Plan in which all or a portion of the Shares registered in your name will participate in the Plan.

#### Full participation

If you tick the full participation box in the Participation Notice, your participation in the Plan will cover all Shares registered in your name from time to time, including your current shareholding and any future Shares you acquire or that are allocated to you under the Plan (unless you vary your participation by providing notice to the Share Registrar or you sell your total shareholding).

#### Partial participation

If you insert a number in the partial participation section of the Participation Notice, this will be treated as partial participation for the number of Shares that you insert in the Participation Notice. Partial participation in the Plan means that the Terms and Conditions of the Plan will apply, both now and in the future, but only to the number of Shares nominated by you now (unless you vary the number of Participating Shares by providing notice to the Share Registrar or you sell your total shareholding).

#### Variation or termination of participation

If, at a later date, you decide that you wish to vary your participation in the Plan, simply complete and deliver an updated Participation Notice to the Share Registrar at the address on page 9.

If, at a later date, you wish to terminate your participation in the Plan, you can do so online at [www.investorcentre.com/nz](http://www.investorcentre.com/nz) or by completing a Cancellation Form (available online or from the Share Registrar upon request).

# Choice 2

## Receive dividends in cash

If you have not made an election under a Participation Notice on or after 27 February 2023 and you do nothing, you will continue to receive, automatically by direct credit, the net proceeds of any cash dividends on your Shares that do not participate in the Plan. There will be no reinvestment of those proceeds.

Unless you wish to apply for or vary your existing participation in the Plan, you do not need to complete a Participation Notice.

If, at a later date, you decide you do wish to participate in the Plan, simply complete the Participation Notice in accordance with the instructions under Choice 1.

If you have previously made an election under a Participation Notice on or after 27 February 2023 and you wish to receive dividends in cash, you can do so online at [www.investorcentre.com/nz](http://www.investorcentre.com/nz) or by completing a Cancellation Form (available online or from the Share Registrar upon request).

If you need to update your direct credit bank account for the payment of any dividends, you can do so online at [www.investorcentre.com/nz](http://www.investorcentre.com/nz) under 'My Profile'.

You will need your CSN/Holder number and Authorisation Code (**FIN**) to complete the investor validation process if you do not already have an account.

You will still receive a dividend statement by mail or email advising the amount credited. Direct crediting is a more secure and immediate way of receiving your dividend.

# Key Features of the Plan

## About the Freightways Dividend Reinvestment Plan

The Plan provides Shareholders with the opportunity to reinvest the net proceeds of cash dividends into Shares. This provides Shareholders with the benefit of being able to acquire Additional Shares in Freightways without the payment of brokerage, commissions or other transaction costs. In addition, Shares acquired under the Plan may be issued or transferred at a discount to the trading price of the Shares.

## Eligibility

Participation in the Plan is optional and is open to all Shareholders except:

- where Freightways elects not to offer participation under the Plan to Shareholders whose registered address is outside New Zealand or Australia, which may arise where Freightways considers that to do so would risk breaching the laws of places outside New Zealand or Australia or if it would be unreasonable to do so having regard to the associated costs of ensuring that the laws of those places are complied with; and
- in relation to a particular Shareholder to the extent Freightways has a lien or charge over the Shares of a Shareholder in accordance with Freightways' Constitution or other requirements of law.

## Options for participation

Participation in the Plan is optional. If you wish to participate in the Plan, you may elect to participate in respect of all or some of your Shares.

If you do not wish to participate in the Plan, you are not required to do anything and you will continue to receive your entitlement to dividends in cash.

To participate in the Plan you must complete the Participation Notice which accompanies this Offer Document in accordance with the instructions on that notice and the Terms and Conditions.

## Previous participation notices

If you made an election under a Participation Notice on or after 27 February 2023, your previous election will remain effective unless you have varied your participation by completing and delivering an updated Participation Notice or terminated your participation in the Plan online at [www.investorcentre.com/nz](http://www.investorcentre.com/nz) or by completing a Cancellation Form (available online or from the Share Registrar upon request).

## Timing of participation

Following receipt of your Participation Notice, your participation in the Plan will commence on and from the next Record Date. Participation in the Plan will then remain effective for all dividends to which the Plan applies until:

- you alter your participation by lodgement of a new Participation Notice; or

- you terminate your participation by lodgement of written notice with the Share Registrar to this effect; or
- you cease to hold the Shares you have elected to participate in the Plan; or
- the Plan is suspended or terminated by Freightways at its discretion.

