

ALLOYFOLD TERMS AND CONDITIONS OF SALE AGREEMENT

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 Ltd.

ORDER DETAILS

- The order is for the goods specified overleaf at the price specified overleaf
- Prices are in NZD exclusive of GST and are quoted FOB Christchurch, New Zealand.

TRANSFER OF GOODS TO CUSTOMER

- The goods become the property of the customer 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 can be made by cheque, or direct credit. Payment by credit card attracts a 3.5% surcharge.
- An irrevocable letter of credit (IRC) can be drawn up to facilitate payments if preferred.
- Any overdue balance on this order will incur additional interest charges of 3% of the overdue balance per month. Any currency losses incurred as a result of late payment will be on-charged to 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
- Alloyfold NZ's bank account for direct payments is as follows:
National Bank of New Zealand, Riccarton Branch 06-0821-0249276-00

SHIPPING

- Orders will be shipped ex-stock from Alloyfold NZ's Christchurch factory.
- 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.
- Alloyfold NZ can arrange a quotation for shipping through its preferred agent, for the customer on request.
- When Alloyfold NZ arranges shipping, 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 4 and Alloyfold II chairs 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.
- The Alloyfold II chair is rated to British standard level 5 "seating intended for exceptionally severe use" and has a typical yield strength in excess of 300 kg static load in testing.
- 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 stylized, bold, sans-serif font. The letters are black with a white outline, and the "O"s are particularly prominent.