THE WAR STORE, INC. Waiver, Release of Liability and Acknowledgement of Policies

As the purchaser of one or more items or services from THE WAR STORE, INC., and by participating any way in the sport and activities of airsoft, I acknowledge, and give agreement to, the following:

1. I affirm that I, the purchaser, am 18 years of age or older and it is legal for me to purchase and own this type of equipment.

2. I understand that it is my responsibility as the buyer, NOT THE WAR STORE, INC., to ascertain, and obey, all applicable local, state and federal and international laws with regard to the possession and use of airsoft equipment.

3. I understand that I am not permitted by law to remove any warning stickers, barrel tip or muzzle paint, or safety markings on any airsoft products, and that the removal of such stickers, paint or markings is prohibited by law, and will void all warranties.

4. I understand that applicable federal and/or state laws provide that the use of an airsoft gun in a crime may carry the same penalties as the use of a real firearm or weapon. I agree that I will use any airsoft products in a lawful manner, and not in connection with any criminal offense or other crime. I understand that it may be unlawful to fire an airsoft gun within city limits, and I agree to use my equipment in properly designated areas.

5. I agree to indemnify and hold harmless THE WAR STORE, INC. and its officers, owners and employees, from and against all liabilities, damages, penalties, claims or other obligations arising out of my use and/or ownership of any products sold by THE WAR STORE, INC.

6. I understand that the risk of injury from the activity, weaponry and accessories involved in airsoft may be significant, including the potential for permanent disability and death. While particular protective equipment and personal discipline will minimize this risk, the risk of serious bodily harm continues to exist.

7. I understand and agree that this Waiver, Release of Liability and Acknowledgement of Policies will cover each and every purchase from THE WAR STORE, INC. in which I participate hereafter.

8. I understand that products from THE WAR STORE, INC. may carry a limited warranty for manufacturer's defects only. Some manufacturers do provide warranties varying from 15 days to 2 years. Generally, Chinese and Japanese products do not have warranties. Some Taiwanese and Hong Kong products carry limited warranties. Ask for details on your particular item before purchase. Further, I understand that any alterations or modifications to any product in any respect by any person not employed or authorized by THE WAR STORE, INC. will cause all such warranties to be cancelled and void. For airsoft products, the warranty is void if products are used with anything less than high-precision, seamless 0.20g BB’s, or any Chinese brand of BB’s. THE WAR STORE, INC. shall not be liable for normal manufacturing defects, for customary variations from specifications, for imperfections inherent in the process used, or for damages resulting from improper shipment, storage or use of goods. All claims arising out of the sale of any products manufactured or sold by THE WAR STORE, INC. shall be deemed barred and waived unless made in writing, and presented to THE WAR STORE, INC. within 15 days from date of purchase.

9. **Return policy:** ALL SALES ARE FINAL! There are no returns, exchanges or refunds. Please be sure of your purchase before you make it.

10. **Warranties:** Warranties vary between manufacturers. Some guns have no warranty, while others are good for 15 days to as long as 2 years. Some warranties require customer activation in the form of mailed-in warranty cards or online registration. Some are just inherent from the date of purchase. The War Store, Inc. will inform the customer of the details of the warranty, or lack thereof, for any airsoft gun. THE WAR STORE, INC. sometimes provides a warranty on products that do not normally have one. This store warranty: does not cover batteries or chargers (manufacturer warranty may apply); is void if product is used by a minor; is void if equipment is used in below-freezing temperatures; and will require customer to pay a labor charge if service is required.

11. **Layaway:** THE WAR STORE, INC. offers a layaway program for the benefit of its customers subject to the following:
   a) A minimum 25% deposit is required at the time the layaway is opened, with the balance due by the end of the layaway term.
   b) A layaway term is considered 30 calendar days.
   c) The deposit is NON-refundable for all cancelled or forfeited layaways. A deposit cannot be shifted to another item unless a 10% restocking fee is paid. The 30-day layaway period restarts with the new item.
   d) If the item(s) on layaway have not been paid for in full by the end of the layaway term, the layaway is considered forfeited.
   e) No item(s) on layaway will be allowed to leave the store until the item(s) have been paid for in full.