### **Price of Shares**

Under the Plan, Additional Shares will be acquired at the market price as determined in accordance with the Terms and Conditions around the time of issue, or (at the Freightways Board's discretion) at a discount to the market price.

For a full explanation of the price at which the Shares will be issued or transferred under the Plan and how many Shares you will acquire, please refer to the Terms and Conditions.

If you elect to participate in the Plan and you have Participating Shares, details of your total dividend entitlement and the number of additional Shares issued or transferred to you under the Plan will be sent to you promptly after each dividend payment date.

Please contact the Share Registrar or email [enquiry@computershare.co.nz](mailto:enquiry@computershare.co.nz) if you need to change your contact details.

### **Allocation of Shares**

The Additional Shares will be issued or transferred to you on the date that the relevant dividend is paid and will rank equally in all respects with all other Shares. Shares can be sold or transferred at any time following allotment.

### **Further information**

The information above is a summary of the Plan only and should be read in conjunction with the Terms and Conditions. In the event of any conflict between this summary of the Plan and the Terms and Conditions, the Terms and Conditions will prevail.

If you have any enquiries or require further information about the Plan, please contact the Share Registrar. Further information about Freightways, including its current dividend policy, can be found on its website at [www.freightways.co.nz](http://www.freightways.co.nz).

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 This document (**Offer Document**) contains the terms and conditions of the Freightways Group Limited (**Freightways**) Dividend Reinvestment Plan (the **Plan**). Under the Plan, Shareholders may elect to reinvest the net proceeds of cash dividends payable or credited on all or some of their Shares to acquire Additional Shares.
- 1.2 These terms and conditions (**Terms and Conditions**) are issued in compliance with the dividend reinvestment plan exclusion in clause 10 of Schedule 1 to the Financial Markets Conduct Act 2013.

### 2. THE OFFER

- 2.1 **Offer to all Shareholders:** Subject to these Terms and Conditions, Freightways offers to all Shareholders the right to elect to participate in the Plan. Freightways will give Shareholders a reasonable opportunity to accept the Plan.

- 2.2 **Available Options:** Shareholders may elect to participate in the Plan by exercising one of the following options:

- (a) **Full Participation:** If a Shareholder elects full participation, participation in the Plan will apply to all of that Shareholder's Shares registered in their name from time to time until such number of the Shares participating in the Plan is varied or participation in the Plan is terminated in accordance with clause 8 of these Terms and Conditions.
- (b) **Partial Participation:** If a Shareholder elects partial participation, only the number of Shares nominated by that Shareholder will participate in the Plan, as varied from time to time in accordance with clause 8 of these Terms and Conditions. However, if at the relevant Record Date the number of Shares held by a Shareholder is less than the number of Participating Shares, the provisions of the Plan will only apply to such lesser number of Shares (provided the number of Shares held by that Shareholder generate a dividend equal to or above the market price (as determined in accordance with these Terms and Conditions) of one Share at the relevant Record Date).
- (c) **Non-Participation:** If you do not wish to participate and you wish to receive any dividends in cash you are not required to do anything. Normal cash dividend payments will be paid out to those Shareholders not participating in the Plan and on a Participant's Non-Participating Shares, and will not be reinvested in further Shares.

- 2.3 **Ability to Exclude Overseas Shareholders:**

- (a) No action has been taken to permit the offer of the Plan in any jurisdiction outside New Zealand and Australia. The distribution of this document in a jurisdiction outside New Zealand and Australia may be restricted by law and persons who come into possession of it (including nominees, trustees or custodians) should seek advice on and observe any such restrictions.

- (b) Freightways may, in its absolute discretion, elect not to offer participation under the Plan to Shareholders whose registered address is outside New Zealand or Australia if Freightways considers that to do so would:
- (i) risk breaching the laws of places outside New Zealand or Australia; or
  - (ii) if it would be unreasonable having regard to the associated costs of ensuring that the laws of those places are complied with. The Board may, in its sole discretion, elect to amend this policy at any time.
- (c) Any person residing outside New Zealand or Australia who holds Shares through a New Zealand or Australian resident nominee should not allow their nominee to participate in the Plan if participation in respect of their Shares would be contrary to the laws of their country of residence.

