

USE OF THESHOOTINGSIGHT RPS TRIGGER OR HAMMER CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS. ANY ADDITIONAL, INCONSISTENT, OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER DOCUMENTS SUBMITTED BY BUYER TO SHOOTINGSIGHT LLC AT ANY TIME, WHETHER BEFORE OR AFTER THE DATE HEREOF, ARE HEREBY EXPRESSLY REJECTED.

**WARRANTY.** SHOOTINGSIGHT LLC warrants that its Trigger and Hammer shall be free from defects in material or workmanship for a period of one (1) year from the date of sale. ShootingSight LLC's obligation under this warranty is limited to the repair or replacement of any parts which are (i) determined by ShootingSight LLC to be defective and (ii) are returned within said one (1) year period to ShootingSight LLC at 607 Redna Terr, Suite 600, Cincinnati, OH 45215, or such other place as ShootingSight LLC may designate in writing, with all transportation charges prepaid by BUYER. ShootingSight LLC's repair / replacement costs are limited only to repair or replacement (at ShootingSight's option). This warranty also is conditioned, if requested, upon BUYER furnishing satisfactory evidence that the parts alleged to be defective had been properly installed, maintained and correctly operated under normal conditions and within the operating limits for which the parts are offered and sold. This warranty shall not apply to any parts that have been subjected to misuse, abuse, neglect, improper installation, modification, handling, or maintenance. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, SHOOTINGSIGHT LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE, WITH RESPECT TO THE SHOOTINGSIGHT TRIGGER OR HAMMER OR ANY PRODUCT OR LABOR FURNISHED IN CONNECTION WITH THE SALE, DELIVERY OR SERVICING OF THE SHOOTINGSIGHT TRIGGER, OR HAMMER, OR ANY OTHER PRODUCT.

**LIMIT OF SHOOTING SIGHT'S LIABILITY.** IN NO EVENT SHALL SHOOTING SIGHT LLC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR DEATH, INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES, OR LOSS OF USE OF ANY PRODUCT. BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SHOOTINGSIGHT LLC, AND ITS DISTRIBUTORS OR SALES REPRESENTATIVES, SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS PROVIDED HEREIN. SHOOTINGSIGHT LLC'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH BUYER'S ORDER, SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE ORDER. The sole purpose of the stipulated exclusive remedy provided for herein shall be to provide BUYER with repair or replacement of defective products in the manner provided for herein. Such remedy shall not be deemed to have failed of its essential purpose so long as SHOOTINGSIGHT LLC is willing and able to repair or replace defective Products in the prescribed manner.

**INDEMNIFICATION.** BUYER agrees to indemnify, defend and hold ShootingSight LLC harmless from and against all judgments, decrees and costs (including attorneys' fees) resulting from BUYER's use and/or resale of the goods delivered hereunder.

**ANY LEGAL ACTION OR PROCEEDING ARISING FROM OR IN CONNECTION WITH THIS PROPOSAL SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF OHIO OR IN THE U.S. DISTRICT COURT, SOUTHERN DISTRICT OF OHIO.** BUYER hereby irrevocably consents to service of process out of said State of Ohio or U.S. Courts in any such action or proceeding by mailing copies thereof by U.S. mail to BUYER or any other method of service permitted by such courts.

**EXPORT CONTROL LAW.** BUYER shall not sell, consign, give, lease or otherwise transfer the trigger or hammer, or any interest therein, nor in any manner disclose or make the trigger available to any person or entity outside the United States of America or in violation of (i) the Export Administration Act, 50 U.S.C. App. §§ 2401-2420, as amended. (ii) the export control regulations of the Bureau of Export Administration of the U.S. Department of Commerce, 15 C.F.R. Parts 768-799 or (iii) in violation of the export control regulations of the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-580. Buyer expressly agrees not to violate any U.S. law and to comply with all National Fire Arms Act provisions and BATF regulations when installing or using the trigger or hammer.

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