

## Doing Business with A2Z Balloon Company

### Terms & Conditions of Sale

As a condition of sale, customer agrees to abide by the terms and conditions described herein or future revisions published in our catalogs or website. All published information and prices in catalogs, flyers and website are accurate to the best of our knowledge but due to typographical errors and vendor price increases, we reserve the right to change prices without notice and charge the prevailing price at time of order. If there are any questions about our prices, customer may request an Order Confirmation at time of order.

### Buyer Qualification

A2Z Balloon Company is a wholesale distributor which only sells to pre-qualified commercial customers. A completed A2Z Commercial Account Application with proof of business identity (sales tax or business license) is required before first order and are available for download on our website at [A2ZBalloons.com/forms](https://A2ZBalloons.com/forms) or will be provided upon request.

### Minimum Order Amount

- \$50 min. order to receive Level 1, 2 or 3 Price (does not apply to warehouse direct purchases)
- Orders of less than \$50 will be invoiced at our highest price (Price Level 1) and we reserve the right to add a \$5 service charge

### Minimum Order Quantities

- Flat foil balloons 18" or smaller: **10 each of same item**
- Packaged foil balloons 18" or smaller: **5 each of same item**
- Foil shapes larger than 18": **3 each of same item** (except for letter/number shapes which may be purchased 1 each)

### Price Levels & Discounts

- For items with 3 prices, the price paid is determined by the total dollar amount of the order:

<b>Order \$50 to \$249</b> Price Level 1	<b>Order \$250 to \$499</b> Price Level 2	<b>Order \$500+</b> Price Level 3
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- The price charged is determined by the amount ordered, not shipped, and does not change if items are out of stock
- No discounts on items with one price or marked no discount available
- We offer **default price discounts** to customers that purchase regularly in higher volumes so all prices will default to the same discount level regardless of order amount – ask one of our salespeople for more information

**Free Freight** available on orders that meet the following conditions:

- Order must contain \$250 of **In-Stock** items eligible for free freight ***which doesn't include bulky/heavy items***
- Bulky/Heavy items not eligible for free freight are marked in catalog and website such as ***Hi-Float, ribbon, weights, plush, paper party décor, air inflates, hex containers, inflation equipment, display racks, bingo dabbers & paper roll tickets***
- For orders with \$250 free freight items **plus** heavy/bulky items, customer must pay portion of freight for heavy/bulky items only
- **Special Free Freight Offer for Latex** - for orders comprised of only latex balloons, free freight min. is \$150
- Free freight is only available within the Contiguous USA; AK, HI and PR pays portion of freight cost that exceeds UPS ground to nearest continental port city if other free freight conditions are met
- Free freight offer is for **UPS Ground** only, expedited delivery is available if customer pays incremental cost for expedited

### Ordering Methods & Policies

- **Website:** A2ZBalloons.com    **Toll Free Call:** (800) 527-5554    **Toll Free Fax:** (877) 423-2885    **Email:** Sales@A2ZBalloons.com  
**Telephone Hours:** Monday thru Friday 9-6 Eastern
- **Use A2Z Order Form** to ensure order accuracy (see our catalogs for printed copy or download at [A2ZBalloons.com/forms](https://A2ZBalloons.com/forms))
- **Item No's:** For phone, faxed and emailed orders we **must** have item numbers from catalog or order will not be accepted
- **Order Acceptance:** Orders are not processed until credit card is authorized or other payment method arranged; A2Z is not responsible for delays due to declined transactions or if credit card was not provided with order
- **Processing Time:** Orders received by 2 PM EST generally shipped same day but not guaranteed; allow extra day during periods of high seasonal demand and close to major holidays
- **Holiday Closures:** Not responsible for delays due to A2Z/UPS closures (holiday schedule is posted weeks before each holiday)
- **Changes & Additions:** No changes or additions are allowed after **Order Acceptance**; if unsure about an order, request it be placed on hold because once accepted it cannot be changed and add-ons will require a new order which may not ship on the same day
- **Identify Critical Items:** if any item on your order is a **"must have item,"** customer must inform A2Z Sales when order is placed because customers are only called about out-of-stock items upon request
- **Back Orders** are automatically cancelled unless customer requests back order to be shipped when stock is available; back ordered items must meet free freight conditions, even if original order qualified, or customer must pay shipping cost

### Payment Methods, Fees & Refunds

- Credit card, wire transfer or payment terms required for shipped orders
- Cash or check also accepted for A2Z Delivery or Warehouse Pick-up only; **UPS COD and money orders are not accepted**
- Return Check Fee of \$25 will be charged for each returned check

- Orders refused at delivery will incur a 20% restocking fee plus return shipping cost if applicable
- Refunds are paid in original payment form; cash refunds greater than \$25 will be refunded by check
- A2Z reserves the right to charge customer's credit card on file for any returned checks or past due balance on account

