

## **LIMITED LIFETIME WARRANTY**

This Limited Lifetime Warranty is provided by BudsGunShop.com, LLC (“Buds”) and extended to the registered original owner of the “Covered Firearm” (as defined herein) purchased from Buds upon the following terms and conditions:

### **I. Original Owner.**

This Limited Lifetime Warranty shall inure to the benefit of the registered original owner of a Covered Firearm ONLY, as evidenced by the original receipt of purchase and a valid state issued ID. This Limited Lifetime Warranty shall NOT extend to the original owner’s heirs, assigns, donees, or transferees. Additionally, this Limited Lifetime Warranty shall NOT extend to the original owner if between the date of purchase and the date of a claim hereunder there has been another legal or illegal owner of the Covered Firearm (i.e., the Covered Firearm was stolen and subsequently returned to the original owner or the Covered Firearm was sold and subsequently repurchased by the original owner). **THIS LIMITED LIFETIME WARRANTY APPLIES TO THE REGISTERED ORIGINAL OWNER ONLY AND MAY NOT BE ASSIGNED OR TRANSFERRED TO ANY OTHER PERSON OR ENTITY.**

### **II. Term.**

This Limited Lifetime Warranty shall commence upon the date the warranty registration form is received by Buds and shall continue through the lifespan of the Covered Firearm as determined by industry standards. If Buds shall cease operations, dissolve or a petition in bankruptcy is filed on its behalf, the term of this Limited Lifetime Warranty shall end (even if the lifespan of the Covered Firearm has not yet expired).

### **III. Limited Lifetime Warranty Supplemental To Manufacturer Warranty.**

If the manufacturer of the Covered Firearm supplies a warranty, such manufacturer warranty must be exhausted before a claim is made hereunder. The registered original owner (or another party entitled to bring a claim under the manufacturer’s warranty) shall comply with all terms and provisions of the manufacturer’s warranty including but not limited to registration, time limits and claims procedure. Failure to comply with the terms of the manufacturer’s warranty shall result in a denial of coverage hereunder. Only after the expiration of the term of the manufacturer’s warranty, failure to cure the subject defect or denial of a claim by the manufacturer, shall the registered original owner be entitled to make a claim under this Limited Lifetime Warranty. If a claim under the manufacturer’s warranty has been denied, the registered original owner shall submit to Buds the reason for such denial.

#### **IV. Covered Firearms.**

This Limited Lifetime Warranty shall cover all new and used handguns, rifles and shotguns sold by Buds to the registered original owner ("Covered Firearms"). The following shall be EXCLUDED and shall NOT constitute a Covered Firearm hereunder and all claims relating thereto shall be denied:

- a. Any and all handguns, rifles or shotguns owned or submitted to Buds by anyone other than the registered original owner;
- b. Any and all handguns, rifles, or shotguns whose model number or parts are no longer readily available as solely determined by Buds;
- c. Any and all handguns, rifles, or shotguns whose manufacture and/or sale has been banned by any applicable legislation subsequent to its purchase;
- d. Any and all accessories, ammunition (including but not limited to bullets, shells or gunpowder), machine guns, cannons, stun guns, mace, tear gas, or other similar devices; and
- e. Any and all firearms that have been altered or modified from the manufacturer's design in any way or rebuilt subsequent to its purchase by the registered original owner as solely determined by Buds.

#### **V. Claim Procedure.**

To make a claim pursuant to this Limited Lifetime Warranty, the registered original owner must complete the Claim Information Form which is attached hereto and incorporated herein by reference. Include this Claim Information Form, a copy of the registered original owner's valid state issued ID (such ID must show the registered original owner's name, address, date of birth and expiration date), a copy of the original purchase receipt as signed by the registered original owner, the receipt for shipping costs, and the Covered Firearm in the shipping package. Failure to supply the required documentation will result in a denial of the claim.

To ship the Covered Firearm, insure that the Covered Firearm is UNLOADED, disassembled, wrapped in bubble wrap or another similar shipping material and packed in a strong box designed for interstate shipping (insurance is also recommended). Take time to pack the Covered Firearm safely, Buds assumes no responsibility for damages or loss incurred during shipping. After insuring that the Covered Firearm and required documentation are properly Packed send to the following address:

