

## **1- Terms of Sale**

In addition to the Terms of Use which govern your use of the BEM Fireworks website available at [www.bem.ca](http://www.bem.ca) (the "Website"), these Terms of Sale govern any order or purchase you make on the Website. BEM is the operator of the Website and the supplier for your order. By proceeding to place an order and accepting these Terms of Sale, you agree to be bound by these Terms of Sale whether or not you have read them. If you do not agree to these Terms of Sale, do not proceed with your order.

Please print and retain a copy of these **Terms of Sale** for your records.

## **2- Purchase information**

Purchases on the Website are limited to persons above the age of 18 years old.

You will not need to create an account in order to make a purchase on the Website. Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your order. Such e-mail is a confirmation that your order has been received by BEM. It is possible that you received from BEM an e-mail asking you to provide document to prove your majority.

BEM reserves the right, at its sole discretion, to cancel or refuse any order for any reason. Some situations that may result in your order being cancelled or refused are (i) limitations on quantities available for purchase; (ii) inaccuracies or errors in product or pricing information on the Website; or (iii) not able to get the document request to prove your age. We may also require additional verifications or information before accepting any order. BEM will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order.

## **3- Prices and currency**

The prices displayed on the Website are shown in Canadian dollars. During the checkout process, shipping fees and taxes are listed, if applicable. You are responsible for the payment of any shipping fees and any federal or provincial taxes that may apply to your order. Taxes are charged based on Federal and Provincial laws. Tax rate is based on shipping address provided at the time of checkout.

## **4- Payment method**

You may pay for your order using MasterCard, Visa. Cash, credit vouchers, cheques, gift cards or international credit cards are not accepted. When paying by credit card, your name, address and postal code must match the name, address and postal code on your credit card statement. You authorize BEM to charge the applicable payment method the total amount of your order, including applicable taxes and shipping and handling fees. You represent and warrant that you are the holder of the applicable card or account. If

your payment method cannot be validated or processed, your order will not be shipped and BEM will have no obligation to fulfil your order.

## **5- Shipping information**

**Delivery is free for all orders of \$ 150 + tx in the Montreal area (100 km from Coteau-du-Lac).**

**Delivery is free for all orders of \$ 250 + tx anywhere in Canada, except in remote areas.**

**The free delivery offer can not be combined with any other offer.**

Purchases made on the Website can be shipped within Canada only. The shipping address provided at the time of checkout must be a valid and a complete Canadian Shipping address. If you need your tracking number, please contact BEM Fireworks. There is always the option of picking up your order in our store here in Coteau-du-Lac. You can indicate this in the *Comment* box when ordering or by checking the option PICK UP IN STORE. Please note that we always require a proof of majority to sell you fireworks.

## **6- Returns and exchanges**

You may have certain statutory rights to cancel your order under applicable provincial consumer protection laws and BEM will respect all such applicable laws. In addition to these statutory rights, BEM permits returns and exchanges for broken or defect products in accordance with this section.

All purchases made on the Website with broken or defect products will be exchange but you need to return the unused product. Do not return your product by mail. Please contact BEM and we will make arrangements to do the exchange.

## **7- Disclaimer / limitation on liability**

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, LIABILITY OR CERTAIN DAMAGES OR LIMITATION OF REPRESENTATIONS MADE CONCERNING GOODS OR SERVICES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

BEM DISCLAIMS ALL WARRANTIES WITH RESPECT TO PRODUCTS SOLD ON THE WEBSITE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL BEM OR MANAGEMENT OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND THAT RESULT FROM OR IN CONNECTION

WITH THE USE OF ANY PRODUCTS SOLD ON THE WEBSITE, EVEN IF BEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8- Availability and descriptions**

The purchase of products on the Website is subject to availability. In the event that the product you request is not available at the time of your order, BEM will have no obligation to fulfill your order and you will have no obligation to pay BEM for the order. Adding products to your Cart or Wish List does not guarantee availability at the time of your order.

Although we strive to update and keep accurate product and pricing information on the Website, errors and/or omissions may occur. In the event that an item is listed at an incorrect price or with incorrect information, BEM shall have the right, at its sole discretion, to refuse or cancel any orders placed for that item. If an item is incorrectly priced and BEM elects to refuse or cancel your order, we will notify you of such refusal or cancellation.

PRODUCTS DISPLAYED ON THE WEBSITE MAY NOT BE AVAILABLE AT ALL TIMES AND PRODUCTS AND PRICES MAY BE CHANGED, AND PRODUCTS SUBSTITUTED OR DISCONTINUED AT ANY TIME. WHILE WE ATTEMPT TO PROVIDE AN ACCURATE DESCRIPTION OF ITEMS AVAILABLE FOR PURCHASE ON THE WEBSITE, WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY OR CURRENCY OF SUCH DESCRIPTIONS.

## **9- Quantity limits**

BEM reserves the right, at its sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. Stokes also reserves the right, at its sole discretion, to prohibit sales to dealers or resellers.

## **10- Applicable law**

Unless the applicable laws of your jurisdiction require that the laws of your jurisdiction govern these Terms of Use, these Terms of Use are governed by and construed in accordance with the laws of the Province of Quebec and of the laws of Canada applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in the judicial district of Montreal, Province of Quebec. If any provision of the present Terms of Use shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

## **11- General**

These Terms of Sale, the details of your order and all other notices posted on the Website constitute the entire agreement between you and BEM with respect to your purchase of products through the Website. If any provision of these Terms of Sale is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. The delay or failure of BEM to act with respect to a breach of these Terms of Sale by you or others does not constitute a waiver and shall not limit BEM's rights with respect to such breach or any subsequent breaches. BEM shall not be liable for any delay or failure to perform any of its obligations under these Terms of Sale if such delay or failure is due to causes beyond its control. You may not assign these Terms of Sale to any third party without the prior written consent of BEM. These Terms of Sale will be binding upon and will ensure to the benefit of (i) you and your heirs, executor, administrator and other legal representatives; and (ii) BEM and its successors and assigns. Notwithstanding any other provision of these Terms of Sale, any provision of these Terms of Sale that imposes or contemplates continuing rights or obligations on you or us will survive the expiration or termination of these Terms of Sale.

## **12- Changes**

The Terms of Sale applicable to your order are the Terms of Sale in effect on the date that you place your order, as made available to you when you complete the checkout process. BEM may modify its Terms of Sale from time to time in accordance with applicable laws. Any such modification will apply to any order placed after the effective date of the modification. Therefore, each time you place an order with BEM you represent that you have accessed, read and accepted the Terms of Sale applicable to and governing that order.

## **13- Notice**

Notices to you may be made via e-mail or regular mail, or in cases of changes to these Terms of Sale, by posting notices or links to such revised Terms of Sale on the Website itself.

If you have any questions or comments regarding these Terms of Use please contact us at [bem@bem.ca](mailto:bem@bem.ca)