

TERMS & CONDITIONS

Notice & Disclaimer

1. **The Buyer is notified that all products and their handling, storage, transportation or use, have some significant risks to life and property. No warranties are expressed or implied.**
2. **No warranties are expressed or implied.**
3. **The Buyer accepts total responsibility for the safe, proper and legal handling, storage, transportation or use of all products and according to all national, state or provincial, and local codes, regulations and laws or insurance requirements.**
4. **The Buyer relieves Precocious Pyrotechnics, Inc. (PPI) it's officers, employees, suppliers and agents from any and all liability associated with the purchase, handling, storage, transportation or use of all products.**

GENERAL TERMS

1. **Minimum order is \$50.00 of products and materials, excluding freight, setup, special order, rush handling or other charges!** Orders of less than \$50.00 total of products and materials will be charged the difference.
2. Orders are only tentative until payment/PO/LC is received and approved by PPI.
3. All goods subject to seasonal availability and on a first come, first served basis.
4. Prices, terms, conditions and specifications subject to change without notice.
5. We reserve the right to substitute for products or materials out of stock or production with similar or like items of equal or greater value.
6. **Orders being picked up in Minnesota must have a sales tax of 6.5% added on, unless a Minnesota sales tax form is on file, or similar state tax ID number from another state!**
7. Special orders require 100% payment in advance before materials are ordered and the job is started. Absolutely no returns of special orders are accepted.
8. Some orders may be subject to additional setup or production service charges, depending on the production schedule, time of year or other factors.
9. PPI is not responsible for delays in supplying Buyer with their order due to any problems or reasons.
10. **We reserve the right to refuse sales or transfers at anytime for any reason!**
11. **We now accept both VISA and Master Card** (4% service fee).
12. **Less than FULL case add 25% up charge unless otherwise noted.**

CREDIT

1. Credit to pre-approved, qualified accounts only!
2. Net 30 Days, (1%, 10 Days). A 1% discount is provided for payments within 10 days.
3. A 1½% (18% APR) finance charge will be charged every 30 days and compounded on all outstanding balances. Net 30 Days, (1%, 10 Days). A 1% discount is provided for payments within 10 days.

PAYMENT

1. Payment must be in US \$ drawn on a US Bank.
2. Cashier's Check, money order, bank wire transfers and pre-approved corporate purchase orders and irrevocable Letter of Credit, at sight, in our favor accepted.
3. Personal or company checks may require 10 or more banking days to clear.
4. The Buyer is responsible for all wire transfer, currency exchange, letter of credit, courier or other bank or credit service charges or fees.

RESTOCKING & RETURNS

1. Returns are not accepted without written return authorization and a return authorization number from PPI.
2. Approved returns will not be accepted unless the products and materials are received in salable condition, have not been used, changed, modified or reworked.
3. Approved returns must be packed as shipped in the original PPI shipping cartons.
4. Returned merchandise will be credited to your account after a thorough inspection upon receipt by PPI. *No cash refunds.*
5. A 40% restocking fee will be charged on all returns.
6. Buyer must pay all shipping and handling costs for any returns. We will not accept returns freight collect.
7. Restock fee is 40% of the original balance of the order if it has been processed.

PERMITS & LICENSES

We are required by federal and state laws to have the Buyer's permits or licenses in order to sell or transfer the majority of our products. Copies of licenses and permits will be placed in a Buyer's permanent file and accompany all shipments. *Please do not ask us to do otherwise!*

1. All Buyers must furnish us with the appropriate and valid federal and state and local licenses or permits.
2. All licenses and permits or their acceptable photocopies must be clean, legible and signed in ink where called for.
3. All Buyers must provide us with the basic information needed for a normal business transaction including: The names of the individual or responsible employees placing the order, receiving the order, any company or corporate name, the billing address, the shipping address (if different), phone and fax numbers, etc.

