

# TERMS AND CONDITIONS

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## 1. AGREEMENT TO TERMS

- 1.1. **Legally Binding.** This Terms and Conditions (“Terms,” “Terms and Conditions,” or “this Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and V1Tactical, LLC (“Company”, “we”, “us”, or “our”), concerning:
  - 1.1.1. Your access to and use of the [www.V1Tactical.com](http://www.V1Tactical.com) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”); and
  - 1.1.2. Your online purchase of any products or services from us.
- 1.2. **Age and Location Requirements.** The Site is only intended for and available to users who are at least 18 years old and who are located in the United States or its territories. **You must be at least 18 years old to purchase any rifle from us, and you must be at least 21 years old to purchase any handgun from us.** IF YOU DO NOT MEET THESE AGE REQUIREMENTS OR IF YOU ARE NOT LOCATED IN THE UNITED STATES OR ITS TERRITORIES, YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING, REGISTERING WITH OR PURCHASING FROM US, AND YOU MUST DISCONTINUE ANY SUCH ACTIVITY IMMEDIATELY.
- 1.3. **Discontinue Use if You Do Not Agree.** You agree that by accessing the Site, registering an account with and/or purchasing from us, you have read, understood, and agreed to be bound by all of the terms of this Agreement. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING, REGISTERING WITH OR PURCHASING FROM US, AND YOU MUST DISCONTINUE ANY SUCH ACTIVITY IMMEDIATELY.
- 1.4. **Supplemental Terms.** Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make prospective changes or modifications to this Agreement at any time and for any reason. We will alert you about any changes by posting them on the Site and other places we deem appropriate, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review this Agreement to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revision to this Agreement by your continued access to the Site, registration with us and/or purchasing from us after the date such revised terms are posted.

## 2. USE OF THE SITE—RESPONSIBLE CONDUCT

By visiting the Site, you agree to use the Site and any associated information or tools only for the purposes intended as permitted by (a) the terms of this Agreement, and (b) applicable laws, regulations and generally accepted practices or guidelines. By way of example (and not limitation), you understand and agree that:

- 2.1. Registration.** In order to access the Site, you may be required to register provide certain information about yourself (such as identification, contact details, etc.). You agree that any information you provide will always be accurate, correct, and up to date.
- 2.2. Legal Requirements.** You have familiarized yourself with the laws of your state governing the purchase and sale of firearms and firearms accessories. It is your responsibility to be familiar with their own local and state firearm related laws, restrictions and ownership requirements.
- 2.3. Confidentiality.** You are responsible for maintaining the confidentiality of any login information associated with any account you create with us, and you are responsible for all activities that occur under your account.
- 2.4. No Unauthorized Access.** Accessing (or attempting to access) any portion of the Site by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any portion of the Site through any automated, unethical or unconventional means, including, without limitation, the use of robots, “bots,” or “spiders.”
- 2.5. No Links.** You may not post a link to the Site without our express permission.
- 2.6. No Disruption or Interference.** You are strictly prohibited from engaging in any activity that disrupts or interferes with operation of the Site, including, without limitation, our servers and/or networks.
- 2.7. No Unauthorized Use.** You are strictly prohibited from attempting to copy, duplicate, reproduce, sell, trade, or resell the Site or any information or tools on the Site.
- 2.8. Responsibility for Our Damages or Loss.** You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities you conduct, as explained above, and you may incur criminal or civil liability.
- 2.9. Use of Open Communications.** We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, and various social media services. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, it is your responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:
  - 2.9.1. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

- 2.9.2. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
- 2.9.3. Contains any type of unauthorized or unsolicited advertising; and/or
- 2.9.4. Impersonates any person or entity, including, without limitation, any of our employees and/or representatives.

**2.10. Removal of Content.** We have the right at our sole discretion to remove any content you post that we feel, in our sole and exclusive judgment, does not comply with this Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any third-party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal and to waive any claim against us relating thereto.

**2.11. No Company Liability for Your Content.** We do not assume any liability for any content posted by you or any other third-party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of V1Tactical, LLC, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, not information that is provided as part of the registration process.

**2.12. Indemnity.** You agree to indemnify and hold harmless V1Tactical, LLC, our affiliates, and our directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including, without limitation, reasonable attorneys' fees, resulting from any violation of this Agreement or your failure to fulfill any obligations relating to your account incurred by you (or any other person using your account). In the event of any claim for which we are entitled to indemnification under this Agreement, we shall have the right to counsel of our choosing, and we shall also have the right to defend or settle any such claim in our sole discretion. You agree to cooperate with us in defense of any such claim.

**3. COPYRIGHTS/TRADEMARKS.** All content and materials available on the Site, including, but not limited to, text, graphics, website name, code, images and logos, are the intellectual property of V1Tactical, LLC, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on the Site is strictly prohibited without our express written permission. Nevertheless, Permission is granted to electronically copy and print hard copy portions of the Site for the sole purpose of placing an order with us or purchasing products from us. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Site solely for your own non-commercial use, to place an order with us or to purchase our products.

Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited without our express written permission.

**4. TERMINATION OF USE.** We may, at our sole discretion, suspend or terminate your access to all or part of the Site and/or your account with us, with or without notice and for any reason, including, without limitation, breach of this Agreement. In connection with your account registration in particular, we reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Site and any information or tools derived from it will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

**5. PRIVACY POLICY.** We care about data privacy and security. By accessing the Site, registering for an account, and/or purchasing from us, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into this Agreement.

**6. LIMITATION OF WARRANTIES IN CONNECTION WITH THE SITE.** By using the Site, you understand and agree that all information and resources we provide are "as is" and "as available." This means that we do not represent or warrant to you that:

- 6.1. The use of the information or resources will meet your needs or requirements;
- 6.2. The use of the information or resources will be uninterrupted, timely, secure or free from errors;
- 6.3. The information or resources will be accurate or reliable; or
- 6.4. Any defects in the operation or functionality of the Site will be repaired or corrected.

Furthermore, you understand and agree that:

- 6.5. Any content downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any damage or loss of data that may result from the download of such content; AND
- 6.6. No information or advice we provide, whether expressed, implied, oral or written, shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this Agreement or in specific V1Tactical product warranties.

**7. DOING BUSINESS WITH US—ELECTRONIC COMMUNICATIONS AND SIGNATURES.** You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED**

**BY US.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement and to agree to be bound by it.

## **8. SHIPPING DATES**

**8.1. In-Stock Items.** Firearm orders for in-stock items generally process and ship within 5-7 business days after we receive full payment and a valid FFL designation (*see SHIPPING A FIREARM—FFL'S AND TRANSFER OF OWNERSHIP*, below). Accessory orders for in-stock items will generally ship within 3-5 business days after we receive payment.

**8.2. Special Orders and Allocation Dates.** Most manufactures build products in "*allocations*" rather than a continual production run for a specific product/part. The "*allocation date*" or "*estimated special order date*" is the estimated production date assigned by the manufacturer plus the lead time required to ship the item to V1Tactical. Allocation dates and Special-Order dates can change (earlier or later) due to manufacturing delays, parts shortages, work stoppages, or other causes beyond our control. We will advise you of the "allocation date" or "special order" date provided by the manufacturer, but we are not responsible for the manufacturer's changes to that date. **Standard cancellation fees will apply if you cancel an order due to a change in the initial estimated delivery date.**

## **9. SHIPPING POLICIES**

**9.1. Your Responsibility to Know the Law.** V1Tactical abides by the laws, local restrictions and ordinances in your state. We will not ship firearms to a third party to be modified or changed in any way from manufactured specifications. The firearm you purchase must be compliant AS IS from the manufacturer before we will ship. It is your responsibility and duty to know and understand the gun laws, local restrictions and ordinances in your state. It is also your responsibility to verify items being purchased are legal to ship to your area. We cannot and do not provide legal advice regarding your state's guns laws. However, we have found this website helpful and informative. You acknowledge and accept full responsibility for the laws, local restrictions and ordinances of your state.

**9.2. Split Shipments.** We do not split ship orders unless an additional shipping fee is paid. Please contact us regarding your order if you have any questions or would like to request a split-ship.

**9.3. Shipping Insurance and Shipping Costs.** Shipping insurance is offered at a rate of 0.75 cents per \$100 of the ordered item(s)' value and is optional. V1Tactical.com is not responsible for uninsured items lost or damaged in transit. If you would like to review the total shipping charges for your order, click "checkout" to preview the order. You can preview the order, including the ship-to address and the shipping charge, before you click to confirm

your order. The shipping and handling charge covers the cost of standard shipping. If you require expedited shipping, the shipping fees will be greater. We do NOT ship to PO Boxes.

**9.4. Shipping a Firearm—FFLs and Transfer of Ownership.** V1Tactical.com will ONLY transfer ownership of a firearm to individuals or agencies in possession of a valid Federal Firearms License (“FFL”). This means we cannot ship directly to you unless you are an FFL holder.

If you do not hold a valid FFL, we will transfer your purchased firearm to your choice of a licensed gun dealer in your state. You will remain responsible:

- to ensure that a firearm is legal to own in your state.
- to complete all required paperwork when you pick up your purchase from your local dealer.

Be aware that it is customary for local dealers to charge a transfer fee at the time you pick up your purchase. This transfer fee is strictly between you and your local dealer. Please check with your local dealer concerning their policies. You do not pay V1Tactical.com the transfer fee. **Certain dealers also apply sales tax.** Again, this is between you and your FFL dealer. V1Tactical.com only collects sales tax if you reside in the state of Arizona.

## 10. RETURNS

**10.1. Accessories.** Returns of accessories are ONLY accepted for unopened merchandise. To return accessories, you must contact us within seven (7) calendar days of receipt to obtain a return authorization from us. You will be responsible to pay any return shipping and a 20% restocking fee.

