

# Terms and Conditions of Sale

Effective January 1, 2015

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These terms and conditions apply to the purchase and sale of products through us.advancedtactical.com (referred to as the “site”). By placing an order for such products, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain products from this site. These terms and conditions are subject to change by Advanced Tactical Firearms International Corp. and its affiliates and subsidiaries (referred to as “us” or “we”) without prior written notice at any time, in our sole discretion. The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to purchasing any product available through this site. These terms and conditions are an integral part of the Site Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy before placing an order for goods through this site.

## Order Acceptance and Cancellation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

## Payment Terms and Sales Taxes

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order.

We accept VISA, MasterCard, American Express, and Discover credit cards for all purchases. You represent and warrant that: (i) the credit card information you supply to us is true, correct and complete; (ii) charges incurred by you will be honored by your

credit card company; and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

Purchase orders from businesses may be accepted upon credit approval of credit and payable on net 30-day terms or such other terms as we may approve or require.

All payments must be in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

### **Changes in Products and Pricing**

We are constantly updating and revising our offerings of products, and we may discontinue products at any time without notice. To the extent that we provide information on availability of products, you should not rely on such information, and we will not be liable for any lack of availability of products that you may order through our site.

All pricing for the products available on our site is subject to change. For all of our prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

### **Compliance with Law**

The sale, purchase, transportation, and possession of certain products listed on this site may be regulated by federal, state, and local governments. You are responsible for knowing and obeying all applicable federal, state and local laws concerning your purchase and possession of these products. We make no representations that any information about certain laws and regulations included on this site is complete nor current. For complete and current information about the legal requirements that pertain to you, the best practice is to consult with an attorney.

Federal law prohibits the interstate sale of firearms to persons or entities not possessing a valid Federal Firearms License.

By purchasing ammunition from us, you represent that you are knowledgeable of, and are complying with, all applicable laws and regulations pertaining to your jurisdictions and circumstances. By purchasing this product you acknowledge that you meet the appropriate age requirement. You are responsible for knowing and obeying all

applicable federal, state and local laws concerning your purchase and possession of ammunition.

Export from the United States of certain products is strictly prohibited without a valid export license. United States law may prohibit the sale, transfer or export of items to certain restricted parties, destinations, and embargoed countries. It is your responsibility to be aware of these lists and the items identified thereon. You certify, by proceeding with any transaction with us, that you will not engage in any unauthorized transaction involving the export of our products.

You certify, by proceeding with any transaction to purchase any items from us, that you will comply with all requirements imposed by all applicable laws and regulations.

### **Shipping Policy**

We offer a variety of shipping options to meet your shipping needs. Please check the individual product page for specific delivery options. All shipping prices are quoted in United States dollars. No C.O.D. orders can be accepted.

Please note the shipping time frame may vary from item to item. There may be occasional delays beyond the posted order processing time. The shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

We do not ship ammunition to Post Office Boxes. All ammunition will be sent by ground transport.

These shipping terms are accepted by you by placing an order with us.

### **Advertising Disclaimer and Trademarks**

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to products and services available through our site are the sole property of their respective owners.

## **Disclaimer and Limitation of Liability**

Our responsibility for defects relating to the products available on our site is limited to the procedures described in our return policy set forth below.

ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. IN NO EVENT SHALL WE OR OUR PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NONE OF OUR EMPLOYEES OR REPRESENTATIVES ARE AUTHORIZED TO MODIFY THIS LIMITATION. OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

## **Warranty and Return Policy**

Most of the products and services available through our site are covered under the manufacturer's warranty. If applicable, manufacturer's warranties apply from the date of

shipment. See warranty information as provided by the manufacturer for more information.

We are committed to working with you to ensure that every product under warranty performs to the manufacturer's specifications. We offer a return policy on selected items based on the manufacturer's return policies. For safety reasons, we do not accept returns on ammunition.

To return products, you must call 775-751-4441 or e-mail our Returns Department at [sales@advancedtactical.com](mailto:sales@advancedtactical.com) to obtain a Return Merchandise Authorization (RMA) number before shipping your product. NO returns of any type will be accepted without an RMA number.

To expedite the processing of your refund or credit, we ask that products be returned within 30 days of the date that we issue the RMA. All returned products MUST be 100% complete, contain ALL original boxes and packing materials, have original UPC codes on the manufacturer boxes, and contain all manuals, blank warranty and registration cards, and other accessories and documentation provided by the manufacturer. You are responsible for shipping charges on returned items; we will match your shipping method on your replacement or exchange item(s). You must insure the shipment or accept the risk of loss or damage during shipment. We strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

If your order arrives in a damaged condition, save the merchandise AND the original box and packing it arrived in, and notify us immediately to arrange for a carrier inspection and a pick up of the damaged merchandise.

DEFECTIVE returns can be returned directly to us within 30 days from the invoice date for, at our discretion, credit, replacement, exchange or repair. Manufacturer restrictions do apply. Any item that is missing the UPC can ONLY be replaced with the same item. After 30 days, all manufacturers' warranties apply.

NON-DEFECTIVE returns can be accepted directly by us within 30 days from the invoice date for, at our discretion, credit or exchange. All NON-DEFECTIVE returns are subject to a 15% restocking fee.

Questions regarding our warranty and return policies should be addressed via e-mail to [sales@advancedtactical.com](mailto:sales@advancedtactical.com) or by regular mail to Advanced Tactical, 150 North Smart way, Pahrump, NV 89060, Attention: Merchandising. These policies set forth your sole and exclusive rights with respect to return of products that you may purchase through our site

### **Safe Shopping Guarantee**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place physical, electronic, and managerial procedures to safeguard the information we collect online. All of our websites that collect information will process and store that information in databases located in the United States.

In order to most efficiently serve you, credit card transactions and order fulfillment are handled by established third party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and ship your order.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

You can always order by telephone. Call us at 775-751-4441 within the United States. We cannot accept orders from outside the United States. No matter how you place your order with us, we want you to have a comfortable buying experience.

## **Privacy and Customer Information**

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your customer account information by following the instructions posted elsewhere on this site. Here you may update your name, password, billing address, shipping address, e-mail address, telephone number, and credit card information.

## **Service and Support**

All requests for technical service and support with respect to products should be made directly to the manufacturer in accordance with their terms and conditions as set forth in the manual and relating information accompanying the products. Should you have any other questions or concerns, you should contact us by e-mail [sales@advancedtactical.com](mailto:sales@advancedtactical.com) or by regular mail to Advanced Tactical, 150 North Smart way, Pahrump, NV 89060, Attention: Merchandising. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

## **Force Majeure**

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

### **Entire Agreement and Other Documents**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

### **Governing Law**

User acknowledges that the Content contained in this Site is controlled in and originates from the United States. We make no representation that any of the Content is appropriate or available for use in other locations. We have no responsibility for any access to this web site from territories where the Content may be illegal or otherwise prohibited. Users who choose to access this Site from other locations do so at their own risk and are responsible for compliance with applicable local laws.

Any claim relating to the use of Site and the purchase of products and services available through this site shall be governed by the internal substantive laws of the State of Nevada, without regard to its conflicts of laws rules. User expressly consents to the jurisdiction of the state and federal courts of Nevada for any such claim.

### **Questions**

If you have questions about this Agreement you may contact us at:

Advanced Tactical Firearms International Corp.  
150 North Smart Way  
Pahrump, NV 89060