#### 2.4 **Warranty:**

- (a) Any person residing outside New Zealand and Australia who participates in the Plan through a New Zealand or Australian resident nominee will be deemed to represent and warrant to Freightways that they can lawfully participate through their nominee.
- (b) Freightways accepts no responsibility for determining whether a Shareholder is able to participate in the Plan under laws applicable outside of New Zealand or Australia.

2.5 **Exclusion where Liens or Charges over Shares:** Any Shares over which Freightways has a lien or charge in accordance with the Constitution or other requirements of law will not be eligible to participate in the Plan.

### 3. **METHOD OF PARTICIPATION**

3.1 **Participation Notice:** To participate in the Plan, a Shareholder must either:

- (a) complete the Participation Notice which accompanies this Offer Document in accordance with the instructions on that notice and forward or email the Participation Notice in accordance with the instructions below:

forward the completed Participation Notice to:      email a scanned copy of the completed Participation Notice to:

Freightways Group Limited Share Registrar  
 C/- Computershare Investor Services Limited  
 Level 2, 159 Hurstmere Road Takapuna  
 Private Bag 92119  
 Auckland 1142  
 NEW ZEALAND  
 drp@computershare.co.nz.



- (b) complete an online Participation Notice by visiting the website of the Share Registrar, Computershare Investor Services at [www.investorcentre.com/nz](http://www.investorcentre.com/nz). Once you have logged in, select “My Profile”, then “Reinvestment Plans” from the lefthand menu. Select Freightways Group Limited in the holding line and “Apply” to select your participation level.
- (c) Shareholders who subsequently decide that they would like to participate in the Plan can request a Participation Notice from the Share Registrar at the address or email above.
- (d) If the Participation Notice does not indicate the degree of participation or indicates a degree of participation in excess of the number of Shares then held by that Shareholder, it will be deemed to be an application for full participation provided the Participation Notice is otherwise correctly completed and signed.
- (e) If a correctly completed Participation Notice is received by the Share Registrar before 5pm (New Zealand time) on an Election Date, participation in relation to the net proceeds of cash dividends payable or credited will commence on that Election Date, otherwise participation will commence on the first Election Date after receipt, subject to any termination of the Plan becoming effective before then.

3.2 **Holder Number and Common Shareholder Number (CSN):** A separate Participation Notice must be given by a Shareholder in respect of each holding of Shares identified by a separate Holder Number or CSN.

3.3 **Time when Participation Effective:** Participation will be effective as to net proceeds of cash dividends payable or credited at 5.00pm New Zealand time on the first Record Date which occurs after receipt by the Share Registrar of a properly completed Participation Notice or, if your Participation Notice is received after a Record Date but before 5:00pm on an Election Date, from the Record Date immediately preceding that Election Date.

#### 4. ADDITIONAL SHARE ENTITLEMENT

4.1 **Formula for Calculation of Additional Shares:** The number of Additional Shares to be acquired by a Participant in return for a cash dividend will be calculated in accordance with the following formula:

$$N = \frac{PS \times D}{Price}$$

Where:

**N** = is the number of Additional Shares that you will receive.

**PS** is the number of Participating Shares.

**D** is the net proceeds per Share from Freightways (expressed in cents and decimals of cents, including any supplementary dividends in respect of Participating Shares payable to non-resident

Shareholders but excluding any tax credits and after deduction of any resident and non-resident withholding (or other) taxes, if any) of cash dividends payable or credited on that Share that would otherwise have been paid to a Shareholder in cash if the Shareholder had not elected to participate in the Plan.

**Price** is the volume weighted average sale price in New Zealand dollars (expressed in cents and decimals of cents) for a Share calculated on all price setting trades of Shares which took place through the NZX Main Board over a period of five trading days immediately following the Record Date less a discount (if any) as determined at the discretion of the Board from time to time. If no sales of Shares occur during those five trading days, then the average of the volume weighted average sale price will be deemed to be the sale price for a Share on the last price setting trade of Shares which took place after such trading days as determined by NZX.

