

Terms of Sales & Service

Due to the nature of some items that are sold, you must verify your age for the purchase of handgun components, long gun components, or ammunition. By agreeing to our terms & conditions, you are making the following declaration:

Declaration of Buyer: "I acknowledge this dealer does not authorize that I may lawfully purchase, possess, carry or operate bows, crossbows, paint pistols, air pistols, air rifles, black powder items, or any other items which I may purchase, in accordance with my state and local laws. I understand the legality of the merchandise I am ordering and I declare that I am of legal age and have no other legal disabilities."

We **DO NOT** warranty that you may purchase or possess handgun components, long gun components, or ammunition according to state or local laws. By agreeing to the terms & conditions, you are stating that you are of legal age to purchase the components or ammunition. This certifies that you are an adult and under no legal disability as provided under 18 U.S.C 922D (1) - (7).

NOTE: We require you to be at least 21 years of age to purchase handgun components, long gun components, or ammunition. An adult signature will be required by UPS at delivery time.

Liberty's Guardian is a Liberty's Guardian LLC company doing business over the Internet with the home office located in Deshler, OH , with a retail location at 105 W. Main St., Deshler, OH 43516.

Liberty's Guardian LLC may amend this buyer's agreement at any time by posting the amended terms on our company website located at www.libertysguardian.com. All amended terms will automatically be effective one day after they are initially posted on our company website, unless otherwise stated within our Buyers Agreement. This agreement may not be amended for any reason, except in consensual writing signed by both the customer and Liberty's Guardian. This agreement is effective for all new bids and/or purchases.

Liability Limit. We are not responsible for the use or misuse of any of our products. Our maximum liability will not be greater than the actual amount paid for the item, plus the normal shipping and handling fees.

Restrictions (These are the restrictions that we know of, there maybe more out there, customers should check their local and state laws) (Revised 07/31/2012)

Handguns (Must ship UPS 2nd Day or Priority Mail) and Magazines:

California: Cannot ship more than 10 round magazine (**handguns must be on state approved list**)

Hawaii: Cannot ship more than 10 round magazine(**applies to handguns only**)

Cook County, Illinois: Cannot ship more than 10 round magazine

Oak Park Illinois: Cannot ship more than 10 round magazine

Massachusetts: Cannot ship more than 10 round magazine(**handguns must be on state approved list**)

New York: Cannot ship more than 10 round magazine

Washington D.C.: Cannot ship more than 10 round magazine

Chicago, Illinois: Cannot ship more than 12 round magazine

Aurora, Illinois: Cannot ship more than 15 round magazine

Cicero, Illinois: Cannot ship more than 15 round magazine

New Jersey: Cannot ship more than 15 round magazine

Franklin Park, Illinois: Cannot ship more than 16 round magazine

Maryland: Cannot ship more than 20 round magazine (**handguns must be on state approved list,**

and requires spent cartridge)

Denver City, Colorado: Cannot ship more than 21 round magazine(**does not apply to rimfire guns**

or magazines)

Vail, Colorado: Cannot ship more than 21 round magazine(**does not apply to rimfire guns or magazines)**

Air Guns:

Washington D.C.: Cannot Ship

New York City(including Manhattan, Brooklyn, Bronx, Queens, Staten Island): Cannot Ship

Philidelphia PA: Cannot Ship

Johnson City TN: Cannot Ship

Chicago, IL: Cannot Ship

Illinois(other than Chicago): Any air gun shooting over 700 fps (feet per second) requires FFL dealer

Michigan: Any pellet gun must go to a FFL dealer

Michigan: Any bb gun with rifled barrel, or that is .22 caliber or greater must go to FFL

New Jersey: Requires FFL to transfer on all air guns

Blank Firing Guns:

Cannot ship to: Chicago, IL, New York City, NY, Virginia

Thompson Center Pistols and Pistol Frames:

Cannot ship to: California, New York, Maryland, and Massachusetts

All muzzleloaders to Illinois Must go to FFL Dealer for transfer

Rossi Ranchhand Cannot ship to New York

Hazmat:

Butane(BU)(anything over 33.8 oz receives Hazmat fee):

Ground Only (UPS), cannot ship Air or Postal

Aerosol Canisters(UP): Ground only, cannot ship Air or Postal

Birchwood Casey Chemical Products: Cannot Ship to California

Melting Point Restrictions for Firearms: Hawaii, Illinois, Minnesota (**Must check with state and see if the firearm meets the proper criteria)**

Umarex Arms:

