

## Cash Pricing

In order to best serve our cash and check paying customers by helping them avoid paying a built in processing fee we price our products as "cash" price. Cash price includes any form of payment other than debit or credit. We accept Cash, Money Orders, Cashiers Checks, and even Personal Checks. All these forms qualify for the cash price. Only the customers that use the credit and debit option will incur the 3% processing fee. Unlike many other retailers who build in the 3% which you pay regardless of payment this allows our customers another way to save money and only charges the fee to customers that incur it.

## Conditions of Use

Use of the Boomstick Tactical LLC website constitutes agreement to our terms of use. We encourage you to review the following information carefully.

## Affidavit of Customer

I am not an unlawful user or addicted to any controlled substance.

By selling or delivering ammunition to me, Boomstick Tactical LLC is not violating any state or local law or ordinance.

I have never been and I am not expected to be convicted in any court of a misdemeanor crime of domestic violence.

I am not under indictment for and have never been convicted in any court of a crime punishable by imprisonment for over one year.

I am not a fugitive from justice.

I am currently not subject to a restraining order of any kind.

I have not been adjudicated as a mental defective and I have not been committed to any mental institution.

I am not an illegal or unlawful alien.

I have never been and I am not expected to be discharged from the Armed Forces under dishonorable conditions.

I am not currently less than twenty-one (21) years old.

I have not renounced my U.S. Citizenship.

## Prohibited Shipping Addresses

Boomstick Tactical LLC will leave all local laws and regulations to the discretion of the local FFL in your resident state. We will ship any firearm to any dealer that will accept the transfer. This includes California, Maryland, and any other state with regulations above and beyond Federal Law.

## Indemnification and Agreement to Defend

I fully agree that if any of my representations when making purchases under the Terms of Sale are incorrect or if I fail to comply with these Terms of Sale, then I will indemnify, defend, save harmless, and release Boomstick Tactical LLC and its owners, agents, officers, and employees against any civil liability or criminal prosecution resulting from my purchase from Boomstick Tactical LLC. I fully agree that by placing my order, I release Boomstick Tactical LLC from any and all liability arising from or related to the products I purchased from Boomstick Tactical LLC , including (but not limited to) my

or anyone else's use of the product, my or anyone else's storage of the product, and my or anyone else's handling or transportation of the product, and I agree to indemnify, defend, save harmless, and release Boomstick Tactical LLC and its owners, agents, officers, and employees against any civil liability or criminal prosecution resulting from the products I purchased from Boomstick Tactical LLC.

### Class Action Waiver

You expressly agree that any dispute resolution proceedings, including but not limited to, litigation, arbitration, and mediation, will be conducted only on an individual basis and not in a class, consolidated, or representative action. By making this express agreement, you acknowledge and affirm that this is a knowing, voluntary, and permanent waiver of any right to bring federal, state, or local claims as any part of, or on behalf of, any class or any other individuals, before a court or other tribunal.

### SHIPPING

Shipping is a flat rate charge through the most appropriate shipping source based on the size and weight of the package (USPS, UPS, FED-EX). All firearms can be expected to ship within 5 business days of us receiving both your payment and a copy of your dealers FFL. None of our warehouses ship on Saturday or Sunday. Most handguns can be shipped via our flat rate shipping to US states and territories outside the continental US. For long gun shipping outside the continental U.S. actual shipping rates will apply even after checkout. You will be notified of any additional shipping costs before you are charged.

### TRADEMARKS

Boomstick Tactical LLC and other marks indicated on our site are trademarks owned exclusively by Boomstick Tactical LLC. The use of these trademarks and trade dress is prohibited if used in connection with the sale of any product that is not Boomstick Tactical LLC, in any manner that seeks to disparage or discredit Boomstick Tactical LLC or in any manner that may cause confusion among our customers.

### COPYRIGHT

All content on this website is the exclusive property of Boomstick Tactical LLC. Said content includes text, graphics, logos, icons, images, audio and video clips, digital downloads, and software. Our content is protected by United States and international copyright laws and we reserve all rights contained therein. In case of dispute or infringement, we will rigorously defend our rights to this material.

### PROTECTING YOUR ACCOUNT

Some portions of this website permit username and passwords to be used. You are responsible for protecting your unique username and password and you agree to be responsible for all activities performed under your user account.

### PRIVACY STATEMENT

**WHAT DO WE DO WITH YOUR INFORMATION?** When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your

name, address and email address. With your permission, we may send you emails about our store, new products and other updates.