Any volume weighted average sale price so determined may be reasonably adjusted by Freightways to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board, any exceptional or unusual circumstances have artificially affected the volume weighted average sale price so determined, Freightways may make such adjustment to that sale price as it considers reasonable. The determination of the price of the Additional Shares by the Board, or by some other person nominated by the Board, will be binding on all Shareholders with Participating Shares.

#### 4.2 **Fractional Shares:**

- (a) Where the number of Additional Shares to be acquired by a Participant calculated under clause 4.1 is not a whole number, the number of Additional Shares acquired by that Participant will be rounded (up or down, as applicable) to the nearest whole number except that if the fraction is one half, the number of Shares issued or transferred will be rounded up to the nearest whole number.
- (b) Any net proceeds per Share (being those described in the definition of "D" on in clause 4.1) that are not applied to acquire a part of an additional Share because of the operation of clause 4.2(a) above shall be retained by Freightways for its sole benefit and will not be refunded or paid to a Participant nor held by Freightways or the Share Registrar on behalf of a Participant.

4.3 **Share Price Information Publicly Available:** Freightways will ensure that, at the time the price for the Additional Shares is set under clause 4.1, it will have no information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if the information was publicly available.

#### 4.4 **Compliance with Laws, NZX Listing Rules and Constitution:**

- (a) The Plan will not operate in relation to a dividend to the extent that the allotment, issue or transfer of Additional Shares under the Plan would breach any applicable law, the NZX Listing Rules or any provision of the Constitution.

- (b) If and to the extent that the Plan does not operate for such reason in respect of a Participant's Participating Shares, the relevant dividend on Participating Shares will, until such time as the issue is resolved, be paid or distributed to that Participant in the same manner as to Shareholders not participating in the Plan.

## **5. OPERATION OF THE PLAN**

5.1 **Issue or transfer of Additional Shares:** Freightways will, on the day that a Participant would otherwise have been paid a dividend, issue or transfer the Additional Shares to that Participant in accordance with clause 4.

5.2 **Terms of Issue and Ranking of Additional Shares:** Additional Shares issued or transferred to Participants under the Plan will be acquired on the terms set out in this Plan, and subject to termination, suspension and modification set out in clause 8.1, will not be acquired on any other terms and will all be subject to the same rights as all other Additional Shares. The Additional Shares issued or transferred to Participants under the Plan will, from the date of acquisition, rank equally in all respects with each other and with all other Shares on issue as at that date.

## **6. SOURCE OF ADDITIONAL SHARES**

6.1 Additional Shares to be acquired by Participants under the Plan may, at the Board's discretion, be:

- (a) new Shares issued by Freightways;
- (b) existing Shares acquired by Freightways or a nominee or agent of Freightways; or
- (c) any combination of (a) and (b) above.

## **7. STATEMENT TO PARTICIPANTS**

7.1 Subject to these Terms and Conditions, Freightways or the Share Registrar will send to each Participant, as soon as practicable after each Dividend Payment Date, a statement detailing in respect of that Participant:

- (a) the number of Participating Shares of the Participant as at the relevant Record Date;
- (b) the amount of cash dividend reinvested in respect of Participating Shares and the amount of dividend paid in cash on the Non-Participating Shares (if applicable);
- (c) the amount of any tax deduction made;
- (d) the number of additional Shares acquired by the Participant under the Plan on the relevant dividend payment date and the per-share issue price of those additional Shares;
- (e) advice as to the amount of any taxation credits; and

- (f) such other matters as are required by law with respect to dividends and/or their reinvestment.

## 8. TERMINATION, SUSPENSION AND MODIFICATION

8.1 **The Board's Discretion:** The Board may, in its sole discretion, at any time:

- (a) terminate, suspend or modify the Plan. If the Plan is modified, then a Participation Notice given prior to such modification will be deemed to be a Participation Notice under the Plan as modified unless that Participation Notice is withdrawn by the Participant in accordance with clause 8.4; or
- (b) resolve that participation in the Plan will not apply to the whole or part to the net proceeds of any cash dividend and that the whole or applicable part will be paid in cash and will not be reinvested; or
- (c) resolve that in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of shares, that a Participation Notice given in respect of Shares will be deemed to be a Participation Notice in respect of the shares as subdivided, consolidated or reclassified unless such Participation Notice is subsequently changed or withdrawn by the Participant; or
- (d) resolve that a Participation Notice will cease to be of any effect; or
- (e) determine that Additional Shares may be acquired by Participants at a discount to the market price of Shares in accordance with clause 4.1, adjust the level of any discount or determine that no such discount will apply; or
- (f) determine that Shareholders in specific jurisdictions outside New Zealand and Australia may participate in the Plan; or
- (g) determine that the Plan may be underwritten on such terms agreed between Freightways and an underwriter.

