

Midwest Tactical
Terms and Conditions of
Sale and Transfer of Firearms

1. LEGALLY BINDING AGREEMENT– These terms and conditions of sale, upon acknowledgement by Customer, constitute a legally binding Agreement between Customer and Midwest Tactical, Inc. (“Midwest”), a Federal Firearms Licensee (“FFL”) and Special Occupational Taxpayer (“SOT”) engaged in the business of dealing in National Firearms Act of 1934 (“NFA”) controlled firearms, having its licensed business at:

Midwest Tactical, Inc.

P.O. Box

Alba, Missouri 64830

(417) 850-1649

2. TERMS OF SALE–

A. Orders: All orders, whether solicited or unsolicited, are subject to Midwest’s acceptance, in whole or in part, and upon receipt of the same by Midwest at its office in Missouri, and to its ability to fill any orders so accepted, including firearms that are being brokered for a third party. Midwest will not be liable to Customer for a failure or refusal to accept any order, or for a failure to fill any accepted order. Midwest’s acceptance of an order is evidenced only by delivery of the order and only to the extent of the delivery. Midwest is not required to back order and later deliver any order, whether partially accepted or not, unless otherwise agreed to in writing between the parties. The terms of this paragraph shall apply in all sales of firearms, except where the terms and conditions in this paragraph are governed by terms and conditions of availability and delivery for our GunBroker.com® auctions as stated in Section II5b of the GunBroker.com® User Agreement governing “Seller Undertakings.”

B. Customers: The term “Customer” means any U.S. person, as defined under the International Traffic in Arms Regulations (“ITAR”), whether the person or entity purchasing the firearm is licensed under the Gun Control Act of 1968 or not. All terms and conditions herein also apply to Federal Firearms Licensees as the actual purchaser, although certain federal and state firearms law prohibitions, and procedures and taxes will vary from sales to non-licensees. Midwest does not sell or engage in transactions with non-U.S. persons, and fully complies with all U.S. laws and regulations governing export controls, sanctions and embargoes. You, as the Customer, agree that: (i) you are not a national of or located in any country embargoed by the United States; and (ii) you are not on the Excluded Parties List System, the Specially Designated Nationals List, or the Denied Persons List, and you are not listed on any other lists maintained by the United States Government, which prohibits or restricts participating in commercial or other transactions, and you are not engaging in this transaction on behalf of a party who is on any such lists. You further agree and certify that you are not prohibited under federal, state or local law from receiving, possessing or transporting “firearms” or “ammunition” as defined in the Gun Control Act of 1968.

C. Inspection: Our return/refund policy is designed to ensure confidence in doing business with us, to ensure fairness to both parties to the transaction and to ensure your firearm will be as described. Our goal is that you are happy with the product you purchase. We guarantee that all firearms we sell are as described, except that we do not warrant certain legal matters, which are disclosed below in these terms and conditions. **READ THESE EXCEPTIONS CAREFULLY.** Once your dealer receives the firearm, you will have three business days to inspect your gun and request a refund if you determine it is not in the physical condition or configuration as advertised. This three-day inspection period begins the business day after your FFL receives the firearm, including our sales to other FFLs. We will not issue a refund for items that are Post-86 Sample machine guns. We will however, cover any necessary repairs required on post-sample items. A buyer may request a refund on a firearm by email or phone and 100% of the purchase price will be refunded. The buyer will be given a refund if the firearm is not as physically described or has a significant mechanical defect of some type.

D. The NFA Transfer Process: Refunds will not be given due to poor performance by ATF in timely processing transfers for NFA firearms. Buyers of NFA firearms should be aware that ATF approval is out of Midwest’s control and that no NFA firearms can be shipped until ATF approves the transfer of the item. **WE WILL NOT SHIP ANY FIREARMS UNTIL APPROVAL TO DO SO IS GIVEN BY ATF.** Therefore, we will under no circumstances refund the purchase price on a sale that is waiting on ATF transfer approval.

If a refund is authorized, your dealer will need to initiate a transfer of the item back to Midwest. At the time of approval of the transfer back to us, repayment of the entire purchase price of the gun will be promptly given. The above refund policy also applies to items sold by Midwest while acting in the capacity of "Broker."

We sometimes have guns for sale that are consignments. These guns are not in our possession and have not been purchased by us. In these types of transactions, we operate in the capacity of a "broker." The above terms apply to our consignment guns as well. Many consignment guns will be required to transfer on a transfer tax paid ATF Form 4. Prices quoted on consignment guns include any applicable transfer taxes.