12. **Special orders:** THE WAR STORE, INC. can order airsoft guns or accessories that are not in stock, subject to the following:
   a) A 25%, NON-refundable deposit is required at the time the item is ordered for typical or common items. Unusual items, items rarely or never stocked, or items that must come from overseas will require payment in full.
   b) Special ordered items, once paid in full and picked up by the customer, are NOT eligible for return.
   c) Special orders from overseas (Hong Kong, Japan, etc.) can sometimes take several weeks to ship and clear customs. Your patience is requested, as no delivery date can be guaranteed.
   d) Shipping charges, duties and tariffs are the responsibility for the customer to pay at the time of final purchase. Often we can only provide an estimate of these charges initially.
   e) The customer has 30 days from being notified of the arrival of their product(s) to pay any balance due. After 30 days, any money paid is forfeited, and the item(s) becomes the property of THE WAR STORE, INC.
13. **Upgrades and Repairs**: By turning over my airsoft gun to THE WAR STORE, INC. to perform upgrades or repairs, I expressly agree to the following:
   a) Upgrades create unique stress on the components of an airsoft replica. When upgrading, I understand that reliability of my gun may be compromised.
   b) THE WAR STORE, INC. will warrant any parts purchased from us and installed during the repair or upgrade only. Other stock parts may wear out prematurely due to upgrades, and I understand that these parts are specifically NOT covered under warranty. Warranty replacement is for manufacturer defects in materials and/or workmanship only. Parts failing due to the additional stress of upgrading are NOT covered under warranty.
   c) No warranty, express or implied, is given on the following gearbox components in any upgrade: pistons; motor pinion gear; gearbox case; and trigger switch.
   d) I understand that the use of batteries larger than 8.4 volts can cause premature wear, and that the use of any battery greater than 8.4 volts will void any and all warranties, unless the manufacturer specifies the use of a 9.6v such as in a Crane stock.
   e) When my repair or upgrade is complete, I have 30 calendar days from notification to pick up my item and pay for it in full. After 30 days, my item becomes the property of THE WAR STORE, INC. to be auctioned off, dismantled or disposed of as the store deems fit, so that labor and parts costs may be recouped. I no longer have any claim to my former property.

14. **Used Guns**: THE WAR STORE, INC. sometimes sells used guns on consignment. While we make every effort to establish the functionality and operating history of used guns offered for sale under our consignment program, used guns are sold as-is, with no warranty and are not eligible for return.
   a) The consignment fee, payable upon sale of the item, is $20 for rifles, $10 for pistols or accessories. The remainder of the selling price is issued only as a credit for in-store purchases.

15. All guns entering or leaving THE WAR STORE, INC. must be transported in a bag, box or gun case, out of plain view from the public. Violation of this policy will result in refusal of sales or service, and ejection from the premises.

16. **Canadian Customers**: Many airsoft products, including, but not limited to, rifles, pistols and grenade launchers, are prohibited by Canadian law. THE WAR STORE, INC. will not be held liable for unlawful actions committed by Canadian customers re-entering Canada.
   a) It is the responsibility of the purchaser, not THE WAR STORE, INC., to have full knowledge of Canadian laws regarding airsoft.
   b) All items purchased from THE WAR STORE, INC. and brought back into Canada, must be declared to Customs officials. The items may be inspected to determine their legal status and duties or tariffs must be paid.
   c) Failure to declare all items to Customs is a Federal criminal offense.
   d) A Canadian customer who purchases products from THE WAR STORE, INC. does so with the knowledge that those items may be seized and that the customer could be subject to fines and/or imprisonment.
   e) Purchased items, which were declared to Customs but found to be prohibited, will usually, but not always, be allowed to be returned back to the US. Refunds will be permitted only if the following conditions are met:
      1) Items must be returned on the same business day as originally purchased.
      2) The items must be sealed, unused and undamaged. If the items were opened by Customs, then those items must be sealed with labeled yellow tape from the Customs agency.
      3) Special ordered items are not eligible for return under any circumstance.
   f) Manufacturer’s warranties on airsoft guns are applicable to US residents only. Canadian customers are not eligible for warranty support.

17. I have read this Waiver, Release of Liability and Acknowledgement of Policies, fully understand the terms, and understand that I have given up substantial rights by signing it. I sign it freely and voluntarily without any inducement. I agree it is my intention to exempt and relieve the releasees and all associated agents from all liability for personal injury, property damage or wrongful death by negligence or any other cause.

Date: ______________________________

Product purchased or serviced: [ ] AK-47 [X] Airsoft

New [X] Used [ ] Repair [ ] Upgrade [ ]

Phone #: [ ] 714 074 0270

Signature: ______________________________

Waiver v.10 (1-10-11)