

CONDITIONS OF SALE

1 INTERPRETATION

1.1 In these Conditions: "Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the seller.

"Goods" means the goods (including any installment of the goods or any part for them) which the seller is to supply in accordance with these Conditions.

"Seller" means Total FX Fireworks Ltd.

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"Contract" means the contract for the purchase and sale of the Goods.

"Appropriate Credit Period" means the period of time following the date of the Sellers invoice within which the buyer shall pay the price of the goods. The Appropriate Credit Period will be specified by the Seller when an order is confirmed.

"Writing" includes facsimile transmission and comparable means of communication (excluding E-mail)

2 BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall buy the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller subject in either case to the terms of these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance or offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the Seller.

3 ORDERS AND SPECIFICATIONS

3.1 The Buyer shall be responsible for ensuring the accuracy of the terms of any order (including any specification) and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract.

3.2 The quantity quality description and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or Buyer's order (if accepted by the Seller).

3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any relevant safety or other statutory requirements which do not materially affect their quality or performance.

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer except with the agreement in Writing of the Seller.

4 PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published price list at the date of acceptance of the order. Prices quoted are valid for only 30 days or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 Particularly because a substantial quantity of the Goods are imported the Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond their control (such as any foreign exchange fluctuation, currency regulation alteration of duties, significant increase in the costs of labour materials or other costs of manufacture) or any change in delivery dates quantities or specifications of the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.

5 TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer at any time after the Buyer has been notified that the Goods are ready for collection or the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within the Appropriate Credit Period notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will not be issued unless requested.

5.3 Where any part of any invoice is questioned by the customer in good faith the amount in question may be deducted, but the balance of the invoice must be paid in accordance with the above terms. Details of the query including the invoice number and the reason for deduction must be notified to the company within the period allowed for claims (see section 8)

5.4 Provided no previous invoice is overdue the Buyer may be entitled to a prompt payment discount. Such discount, if appropriate, will be shown on the relevant invoice and will be given only if payment is made within the Appropriate Credit Period.

5.5 If the Buyer fails to make any payment on the due date then the Seller shall be entitled to:

5.5.1 Cancel the contract or suspend any further deliveries to the Buyer.

5.5.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.5.3 Charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 3 percent per annum above Bank of England's base rate, until payment in full is made, this includes the Seller's legal costs incurred. (A part of a month being treated as a full month for the purpose of calculating interest)

6 DELIVERY / RETURNS

6.1 Buyers should particularly note that subject to the following any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Seller in writing

6.2 Where the Goods are to be delivered in installments each delivery shall constitute a separate contract and failure by the Seller to deliver one or more of the installments or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.3 Where any goods are returned by the Buyer to the Seller it shall be the responsibility of the Buyer to ensure that all necessary steps are taken to comply with all relevant legislation relating to the transport handling and control of hazardous materials in force for the time being.

6.4 Goods must be checked against the delivery note and shortages must be indicated on the delivery note at the time of delivery.

6.4.1 All Goods must be checked for damages upon receipt and damages must be indicated on the delivery note at the time of delivery.

6.4.2 Any claim in respect of the above should be made by telephone on date of delivery and in writing within 3 days of delivery.

7 RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until the property in the Goods passes to the Buyer the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.

7.4 Until the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller but if the Buyer does so all monies owing by the Buyer to the Seller shall become due and payable.

8 DEFECTS AND LIABILITY

8.1 Any claim by the Buyer which is based on any alleged defect in the quality or condition of the Goods or their failure to correspond with any specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller in writing within 3 days from the date of delivery. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.2 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.

8.3 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:

8.3.1 Act of God explosion flood tempest fire or accident

8.3.2 war or threat of war sabotage insurrection civil disturbance or requisition.

8.3.3 acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority.

8.3.4 import or export regulations or embargoes

8.3.5 strike lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).

8.3.6 difficulties in obtaining raw materials labour fuel parts or machinery.

8.3.7 power failure or breakdown in machinery.

8.3.8 No claims will be entertained unless the above conditions are strictly adhered to.

9 INSOLVENCY OF BUYER

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases or threatens to cease to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10 GENERAL

10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such address as may at the relevant time have been notified pursuant to this provision to the party given notice.

10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the Remainder of the provision in question shall not be affected thereby.

10.4 The Contract shall be governed by the laws of England.

WARNING

FIREWORKS ARE A HAZARDOUS PRODUCT, SHOULD BE HANDLED WITH CARE, AND KEPT AWAY FROM NAKED FLAMES

YOU MUST BE REGISTERED TO STORE AND SELL FIREWORKS AND IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU COMPLY WITH ALL NECESSARY REQUIREMENTS.