



TERMS AND CONDITIONS

Custom Shop, Inc. (“Custom Shop” or “We”) & Customer (Customer, Consignor, Purchaser, You)

WARRANTY POLICY: All used guns are sold “As-Is” “Where-Is” basis with no warranty of any kind expressed or implied. These guns are sold as antiques or collectors items and are not guaranteed as safe or intended for actual use unless inspected by a competent gun smith.

PURCHASES & PAYMENT: We accept most major credit cards, certified funds, cashiers checks, money orders, or personal checks to Custom Shop, Inc., upon approval. PayPal is accepted for non-firearm purchases. There will be a fee of 3.6% on all firearms purchased with a credit card. Credit card fee’s charged to Custom Shop, Inc., (3.6%) are non-refundable on returns. Merchandise is held until your check clears. Full payment of the purchase price is required before shipping. Prompt notification is required by telephone on any item to be returned. Notification must occur within three day’s of delivery to the FFL holder. All returned items must be returned in the same condition and packaging as they were received. All accepted returns subject to 15% re-stocking fee.

RETURNED CHECK POLICY: If Custom Shop is notified of a returned/rejected Check, a charge will be posted to your account for the full amount of the returned payment, and a \$40.00 Returned Check fee will be charged to your account. Repayment of a returned check typically must be made with secure funds (cashier’s check or money order) you may also make a repayment with a credit card. The credit card processing vendor will assess a 3.6% service charge for processing your payment.

LAYAWAY PROGRAM: We offer a Layaway Option on approved items. Consignment firearms are not eligible for Layaway. The Terms of our Layaway Program are: 1/3rd due as First Payment, 1/3rd due within 30 days of First Payment, and Final 1/3rd due within 60 days of First Payment. If the Layaway option is chosen, please adhere to the time allotted for your Layaway. If the payments are not made on time and/or the balance is not paid by the balance due date, we will put the item(s) back in stock which will result in the forfeiture of your First Payment and any subsequent payments made. Layaways forfeit the 3-Day Inspection. NO REFUNDS are given on Layaway items.

SHIPPING: All items are shipped insured and securely packaged. Shipping is typically \$45.00, but may vary. Insurance is \$12.50 per \$1,000.00 of product value. Extra charges may apply on different items. Please allow 5-7 business days for delivery.

RETURNS: It is the buyer's responsibility to inspect their firearm purchase, following these conditions:

- Do not remove the firearm from receiving FFL before inspection is completed and firearm is accepted. Inspection must be done on the premises of the receiving FFL.
- We provide a 3-Day window, starting at the date of delivery to the receiving FFL, to complete a reasonable inspection and notify us of any issues.
- All firearms taken in as consignments and sold as consignments are sold As Is, with no refund.
- DO NOT DISASSEMBLE THE FIREARM.
- If the firearm is damaged during shipping, please take photos of the shipping box and damages. Email notice of damages to us with attached photos to info@CustomShopInc.com and call us at (406) 375-5126.
- If the firearms is damaged during shipping or not as described in our advertisement, DO NOT complete transfer and notify us at (406) 375-5126. Promptly return the item in it's original packaging to:

CUSTOM SHOP, INC
169 S. 2ND. STREET
HAMILTON, MT 59840

- We do not reimburse return shipping or credit card fees.
- There is a 15% restocking fee on returned items.

CONSIGNMENT PROGRAM: Please contact Custom Shop if you have a gun collection or single firearm that you would like us to sell for you. You can either bring them in or ship them to us so we can put them on Consignment at our gun shop. We can also pick them up anywhere in the continental United States. Please provide us with all your contact details, including a copy of your government issued photo ID. Also include details (i.e., Make, Model, S/N, etc.) of all your firearms. We will gladly send you a spreadsheet to assist in documenting your firearms. Custom Shop will manage and market your firearms for sale. They will be surface cleaned and maintained for very best possible retail presentation. Our professional photographer will photograph your firearms to present them in their best possible light. They will be in our retail store, as well as displayed on at least two international websites. Approximately every 3 months, Custom Shop will re-create your ad postings on Guns International so they are re-positioned back up to the top of the website as if they were brand new, fresh listings. All firearms will also be fully insured by Custom Shop, for the net amount due consignor. All consignment firearms are sold **As Is** and **ALL SALES ARE FINAL**.

