

Quantum Fireworks

To order anything from Quantum-Fireworks.com you must accept the **Fireworks Purchasing and Hold Harmless Agreement** when you place your order with us.

If you are unable to place your order online, you must sign and return a copy of this agreement to Quantum-Fireworks.com. To send us a hard copy, first print this page. Then sign and mail, fax, or email a signed copy of this agreement to Quantum-Fireworks.com.

You will need to send the Fireworks Purchasing and Hold Harmless Agreement for every order you place with Quantum-Fireworks.com.

Quantum Fireworks LLC
191 Shannon Court
Winchester, VA 22602
FAX (540) 662-4542
Email: sales@quantum-fireworks.com

Continued on next page.....

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Purchasing and Hold Harmless Agreement

By signing below, you agree/promise as a condition of this sale that you will abide by the law in place where you use these fireworks. Failure to do so could result in fines and/or confiscation of products. We will not be responsible in any way for any injuries or such that may occur while using these fireworks. If your order does not comply with these rules, or our [Shipping Restrictions](#), we have and will exercise the right to cancel your order.

Once your order leaves our facilities they are then your responsibility. All of our fireworks are sold on the basis that they will be used properly, that the buyer and the user of these fireworks is at least 18 years of age, and that they comply with all legal requirements regarding the possession, use, and storage of fireworks, and have all necessary permits to possess, store, and use these fireworks if your State / County / Municipality requires one. Quantum Fireworks LLC will not be held responsible for fines and/or confiscation of property due to false information given by the buyer and/or user of these items. Always inspect your order and have the delivery driver note any damages on the delivery receipt BEFORE signing. Forward any such information to us so we can assist you in making a claim with the shipping company. In addition, we do not make these fireworks do not guarantee their performance. **ALL FIREWORKS ARE SOLD AS IS AND THE BUYER ON/OR USER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, STORAGE, AND USE OF FIREWORKS.** Quantum Fireworks reserves the right to substitute items of equal or greater value.

By accepting this Fireworks Purchasing and Hold Harmless Agreement, I hereby acknowledge that:

- A) I am at least 18 years old;
- B) that the fireworks being purchased have hazardous properties that may endanger life and limb; and
- C) that I am legally entitled to receive, possess, store, and use these fireworks.

In consideration for the sale of any fireworks to me, I agree to the following terms:

1. QUANTUM FIREWORKS LLC (QUANTUM-FIREWORKS.COM) (THE SELLER) DISCLAIMS ALL WARRANTIES AND SPECIFICALLY MAKES NO WARRANTY THAT THE FIREWORKS ARE MERCHANTABLE OR THAT THEY ARE FIT FOR A PARTICULAR PURPOSE.

2. In no event shall the seller, or seller's heirs and assigns, be liable for consequential damages, nor shall seller's liability on any claim for damages arising out of or connected with the sale, delivery, possession, storage, or use of the fireworks exceed the purchase price of the fireworks.

3. I will not possess, store, or use the fireworks in violation of any local, state, or federal law.

4. I, on behalf of myself, my successors and assigns, agree to defend and hold the seller harmless from and will indemnify seller from damages caused by the possession, storage, or use of the fireworks.

5. I agree that if my order from seller cannot be delivered for any reason (wrong address, refused delivery, failure to pick up at trucking company terminal, etc.), that I will pay for any return shipping and storage costs seller may have to incur, plus a 20% (of total order invoice) restocking fee.

6. I agree that the conditions above apply equally to all current, past, and future purchases from Quantum Fireworks LLC and that this is the sole agreement regarding product disclaimers and warranties, superceding any and all other statements.

7. This agreement is governed by the laws of the Commonwealth of Virginia, not including it's conflicts of laws provisions. Any claim brought against seller regarding the subject of this agreement must be brought in the State or Federal courts with jurisdiction in Frederick County, Virginia.

Signature: _____

Printed Name: _____

Date: _____ / _____ / _____

Address: _____

Phone Number: _____ Email Address: _____