The following guns are considered to be assault weapons in the following states and cannot be

shipped there:

HK416 Pistol- California, Connecticut, Hawaii, Maryland, Massachusetts, New York, Washington DC

HK MP5 SD- Connecticut, Maryland, Massachusetts, New York, Washington DC
HK MP5 A5- Connecticut, Maryland, Massachusetts, New York, Washington DC
HK 416D145RS- Connecticut, Maryland, Massachusetts, New York, Washington DC
Colt M4 OPS- Connecticut, Massachusetts, Minnesota, New York, Washington DC
Colt M16 Carbine- Connecticut, Massachusetts, Minnesota, New York, Washington DC
UZI Rifle(.22 Cal)- California, Connecticut, Massachusetts, Minnesota, New York, Washington DC

UZI Pistol(.22 Cal)- California, Connecticut, Hawaii, Massachusetts, Minnesota, New York,

NO AMMO SALES TO: PR, GU, VI, AK, HI

Typographical

We are not responsible for typos.

errors:

Every effort is made to make sure the information we display is accurate and true. Most descriptions are provided by the manufacturer of the item. If you have a question about the product, please contact us before ordering at info@libertysguardian.com.

Shipping

and

Delivery:

Ship and/or delivery dates are not guaranteed under any circumstances regardless of the method chosen for shipping. All dates given, both verbally and written, are estimates based on average movement of shipments. Any orders cancelled or returned due to shipping and/or delivering delays are subject to all cancellation and return fees.

Customers Are Responsible For All Shipping Charges, Cost, And Fees.

The customer is fully responsible for all charges, cost and fees related to/with returned shipments and address changes. This includes but is not limited to Undeliverable Addresses, Refused Packages, Address Changes, 3rd Attempt Undeliverable Packages, Cancellation Of An Order After It Ships, and The Return Of Packages To Our Facility With / Without Proper Notification, which includes but is not limited to the issuing of a return merchandise authorization number (RMA). Charges, Cost, and Fees may include but are not limited to shipping charges, cost and fees to the customer, shipping charges, cost and fees back to our facility, and shipping charges, cost and fees back to the customer. If a package is returned to us and delivered to the wrong facility, the customer is responsible for the charges, cost and fees related to shipping the package to the proper facility. If the customer refuses to pay for any shipping charges, cost, or fees accrued after the initial shipping of the package we reserve the right to deduct all charges, cost and fees from the customers refund.

Once a package has been delivered back to our facility, we will attempt to contact the customer via the information they have provided us. The customer has 5 business days from the time the package is delivered to our facility to contact us and make arrangements for reshipping of the package. After those 5 business days have elapsed, we reserve the right to ship the package back to the proper facility, if it is not already been delivered there, and issue the customer a refund minus the charges, cost and fees mentioned in this agreement.

The customer agrees not to proceed with any actions that would dispute or recover any charges, cost and fees that we have collected and / or deducted from the customers refund / account. If the customer does pursue any actions that would dispute or recover any charges, cost and fees that we have collected and / or deducted from

the customers refund / account they agree to pay for any charges, cost and fees we may accrue defending such actions.

Address Corrections/Changes After Order Ships = Minimum of \$20.00 + Shipping Fees
Package Intercepts Minimum of \$20.00 + Shipping Fees

Payments by Credit Card: We will accept credit cards payment as cash. In order to reduce credit card fraud, we reserve the right to require identification of card holder. In some cases, we may require a FAX copy of your credit card and Drivers license. We will require FAX copies if your shipping address is other than your verified billing address. We reserve the right to decline any credit card that doesn't meet our internal policies. The buyer agrees not to process any charge backs for any charge that the buyer had authorized. We will credit your credit card for any items returned for refund or any items lost in shipping that comply with the terms of this agreement. If this provision is breached and a charge back is processed in violation of this agreement, we may charge your card for the amount of the charge back, all bank fees, and charge back fees.

