

## PHALANX SHOOTING SYSTEMS, LLC; TERMS & CONDITIONS

### Limitations of Liability, General Terms and Conditions, Warranty Shipping & Delivery, Returns, Failure to Pass Background Check, Privacy Policy, North Carolina Storage to Protect Minors Act

#### LIMITATIONS OF LIABILITY

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING UNDER OR RELATING TO THIS AGREEMENT OR FROM THE USE OF, OR INABILITY TO USE, THE SERVICE.

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO COMPANY UNDER THIS AGREEMENT.

#### ADDITIONAL

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER ARTICLE 9, OR DAMAGES AVAILABLE FOR BREACHES OF THE OBLIGATIONS SET FORTH IN ARTICLE 7.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, HOWSOEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### § 14-315.1. STORAGE TO PROTECT MINORS ACT

(a) Any person who resides in the same premises as a minor, owns or possesses a firearm, and stores or leaves the firearm (i) in a condition that the firearm can be discharged and (ii) in a manner that the person knew or should have known that an unsupervised minor would be able to gain access to the firearm, is guilty of a Class 1 misdemeanor if a minor gains access to the firearm without the lawful permission of the minor's parents or a person having charge of the minor and the minor: 12/01//2013

- (1) Possesses it in violation of G.S. 14-269.2(b);
- (2) Exhibits it in a public place in a careless, angry, or threatening manner;
- (3) Causes personal injury or death with it not in self defense; or

(4) Uses it in the commission of a crime.

(b) Nothing in this section shall prohibit a person from carrying a firearm on his or her body, or placed in such close proximity that it can be used as easily and quickly as if carried on the body.

(c) This section shall not apply if the minor obtained the firearm as a result of an unlawful entry by any person.

(d) "Minor" as used in this section means a person under 18 years of age who is not emancipated. (1993, c. 558, s. 2; 1994, Ex. Sess., c. 14, s. 11.)

**G.S.14-315.2: "IT IS UNLAWFUL TO STORE OR LEAVE A FIREARM THAT CAN BE DISCHARGED IN A MANNER THAT A REASONABLE PERSON SHOULD KNOW IS ACCESSIBLE TO A MINOR."**

## **Terms and Conditions**

### **Introduction**

Phalanx Shooting Systems is a BATF licensed firearm manufacturer, dealer and gunsmith. These terms and conditions cover direct and internet sales, shipping terms, refunds and warranties of our products and services.

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full.

You must be at least [18] years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least [18] years of age.

### **Payment**

You can pay for your order by cash, check, credit card or PayPal. We currently accept payment from all major credit card companies. Deposit amount or full Payment is taken at the time of your order and authorization must be approved before we can ship your order. Payment is received in US Dollars only.

### **Shipping/Delivery**

It is our goal to acknowledge orders and provide a shipping estimate within 24 hours after the order is placed. However, due to seasonal demand and/or market fluctuation, shipping times may vary. Items will be delivered via the delivery method chosen at the time of purchase. If for some reason an item is not available as estimated, we will contact you directly as soon as

possible to make arrangements for future delivery or provide you the option to receive store credit on the item.

Serialized parts can only be shipped to an FFL.

## **Return Policy**

If you are not entirely satisfied with your purchase, we're here to help. Please read the guidelines below for our return policies and procedures.

## **General Policy**

Special order and custom items are non-returnable except for warranty service. Items from in-stock inventory may be returned in the original condition, including all packaging contents. A 10% restocking fee applies to orders being returned to the original payment method. Original shipping charges are non-refundable and returnee is responsible for return shipping. We do not accept returns on used, blemished (purchased as blem), or custom engraved/laser etched items. Attempted returns on non-refundable items will be sent back at the shipper's expense.

## **Exchanges & Store Credit**

Orders being exchanged or returned to store credit will not be charged a restocking fee. To ensure your exchange is handled properly, please contact us at 1-800-393-0157 or go to the [Contact Us](#) page and fill out the form and someone will contact you.

## **Warranty**

If for any reason you have a warranty issue with one of our items, please contact us at 1-800-393-0157 or go to the [Contact Us](#) page and fill out the form. Be as detailed as you can and it is helpful to include images.

Please describe your situation, include your name and order information. If you have images to send, please send them to [Contact Us](#) and include your contact information and don't forget to include your phone number.

## **Damaged Items**

In regards to claims dealing with damaged in shipment, please go to the [Contact Us](#) page and fill out the form for review within 72 hours upon receiving the shipment. Please include your phone number on the form and include photos if possible.

## **Failed Background Checks**

There will be a 30% restocking fee on all firearms or serialized parts returned because of failed background checks.

## Contact and Return Address

If you have any other questions or concerns, please contact us at: [Contact Us](#)  
Phalanx Shooting Systems, LLC  
PO Box 298  
Olivia, NC 28368-0298  
800-393-0157

## Privacy Policy

This privacy policy sets out how Phalanx Shooting Systems uses and protects any information that you give Phalanx Shooting Systems when you use this website. Phalanx Shooting Systems is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used in accordance with this privacy statement. Phalanx Shooting Systems may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

## What we collect

We may collect the following information:

- name
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

## Primarily what we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping.

We may use the information to improve our products or services..

We may periodically send promotional emails using the email address which you have provided.

We may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.

We may use the information to customize the website according to your interests.

## Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

## **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes,

If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [support@phalanxshootingsystems.com](mailto:support@phalanxshootingsystems.com)

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee may be charged. If you would like a copy of the information held on you please write to Phalanx Shooting Systems, PO Box 298, Olivia, NC 28368-0298..

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.