



Ron Gilbert, President M: 615.712.5734
Susan Harvey, Logistics Manager

O: 636.274.1500 X 672 F: 636.274.0883

www.rocktek.com 10476 Sunset Drive
Dittmer, MO 63023 USA

LICENSE REQUIREMENTS FOR THE UNITED STATES

Per 27 CFR Ch. II (4-1-07 Edition), Subpart F – Conduct of Business or Operations,
We are required to obtain from you, the following items as indicated below with a check mark:

For U.S. Customers/Individuals & Businesses:

Please fax to **636.274.0883** > e mail sueh@rocktekusa.com > ron@rocktekusa.com & snail mail
All completed & signed forms to the above address:

CHECK LIST:

1. A certified copy (signed) of a valid BATF license with an ORIGINAL ink signature.
555.103(b)(2)(i)

2. A current list of the names of persons authorized to accept delivery of explosive materials on behalf of the license holder.
555.103(b)(2)(ii)

3. A current certified (signed) statement of the intended use of the explosive materials being purchased.
555.103(b)(2)(iii)

For **Individuals**, the certified statement of intended use must specify the name, address, date and place of birth and social security number of the distribute.
555.103(b)(2)(iii)(A)

For **Business Organizations**, the certified statement of intended use must specify the taxpayer identification number, the identity and the principal and local places of business.
555.103(b)(2)(iii)(B)

All documents MUST be revised only when the information is no longer current.
555.103(b)(2)(iii)(C)

NOTE: Keep copies in your record files. Mark calendar reminder 30 days prior to expiry dates.



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TERMS & CONDITIONS

All material sold and shipped will be on the representation of the buyer and that the same will be used strictly in accordance with laws of the state of destination. Seller shall not be liable in any civil action for any accident or injury occasioned during the transportation, handling, storage, disposal, sale or use of merchandise.

Buyer is also fully aware of the dangers involved in the use and handling of pyrotechnic and explosive material and shall take all responsibility for any accident, damage or death resulting from subsequent use or abuse of the material purchased.

It is the responsibility of all persons who use the material to know and follow all applicable safety procedures and provisional protection requirements and to comply with all applicable Federal, State and Local laws, regulation and ordinances. Pyrotechnic and explosive materials may contain toxic or hazardous substances and should be managed to avoid release of such substances to the environment. Special handling may apply. Contact **RockTek** for additional information and disposal procedures.

If it is decided by the buyer that a shipment is not required or a partial shipment other than that previously agreed upon is required, it will be the responsibility of the **buyer** to notify RockTek in writing two (2) days prior to the scheduled **shipping** date. If RockTek is not given the required notice in the time allotted, the buyer will be invoiced freight and re stocking fees for any returned merchandise for that particular shipment.

Standard shipping lead time is **7** working days. This standard lead time does not apply to special orders.
> Customers will be notified freight tracking numbers and warehouse departure time on all orders.

Prepay receives 5% discount * On Approved Credit >Net 30 Days * Past due accounts will be COD * Late fee interests rate 20% after 45 days * Full case / box only * Pallet discounts (36 cs/box per pallet) available * All shipments F.O.B. Dittmer, MO * A \$25 processing fee and a \$15 Haz Mat Fee apply to each order *RockTek Regulated products have a 2 year shelf life. Acquisition, disposition, storage and use records apply.

Upon request, the seller will furnish such technical advice or assistance as it deems appropriate in reference to the use of its product by the buyer. It is expressly understood however that all such technical advice or assistance is rendered without compensation and the seller assumes no obligation or liability for such advice or assistance given or obtained.

By placing this order you and your company agree that the product is sold only upon acceptance of these Terms and Conditions, which supersede all prior and contemporaneous agreements whether oral or written, direct or indirect between parties.



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ACKNOWLEDGEMENT AND AGREEMENT TO OBTAIN ROCKTEK PRODUCT

_____ (“License Holder”), under licenses issued to him or her , desires to obtain and use explosive and pyrotechnic materials (“RockTek Product”) from RockTek USA Ltd. for _____ (“Company”), for which License Holder is authorized to enter into this Agreement. All orders of RockTek USA Ltd. Products by License Holder for use on Company’s behalf shall be governed by this Agreement unless otherwise expressly agreed in writing signed and executed by all parties.