For display use only (No manufacturing or resale)

1. All display fireworks and many fireworks supplies **require** a federal Alcohol, Tobacco & Firearms (ATF) user permit.
2. Some fireworks sales or transfers will require additional documentation or licensing, depending on the quantity, type, and destination.

Product Demos are May 15, 2010!

For manufacturing or resale.

1. All fireworks, inserts or components require a valid federal ATF manufacturer or dealer license.
2. Some fireworks sales or transfers will require additional documentation or licensing, depending on the quantity, type, and destination.

We have many of the forms you may need for these transactions. It is not that difficult or expensive to comply with most of these requirements. *Please be sure to allow plenty of time to be able to obtain them in time for your order to be processed and shipped.*

For a copy of the ATF regulations and the forms, contact: **ATF Distribution Center**, 7943 Angus Court, Springfield, VA 22153 or look up U.S. Government in the white pages or government section of the phone book.

Please call if you have any questions when filling them out and we'll be happy to assist or direct you to the appropriate agency that can assist.

CANADA

The majority of PPI products are approved or are in the process of being approved for sale and use in Canada by Canada Centre for Mineral & Energy Technology (CANMET). Instructions and labels for finished fireworks are available in French and English with the required information for Canada. Shipments to Canada can be made via most carriers.

MEXICO

The majority of PPI products are approved or are in the process of being approved for sale and use in Mexico. Instructions and labels for finished fireworks are available in Spanish and English. Shipments to Mexico can be made via most carriers.

OVERSEAS, HAWAII, ALASKA & PUERTO RICO

PPI can ship most display fireworks, components, inserts and materials Overseas and to Hawaii, Alaska, Puerto Rico, the US Virgin Islands, Guam and other US Territories. Shipments outside the continent can be made via LCL or CL ocean freight. Generally small shipments (less than a full pallet) are not economical. Please contact us with your specific interests for more details.

FREIGHT, HANDLING & SHIPPING TERMS

Most orders for display fireworks, inserts, and components are shipped via common carrier. Most orders for paper and other non-energetic items can be shipped by small package delivery such as UPS (**there is a \$12.00 handling, packaging, and pickup charge on all UPS orders**).

FREIGHT

1. Ex Works (EXW) Belgrade, Minnesota USA.
Buyer bears full cost and risk for securing and paying for the goods, freight, freight forwarding and other shipping fees, custom duties and taxes and obtaining export licenses and documentation, and complying with all laws, codes and regulations unless other arrangements are agreed to in writing prior to sale.
2. Orders shipped freight collect or charged to a Buyer's freight account number will only be shipped to pre-approved customers.
3. **CODs are sent COD, Cash only: There is a \$ 35.00 COD charge!**
4. All claims for shortages or damaged goods for shipments via commercial carrier must be reported to that commercial carrier.
5. All claims for shortages or damaged goods for shipments picked up by the Buyer must be reported to PPI within 7 days from receipt of shipment.

PPI is not responsible for shortages or goods damaged in transit.

HANDLING

1. Rush orders (48 hours or less) are subject to a 10% *minimum* rush service surcharge.
2. Some orders requiring special handling or packing may be subject to additional handling or freight service charges.
3. All weights listed are approximate. Packing and packaging will add some to the total, depending on the quantity and configuration of the order.

SHIPPING

1. All orders are shipped by the "best route" unless Buyer specifies otherwise.
2. **All Buyers who wish to pick up orders must arrange a date and time at least 72 hours in advance. Please! Do not show up and expect to be able to pick up your order without making arrangements first!**
3. All shippers, including Buyers who pick up their orders, are required to sign a bill of lading and other documents when receiving each shipment.
4. All shippers, including Buyers who pick up their orders, are required to receive shipments in accordance with Department of Transportation (DOT) requirements, depending on the type and quantity of fireworks or energetic materials received.
5. Air shipments of fireworks or energetic materials can only be made by specific airfreight carriers or small package shippers, and then only from and to specific airports. *Air shipments of energetic materials are difficult and can be very expensive!*

**Special deals on Consumer Fireworks!
Check them out on the back pages!**