8.2 **Prior Notice:** Notice of any termination, suspension or modification of the Plan under clause 8.1 will be given to all Participants via market announcement. However, no such modification or termination by Freightways under clause 8.1(a) will be made during the period commencing on a date 21 days before a Record Date for the purposes of determining entitlement to a dividend and ending on the date of payment of that dividend.

8.3 **When No Notice Required:** Notwithstanding clause 8.1, Freightways may at any time, without the need of any notice:

- (a) modify the Plan to comply with the Constitution, the NZX Listing Rules, or any applicable law; and
- (b) make minor amendments to the Plan where such amendments are of an administrative or procedural nature.

8.4 **Variation or Termination by a Participant:** A Participant may, at any time:

- (a) increase or decrease the number of Participating Shares by completing and sending a new Participation Notice to the Share Registrar; or
- (b) terminate the Participant's participation in the Plan by written notice to that effect to the Share Registrar.

Such variation or termination will take effect immediately upon receipt by the Share Registrar of the new Participation Notice or the written termination notice, as the case may be. Written notice of the variation or termination should be sent to the Share Registrar.

8.5 **Death of Participant:** If a Participant dies, participation by that Participant will cease upon receipt by the Share Registrar of a notice of death in a form acceptable to Freightways. Death of one of two or more joint Participants will not automatically terminate participation.

## 9. REDUCTION OR TERMINATION OF PARTICIPATION WHERE NO NOTICE GIVEN

9.1 **Dispositions where Partial Participation:** Where a Participant in respect of some but not all its Shares, disposes of some of its Shares then, unless the Participant notifies Freightways otherwise in writing:

- (a) the Shares disposed of will be the Participant's Non-Participating Shares; and
- (b) if the number of Shares disposed of is greater than the number of the Participant's Shares not nominated for participation in the Plan, the balance will be attributed to Participating Shares.

9.2 **Partial Dispositions where Full Participation:** If a Participant with full participation disposes of part of its holding of Shares without giving the Share Registrar written notice terminating the Participant's participation in the Plan in accordance with clause 8.4(a) or 8.4(b), the Participant will be deemed to have terminated its participation in the Plan with respect to the Shares disposed of by it from the date Freightways registers a transfer of those Shares.

9.3 **Dispositions of all of Shares:** If a Participant disposes of all of its holding of Shares without giving the Share Registrar written notice terminating the Participant's participation in the Plan in accordance with clause 8.4(b), the Participant will be deemed to have terminated participation in the Plan from the date Freightways registers a transfer of those Shares.

## 10. TAXATION

10.1 **New Zealand and Australian tax:** For New Zealand and Australian tax purposes, Shareholders who reinvest the net proceeds of their cash dividends to acquire Additional Shares via participation in the Plan should be taxed in the same way as if they had not participated. This means that Shareholders who participate in the Plan should have taxable dividend income of the same amount that they would have derived had they not participated.

10.2 **General summary only:** The taxation summary above is based on New Zealand and Australian taxation laws as at the date of this Offer Document and is, of necessity, general. It does not take into account the circumstances of individual Shareholders and the specific tax consequences to them of participation or non-participation in the Plan, which may vary considerably. Shareholders (New Zealand, Australian and non-resident Shareholders) should not rely on this general summary but should seek their own tax advice. Freightways does not accept any responsibility for the financial or taxation effects of a Shareholder's participation or non-participation in the Plan.

## 11. COSTS

11.1 **No charges or brokerage:** There are no charges for participation or withdrawal from the Plan or changing the number of Shares nominated by Participants that will participate in the Plan. No brokerage or commission costs will be payable by Participants in respect of the Additional Shares they receive under the Plan.

