

ALLOYFOLD TERMS AND CONDITIONS OF SALE AGREEMENT (page 2 of 2)

AGREEMENT

- Alloyfold NZ agrees to sell and The Customer agrees to buy The Goods on the terms and conditions set out in this agreement. Alloyfold NZ is a subsidiary of Pathway Engineering Limited, incorporated in New Zealand.

ORDER DETAILS

- The order is for The Goods specified on page 1 at the price specified on page 1.
- Unless otherwise stated prices are in USD and are quoted FOB Arkansas, USA.

TRANSFER OF GOODS TO CUSTOMER

- The Goods become the property of The Customer only upon receipt of payment of the full price by Alloyfold NZ.

PAYMENT

- Unless otherwise stated payment terms are 25% deposit (as order confirmation) with **balance payable upon or prior to shipping**
- Payments may be made by irrevocable letter of credit (IRC), by wire transfer or by sending a check to the address specified on page 1.
- Where a credit card is used by arrangement, a surcharge of 3.5% will be added to cover this cost
- Any overdue balance on this order will incur additional interest charges of 3% of the overdue balance per month.
- Any foreign currency costs incurred by Alloyfold NZ because of late payment by The Customer will be passed onto The Customer and will be payable by The Customer
- Any costs incurred by Alloyfold NZ from a debt collection agency to collect payment from The Customer will be passed on to The Customer and will be payable by The Customer
- **Wiring instructions for payments are as follows:**
Beneficiary: Pathway Engineering Limited, 1359 W 13th PI, TEMPE, AZ 85281
Beneficiary bank: Bank of America, Phoenix, AZ 85038, Account # 457012243644,
Routing # (domestic) 026009593, Swift Code (intl) BOFAUS3N (USD) or BOFAUS6S (For. currency)

SHIPPING

- Depending on quantity and options selected orders may be shipped ex-stock from Alloyfold NZ's New Zealand factory, or from its manufacturer or agent in the USA.
- Delivery times vary with season and manufacturing commitments, and every effort will be made to meet The Customer's deadline, which is extremely important, however circumstances outside the control of Alloyfold NZ may delay delivery on occasion.
- When shipping from New Zealand to the USA is arranged by Alloyfold NZ, full payment of shipping costs is due upon or prior to shipping.

RISK

- The Goods are at the risk of The Customer from the time full payment has been made or when delivery has been made to The Customer [whichever occurs first].

WARRANTY

- Alloyfold product is made using top quality components and advanced construction techniques that will withstand the toughest environments.
- Alloyfold products on this order come with a 5 year replacement warranty against defective parts or workmanship as judged by Alloyfold NZ. The warranty does not cover abuse or excessive force by The Customer or third party users and is limited to the replacement of goods to The Customer only and does not extend to consequential loss or damage however suffered.
- The warranty is void if in the opinion of Alloyfold NZ The Goods have been modified in any way after supply by Alloyfold NZ.
- Warranty replacements if necessary will be shipped direct to The Customer from Alloyfold NZ's warehouse in the USA and The Customer is expected to return any defective product to this location. Target time frame for dispatch of replacements to The Customer is within 48 hours of acceptance of the warranty claim.
- Alloyfold NZ carries public liability insurance against any litigation brought by dissatisfied users of Alloyfold product should that occur.
- The laws of New Zealand govern this sale of Alloyfold product.

The logo for Alloyfold, featuring the word "ALLOYFOLD" in a bold, stylized, sans-serif font. The letters are black with a white outline, and the "A" and "F" have a unique, angular design.