

Terms & Conditions of Sale

THE FOLLOWING TERMS & CONDITIONS GOVERN ALL SALES OF GOODS BY VETERAN ARMS, LLC.

PURCHASE OF GOODS FROM VETERAN ARMS, LLC SIGNIFIES ACCEPTANCE OF THE FOLLOWING TERMS & CONDITIONS.

- The following terms and conditions of sale govern all sales from Veteran Arms, LLC (hereafter Seller) to all customers (hereafter Buyer).
- By making a purchase from Seller the Buyer signifies agreement to be bound by the following terms. If after purchase, but prior to use or modification of the item, the Buyer wishes not to be bound by the following terms, Buyer may return the item/s to Seller in un-used, un-fired, un-modified condition for a refund of purchase price less shipping costs to and from Buyer.

Money Back Guarantee

- Buyer may return any item purchased from Seller in un-used, un-fired, un-modified condition within 10 days of receipt for a refund of purchase price less costs of shipping to and from the Buyer.
- It is the Buyer's responsibility to insure the item during shipment back to Seller. Failure to adequately insure an item damaged, destroyed, or lost in return shipment shall be grounds for refusal of refund of purchase price or for assessment of damages to be determined by Seller and deducted against the refunded purchase price.
- The Buyer need not notify Seller prior to return of an item under these terms.

THREE (3) MONTH LIMITED WARRANTY

- All muskets come with a three (3) month limited repair or replacement warranty on defective parts. Seller reserves the right to refund the purchase price to Buyer in lieu of repair or replacement at Seller's sole discretion. Buyer shall contact Seller prior to returning any item to Seller for repair or replacement.
- Seller shall not be responsible for repair or replacement of parts damaged due to misuse, neglect, or mishandling of the Buyer or shipping carrier. The decision to repair or replace shall be made on a case-by-case basis.
- Seller shall be afforded adequate time to repair or replace parts, taking into consideration that parts may need to be specially manufactured or shipped from abroad.

Limited Liability

- Seller shall not be liable for any physical injury, death, or damage to property resulting directly or indirectly from either intentional or unintentional discharge of musket.
- Buyer assumes liability & responsibility for use, purchase, & storage of musket and related items.
- Buyer certifies that Buyer may legally purchase, own, and possess an "antique firearm" as defined by applicable Federal law, and will comply with all applicable state and local laws.

- Buyer certifies that Buyer is 18 years of age or older.
- Buyer acknowledges Buyer's recognition that all firearms are potentially dangerous if handled improperly and agrees to hold Seller not liable for any injury arising out of negligence of either Buyer or Seller.
- Buyer shall not allow any third party to make any negligence claim against Seller though Buyer.
- Buyer assumes responsibility to ensure that the firearm is in proper function condition prior to each usage. Buyer further agrees to hold Seller harmless for any and all damage and/or injury arising from failure to inspect.
- Buyer assumes the risk of possession, firing, cleaning, maintaining, and all other use associated with firearm.
- Failure to read and follow all information found in the Owner's Manual shall constitute negligence on the part of Buyer and act as an assumption of the risk of damage to property and injury or death to Buyer or third parties.
- Buyer's use of smokeless gunpowder, blackpowder substitutes, or grades of blackpowder other than those recommended in the Owner's Manual shall act as an assumption of the risk of damage to property and injury or death to Buyer or third parties. Use of any other powder other than FF grade blackpowder shall void all warranties and release Seller from all liability for injury or death.
- Muskets are proofed prior to sale. Buyer shall never re-proof firearm or use any powder or shot other than that prescribed by the Owner's Manual. Any failure to strictly adhere to this provision shall release Seller from any liability for injury or damage to Buyer or third parties.
- Percussion caps, flashpans, flints, caps, matchcord, etc all pose potential dangerous risks to eyes and face. Buyer shall assume all risks associated with these dangers and take appropriate precautions including the wearing of safety/shooters glasses, non-flammable clothing, hair protection, etc. All failure to take reasonable precaution will act to release Seller from any liability to person or property.
- Firearms should always be treated as if loaded. Seller shall not be liable for any damage or injury caused by accidental or intentional discharge.
- Buyer agrees to hold Seller, its agents, members, employees, and etc harmless against any claim, demand, proceeding, suit, for loss or damage (actual, special, or consequential) of every kind including lawyers fees made by Buyer or third party claiming through Buyer arising from any breach of these terms and conditions.

Liquidated Damages

- By accepting delivery of merchandise from Seller, Buyer signifies acceptance of the following liquidated damages in the event of any suit, case, controversy, arbitration, or mediation, arising out of the sale or use of firearms or other merchandise.
- In the event of any suit, etc involving personal injury to Buyer, where Buyer is found to be at least 1% liable (contributorily or comparatively) for the injury sustained, the Buyer agrees that the maximum liquidated damages / liability award shall be not more than five (5) times the retail purchase price of the firearm or other merchandise or \$5,000, whichever is greater.

- In the event of any other suit, etc (other than personal injury), Buyer agrees that the maximum liquidated damages shall be not more than three (3) times the retail purchase price of the firearm or other merchandise or \$3,000, whichever is greater.

Choice of Law

- Buyer agrees that any suit, case, controversy, arbitration, or mediation arising out of the sale or use of firearms or other of Seller's merchandise shall be decided according to the laws of the State of Georgia.

Choice of Venue

- Buyer agrees that any suit, case, controversy, arbitration, or mediation arising out of the sale or use of firearms or other of Seller's merchandise shall be brought and decided in proceedings to take place in Stewart County, Georgia or district court of which Stewart County, Georgia composes a part.