## 12. STOCK EXCHANGE QUOTATION

12.1 **Quotation of Additional Shares:** Freightways will apply for quotation of the Additional Shares which may be issued under the Plan on the NZX Main Board. It is expected that such Additional Shares will be quoted on the NZX Main Board on the completion of allotment procedures. However, NZX accepts no responsibility for any statement in this Offer Document.

## 13. Information for Australian Shareholders

13.1 The offer of Shares under the Plan does not require disclosure for the purposes of chapter 6D.2 of the Corporations Act 2001 (Cth) as Freightways is relying on the exemption under section 708(13) of the *Corporations Act 2001* (Cth). Accordingly, this Offer Document will not be lodged with the Australian Securities and Investments Commission.

13.2 Australian resident Shareholders should note that Freightways is not licensed to provide financial product advice in relation to the Shares offered under the Plan. There is no cooling-off regime that applies in respect of the issue of Shares under the Plan. This Offer Document does not take into account Shareholders' personal objectives, financial situations or needs. Shareholders should consider obtaining their own financial product advice in relation to the proposed offer from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

## 14. GOVERNING LAW

14.1 **New Zealand law:** This Offer Document and the Plan, and its operation, will be governed by the laws of New Zealand.

## 15. ANNUAL REPORT AND FINANCIAL STATEMENTS

15.1 **Copies of documents:** Copies of Freightways' most recent annual report and financial statements complying with generally accepted accounting practice that are prepared for the most recently completed accounting period and a copy of the auditor's report on those financial statements

may be obtained at Freightways' website [freightways.co.nz/investor-relations/](http://freightways.co.nz/investor-relations/) or free of charge on request from:

The Company Secretary  
Freightways Group Limited  
PO Box 92111  
Victoria Street West  
Auckland 1140  
New Zealand  
Phone: +64 9 571 9670  
Fax: +64 9 571 9671

**GLOSSARY**

<b>Additional Shares</b>	The additional Shares to be acquired by Participants pursuant to the Plan.
<b>Board</b>	The board of directors (as defined in and acting in accordance with the Constitution or their delegate (if any)), of Freightways.
<b>Constitution</b>	The constitution of Freightways as amended from time to time.
<b>Dividend Payment Date</b>	The date on which Freightways pays a dividend in respect of the Shares.
<b>Election Date</b>	The date, in respect of each Record Date, that is the first trading day after the Record Date or such later date as may be set by the Board and advised to NZX.
<b>Freightways</b>	Freightways Group Limited, New Zealand company number 1255822, having its registered office at 2nd Floor, Freightways House, 32 Botha Road, Penrose, Auckland.
<b>Non-Participating Shares</b>	Shares in respect of which no election to participate in the Plan has been made by a Participant at the Record Date.
<b>NZX</b>	NZX Limited.
<b>NZX Listing Rules</b>	The NZX Listing rules from time to time.
<b>NZX Main Board</b>	The main board equity security market operated by NZX.
<b>Offer Document</b>	This booklet which sets out the terms and conditions of the Plan.
<b>Participant</b>	A Shareholder who has elected to participate in the Plan.
<b>Participating Shares</b>	Shares in respect of which an election to participate in the Plan has been made by a Participant at the Record Date.
<b>Participation Notice</b>	The participation notice in the form that accompanies this Offer Document or such other form, written or electronic as approved by Freightways from time to time.
<b>Plan</b>	Freightways Dividend Reinvestment Plan established by the Board on the terms and conditions set out in this Offer Document, as amended from time to time.
<b>Record Date</b>	The date on which Freightways' register of Shareholders is closed in order to determine entitlement to a dividend.
<b>Share Registrar</b>	Computershare Investor Services Limited.
<b>Shareholders</b>	Holders of Shares.
<b>Shares</b>	Fully paid ordinary shares in Freightways held at any given time.
<b>Terms and Conditions</b>	Terms and conditions of this Plan.



**DIRECTORY****Freightways Group Limited**

2nd Floor, Freightways House

32 Botha Road

Penrose

Auckland 1061

NEW ZEALAND

**Share Registrar**

Computershare Investor Services Limited

Level 2, 159 Hurstmere Road

Takapuna

Private Bag 92119

Auckland 1142

NEW ZEALAND

**Legal Advisers**

Mayne Wetherell

Level 5, Bayleys House

30 Gaunt Street

Auckland 1010

NEW ZEALAND