## CONSENT

How do you get my consent? When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only. If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no. How do I withdraw my consent? If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at boomsticktactical@gmail.com

## DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

## LICENSE AND SITE ACCESS

Boomstick Tactical LLC grants you (the user) a limited license to access and make personal use of this website. This license does not include the right to download any material (other than routine page caching), modify any material, or any portion thereof, without the express written consent of Boomstick Tactical LLC. This license excludes the download or collection of logos, product descriptions, pricing, text, graphics, audio and video clips, and/or copying account information. This website or any portion of this website may not be reproduced, duplicated, copied, sold, visited, or otherwise exploited for any commercial purpose without express written permission of Boomstick Tactical LLC. You are prohibited from using meta tags or any other hidden text utilizing Boomstick Tactical LLC name or trademarks without the express written consent of Boomstick Tactical LLC. Any unauthorized use of this websites voids the limited license granted by Boomstick Tactical LLC.

## CONTENT SUBMITTED BY SITE USERS

If you do post content to this site or otherwise submit material (including, but not limited to, photographs and testimonials), you grant Boomstick Tactical LLC and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. By your submission you represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Boomstick Tactical LLC or its affiliates for all claims resulting from content you supply. Boomstick Tactical LLC reserves the right to remove any content at our sole discretion.

## LIMITATION OF LIABILITY

This site is provided by Boomstick Tactical LLC on an "as is" and "as available" basis. Boomstick Tactical LLC makes no warranties, either expressed or implied, as to the operation of the site or the

content contained therein. You expressly agree that your use of [www.boomstick-tactical.com](http://www.boomstick-tactical.com) is at your own risk. Boomstick Tactical LLC cannot warrant that this site, our servers, or email communications affiliated with the use of this website, are free from viruses. Boomstick Tactical LLC will not be responsible for any damages of any kind resulting from use of this website, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

## REDEMPTION OF FREE PRODUCT AND COUPON OFFERS

From time to time, Boomstick Tactical LLC offers its clients special offers and discount codes to be used in conjunction with this website. These offers are frequently disseminated via this website and through email to those who have registered for our email database. They are sometimes posted on our home page or announced via other means of communication in conjunction with the promotion of the Boomstick Tactical LLC product collection, including radio and TV broadcasts, internet forums and various online websites. We encourage our clients to redeem these special offers, but we respectfully ask that you not exploit them. Boomstick Tactical LLC, at our sole discretion, will determine if all purchasing criteria has been met to qualify for stated discount or free product. If you successfully circumvent the software safeguards of this website in order to receive several free products with your order, then we will (at our sole discretion) remove any extraneous free product from your order or cancel the order in its entirety. You will be informed of any order changes via the phone number or email address listed with your order. Please, play fair...

## APPLICABLE LAW

By visiting [www.boomstick-tactical.com](http://www.boomstick-tactical.com), you agree that the laws of the state of Kansas, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Boomstick Tactical LLC.

## CHANGES IN POLICY

Boomstick Tactical LLC reserves the right to modify, alter, delete and update these policies at any time we see fit. Such alterations do not nullify our rights if infringements or breaches occurred under a previous version of these conditions.

## REFUNDS AND EXCHANGES

If you receive a defective item, please contact us via email at [boomsticktactical@gmail.com](mailto:boomsticktactical@gmail.com) with details of the product and the defect. Further instructions will be provided if item is to be returned and/or exchanged. Upon receipt of the returned product, we will fully examine it and notify you via email, within a reasonable period of time, whether you will receive a refund or a replacement as a result of the defect. If you are entitled to a replacement or refund, we will replace the product or refund the purchase price, using the original method of payment. Refunds on unfired firearms do not include any shipping and handling charges shown on the packaging slip or invoice. Refunds on defective firearms and accessories will be for all associated costs including shipping. Accessories in like new condition with the packaging still intact may be returned for a 10% fee. The customer is responsible for returning the item to us and no shipping will be refunded. Both shipping and return shipping will NOT be refunded in the event of a denied background check or if the item does not comply with state laws. It is recommended that you consult the receiving FFL on all applicable state laws in your resident state before ordering from Boomstick Tactical LLC. Boomstick Tactical LLC is a licensed business in the State of Kansas. Boomstick Tactical LLC complies with all applicable State and Federal laws. All

products and persons associated with Boomstick Tactical LLC comply with State and Federal restrictions.

#### CANCELLATION AND ORDER CHANGE FEES

We invest our time and money to fulfill your order that is placed with us. After you have placed your order online, or over the phone with a sales associate, you will be charged 10% Cancellation/Change fee if you decide to cancel the order or substitute products. You will not be charged any additional fee for adding items to an existing order. By placing an order online or making a phone order with a sales associate you agree to pay this 10% Cancellation/Change fee should you cancel or change your order.

Once the item has shipped out, there are NO returns or refunds on firearms. All sales on firearms are final.

#### PAYMENTS

Payment must be received at the time of purchase.