## Shipping

- **UPS Ground** is default delivery method (see our catalog or website for UPS delivery map with transit times)
- **Expedited Delivery** is available upon request and customer is responsible for any additional cost beyond normal cost
- Shipping Delays: A2Z is not responsible for delays caused by UPS, bad weather, emergencies, or seasonal demand
- A2Z will not provide expedited or free shipping due to a customer's ordering error but we will offer a reasonable accommodation (at our sole discretion) to remedy errors we commit
- Shipping Damage: Inspect packages before accepting delivery; if security tape is broken or box is damaged inform UPS driver of damage; you may refuse delivery or accept it and inform A2Z immediately, pictures are helpful
- Shortages: Inspect contents of packages immediately and **report shortages within 1 business day of receipt**

## Returns

- All Sales are final; return of non-defective items accepted at A2Z's sole discretion and are subject to 20% restocking fee
- All returns require: **RMA Number from A2Z Sales, completed A2Z Return Form (below), and original invoice**
- Returns must be in sellable condition, in the original packaging and received within 30 days of purchase
- Customer responsible for return freight unless it is due to an A2Z error
- Unsold seasonal or slow selling merchandise is not accepted under any circumstances
- A2Z will not accept return of inflation equipment & special-order merchandise unless defective and in warranty period
- A2Z reserves the right to require any return credits be applied to future purchases
- Returns without invoices, if accepted, will be credited at lowest selling price of item plus 20% restocking fee
- Restocking fee exception: 1 extra foil letter/number, 3' latex or large shape may be purchased for décor jobs in case of breakage and returned without restocking fee
- No refunds for helium cylinders returned partially full, full cylinders will be refunded with 20% restocking fee

## Defective Merchandise Returns

- Defective returns require: **RMA Number from A2Z Sales, completed A2Z Return Form (below) and Invoice**
- No refunds for defective merchandise; A2Z will provide replacement stock or credit on future purchase
- Credit for defective items is limited to the price paid, no additional credit will be issued for lost sales or helium
- No credit for items used for display, misused, punctured, or cut foils (deflate foil balloons with straw before returning)
- Defective **Qualatex Balloons** will be replaced directly by Pioneer free of charge but **customer must call (800) 880-6118** or visit Qualatex website [Support.Qualatex.com](http://Support.Qualatex.com) for an easy-to-use form
- If defective foils are returned for credit that were **not purchased from A2Z or mixed with garbage**, the value of non-purchased items will be deducted from total credit and/or customer's entire credit may be forfeited
- A2Z does not pay for or reimburse for return freight cost of defective merchandise

## Cylinder Usage, Rent and Loss

- LG/XL metal gas cylinders are subject to a rental charge of 20¢ per day each, beginning 31 days after receipt; rent is billed and due upon return and may be deducted from a customer's security deposit if one was paid
- LG/XL Cylinders may be used for up to 1 year, after which the cylinder must be returned and a replacement ordered, or any outstanding rent is paid; customer is liable for loss, theft, or damage to all cylinders up to \$300 per cylinder for total loss
- Medium and smaller sized cylinders have shorter rental periods and higher rental rates and late fees

## Helium Cylinder Ownership

A2Z's metal gas cylinders have one of the following names embossed or stamped on the neck ring: "A2Z Balloon Co., Zakoor Novelty or Advance Novelty;" these cylinders have never been sold to any individual or business; anyone who's purchased an A2Z cylinder from a 3<sup>rd</sup> party claiming ownership has unwittingly purchased stolen property and it must be surrendered to A2Z upon demand; we have a "no questions asked" policy for found cylinders and will pay a nominal cash reward for each one returned; A2Z only charges cylinder security deposits in very limited circumstances therefore no deposit refunds will be issued without original deposit receipt.

## Limitation of Liability & Michigan Jurisdiction

Customer assumes all liability for merchandise purchased or rented from A2Z Balloon Company. A2Z liability is limited to replacement or reimbursement of defective/damaged merchandise. A2Z is not responsible for lost profit or sales from helium loss caused by popped balloons or leaking equipment, or any incidental costs due to a product defect, shipping error, or late/missed delivery. Metal gas cylinders are heavy objects and must be secured properly to avoid injury and helium gas is dangerous if inhaled intentionally and may even cause death. A2Z is not responsible for injury due to incorrect storage of cylinders or misuse of helium gas in customer's possession. To be eligible to purchase from A2Z Balloon Company, customer agrees to abide by the terms and conditions described herein and agree that all disputes will be settled under Michigan law and the jurisdiction of the courts of the State of Michigan.

**RMA #:**

**A2Z Balloon Company**  
**RETURN MERCHANDISE FORM**

**Company Name:** \_\_\_\_\_

**Date of Return:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**A2Z Receiver Initials:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Reason for Return:** \_\_\_\_\_

Qty. Retnd	Item No.	Invoice No.	Description of Item	Price Each	Total

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*For A2Z Balloon Company Use Only*

\_\_\_\_\_  
**Credit Memo No.**

\_\_\_\_\_  
**Credit Memo Date**

\_\_\_\_\_  
**Completed By**

\_\_\_\_\_  
**Form of Credit (cr. acct, refund, replace)**