



**Terms and Conditions of Sale – Consolidation & Sourcing Services**

**Effective January 2007**

**OUR SERVICE**

We offer a trade facilitation service, for customers in the USA, wanting to buy in Mexico. For one agreed fee, determined as a percentage of the value of the purchases, we include the following services: a) Vendor and product finding b) Vendor and product development assistance c) Order coordination & follow up d) Representation in Mexico e) Payment disbursement to vendors. We also offer additional services at an additional cost

**TO PLACE AN ORDER:**

By signing these terms and conditions, the customer agrees to work with North Cray Company, LLC DBA Olde Copper consolidation and sourcing services. Once vendor and products are developed and selected, we will continue with the order operation. All Purchase Orders (PO) to vendors should be placed by fax or email, following our established procedures. a) Form "Letter of Instructions New Order" should be filled completely and faxed or emailed together with all customer sales orders. Your order is deemed to be entered correctly and our terms and conditions are considered accepted unless you notify within 5 days of the order date. Please provide your re-sale certificate and tax number on your letterhead for your first order.

**PRICES:**

Quotes should be provided in writing and should state exactly what is covered and what is not covered in the quote

**TERMS:**

- All our services and payment to vendors should be prepaid via wire transfer
- Payment to vendors will be as negotiated with each vendor
- An invoice with our fees, will be sent to customer, along with the funds needed to pay the vendor

**CANCELLATIONS/MODIFICATIONS:**

Orders cannot be canceled or modified after they have been received by Olde Copper. Any modification or cancellation after any of the Forms "Letter of Instructions New Order" or "Letter of Instructions Consolidation" have been submitted, will generate additional expenses.

**MERCHANDISE PURCHASED:**

By signing these terms and conditions, customer accepts and agree that Olde Copper is not selling any merchandise to the customer. And therefore, Olde Copper is not directly responsible for the quality, characteristics, packing, legal implications, regulations, import duties, import regulations, cost, production lead time and any other issue related to the merchandise. Olde Copper in this act is providing the coordination of the vendors, products, payments and orders and will act as the customer's agent in resolving any conflict with the vendor.

**TRANSPORTATION:**

Before shipping any order to the final customers, we shall receive from customer the Form "Letter of Instructions Consolidation", authorizing Olde Copper to proceed with shipment as per the instructions set in the form. All transportation should be provided by Space Logistics, unless otherwise required by customer. Space Logistics will provide a separate quote and all transportation services rendered through Space Logistics shall be subject to Space Logistics Terms and Conditions which customer accepts and agree to abide by them. Orders meeting size, sturdiness and weight requirements of parcel carriers will be shipped by parcel carriers. Orders requiring motor freight carrier handling will be shipped palletized. .

**CLAIMS/SHORTAGE/DAMAGES**

We can not take direct responsibility on breakage, vendor mistakes (although we will be working closely to resolve vendor problems and develop vendor accordingly), quality issues, damages, shortages or overages. We will resolve these type of issues directly with either the vendor or the transportation company in the best interests of our customers. We will gladly represent the company in this process.

**ADDITIONAL SERVICES:**

For the convenience of our customers, we offer additional services, such as quality inspection, packing, counting, warehousing, shipping, among others. These services will bear additional costs and will be billed separately from our fees.

\_\_\_\_\_  
 Name Signature Date

*We appreciate your business and confidence in our company and services. We sincerely wish you success with our products and hopefully our business relationship will grow in the near future. If for any reason you are not satisfied with our service, please, don't hesitate to contact us. It is in our best interest to guarantee 100% satisfaction to all our customers.*



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