

# U.S. ARMS COMPANY

## TERMS AND CONDITIONS

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.** U.S. Arms Company (“USAC”) welcomes you into our family of customers. All users of this site agree that access to and use of this website, usarmsco.com (the “Site”), are subject to the following terms and conditions and other applicable law contained herein (the “Terms”). If you do not agree to these terms and conditions, please do not use this site.

**DISCLAIMER:** By registering with USAC, you confirm that you are the appropriate age to purchase items including but not limited to, firearms, ammunition and/or magazines and there are no local, state or federal laws prohibiting you from purchasing, receiving or owning items including but not limited to firearms, ammunition or magazines.

### Terms and Conditions

All customers must agree to USAC’s statements and terms of sale before an order is placed. All orders are subject to review and approval by USAC.

### Customer Affirms:

1. I am a U.S. citizen. I am not an illegal or unlawful alien.
2. I am currently 21 years old or older if purchasing handgun ammunition, a handgun or a receiver, or eighteen 18 years or older (21 in Florida) if purchasing rifle ammunition or a rifle.
3. By selling or delivering a firearm or ammunition to me or my selected Federal Firearms Licensed Store (“FFL”), USAC is not violating any state or local law or ordinance.
4. I am not under indictment for and have never been convicted in any court of law of a crime punishable by imprisonment for over a year.
5. I am not a fugitive from justice of any kind.
6. I am not an unlawful user or addicted to any controlled substance.
7. I have not been adjudicated as mentally ill, and I have not been committed to any mental institution of any kind.
8. I have never been nor am I expected to be discharged from the Armed Forces under dishonorable conditions of any kind.
9. I have not renounced my U.S. citizenship.
10. I am currently not subject to any restraining order.
11. I have never been nor am I expected to be convicted in any court of a misdemeanor or felony crime of domestic violence.
12. I will use products purchased from USAC for lawful purposes only.

## **Firearms and Ammunition Sales**

All firearms are shipped to an FFL on your behalf. USAC must have the dealer's FFL on file before we ship your firearm. FFLs listed on the USAC website during checkout are completely independent and are provided for your convenience.

Prior to placing your order, please verify the following with your FFL of choice:

- The FFL will accept the transfer for all of the items on your order.
- The FFL is currently in business.
- The FFL's current address matches what is listed on the USAC site for your order.
- Any additional transfer fees charged by the FFL for the transfer.

You may pick up your firearm at such FFL only if you pass a National Instant Criminal Background Check conducted at the FFL at the time of pickup.

After the transfer, all sales are final, and firearms cannot be returned to USAC.

USAC is not responsible for any items refused by your FFL.

By ordering a firearm, you certify you are the actual transferee/buyer of the firearm, are of legal age and satisfy all federal, state and local legal/regulatory requirements to purchase this firearm.

## **Shipping Restrictions for Firearms, Ammunition & Magazines**

- All firearms must ship to an FFL.
- USAC does not ship outside the continental United States.
- We do not ship ammunition to PO, APO or FPO Boxes.

**USAC does not ship firearms, builder sets and/or lower receivers to the following:**

- **California**
- **Connecticut**
- **District of Columbia**
- **Hawaii**
- **Maryland**
- **Massachusetts**
- **Minnesota**
- **New Jersey**
- **New York**
- **Virginia**

**USAC does not ship ammunition to the following:**

- **Alaska**
- **California**
- **Connecticut**
- **District of Columbia**
- **Hawaii**
- **Illinois**
- **Massachusetts**
- **New Jersey**
- **New York**

**We do not ship to any other area within the United States where we are prohibited by federal, state, or local law to ship a product. You understand that if you attempt to have a product shipped to these restricted areas, your order will be canceled, and you will be subject to paying a 10% cancellation fee.**

**Refund Policy**

If you are not satisfied with your purchase, please complete the online [Warranty/Return Merchandise Authorization](#) (“RMA”) Form. Once completed, USAC will issue an RMA number, which must be listed on the return label. All products must be packed in the original packaging, including any accessories, manuals, documentation and registration that shipped with the product. USAC will repair, modify, or replace any defective product, at USAC’s discretion, with the same or comparable quality product, to the original purchaser, provided the product is returned to USAC unloaded.

USAC reserves the right to impose a shipping or restock fee for all returns due to preference changes. Such fees will be evaluated on a case-by-case basis. Refunds are not issued for items damaged due to customer negligence.

**Personal Information**

Please see our [Privacy Policy](#) for information regarding Personal Information.

**Agreement to Indemnify and Defend for Misrepresentation**

In the event that any of the above statements are determined to be untrue, you agree to indemnify and defend USAC, and its owners, agents, officers, and employees against any resulting civil liability or criminal prosecution.

**Release of Liability and Agreement to Indemnify and Defend**

USAC is a retailer of dangerous products. By placing an order with USAC, you explicitly agree to release USAC from any and all liability arising from or related to the products purchased to include, but not limited, to the use of the product, the storage of the

product, and the transportation of the product. You also acknowledge that you are responsible for how you use the product and any third-party use. In the event that any other party files a claim of any kind against USAC, you will indemnify and pay to defend USAC and its owners, agents, officers, and employees against any resulting civil liability or criminal prosecution

### **Errors and Omissions**

USAC makes every effort to have accurate and complete information on our site, including but not limited to pricing, availability, and product features, however, we occasionally make mistakes. Customer agrees that they will not hold USAC liable for such mistakes or omissions and acknowledges that orders may be canceled after the fact due to errors or omissions.

### **Links to Third Party Sites || Third Party Services**

USAC may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of USAC and USAC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. USAC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by USAC of the site or any association with its operators.

Certain services made available via this site are delivered by third party sites and organizations. By using any product, service or functionality originating from the usarmsco.com domain, you hereby acknowledge and consent that USAC may share such information and data with any third party with whom USAC has a contractual relationship to provide the requested product, service or functionality on behalf of usarmsco.com users and customers.

### **No Unlawful or Prohibited Use || Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use usarmsco.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to USAC that you will not use the Site for any purpose that is unlawful or prohibited by these terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of USAC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and

other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. USAC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of USAC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of USAC or our licensors except as expressly authorized by these Terms.

### **International Users**

The Site is controlled, operated, and administered by USAC from our offices within the United States of America. If you access the Site from a location outside the United States of America, you are responsible for compliance with all local laws. You agree that you will not use the USAC content accessed through usarmsco.com in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

### **Jurisdiction**

You agree that if you, or someone else affected by your use of any product purchased from USAC, brings a legal claim of any kind against USAC, or any of its owners, agents, officers, or employees, that such legal action must be filed within a court located in Bibb County, Georgia. You also agree that any complaints filed within any other jurisdiction shall be immediately terminated and moved to a court within Bibb County, Georgia, and agree to reimburse USAC and its owners, agents, officers, and employees for any costs they may each incur in defending against the complaint or effecting its removal until such time that the complaint is properly filed within a court located within Bibb County, Georgia.

### **Changes to Terms**

USAC reserves the right, in its sole discretion, to change the Terms under which usarmsco.com is offered. The most current version of the Terms will supersede all previous versions. USAC encourages you to periodically review the Terms to stay informed of our updates.