E. Billing and Shipping Terms: All purchases shall be paid by either cash, a money order, a cashier's or certified check. THE FULL PURCHASE PRICE MUST BE RECEIVED WITHIN 7 CALENDAR DAYS OF ORDER PLACEMENT OR AN AUCTION WIN, UNLESS OTHERWISE ARRANGED IN ADVANCE. FAILURE OF CUSTOMER TO PROVIDE PURCHASE FUNDS WILL SUBJECT THE ORDER TO IMMEDIATE CANCELATION AT THE SOLE AND ABSOLUTE DISCRETION OF MIDWEST. The purchase price of any NFA firearm must be paid in full BEFORE the ATF NFA application for transfer of the firearm will be submitted to ATF. Sales tax of 5.2% will be required for Missouri buyers. Customer agrees to pay the shipping price stated herein. Midwest can not combine shipping rates for multiple NFA items purchased as we can not guarantee the items will be approved by ATF at the same time. Items will be shipped via FedEx Ground. All shipments will include insurance.

F. Returns: ALL SALES ARE FINAL EXCEPT WHERE NOTED HEREIN. Customer must obtain a return authorization number from Midwest prior to any return. Any merchandise that is returned without a return authorization number may be refused by Midwest. Returns are subject to a minimum 10% restocking fee, except where we have authorized a 100% refund. All returned merchandise must be properly packed, insured for its full value, and shipped (prepaid) to Midwest.

G. Returns for Subsequently Prohibited Firearms: In the event that a NFA firearm sold and transferred by Midwest is subsequently prohibited from ownership by a state or local government, or by the federal government, the transferee thereof shall have no right of return of the said firearm to Midwest. Midwest, in its absolute and sole discretion will consider repurchase agreements under such circumstances at wholesale market value, but is under no obligation to do so.

H. Limitation of Liability: EXCEPT AS TO CERTAIN RIGHTS GRANTED IN OUR INSPECTION PERIOD, ALL FIREARMS ARE SOLD "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR GUARANTEES OR FITNESS OR MERCHANTABILITY WARRANTED OF THE MERCHANDISE FOR USE. MIDWEST IS NOT RESPONSIBLE FOR ANY OMISSIONS OR ERRORS IN THE DESCRIPTION OF ITEMS BEING OFFERED FOR SALE. PHOTOS ARE MERELY REPRESENTATIVE OF THE ITEMS AND MAY NOT BE RELIED UPON FOR DISCLOSURE OF ALL DEFECTS. ALL SALES ARE FINAL. MIDWEST SHALL NOT, IN ANY CASE, BE LIABLE FOR GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

3. FIREARMS SUBJECT TO THESE TERMS-

All firearms identified on a Midwest sales order are subject to these terms. These include specific firearms or devices ("Firearms" or "Devices") that are held by Midwest in its FFL business inventory, or by brokering arrangement, and where applicable, the registration of the firearm or devices shall remain vested in Midwest or actual registrant, until dispositions of the same are approved pursuant to Part 479 of Title 27, Code of Federal Regulations (the federal NFA regulations).

4. COMPLIANCE WITH THE LAW-

FOR ANY FIREARM OR DEVICE IDENTIFIED ON A SALES ORDER, MIDWEST HAS THE RIGHT BASED UPON REASONABLE BELIEF, INCLUDING BASED UPON ADVICE OF COUNSEL, TO REFUSE TO DISPOSE OF OR TRANSFER ANY FIREARM SHOULD MIDWEST BELIEVE THAT A VIOLATION OF FEDERAL, STATE OR LOCAL LAW WOULD RESULT FROM THE TRANSFER. IN THIS CASE, CUSTOMER WILL RECEIVE A REFUND OF PURCHASE PRICE WITHIN 30 DAYS OF CANCELATION, LESS A 10% RESTOCKING FEE. Customer hereby releases and forever discharges Midwest from any and all claims of any kind under any legal theory of recovery for loss of possession, loss of use or any other claims by Customer and his successors, assigns, heirs, agents or others acting on behalf of the Customer, should Midwest invoke this provision.

5. NFA TRANSFERS-

a. NFA firearms will be shipped to other FFL/SOT's for retransfer to Customer. Customer must provide the full information of another NFA dealer willing to accept the firearm being ordered under the terms and conditions herein. FAILURE OF CUSTOMER TO PROVIDE VALID TRANSFEREE INFORMATION WITHIN 30 DAYS OF RECEIPT OF PURCHASE FUNDS BY MIDWEST WILL SUBJECT THE ORDER TO IMMEDIATE CANCELATION AT THE SOLE AND ABSOLUTE DISCRETION OF MIDWEST. CUSTOMER WILL RECEIVE A REFUND OF PURCHASE PRICE WITHIN 30 DAYS OF CANCELATION, LESS A 10% RESTOCKING FEE.

b. It is the sole and complete responsibility of Customer to comply with all federal registration and transfer requirements, as well as any laws in their State of residence regarding the possession and registration of NFA firearms. Midwest will not be liable under any circumstances for failure of Customer to comply with, or qualify under law for the receipt and possession of an NFA firearm. Midwest will not under any circumstances accept a return from a Customer's dealer for failure to comply with or qualify under the applicable firearms laws for possession and transfer of NFA firearms. Midwest, in its absolute and sole discretion will consider repurchase agreements under such circumstances at wholesale market value, but is under no obligation to do so.