Order Cancellation fee: When you place an order with us it is a legal binding contract. **You may not arbitrarily cancel your order with out approval from us and confirmation.** You may request to cancel your order any time before it ships. However, the order is not considered cancelled until we can verify that it has not shipped and you receive our cancellation notification which could take up to two business days. You understand and accept the fact that it may not be possible to cancel an order in time before shipping regardless of how and when you send your order. Please try and understand our shipping process. We have thousands of products online. Some products ship from our main location, some ship from remote locations, some our retail location, and some products ship directly from the factory. When we receive your order, it is sent to the shipping location within minutes and starts the shipping process. Some locations ship thousands of orders per day. The orders are packed, labeled, and stacked on pallets for UPS to pick up twice a day. We start to incur cost at that moment. It normally takes us one business day to answer email, so by then it is usually too late to cancel. Your order may still show in shipping department long after it ships. Most of our tracking information is updated at night for the days orders. Once your order is in the shipping department, it may not be possible to cancel the order. All we can do is try. **The following cancellation fees will apply. Orders placed directly on our web site will be charged 5% or \$5.00, which ever is greater. Orders placed on auction sites will be charged 10% or \$10.00, which ever is greater. If you refuse delivery of any package, you will be charge shipping both ways, restocking fees and other administration fees we incur. Once a package is shipped, the order can not be canceled. You must contact us for return instruction.**

We Reserve The Right To Cancel Any Order At Any Time For Any Reason.

Exchange/Defective Products/Refund Policy

For a more prompt exchange/refund, Please keep your invoice!

If it is necessary to return merchandise for an exchange/refund, all merchandise must meet the following conditions:

- Returned in original packaging.
- **Returned within (15) days. This can be extended for special circumstances.**
- Returned to us in re-sellable condition.
- Copy of invoice enclosed with merchandise.
- You must contact us for a RMA number and write the number on the package.
- You must return the goods to the warehouse(s) specified in the RMA, and it is the customer's responsibility to verify the correct return address before sending goods back.

Any good shipped to the incorrect location will incur additional shipping charges. We are not responsible for any goods returned to the wrong address.

- Enclose a brief letter of explanation.
- Merchandise returned for refund may be subject to a 15% restock fee if it is in as described condition.
- Defective items will be replaced if possible. If a defective item is returned for refund, no restocking fees apply.
- There is a minimum restocking fee of \$5.00.
- Shipping charges are not refundable, unless it is due to our mistake.
- If you return an item for a refund that had free shipping, a normal shipping charge will be deducted from the refund.
- All returns must be prepaid.
- **No COD's accepted.**
- **Returns and Exchanges NOT Allowed On AMMUNITION. ALL SALES FINAL ON AMMUNITION.**
- If the merchandise you wish to receive is out of stock, a refund/credit will be issued promptly. All returns for refund paid by credit card will receive a credit to the credit card.
- Any questions concerning an exchange/refund should be directed to our customer service department at 419-277-0377. If the merchandise you receive is defective, call our customer service department for instructions.
- For a prompt exchange/refund, return all merchandise to the location specified in the RMA acknowledgement.

Warranty/Defective

Items/Missing

Parts

All defective and/or warranty products should be handled through the manufacturer.

Claims for missing items or items damaged in transit must be received / reported to us within three business days of receipt of merchandise.

- We are not a repair facility and can not accept items for repair or warranty work.
- All warranties are through the manufacturer of the product.
- If the product is missing parts and/or is defective, the customer should first contact the manufacturer for parts and/or repairs. This is what we would end up doing if you returned it to us, then we would have to send everything back to you, taking up lots of time as we play the middleman. If after contacting the manufacturer you cannot get assistance, you can call us for help at 419-277-0377.

Litigation: Any legal controversy or legal claim arising out of or relating to this Agreement, our services or products shall be resolved in the jurisdiction of Henry County, Ohio. By making a purchase with Liberty's Guardian, buyer agrees to submit to the jurisdiction of Henry County, Ohio, and specifically waives any defense of lack of personal jurisdiction. Liberty's Guardian further sets the sum of \$1,500.00 as liquidated damages for breach of this agreement above a reasonable attorney's fee. Access to LG Outdoors through the Internet shall not be construed as Liberty's Guardian's purposeful availment of the privileges or benefits of doing business in any state or legal jurisdiction other than the State of Ohio. This Agreement shall be governed by and construed in accordance with

the laws of the State of Ohio, without regard to its conflicts or choice of laws principles. In any legal action arising out of or relating to this Agreement, our services or products, the Henry County Court, State of Ohio, shall have sole and exclusive jurisdiction and venue, over such action, or if that court lacks subject matter jurisdiction, the United States District Court for the Northern District of Ohio, shall have sole and exclusive jurisdiction and venue over such action.

General: This Agreement shall be governed in all respects by the laws of the State of Ohio as such laws are applied to agreements entered into and to be performed entirely within Ohio between Ohio residents. We do not guarantee continuous, uninterrupted, or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or not enforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Liberty's Guardian LLC, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope, or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches by others.