BudsGunShop.com LLC  
1105 Industry Road  
Lexington, KY 40505

Upon receipt of the package, Buds will examine the firearm and related documentation to determine whether the claim will be approved or denied. If Buds determines the claim must be denied pursuant to the terms of this Limited Lifetime Warranty, Buds will return the package and provide a reason for such denial to the registered original owner within thirty (30) business days from receipt of the package. If the claim is approved, Buds will provide service according to the terms of Article VII herein and return the package, including the Covered Firearm, to the original registered owner upon completion of service. If the Covered Firearm must be replaced instead of repaired according to the terms herein, the registered original owner agrees to comply with any additional background checks or other registration procedures which may require in-person pickup rather than return shipment. Additionally, if the claim is approved, or if the claim is denied but Buds does not return the package within the required time, Buds will refund the cost of shipping to the registered original owner. However, such refund shall not include the cost of insurance, packing materials, or upgrades in shipping priority or timing. If Buds cannot determine the shipping cost using the receipt provided, the cost of shipping will be based on the current baseline package rate provided by the US Postal Service. If the claim is denied, the costs of shipping will NOT be refunded to the registered original owner. Buds hereby agrees to bear all costs of return shipping for approved claims. Return shipping for denied claims shall be reimbursed to Buds within thirty (30) days after return. If upgrades to the return shipping are requested (such as insurance, specific packing materials, or priority or timing upgrades), please notify Buds in writing in the original package materials. **BUDS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR PACKAGES THAT ARE DAMAGED OR LOST DURING TRANSMITTAL.**

## **VI. Covered Services.**

Buds shall approve the claim and provide service if, in Buds' sole determination, the Covered Firearm contains a defect. Defect shall mean manufacturer defects ONLY which existed at the time of purchase (in Buds' sole determination). Defect shall NOT include firearms or parts or materials (including but not limited to metal, wood, plastic, rubber, surface finish or other similar materials) thereof that are subject to normal wear and tear throughout the lifespan of the Covered Firearm or any cosmetic imperfections which are or should be apparent to the registered original owner upon purchase<sup>2</sup>. If Buds determines the Covered Firearm contains a defect, Buds shall approve the claim and shall provide repair, replacement or refund upon the following terms and conditions:

- a. Buds shall repair the Covered Firearm at Buds' sole cost and expense if Buds determines that repair is feasible and replacement parts are readily available as solely determined by Buds. Repairs will be performed only by BudsGunShop.com, LLC or its authorized agents;
- b. If Buds determines that it cannot repair the Covered Firearm (as solely determined by Buds), Buds shall replace the Covered Firearm at Buds' sole cost and expense with a firearm of the same manufacturer, model, caliber and year (if readily available as solely determined by Buds) or a firearm of similar manufacturer, model, caliber and year. Replacement may require additional registration, transfer fees, background checks or other similar procedures. The expense related to such additional registration, transfer fees, background checks or other procedures shall be the sole responsibility of the registered original

owner. The registered original owner must provide written notice to Buds in the original shipment package if the registered original owner does not wish to accept a replacement firearm of similar manufacturer, model, caliber and year. If such written notice is received by Buds, the registered original owner will instead receive a refund as provided herein; and

- c. If Buds cannot repair or replace the Covered Firearm as solely determined by Buds, Buds will refund the original purchase price, as evidenced by the original purchase receipt, to the registered original owner in the form of store credit. A gift card (including an online code for website purchases) shall be returned to the registered original owner along with the irreparable and irreplaceable Covered Firearm as provided herein.

## **VII. Disclaimer.**

The registered original owner acknowledges that firearms by their nature are dangerous and that any misuse or negligent operation may result in property damage, bodily injury or death. The registered original owner should take proper precautions to prevent such damages. Further, it is acknowledged and agreed that Buds liability for any breach of this Limited Lifetime Warranty shall be limited to repair, replacement or refund as provided herein and IN NO EVENT SHALL BUDS BE LIABLE FOR THE FOLLOWING:

- a. Any damages, loss, personal injury or property damage sustained during transmittal of the Covered Firearm;
- b. Any damages, loss, personal injury or property damage sustained due to malfunction of a firearm;
- c. Any damages, loss, personal injury or property damage sustained due to criminal use of a firearm;
- d. Any damages, loss, personal injury or property damage sustained due to misuse, negligent use or storage of a firearm;
- e. Any damages, loss, personal injury or property damage sustained due to a manufacturer defect;
- f. Any damages, loss, personal injury or property damage due to acts of terrorism;
- g. Any hearing loss and all damages associated therewith due to noise of a firearm;
- h. Any damages, loss, personal injury or property damage sustained due to alteration, modification or the rebuilding of a firearm;
- i. Any damages, loss, personal injury or property damage sustained due to use of improper, defective or remanufactured ammunition;
- j. Any damages, loss, personal injury or property damage sustained due to improper loading of a firearm;
- k. Any damages, loss, personal injury or property damage sustained due to normal wear and tear, depreciation, or warpage of a firearm;
- l. Any damages, loss, personal injury or property damage sustained due to an Act of God or natural disaster;
- m. Any damages, loss, personal injury or property damage sustained due to abuse, neglect or failure to provide proper cleaning and/or maintenance of a firearm;
- n. Any damages, loss, personal injury or property damage sustained due to explosion of a firearm;
- o. Any damages, loss, personal injury or property damage sustained due to

