

RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY AGREEMENT

IN NO EVENT SHALL CENTURY INTERNATIONAL ARMS, INC/CENTURY ARMS, INC BE LIABLE FOR DAMAGES INCLUDING BUT NOT LIMITED TO: DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INCLUDING DAMAGES FOR INJURY OR DEATH, ARISING OUT OF THE USE, MISUSE, OR INSTALLATION OF USED OR SURPLUS PRODUCTS AND COMPONENTS, AND/OR ARISING OUT OF ANY CLAIMED NEGLIGENCE ON THE PART OF CENTURY.

By purchasing any item from Century International Arms, Inc/Century Arms, Inc. (referred to as Century) whether by mail or in person, the buyer warrants as follows:

Conditions of Purchase:

I confirm that I am of legal age to own the products included in this order and that there are no laws, rules or regulations applicable in the state where I live, including federal law, that prevent me from owning, purchasing and possessing these objects. I understand that I, alone, am responsible for knowing the laws, rules or regulations applicable in the state where I live, including federal law.

Specifically, I am not prohibited from legally purchasing/possessing any of the following:

Ammunition, Blackpowder Firearms, Airguns, Replica Firearms, Airsoft Guns or Blowguns, Knives or Bayonets, Pepper Spray, Brass Knuckles, Stun Guns and High-Capacity Magazines.

I also confirm that I will not ship any products or information outside of the United States in violation of ITAR regulations.

Lead Warning!

I understand that discharging, cleaning, or handling ammunition and/or firearms may cause exposure to lead.

TERMS AND CONDITIONS

Century is not responsible for any typographical errors on its website or advertising materials, or in these terms and conditions.

Prices subject to change without notice.

All orders are subject to inventory availability.

All orders are fully cancelable by Century.

Any order acknowledgement issued by Century is not a guarantee of product availability, delivery dates, or pricing.

Century reserves the right to change order quantities, prices, and delivery schedules.

Vermont & Florida dealers should provide a copy of their state sales tax exemption certificate. Otherwise State Sales Tax must be included with your order (VT. 6%, FL 6.5%)

A signed copy of your FFL is required if ordering firearms. This submission MUST include both an email address and a phone number.

All merchandise subject to prior sale.

All returns subject to 15% restocking fee and must have an authorization number. An authorization number may be obtained by calling our Customer Service Representatives at 800-527-1252.

No items will be accepted for return after 30 days from date of shipment.

We will not reimburse shipping fees on returned products.

Damage claims must save the original box.

Availability of cleaning rods and other accessories are not guaranteed for any firearm we offer for sale, unless specifically listed.

We do not guarantee any matching serial numbers on surplus firearms.

Handguns are sent exclusively by Second Day Air.

CAUTION: Surplus and used firearms listed are not new and must be inspected by a qualified gunsmith before firing. Please read and follow all warnings and instructions provided with any firearm offered for sale herein.

Bolt Warning Notice

Swapping the bolt of any firearm will result in changes in the rifle's headspace. Unless performed by a trained gunsmith with experience setting headspace for the specific firearm, changing a firearm bolt can: result in excessive pressure, cause cartridge case failure, destroy the firearm and/or result in injury or death. Never swap or exchange the bolt or bolt carrier on a firearm unless you have experience resetting the headspace!!

Century will not be responsible for: Defects or malfunctions resulting from careless handling, unauthorized adjustments or modifications made or attempted by anyone other than by Century personnel, or disassembly beyond the Field Stripping instructions in the product's manual; Use of defective or improper ammunition, corrosion, neglect, abuse, ordinary wear and tear, or unreasonable use; or Criminal misuse, negligence, or use under the influence of drugs or alcohol.

5.45 AMMUNITION INFORMATION

We have received many inquiries regarding the performance of various rifles chambered for the 5.45x39mm cartridge. The majority of the questions relate to bullet upset or "key-holing" when the bullets strike a target. While barrel twist rates have a slight effect on performance of the bullet, as we learn more about the 5.45x39mm cartridge, it is generally accepted that the bullet upset phenomenon is an intentional design attribute calculated to avoid over-penetration of a target and maximize energy transfer. This makes sense when you consider:

- The longer the bullet in proportion to its diameter, the more twist to stabilize it.
- A very long nose is good for drag reduction and aerodynamic efficiency, but is harder to stabilize.
- A longer and heavier bullet can be stabilized at the same twist by increasing the velocity.
- A low velocity bullet requires a faster twist to stabilize it.
- A long pointed bullet is harder to stabilize due to potential errors in manufacturing. It needs to be properly balanced, concentric and symmetrical. If the bullet is not perfectly made, problems show up with the center of gravity and other forces.
- The best rate of twist is governed by the bullets length, not its weight. The bullets used in this ammunition are long for caliber and therefore are also heavy for caliber. Sources for more information on this ammunition include: http://en.wikipedia.org/wiki/5.45mm

In light of the ever changing laws, rules and regulations enacted or proposed by federal, state and local governmental entities, Century has implemented sales polices meant to meet or exceed such governmental restrictions. Because of this, situations may arise where Century's sales policies are more stringent than how others may interpret a law or regulation. We want to thank all of our customers for understanding our policies.

WARNING: It is extremely dangerous and a violation of federal and/or state law, to ship or mail any firearms or accessories that contain live ammunition! A firearm that is shipped loaded may discharge causing serious injury or death.