CONSIGNMENT TERMS & CONDITIONS: Consignor agrees to place his/her firearms on consignment with Custom Shop to try to sell under the terms of this agreement. Custom Shop agrees to accept said firearms for consignment sale under the terms of this agreement. Consignment Fees are 20%. All consignments will have a \$50.00 per item processing charge; fee due when the item is received. Consignor affirms that the items consigned are his/her property, and are free of any liens or encumbrance. He/she also affirms that the representations are true to the best of their knowledge & belief, and that all known restoration, alteration, refinishing, and defects have been disclosed. Your representations, warranties and indemnity will survive completion of the transactions contemplated by this agreement. Any property accepted by Custom Shop from the Consignee must be in clean and saleable condition. The minimum consignment sale period is 12 months. The consignor and/or the consignee may terminate this agreement at any time by giving the other party 10 days written notice. Any applicable fees and/or charges due to Custom Shop, arising from the terms and conditions of this agreement are unconditionally due at the time of cancellation before items will be released. Firearms placed on consignment that are returned before 1 year, will be subject to a fee of 20% of the advertised price. Custom Shop has the exclusive right to photograph, advertise, and sell the items listed. The Consignor agrees not to advertise or attempt to sell the items while on consignment. Custom Shop will decide with the Consignor on a starting price. It is in everyone's best interest to price the items at fair market value. Within the first 9 months, the initial sale price will be re-evaluated by Custom Shop and the item(s) will be re-marketed as Custom Shop deems appropriate. Custom Shop may reduce the listed price at any time during the first 9 months of initial listing; provided that the price is not less than the minimum price established by the Consignor (and previously provided to Custom Shop). Custom Shop will not go below this minimum price without first receiving Consignor's permission. After 9 months of the initial listing, Custom Shop will contact Consignor to discuss alternative marketing strategies and further price reduction. If an item does not sell within 12 months of listing, Custom Shop will contact Consignor to arrange pickup of unsold firearms. When the item(s) consigned are sold, the Consignor's net amount will be paid within 45 days from the date that the item(s) have been paid for and delivered. Payment will be mailed to the Consignor's address on file. The Consignor must provide Custom Shop with written notification of any change in address. Custom Shop will yield a maximum standard commission of 20% of the selling price.

FIREARMS: All modern firearms purchased will require shipping to a licensed dealer. A signed copy of the FFL will have to be on file before the firearm can be shipped. Custom Shop's policy is to comply with all federal, state and local firearm laws. Any items which are found to be illegal or stolen will be destroyed or turned over to the proper authorities, in Custom Shop's sole discretion, with no payment or compensation to Owner/Consignor in such instances. Any return of firearms to you must be in compliance with all applicable laws at your expense and by your arrangement. It is the customer's responsibility to know the laws in his or her jurisdiction prior to purchasing Custom Shop products. No product offered for sale by Custom Shop will be knowingly shipped or transferred to a person in any jurisdiction where it is unlawful to receive or possess such product. Custom Shop shall have no liability to any customer due to the customer's intentional or unintentional violation of federal, state, or local law. For our customer's safety, all guns must be inspected by a licensed gunsmith prior to loading and

shooting, to properly Re-tighten all screws. All replacement gun stocks must be fitted by a qualified Gunsmith; not all actions are the same size. There is No Guarantee that any of our duplicate stocks will not crack. We strongly recommend that ALL rifle stocks be bedded either by Custom Shop or your Gunsmith. Our replacement gun stocks do not come bedded without consent and agreement of customer. Neither Custom Shop nor any of its affiliates, licensors, partners, managers, shareholders, directors, officers, employees, or other agents shall have any liability to any user or their principals or agents for any damages, whether general, special, direct, indirect, incidental or consequential, including any lost profits or lost savings, whether or not foreseeable and whether based on contract, tort, common law, or any other theory of liability, statute, or regulations. As a customer, purchaser, or end user of our products, you expressly acknowledge and agree that Custom Shop is providing access to this information in reliance on the disclaimers and limitations set forth herein, and you further acknowledge and agree that such limitations are reasonable. In no event shall Custom Shop liability to you exceed the actual price you paid for the product obtained from us. Furthermore, by placing an order with us, you represent that all products purchased will be used in a lawful manner and you are of a legal age, and where applicable, a U.S. citizen or lawful permanent resident of the U.S. and not prohibited to acquire or use such products.