**10.2. Ammunition.** All sales of ammunition and ammunition components are final and non-returnable.

**10.3. New Firearms. VERY IMPORTANT - FIREARM RETURNS!!** Firearms may only be returned to the manufacturer for replacement or repair pursuant to the manufacturer’s warranty policy. Firearms cannot be returned to us and we do not reimburse for FFL fees.

We strongly recommend you take your time to inspect all firearms thoroughly BEFORE proceeding with the transfer from the FFL. Note: If you return a firearm directly to the manufacturer (without involving the FFL), the manufacturer can generally return the repaired firearm directly to you without additional FFL transfer or associated fees.

## 11. CANCELLATION—FEE SCHEDULE

Note: Shipped orders CANNOT be canceled!

All cancellation requests must be via email to: Support@V1Tactical.com

- Orders canceled within 12 hours of order being placed (if not shipped) – 5% fee
- Orders canceled 12-24 hours of order being placed (if not shipped) – 10% fee

- Orders canceled beyond 24 hours of order being placed (if not shipped) – 20% fee

**12. DISCLAIMER OF WARRANTIES WITH REGARD TO PRODUCTS.** UNLESS OTHERWISE EXPRESSED, V1TACTICAL LLC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**13. LIMITATION OF OUR LIABILITY.** In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. Moreover, we will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using the Site, the purchase of any product from us, and/or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime.

**14. PRICE CHANGES AND TYPOGRAPHICAL ERRORS.** While we endeavor to provide accurate information on the Site, price quotations constitute invitations to bargain, and not an offer to contract. The contract price will be displayed at the time of purchase, where you will have the opportunity to accept or reject the transaction. Moreover, in the event that a product is mistakenly listed at an incorrect price, we reserve the right to refuse or cancel the order, 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 refused or cancelled, we will issue an appropriate credit to your credit card account.

**15. GOVERNING LAW.** This website is controlled by V1Tactical, LLC, which is based in Peoria, Arizona. By accessing our website, you agree that the statutes and laws of the State of Arizona, without regard to its choice-of-law provisions, will apply to all matters relating to the use of the Site and the purchase of any products or services through the Site. Furthermore, any action to enforce this Agreement must be brought in Maricopa County, Arizona, pursuant to the Dispute Resolution provisions of this Agreement. By accessing the Site and/or purchasing from us, you hereby agree to personal jurisdiction in Maricopa County, and you waive any jurisdictional, venue, or inconvenient forum objections.

## **16. DISPUTE RESOLUTION.**

**16.1. Mandatory arbitration; waiver of class-actions.** All disputes arising from this Agreement, use of the Site, and/or any products you purchase from us must be resolved through binding arbitration. You and we agree to give up the right to have any such disputes resolved in court. Furthermore, you waive the right to bring a class-action against us, unless you live in a jurisdiction where such a class-action waiver is not permitted.

**16.2. Procedure.** All arbitration claims shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Claims shall be heard by a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and unappealable. The award may be vacated, modified or corrected only as and on the grounds provided in the Federal Arbitration Act at 9 U.S.C. §§ 10 and 11.

**16.3. Remedies, Costs, and Fees.** In addition to monetary damages, as part of the arbitration award, the arbitrator shall award the prevailing party, if any, its cost and fees. Monetary damages assessed against us shall not exceed the purchase price you have paid to us. The arbitrator will have no authority to award punitive or consequential damages. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorneys' fees.

**16.4. Time Limits.** If you wish to assert a claim against us, you must do so within certain time limits, depending upon your situation. If your claim relates to products you received from us, you must file your claim within 90 days of the date you received the products. If your claim relates to your failure to receive products you ordered from us, you must assert your claim within 90 days of the date you placed your order. If your claim does not involve products or the failure to receive products, you must assert your claim within 90 days of the date your claim arises. If you do not bring your claim within this time limit, you will be deemed to have waived the claim. The arbitration hearing shall take place within 90 days of the filing of a claim, and the award shall be rendered within 30 days after the hearing. The arbitrator shall agree to these limits prior to accepting appointment.

**17. HEADINGS FOR CONVENIENCE ONLY.** The headings of the paragraphs of this Agreement are solely for convenience or reference, and they shall not be used to construe meaning or intent. If there is any conflict between the headings and the text of this Agreement, the text shall control.

**18. INTERPRETATION OF AMBIGUITIES.** This Agreement shall be construed and enforced without any presumption or construction against the party drafting this Agreement.

**19. SEVERABILITY.** Each provision of this Agreement is separate and independent. If any provision of this Agreement is held invalid, such invalidity shall not invalidate the entire Agreement, and the remainder of the Agreement shall not be affected.

**20. NO WAIVER.** Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.



21. **INTEGRATION.** This Agreement contains the entire agreement and supersedes all other prior agreements and understandings, whether written or oral, between the parties.

22. **CALIFORNIA USERS AND RESIDENTS.** If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

23. **CONTACT US.** In order to receive further information or to resolve a complaint or, please contact us at:

V1Tactical  
29627 N. 123<sup>rd</sup> Lane  
Peoria, Arizona 85383  
Tel: 877-818-2285  
Email: support@V1Tactical.com