

**STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS**  
**OF**  
**TACTICAL PRODUCT INNOVATIONS**

**1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the organization or person who buys Goods from the Seller;
- 1.2 "Goods" means the articles to be supplied to the Buyer;
- 1.3 "Seller" means **TACTICAL PRODUCT INNOVATIONS, LLC or TPI, LLC**

**2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

**3 UPDATES TO THIS AGREEMENT**

TPI LLC reserves the right to amend the website and the term of this agreement in its discretion. You are responsible for monitoring the website for changes to this agreement.

**4 PRIVACY & SECURITY POLICY**

Tactical Product Innovations, LLC - TPI has created this privacy statement in order to demonstrate our firm commitment to protecting your privacy. The following discloses our information gathering and dissemination practices for this website. Please check back periodically as this policy may change from time to time.

TPI uses the information we collect about you to, among other things, process your order. When you register at ReconEliteOTF.com, we collect your name, email addresses, mailing address, credit card number, and expiration date in order to process and fulfill your order. We use your email address to send you email notice of special offers. We do not sell, trade, or rent our list of email addresses to any third parties.

Recognizing the global nature of the Internet, you agree to comply with all applicable local laws and rules regarding online conduct and privacy, as well as content. Specifically, but not as a limitation, you agree to comply with all applicable laws regarding transmission of technical and personal data exported from the United States or the country in which you reside.

"Cookies" are pieces of information that are passed to your browser and stored on your computer's hard drive. TPI does not use cookies.

**5 PAYMENTS**

**Accepted form of payment:** Approved Credit/Debit Cards including PayPal.

## **6 SHIPMENTS**

Please note: There are some areas within the United States of America where we simply cannot ship certain restricted items (e.g. automatic knives). These areas include, but are not limited to: portions of Alaska, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Indiana, Kansas, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, New Mexico, New York, Tennessee, Texas, Vermont, Washington, and Wisconsin. Exceptions are made as local laws permit (proper ID may be required at the time of purchase).

All shipments of product, unless otherwise agreed upon, will be made F.O.B. Point of Shipment. Seller selects the method and routing of the shipment. If the purchaser specifies a manner or routing of shipment different from that determined by Seller, we will comply but Buyer agrees to pay the charges for special shipping/packing if it is required for domestic shipment or export shipment. Shipping destinations shall be Buyer's facilities only.

## **7 RETURN POLICY**

An approved RMA must accompany every return. All returns are subject to a 25% restocking charge. Returned product must be in original packaging, complete, unused "New" condition, and purchased in the last 30 days.

Customer has up to 15 days after the original ship date to initiate a return. Items must be received in our warehouse, no later than 30 days from original ship date. Items received after 30 days will not be accepted for credit. Product will be shipped back to customer COD, in the amount of shipping cost plus any COD charges.

Our Support hours are 8:30am to 4:30pm CST. TPI, LLC will issue a Return Merchandise Authorization (RMA) number, which must be displayed plainly and legibly on the returned product package. Product returned without a valid Return Merchandise Authorization (RMA) number clearly displayed on the package will be refused and not accepted.

## **8 TAXES**

Seller's prices do not include any federal, state or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise, GST or similar tax imposed due to the sale of products or services shall be paid by Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to Seller.

## **9 RISK**

Risk in the Goods shall pass to the Buyer at the moment the Goods are dispatched from the Seller's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

## **10 WARRANTY**

There are NO WARRANTIES, express or implied, made by Seller on any product described on this order, except for the Limited Warranty. The Limited Warranty shall be expressly IN LIEU OF any other express or implied warranty, condition, or guarantee on any product or part thereof. By purchasing any product from Seller, Buyer acknowledges, agrees, represents, and warrants that Buyer's sole and exclusive remedy against Seller is limited to the applicable provisions of the Limited Warranty.