- improper or careless handling of a firearm;
- p. Any damages, loss, personal injury or property damage sustained due to any act or omission outside the direct and immediate control of the manufacturer or Buds; and
- q. Any damages, loss, personal injury or property damage sustained due to improper or careless handling of a firearm;

### **VIII. Entire Agreement.**

The registered original owner has read the entire contents of this Limited Lifetime Warranty and acknowledges receipt of copy hereof. This Limited Lifetime Warranty constitutes the entire agreement between Buds and the registered original owner pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties (whether written or oral). No supplement, modification or amendment of this Limited Lifetime Warranty shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Limited Lifetime Warranty will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

### **IX. Severability.**

The invalidity or unenforceability of any particular provision of this Limited Lifetime Warranty shall not affect the other provisions hereof and this Limited Lifetime Warranty shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **X. Arbitration.**

The parties agree that any dispute arising hereunder or out of any aspect of the Limited Lifetime Warranty shall be resolved by binding arbitration in accordance with the rules adopted by the American Arbitration Association (except that such rules shall be modified so that any arbitration award shall be made no later than ninety (90) days after an arbitrator is appointed), with any such arbitration proceeding to take place in Lexington, Kentucky.

### **XI. Choice of Law; Forum Selection.**

This Limited Lifetime Warranty is delivered in, and shall be governed, enforced and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of law rules.

Any legal suit, action or proceeding arising out of or based upon this Limited Lifetime Warranty, including but not limited to any action to enforce an arbitration award, may be instituted in United States District Court, Eastern District of Kentucky, Lexington Division or the courts of the State of Kentucky located in the City of Lexington and County of Fayette, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address as provided on the claim information form shall be effective service or process for any

suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

THIS LIMITED LIFETIME WARRANTY IS THE ONLY EXPRESSED WARRANTY EXTENDED TO THE REGISTERED ORIGINAL OWNER BY BUDSGUNSHOP.COM, LLC. ANY ITEM AND CONDITION NOT SPECIFICALLY COVERED IN THIS LIMITED LIFETIME WARRANTY ARE EXCLUDED FROM COVERAGE AND ARE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE REGISTERED ORIGINAL OWNER. IT IS EXPRESSLY UNDERSTOOD THAT THIS LIMITED LIFETIME WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES (OTHER THAN THOSE WARRANTIES PROVIDED BY THE MANUFACTURER, IF APPLICABLE) EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BUDSGUNSHOP.COM, LLC BE LIABLE FOR ANY LOSS, DAMAGES (CONSEQUENTIAL, INCIDENTAL OR OTHERWISE), PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM ANY DEFECTS IN OR THE USE OF ANY COVERED FIREARM HEREUNDER. THIS LIMITED LIFETIME WARRANTY GIVES THE REGISTERED ORIGINAL OWNER SPECIFIC LEGAL RIGHTS. THE REGISTERED ORIGINAL OWNER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

## CLAIM INFORMATION FORM

Complete ALL fields below and return with all required documentation as provided by the Limited Lifetime Warranty. Failure to complete all fields may result in denial of the claim.

### Owner Information

Name:			
Address:			
City:	State:	Zip:	Country:
Phone:	Email:		

### Firearm Information

Manufacturer:			
Model Number:		Serial Number:	
Gauge/Caliber:	Purchase Date:	Purchase Price:	
Brief Description of Claimed Defect:			

Is there a warranty provided by the manufacturer on the firearm described herein?

Yes       No

If yes, have you submitted a claim pursuant to such manufacturer warranty?

Yes       No

If yes, has such claim been denied?

Yes       No

If yes, please provide the manufacturer's reason for such denial:

Pursuant to the terms of the Limited Lifetime Warranty, if BudsGunShop.com, LLC determines that your firearm will be replaced with a firearm of a similar (but not exact) manufacturer, model, caliber and year as the above described firearm would you accept such similar firearm? If you answer "NO" to this question, you will instead receive a refund in the form of in-store credit for the original purchase price.

Yes       No

By signing below, the undersigned hereby acknowledges that he or she has read and agrees to the Limited Lifetime Warranty terms and conditions.

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_