

## **GENERAL TERMS & CONDITIONS**

The following General Terms & Conditions (GT&Cs) Apply to Purchases and Sales of Firearms by Knesek Guns, Inc. ("KGI") in Transactions into the terms of which these GT&Cs are incorporated by reference.

### **AGE AND IDENTIFICATION**

You must be at least 18 years of age to purchase ANY item from KGI. KGI reserves the right to request a copy of your state identification before shipping any item.

### **EXCHANGE, REFUND AND RETURN POLICY**

A NONREFUNDABLE 45% deposit is required on all orders. Deposits may be transferred to another item if the manufacturer is unable to deliver the product to KGI in a timely manner. Purchases should be inspected within three days of receipt. If you are not satisfied, the unfired gun may be returned to KGI for exchange only. To return an item for exchange, customers must contact KGI to receive a RAN, or return authorization number, to place on the outside of the box. All items without a RAN will be refused. KGI is not responsible for shipping and insurance on exchanges.

If you have not made contact with KGI within Two (2) years from the date you place your order with KGI, all orders will and shall be considered cancelled and all business completed unless specifically outlined in a separate agreement.

Should you elect to cancel your order with KGI and should you elect not to make an exchange as set forth hereinabove, you hereby agree and acknowledge your deposit will be considered forfeited and such will be retained by KGI and treated as liquidated damages for your cancellation of such order.

### **FORCE MAJEURE**

If KGI is delayed in or prevented from performing, in whole or in part, any of its obligations under a transaction due to causes that are beyond KGI's reasonable control and without the fault or negligence of the party affected thereby ("Force Majeure"), and KGI gives oral notice and full details of the Force Majeure to the other party as soon as reasonably practicable after the occurrence of the Force Majeure, then during the period for which KGI's performance is prevented by such Force Majeure but for no longer period, the obligations of such affected party under such affect transaction shall be excused to the extent performance is so prevented.

It is understood and agreed that the current political climate has greatly delayed shipments from manufacturers and, thus, the time that will elapse between your order and KGI's shipment of such to you may be delayed significantly and that such delay shall not affect your agreement to pay for the firearms ordered and to be bound by these GT&Cs.

### **MISCELLANEOUS**

By purchasing from KGI you agree to follow all manufacturer safety instructions and to use the firearm(s) in a safe manner and for legal purposes.

By accepting these terms and conditions, you are hereby acknowledging

- you are responsible for checking all local laws before ordering an item from KGI, or any manufacturer whose product is sold here;
- You are responsible for complying with all firearm laws in your area.
- You are at least 18 years of age.
- You are assuming all responsibility for the legality of a specific item(s) when you purchase it.
- You are responsible for payment for all orders placed through this online system. If you do not want it, please do not order it.
- **YOU MAY CANCEL YOUR ORDER AT ANY TIME BUT PLEASE BE AWARE THAT A 45% CANCELLATION FEE IS DUE ON ANY ORDER AT THE TIME OF CANCELLATION; ADDITIONAL FEES MAY BE REQUIRED FOR CREDIT CARD RELATED TRANSACTIONS.**

Per State law, we are only able to discuss orders with the individual customer. If you feel you have a special situation, please feel free to contact our staff to discuss your needs.

## **PRICE & DESCRIPTION ERRORS**

Online inventory changes on a daily basis. We try very hard to make sure there are no errors. KGI will not guarantee that titles, pictures, or descriptions on our site are error free. KGI reserves the right to refuse any order including but not limited to orders for items with errors in the price or description. In the event that an order is canceled due to an error in the price or description, KGI will not charge the customer and we will return funds in full if payment has been sent.

If a customer places an order that contains an error, KGI will not process the order without first contacting the customer. If an order is mistakenly shipped, we may advise the customer to return the item in an unopened condition and we will not bill the customer. By placing an order with KGI, the customer agrees that Knesek Guns, Inc. will be the final arbiter of any discrepancies.

## **INTERNATIONAL CUSTOMERS**

- If any changes must be made with paperwork (DSP-83, END USER CERTIFICATE, etc.) customer may be responsible for a service charge of \$100 per instance
- Deposits and payments are NON-REFUNDABLE for international/export orders. Customer's balance may be transferred to other items if approval is severely delayed or halted. Service charge may apply.

## **WARRANTY**

**ALL FIREARMS COME WITH A FULL MANUFACTURER'S WARRANTY. KNESEK GUNS, INC. DOES NOT WARRANTY ANY FIREARMS. ALL WARRANTY CLAIMS MUST BE PROCESSED DIRECTLY THROUGH THE MANUFACTURER.**

**THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

**OTHER THAN THOSE EXPRESSLY PROVIDED HEREIN, KGI MAKES NO OTHER REPRESENTATION OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE AND PURCHASE OF FIREARMS PURSUANT TO THESE GT&CS. ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED.**

## **GOVERNING LAW**

**EACH TRANSACTION AND THE RIGHTS AND DUTIES OF THE PARTIES ARISING THEREFROM SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS. EACH PARTY AGREES THAT IT WILL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATING TO ANY TRANSACTION, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, OR BASED ON ANY STATUTE, REGULATION OR OTHER GROUND FOR RELIEF, EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF ARKANSAS OR THE STATE DISTRICT COURT LOCATED IN SEBASTIAN COUNTY, ARKANSAS, FORT SMITH DIVISION (THE "CHOSEN COURTS") AND (I) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE CHOSEN COURTS, (II) WAIVES ANY OBJECTION TO LAYING VENUE IN ANY SUCH ACTION OR PROCEEDING IN THE CHOSEN COURTS, (III) WAIVES ANY OBJECTION THAT THE CHOSEN COURTS ARE AN INCONVENIENT FORUM OR DO NOT HAVE JURISDICTION OVER ANY PARTY HERETO AND (IV) AGREES THAT SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUCH ACTION OR PROCEEDING WILL BE EFFECTIVE IF SERVICE IS PERFECTED, AS PROVIDED BY THE LAWS OF THE STATE IN WHICH SERVICE IS HAD.**