UNSOLD OR UNCLAIMED PROPERTY: If your property remains unsold, unclaimed, or returned to Custom Shop, we will attempt to return it to you at your expense (at Custom Shop's then current shipping rates) upon receipt of payment from you for return shipping and any other amounts you may owe Custom Shop. Note: Modern, post-1898 firearms generally must be returned to you in care of a Federal Firearms Licensee (FFL) in your home state. You are responsible for making all such arrangements, and paying any resulting fees. The FFL will require you to go through the same paperwork & background check to receive return of the firearms as if you were purchasing a new gun. If, in Custom Shop's sole judgment, such shipment is not possible, or you cannot be contacted, or you refuse to pay return shipping or other amounts due under this agreement, Custom Shop may, at its sole discretion, offer such property for sale at absolute wholesale on an as is, where is basis. Custom Shop will send not less than 30 days advance notice of any such sale to your address on the front of the consignment contract. Upon such sale, Custom Shop will apply the proceeds of such sale to amounts owed Custom Shop under this agreement and expenses of such sale, and will send any excess to your address as listed on the front of this form.

RESPONSIBILITY: Custom Shop is not responsible: For the use, or inability to use, any of the products offered, or the suitability of use for any particular task, or any claims stated in our materials regarding how these products function or work. For any damages loss, cost, or damage of any kind arising from the misuse of our products or physical harm caused by our products to anyone or anything. This responsibility is entirely yours, as the Purchaser. For any claims that may arise as a result of, whether whole or in part, improper or careless handling in the use of our products, unauthorized modifications, use of improper ammunition (wrong caliber, defective, hand loaded, or reloaded cartridges), abuse, neglect, corrosion, or other influences beyond our immediate and direct control. In any manner whatsoever for injury, death, or damage to property as a result of the intentional or accidental discharge of any firearm, or from its proper function when the firearm is used for purposes

for which it was not designed. For incidental or consequential damages, such as loss of use of property, loss of earnings, or profits, or any other commercial or residential loss.

INDEMNIFICATION: Custom Shop will not be liable for any error or omission with respect to the cataloging or the description of any item verbal, printed, online or otherwise, and makes no representation or warranty whatsoever with respect to property, its condition, authenticity, value, or otherwise. An asking price or estimate of value is not a representation by Custom Shop that the item will bring that amount at sale. In the event that a Custom Shop product is mistakenly listed at an incorrect price, Custom Shop reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. The customer specifically agrees to indemnify, defend, hold harmless, and save Custom Shop, its officers, directors, employees, agents, licensors and suppliers from any and against all losses, and all liability, claims, demands, damages, and costs arising by virtue of Custom Shop merchandising, selling or delivering the aforementioned merchandise, and/or caused by breach of actual or implied warranties, negligence, or unintentional or negligent misrepresentation, by the customer, or by Custom Shop, its agents or employees, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or your heirs or assignee's. You further agree that any disputes arising from this agreement fall under the jurisdiction of the state of Montana, and will be submitted to binding arbitration through the American Arbitration Association, pursuant to the Association's Rules for Commercial Disputes. Arbitration shall be held in Montana. If any part of this agreement is found to be void or in violation of any law, the remaining parts of the agreement will remain in full force and effect, and the agreement taken as a whole will be construed to indicate the intentions of the parties. This agreement is made between you the Customer and Custom Shop. This agreement may not be amended or modified, unless done so in writing signed by both parties. If you are acting as agent for someone who is not signing this agreement, you and your principal jointly and severally assume the obligations and liabilities hereunder to the same extent as if you were acting as principal. This agreement shall be binding on your heirs, executors, beneficiaries, successors and assigns. You may not assign this agreement without Custom Shop prior written consent.

ADDITIONAL TERMS ONLINE: Additional terms may be posted at www.CustomShopInc.com, and are a binding part of this contract, incorporated herein by reference, if posted prior to the date of this contract.

RETAIL LOCATION: Custom Shop, Inc., 169 S. 2nd Street, Hamilton, MT 59840.

OFFICE HOURS: By appointment only. We accept orders by Phone (406) 375-5126 or by Fax @ (406) 375-5355 or Email at info@CustomShopInc.com

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