## **RECON ELITE COMBAT OTF LIMITED LIFETIME WARRANTY:**

BUYER HEREBY ACKNOWLEDGES THAT NEITHER SELLER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION, OR PROMISE RELATING TO ANY PRODUCT THAT IS THE BASIS OF THIS TRANSACTION OR WHICH CREATE AN EXPRESS WARRANTY. NO SAMPLE OR MODEL OR STATEMENT MADE IN ANY ADVERTISING, PAMPHLETS, BROCHURES OR SIMILAR MATERIALS HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY PRODUCT.

## **MANUFACTURER'S LIMITED LIFETIME WARRANTY:**

Guardian Tactical recommends periodic oiling with thin gun oil. Periodic disassembly may be required for cleaning; lost parts are not covered under warranty. For defects in materials or workmanship, you may contact Guardian Tactical first, or simply return the knife with a written explanation of the problem to be repaired. This does not include damage caused by misuse, neglect, accident or improper blade sharpening. Never use your knife as a punch, chisel, pry bar or screwdriver. Guardian Tactical will sharpen your knife whenever needed, free of charge. For sharpening or repair include your return address in the box with the knife and \$10.00 to cover shipping & handling cost to: 205 South Maple Street, Emporium, PA 15834.

## **11 LIMITATION OF LIABILITY**

The products delivered to you (except as expressly stated by us) is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall TPI LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the products procured, or for any other claim related in any way to your use of the product, including, but not limited to, any loss or damage of any kind incurred as a result of the use of any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **12 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

## 13 GOVERNING LAW AND JURISDICTION

The contract will be governed by and construed according to the laws of the State of Kansas.

### AUTOMATIC KNIFE LAWS

The Switchblade Act, (Pub.L. 85-623, 72 Stat. 562, enacted on August 12, 1958, and codified in 15 U.S.C. § 1241–1245), as may be amended, (the “Act”) prohibits shipment of automatic knives across state lines, with the following exceptions:

- To civilian or Armed Forces supply or procurement officers and employees of the Federal Government ordering, procuring, or purchasing such knives in connection with the activities of the Federal Government; to supply or procurement officers of the National Guard, the Air National guard, or militia of a state, territory or the District of Columbia ordering, procuring, or purchasing such knives in the connection with the activities of such organization; to supply or procurement officers or employees of the municipal government of the District of Columbia or the government of any State or Territory, or any county, city or other political subdivision of a State or Territory.
- To manufacturers of such knives or bona fide dealers therein in connection with any shipment made pursuant of an order from any person designated in paragraphs above

Sections 1242 and 1243 of the Act shall not apply to:

- any common carrier or contract carrier, with respect to any switchblade knife shipped, transported, or delivered for shipment in interstate commerce in the ordinary course of business;
- The manufacture, sale, transportation, distribution, possession, or introduction into interstate commerce, of switchblade knives pursuant to contract with the Armed Forces or the Armed Forces or any member or employee thereof acting in the performance of his duty, the possession, and transportation upon his person, of any switchblade knife with a blade three inches or less in length by any individual who has only one arm; or a knife that contains a spring, detent, or other mechanism designed to create a bias toward closure of the blade and that requires exertion applied to the blade by hand wrist, or arm to overcome the bias toward closure to assist in opening the knife.

TPI LLC will not sell to any individual or group outside the State of Kansas without the above conditions being met. This does not apply to automatic knives manufactured, distributed, purchased or sold within approved areas outside of the states listed in section 6 of this agreement. Proper identification may be required before the order is shipped in cases where restricted items are purchased.

### LEGAL DISCLAIMERS:

TPI LLC offers no legal advice regarding laws applicable to your purchase of products. It is your responsibility as the buyer to ascertain and obey all applicable laws regarding your purchase and use of products.

**14 REVISIONS**

Seller reserves the right to revise or amend any or all items contained herein.

**15 REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of any applicable law, regulation and/or clause which is required by any applicable law or regulation to be inserted in this Terms and Conditions of Sale shall be deemed to be inserted herein, and this Terms and Conditions of Sale shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the written application of Seller or Buyer, this Terms and Conditions of Sale shall forthwith be automatically amended to make such insertion or corrections.