Before returning a firearm or accessory to Century, please make sure that it is completely unloaded. All firearms and magazines shipped to Century must be completely empty of live ammunition. All empty casings must also be removed from chambers and magazines.

Please do not ship live ammunition in any form to Century without prior written approval from Century. If approved, live ammunition must be sent separately from any firearm. Never place ammunition in the box with a firearm return. Shipping of ammunition must be by ground transport and marked ORM-D.

CAUTION: The surplus firearms listed online are not new, therefore, they must be inspected by a qualified gunsmith before firing.

Unless you are a dealer or a retailer purchasing under an appropriate federal firearms license ("FFL"), the following state and local restrictions apply:

CALIFORNIA CUSTOMERS: Handguns must be on the California approved list for sales to FFL licensees. No C&R licenses can purchase handguns. No magazine sales over 10 rds. capacity. Check for other Local & State laws before ordering.

COLORADO CUSTOMERS: No sales of magazines with a capacity over 15 rounds.

CONNECTICUT CUSTOMERS: No sales of magazines with a capacity over 10 rounds.

MASSACHUSETTS CUSTOMERS: No sales of ammunition or High Capacity magazines to anyone. FFL Dealers may purchase handguns that are on the MA approved for sale list. No sales of rifles which accept high capacity magazines. A copy of your FID class A or B license is required for a C&R license holder to purchase a C&R firearm.

MARYLAND CUSTOMERS: We will sell used handguns manufactured prior to 1/1/85 as well as all Curio and Relic handguns to dealers only. No magazine sales exceeding 20 rd. capacity. Check for other Local & State laws before ordering.

NEW JERSEY CUSTOMERS: No C&R handguns to C&R license holders. No magazine Sales over 15 rd. capacity. Check for other Local & State laws before ordering

NEW YORK CUSTOMERS: We will ship C&R and used handguns to 01 FFL licensees only. A copy of your State Handgun Dealers License must be on file. NY City Dealers must have the appropriate city licenses. No Sales of magazines exceeding 10 round capacity. Check for other Local & State laws before ordering.

WASHINGTON DC CUSTOMERS: No Sales of any products.

CONNECTICUT CUSTOMERS: No C&R pistol sales to C&R licensees. No sales of semi-automatic rifles (excluding SKS types). Check for other Local & State laws before ordering.

WASHINGTON STATE CUSTOMERS: No sales of machine gun parts or parts kits.

HAWAII CUSTOMERS: No magazines over 10 rd. capacity.

CONDITION STANDARDS: (Cleaning rods are not guaranteed with surplus firearms in any condition.)

New or Unissued condition: Not previously sold at retail or issued. In the same working condition as it came from the factory.

Excellent: 80-90% blue remaining, very little if any marring of the wood. Bores clean without pitting. Complete and in working condition.

Very Good: 50-80% of blue remaining, minor dings in wood from handling. Bores clean without pitting. Complete and in working condition.

Good: 25-50% blue remaining, stocks marred (several dings in wood) bores slightly worn and dark, no corrosion that will interfere with proper functioning. Complete and in working condition.

Fair: Very little, if any, blue remaining. Rough bores unless otherwise indicated, wood heavily marred. ~May require adjustment or replacement of parts. Metal can be pitted. Must be inspected by a competent gunsmith prior to shooting. Failure to do so may result in bodily injury or property damage.

Poor: Major and minor replacement parts required and extensive restoration needed, metal can be pitted, principal lettering design obliterated, wood badly scratched or bruised, mechanically inoperative. Product is for sale to be used for parts or display value only.

XI, VI, GI, FI condition items shall be missing minor parts or may have a minor functioning issue.

PI condition items shall be missing or have a defective major component such as a stock, barrel, bolt or receiver.

We accept Visa and Mastercard.

Ammunition Sales Policy

We do not sell ammunition direct to consumers

Magazine Sales Policy

Unless you are a dealer or a retailer purchasing under an appropriate federal firearms license ("FFL"), the following state and local restrictions apply:

No magazine over 10 round capacity available for sale in CT; CA; DC; HI; MA; MD NY; Cook County, (Chicago) IL.

No magazine over 15 round capacity available for sale in CO; NJ; Aurora, IL and Cicero, IL.

No magazine over 16 round capacity available for sale in Franklin Park, IL.

No magazine over 20 round capacity available for sale in MD.

No magazine over 30 round capacity available for sale in OH.

No magazine over 35 round capacity available for sale in Riverdale, IL.

Warranty Disclaimer

TO THE FULLEST EXTENT ALLOWABLE BY LAW, CENTURY DISCLAIMS ANY AND ALL WARRANTEES FOR USED OR SURPLUS PRODUCTS. THERE IS NO WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USED OR SURPLUS PRODUCTS. USED AND SURPLUS PRODUCTS ARE STRICTLY SOLD "AS IS".

ALL NEW (i.e.: not used or surplus) PRODUCTS ARE SUBJECT TO THE WARRANTIES, IF ANY, PROVIDED DIRECTLY BY THE PRODUCT'S MANUFACTURER. NO ADDITIONAL WARRANTIES FOR NEW PRODUCTS, EXPRESS OR IMPLIED, ARE PROVIDED HEREIN BY CENTURY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

All purchases are subject to Century's warranty and return terms and conditions.

Please see <u>www.centuryarms.com</u> warranty page for additional information.