All RockTek USA Ltd. Products will be shipped “F.O.B.” Dittmer, MO USA to the place of destination designated by the License Holder. Title to RockTek USA Ltd. Products ordered under this Agreement shall pass to License Holder, along with all liability for and risk of loss or damage in transit or after transit of RockTek USA Ltd. Products. When RockTek USA Ltd. delivers the RockTek USA Ltd. products to a common carrier for delivery to the License Holder, after License Holder and Company assumes all risk of damage and loss during shipment.

License Holder represents he or she currently possess all relevant licenses and permits, and has the requisite expertise and qualification to obtain and properly use any RockTek USA Ltd. Products ordered by License Holder, and that all RockTek USA Ltd. Products will be transported, stored, handled, used and disposed of strictly in accordance with the laws of all applicable jurisdictions. License Holder understands that due to transport, storage and environmental conditions, RockTek USA Ltd. products may not perform during use in the same manner as the quality control samples tested by RockTek USA Ltd. license Holder is solely responsibly for the transport, storage, handling, use and disposal of the RockTek USA Ltd. products and acknowledges that conditions of use are beyond the control of RockTek USA Ltd.

License Holder is fully aware of the dangers and unpredictability involved in the use and handling of pyrotechnic and explosive material, which can lead to serious injury or death and the License Holder willingly and knowingly assumes all risk attendant upon or related to the use of RockTek USA Ltd. Products.

License Holder, Company and their respective agents, employees, officers, directors, affiliates, contractors, successors and assigns hereby agree to release, defend, hold harmless and indemnify RockTek USA Ltd. and its agents, employees, officers, directors, affiliates, contractors, successors and assigns from and against all liability, claims, costs, losses, damages, or demands, arising from or related to the transport, storage, handling, use and/or disposal of any RockTek USA Ltd. products for which title has passed to License Holder, except as may be caused by the negligence and/or the willful misconduct of RockTek USA Ltd. and its agents, employees, officers, directors, affiliates, contractors, successors and assigns. License Holder and Company represents that they are adequately financed to meet any financial obligations they may be required to incur hereunder.

This Agreement represents the complete and fully integrated understanding of the parties and supersedes all prior and contemporaneous agreements whether oral or written, direct or indirect, between the parties with respect to this matter. Except as otherwise provided, no provision hereof may be waived or modified except by a writing overtly representing itself as such a waiver or modification which is signed by the parties.

IN WITNESS WHEREOF, the parties by their authorized representatives have caused this Agreement to be duly executed below.

For RockTek USA Ltd.

For License Holder

For Company Responsible Person

Sign/Print Name and Date

Sign/Print Name and Date

Sign/Print Name and Date



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STATEMENT OF INTENDED USE – BUSINESS

BUSINESS NAME: _____

PRINCIPAL PLACE OF BUSINESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE #: _____ FAX #: _____

LOCAL PLACE OF BUSINESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE #: _____ FAX #: _____

TAX PAYER I.D. NUMBER: _____

BATFE Federal License Number: _____

INDENDED USE:

CERTIFICATION:

I _____ certify that this is a true & correct “Statement of Intended
(Print Name)

Use” for the explosive materials being purchased on behalf of _____
(Name of Business)

Signature

Date



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AUTHORIZATION TO ACCEPT DELIVERY
(as identified on BATFE Responsible Persons List 27 CFR 555.33 & .57)

NAME: _____
(First) (Middle) (Last) Drivers License #

NAME: _____
(First) (Middle) (Last) Drivers License #

NAME: _____
(First) (Middle) (Last) Drivers License #

NAME: _____
(First) (Middle) (Last) Drivers License #

NAME: _____
(First) (Middle) (Last) Drivers License #

CERTIFICATION

I _____ certify that this is a true list of representatives or agents
(Print Name)

authorized to accept delivery of explosive material on behalf of _____
(Name of Business/Individual)

Signature

Date