

Freedom Forge Armory LLC

Variance Marking Terms & Conditions

1. Warranty:

Freedom Forge Armory LLC warrants that it will perform the manufacturing operations in a good, professional, and workmanlike manner, and will notify the Buyer of any delay or defect in the manufacture and supply of the Products. Freedom Forge Armory LLC warrants that the Products will be manufactured and supplied in accordance with accepted industry standards and practices, the approved ATF Form 3311.4, and in compliance with all BATFE regulations.

2. Warranty Disclaimer:

Freedom Forge Armory LLC disclaims all implied warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Buyer acknowledges that they have not relied on any representations or warranties, express or implied, except as specifically stated in these Terms and Conditions. Freedom Forge Armory LLC will not be held liable for damages to Products caused by the shipping company while in transit. The Buyer acknowledges that the risk of loss or damage to the Products passes to the Buyer upon delivery of the Products to the shipping company. Freedom Forge Armory LLC may, at its discretion, assist the Buyer in filing a claim with the shipping company for damages or losses incurred during transit, but this assistance does not imply any liability on the part of Freedom Forge Armory LLC.

3. Inspection:

The Buyer must inspect the Products upon receipt and notify Freedom Forge Armory LLC in writing within 5 days of any substantive defects. Failure to notify within the specified timeframe will result in the waiver of any claims related to defects. A substantive defect is defined as a defect that renders the Product unusable or significantly impairs its functionality. Substantive defects include out-of-specification dimensions or tolerances, defects in the coating or finish that affect performance or durability, errors in the BATFE required markings. Cosmetic blemishes related to customer supplied graphics and markings shall not be considered a defect, as Freedom Forge Armory LLC has no control of the quality or format of the graphics supplied. Freedom Forge Armory LLC reserves the right to remedy any defects in the manner of its choosing, including but not limited to repair or replacement.

4. Governing Law and Jurisdiction:

These Terms and Conditions shall be governed by and construed in accordance with the laws of Virginia. Any disputes arising from these Terms and Conditions shall be resolved through the Dispute Resolution Process in Hanover County Virginia. The customer agrees to pay Freedom Forge Armory LLC's attorney's fees and costs if Freedom Forge Armory LLC prevails in the dispute, whether through judgment, settlement, or dismissal.

Dispute Resolution Process:

1. **Notification:** The User must notify Freedom Forge Armory LLC in writing of any dispute or claim arising from these Terms and Conditions, detailing the nature of the dispute and any relevant facts or circumstances.
2. **Informal Resolution:** The parties will attempt to resolve the dispute informally through negotiations and discussions.
3. **Mediation:** If the dispute cannot be resolved informally, the parties agree to participate in mediation, conducted by a neutral third-party mediator in Hanover County, Virginia.
4. **Binding Arbitration:** If mediation is unsuccessful, the dispute shall be resolved through binding arbitration, conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, in Hanover, Virginia.
5. **Final and Binding:** The arbitration award shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

5. Entire Agreement:

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, whether written or oral. The Buyer acknowledges that they have not relied on any representations or warranties, express or implied, except as specifically stated in these Terms and Conditions.

6. Amendments:

Freedom Forge Armory LLC reserves the right to modify or update these Terms and Conditions at any time, without notice. The Buyer's continued use of Freedom Forge Armory LLC's services after any changes to these Terms and Conditions shall constitute their acceptance of those changes.

7. Payment:

Full payment is due at the time the order is placed. Payment may be in the form of a Business Credit or Debit Card or Certified Funds. Personal checks are not accepted as payment for Variance Marking Products.

8. Partial Orders and Shipments:

Freedom Forge Armory LLC does not ship partial orders. The full order will be shipped upon completion.

9. Variance Manufacturing Returns, Refunds, and Order Cancellations:

Receivers and Silencers manufactured on a marking variance application are not eligible for return or refund. Substantive defects that renders the Product unusable or significantly impairs its functionality may be remedied in a manner of our choosing. A refund may be granted for products that have not been manufactured, minus the cost of the raw materials. The Buyer agrees to notify Freedom Forge Armory LLC in writing at least 30 days prior to initiating any cancellation, chargeback, or dispute with their payment provider. The Buyer acknowledges that failure to provide such notice may result in the cancellation or chargeback being denied or reversed.

10. Acknowledgement

By using Freedom Forge Armory LLC's services, the Buyer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.