6. GOVERNMENTAL ACTION- CUSTOMER HEREBY ASSUMES THE FULL RISK AND LIABILITY FOR ANY SUBSEQUENT GOVERNMENTAL ACTION AFTER A TRANSFER IS COMPLETED. Customer further understands and agrees that the United States Government has in the past, and is legally entitled in the future, to make interpretative decisions or rulings under the federal firearms laws of the United States, including but not limited to, the National Firearms Act of 1934 and the Gun Control Act of 1968. Some of these decisions may affect not only conventional firearms (such as a rifle, pistol, shotgun or revolver), but also the legal classification of a silencer, machine gun, short barrel rifle, short barrel shotgun, destructive device and/or any other weapon ("AOW"), and the eligibility of the end user to receive or possess such a firearm.

Regarding the legal status of any machine gun, if applicable, Midwest will rely solely on the previous ATF determination as evidenced on the last registration and transfer approval that the machine gun is classified by ATF as eligible for transfer to a U.S. person eligible to own such a firearm under all relevant local, state and federal laws. Machine guns currently have three legal status classifications: fully transferable, Pre-86 dealer sample, and Post-86 dealer sample. The rules governing the receipt, possession and transportation of a machine gun in any one of these categories is governed by Parts 478 and 479 of Title 27, Code of Federal Regulations, and the applicable ATF rulings on machine guns, including certain specific machine gun models, as well as state and local law. Non-FFL/SOT's are generally only eligible to receive and possess "fully transferable" machine guns.

Should ATF change the classification of a machine gun pursuant to 18 U.S.C. §922(o) or any other legal authority in the future for any reason, or change the classification of any other conventional firearm or NFA weapon type sold by Midwest based on any other legal theory or factual issue, Customer hereby releases and forever discharges Midwest from any and all claims of any kind under any legal theory of recovery for damages, seizure, loss of possession, loss of use or any other claims by himself and his successors, assigns, heirs, agents or others acting on behalf of the Customer. Further, for any buyer or transferee of this firearm from Customer, Customer agrees to indemnify, defend and hold Midwest harmless, from any and all claims of any kind under any legal theory of recovery for damages, seizure, loss of possession, loss of use or any other claims by the transferee and his successors.

7. ASSIGNMENT—

Neither this Agreement nor any other interest arising from the execution of this Agreement may be assigned, delegated, pledged, transferred or hypothecated by Customer without the prior written consent of Midwest. This Agreement constitutes the entire agreement between Customer and Midwest pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing, and signed by both Customer and Midwest. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding, unless the waiver is in writing and signed by the party making the waiver.

8. GENERAL TERMS—

This Agreement shall be governed by and interpreted under the laws of the State of Missouri. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

9. DISPUTES—

a. In the event of any litigation between the parties to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any other recovery and costs, reasonable attorney fees incurred in such litigation, in the arbitration, trial and in all appellate courts.

b. This Agreement, and any written consents or modifications arising under this agreement, and all disputes between the parties under or related to this Agreement, or the facts and circumstances leading to its or their execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to Missouri's conflicts of laws principles.

c. Customer hereto: (i) irrevocably consents to submit to the exclusive venue and jurisdiction of the Federal and State Courts located in the State of Missouri, in the event any dispute arises out of or relates to this Agreement, the enforcement of any arbitration awards, or any transaction contemplated hereby or thereby; (ii) agrees that all claims in respect of such action may be heard and determined in any such court; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; and (iv) agrees that it will not bring any action relating to this Agreement, any collateral agreements or any transaction contemplated hereby or thereby in any court other than any Federal or State Court located in the State of Missouri. Customer hereto waives any and all defenses to the maintenance of any action or proceeding so brought by Midwest, including but not limited to, the defense of inconvenient forum. Each of the Parties further agrees to waive any bond, surety or other security that might be required of any other Party with respect to any action or proceeding, including an appeal thereof.

d. CUSTOMER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO, IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

I hereby acknowledge and agree to the Terms and Conditions of Sale.

Customer

Dated