

TERMS AND CONDITIONS (INCLUDING SALES OF FIREARMS AND AMMUNITION)

Accountability & Advice

Sights And Arms Ltd. has taken all reasonable steps to ensure that the Terms And Conditions set forth in this document are inkeeping with all applicable Canadian Laws, Regulations and best practices including but not limited to the Canadian *Firearms Act & Regulations, Explosives Act & Regulations,* Economic Development Canada and Office of Consumer Affairs guidance including the *Canadian Code of Practice for Consumer Protection in Electronic Commerce.* Information contained on Sights And Arms Ltd. website does not constitute advice. The information contained should inform you, but is not intended to persuade improper decision-making such as impulse purchasing. Please be sure of your purchases at transaction time to avoid costly and time-consuming refunds and returns including restocking fees.

FIREARMS SALES

<u>ALL</u> firearm sales require the <u>purchaser</u> to provide proof of <u>their</u> Canadian *Possession and Acquisition Licence* (PAL) with appropriate Classification privileges for validity verification.

Firearms will NOT be shipped until PAL information has been received and verified as valid.

Please ensure that the information provided upon purchase is accurate. <u>*Personal Information* will be recorded and retained as</u> required by Law for **Restricted** and **Prohibited** firearm purchases. Please see our Privacy Policy for more information.

Purchasers must willingly consent to these Terms And Conditions and those contained in our Privacy Policy in order to ensure a sale. Failure to provide the appropriate information required or requested will lead to cancellation of the order and/or a refund, or a No Sale. <u>Furthermore;</u>

In Person - Firearms Sales

Information required for In Person sales:

- Non-Restricted Firearms:
 - Purchasers legible PAL for validity verification.
- Restricted Firearms & Prohibited Handguns:
 - Purchasers legible PAL for validity verification.
 - Government issued picture identification with address.
 - Proof of valid Gun Club Membership.
 - Place of Birth (City/Town)

Online - Firearms Sales

Information required for Online sales (at Checkout):

Non-Restricted Firearms:

- Checkout Form will require your PAL number AND Date of Birth.

> Restricted Firearms & Prohibited Handguns:

- Checkout Form will require your PAL number, Date of Birth, Place of Birth (City/Town name) AND Gun Club Membership name.

If Sights And Arms Ltd. has any questions, we will contact you for further information. We reserve the right to request further proof and or copies of PAL or identification in the form of Government issued photo identification such as a Drivers Licence.

Continued..



TERMS AND CONDITIONS (INCLUDING SALES OF FIREARMS AND AMMUNITION)

Ammunition, Powder, Primers

To be promulgated at later date.

Binary Explosives Sales

To be promulgated at later date.

Age Of Consent for Use & Purchases

Individuals must be of Age of Majority in their jurisdiction in order to voluntarily consent to these Term And Conditions and their Use. Minor's PAL's are not accepted for the purchase of firearms, ammunition or binary explosives.

Product Warranties

All products sold by Sights And Arms Ltd. are covered by the manufacturers warranties as applicable. Sights And Arms Ltd. will accommodate and facilitate customers with such warranties including over-the-counter exchanges as directed by manufacturers. Subject to stock and availability. Warranty return shipping costs are not covered by Sights And Arms Ltd..

Exchanges and Return Policies

Firearms, Ammunition, Powder and Explosives are Final Sales.

Products such as food or next-to skin items are not eligible for exchanges or returns.

All other products may be eligible for exchange, return or refund within 20 calendar days of purchase if management approves. Items must be returned in re-sellable condition. Original receipt must be provided along with original packaging and included accessories. Please contact us to discuss your options. Shipping costs (To & From) are not covered by Sights And Arms Ltd. for Exchanges or Returns.

Restocking fees of 15% of item purchase price are applicable on all Returns. Taxes are Non-refundable.

Shipping Damages

Sights And Arms Ltd. takes every precaution to inspect product prior to shipping. We then package items extra carefully to preclude shipping damages. Should your product arrive damaged, you must contact the shipping service to claim damages. Sights And Arms Ltd. <u>highly recommends</u> customers add shipping insurance when placing orders.

Service Warranties

Sights And Arms Ltd. does not warranty its Services including but not limited to; customer service, repairs, modifications or installations beyond the manufacturers written warranties on parts and accessories purchased through our company. However, we will ensure full functionality of repairs, modifications and installations at time of customer receipt of firearms or products concerned and we will always endeavor to provide the best customer service available in the industry.

Limitation of Liability and Indemnity

YOU UNDERSTAND AND AGREE THAT:

Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Sights And Arms Ltd. for death or personal injury as a result of the negligence of Sights And Arms Ltd. or that of its employees or agents.

To the extent permitted by law, all information provided by Sights And Arms Ltd. on its website or otherwise is "as is" without any other express or implied warrantees, including but not limited to the implied warrantees of merchantability, suitability of product for a particular purpose or non-infringement. In no event shall Sights And Arms Ltd. be liable for any special, indirect, punitive or consequential damages resulting from any use or performance of informational errors or omissions or misuse of any products by you, including without limitation to loss of business or profits arising out of or in connection with the use of the website or products. And as such information and product use is at the user's own risk.

Continued...



TERMS AND CONDITIONS (INCLUDING SALES OF FIREARMS AND AMMUNITION)

You ALSO agree to indemnify and hold Sights And Arms Ltd. and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Sights And Arms Ltd. arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of Sights And Arms Ltd. website or products.

Validity and Governing Law

If any Terms or Conditions within this document should be deemed invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

These Terms and Conditions shall be governed by and interpreted in accordance with Canadian Law, and you hereby submit to the exclusive jurisdiction of the Province of Alberta courts.

Change Of Use

Sights And Arms Ltd. reserves the rights to make changes, correct or modify, at any time, without notice, any or all of the verbiage contained in these Terms And Conditions, Website or other Policy documents. In the event of discrepancy, current Canadian Federal *Acts, Regulations and Laws* will prevail.

Copyright

Sights And Arms Ltd. retains all Canadian copyrights to its property in respect of its website, logos, trademarks, documents and any intellectual property. Copying and or reproducing Sights And Arms Ltd. property, either wholly or partially, without express written approval is unlawful.

IF YOU CHOOSE NOT TO AGREE TO THESE TERMS AND CONDITIONS, YOU MUST CEASE USING THE WEBSITE, INFORMATION, PRODUCTS AND SERVICES SOLD OR OTHERWISE MADE AVAILABLE BY SIGHTS AND ARMS LTD.