

Terms of Use & Conditions

Cajun Gun Works, LLC

Effective: December 31, 2016

1. Welcome to the Cajun Gun Works, LLC website (referred to in the Terms of Use and Conditions as “Website”). The following terms and conditions (together with any documents referred to in them) (collectively, the “Terms of Use”) apply to your use of the Website, including any content, functionality and services offered on or through the Website, whether as a guest or a registered user, or through mobile or desktop application versions of the Website. Please read these Terms of Use carefully before using the Website. If you do not want to agree to these Terms of Use or the Privacy Policy, you must exit the Website.
2. To access the Website or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. If you choose, or you are provided with a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify Cajun Gun Works, LLC of any unauthorized use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.
3. The content on the Website is for information purposes only and you agree that your use of and browsing in the Website is at your risk. In no event shall Cajun Gun Works, LLC, its subsidiaries or affiliates and their officers, directors, employees or agents (“Cajun Gun Works, LLC”), be liable to you for any direct, indirect, special, punitive or consequential damages resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein and whether or not Cajun Gun Works, LLC is advised of the possibility of such damages.
4. You agree to defend, indemnify and hold harmless Cajun Gun Works, LLC, against all third party claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable attorney's fees, arising in connection with your use of the Website or resulting from, or alleged to result from, your use of the Website or your violation of these Terms of Use.
5. Cajun Gun Works, LLC has taken reasonable efforts to ensure that the information contained in the Website is accurate; however, all information is provided “as is” without any express or implied warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. In addition, by

using the Website and viewing the content on the site, including but not limited to instructional articles and videos, you understand and agree that all firearms are potentially dangerous if handled improperly and can pose risks and hazards to yourself and others, which may result in property damage, serious injury or death. Any advice, guidance or other information provided on the Website cannot completely anticipate your situation, and shall not create any warranty not expressly made herein, regardless of any omission or inaccuracy of information contained on cajungunworks.com. Also please note that most of our products require you to be at least 18 or 21 years of age and/or hold certain licenses to purchase and if you enter into any online shopping transactions on the Websites, you agree that you are of legal age and have all necessary authority to enter into and bind yourself under any agreements made on the Website.

6. The Website may contain interactive features that allow you to post, submit, publish, display or transmit to other users (hereinafter “post”) content or materials (collectively, “User Contributions”) on or through the Website. Any User Contribution you post to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant Cajun Gun Works, LLC the license granted in this paragraph. You represent and warrant that all of your User Contributions do and will comply with these Terms of Use, and you agree to defend, indemnify and hold harmless Cajun Gun Works, LLC and its licensors from any breach of this representation and warranty. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Cajun Gun Works, LLC, have full responsibility for the legality, reliability, accuracy, and appropriateness of such content. Any content and/or opinions submitted to the Website, and all articles and responses to questions and other content, other than the content provided by Cajun Gun Works, LLC, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of the Company. We are not responsible or liable to any third party for the content or accuracy of any materials posted by you or any other user of the Website. We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right, threatens the personal safety of users of the Website and the public or could create liability for the Company.
- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.
- Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity

of anyone posting any materials on or through the Websites. YOU WAIVE AND HOLD HARMLESS CAJUN GUN WORKS, LLC FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CAJUN GUN WORKS, LLC OR LAW ENFORCEMENT AUTHORITIES. However, we do not undertake to review all material before it is posted on the Websites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.

7. Cajun Gun Works, LLC assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Websites or your downloading of any materials, data, text, images, video, or audio from the Websites.
8. All right, title and interest in the Website and any content contained herein is the exclusive property of Cajun Gun Works, LLC, except as otherwise stated. The trademarks, logos, and service marks displayed on the Website are the trademarks of Cajun Gun Works, LLC. Under no circumstances may you alter, modify, or change these Trademarks. You are prohibited from using the Trademarks for any purpose without the written permission of Cajun Gun Works, LLC or such third party, which may own the Trademarks.
9. The Website may contain links to other websites operated by third parties other than Cajun Gun Works, LLC. Such links are provided for your convenience only. Cajun Gun Works, LLC does not control such websites and is not responsible for their content. The fact that the Website contains links to sites operated by third parties other than Cajun Gun Works, LLC does not mean that Cajun Gun Works, LLC approves of, endorses or recommends those sites, nor does it imply any association with their operators. Your linking to any other off-site pages or other sites is at your own risk. Cajun Gun Works, LLC disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site and disclaims all responsibility for any loss, injury, claim, liability or damage of any kind resulting from any third party websites or content therein directly or indirectly accessed through links in the Website.
10. By accessing the Website, you agree that the laws of the State of Louisiana, without regard to the conflict of laws and principles thereof, will apply to all matters relating to the use of the Website. You also submit to the personal jurisdiction of Louisiana and the venue of the state and federal Courts of Louisiana, and specifically Ouachita Parish.
11. Cajun Gun Works, LLC may at any time revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms of Use to which you are bound. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.
12. The illegality or unenforceability of any provision of these Terms of Use shall not affect the validity and enforceability of any legal and enforceable provisions of these Terms of Use.

Risk of Loss: All items purchased from Cajun Gun Works, LLC are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier. Once the carrier takes possession of the shipment, Cajun Gun Works, LLC liability for the shipment no longer applies.

Product Shipment: In the event your shipment is delivered to an incorrect address, it is the buyer's responsibility to make arrangements with the carrier to retrieve the shipment and/or re-route as needed. In the event your shipment is stolen while in transit, or from your delivery location, the buyer must contact the carrier and file a claim for reimbursement. Cajun Gun Works, LLC will be held harmless and not responsible for stolen shipments.

In the event your shipment is lost or damaged by the carrier, it is the buyer's responsibility to file a claim with the carrier. When using the United States Postal Service (herein referred to as "USPS"), specifically Priority Mail Service, deliveries are "estimated", Priority Mail delivery times are not guaranteed. According to USPS, Priority Mail is not considered lost until 10 days from the date of scanning a package into the USPS system. According to USPS, delivery times during holidays (specifically from November to December) can take longer than delivery times during other months. Cajun Gun Works, LLC does not ship a package requiring a confirmation delivery signature. The buyer can select a confirmation delivery signature for an additional fee at the time of checkout on the website. If you want delivery confirmation when placing an order on the phone, via-email, or when requesting PayPal, the customer must specify this requirement and an additional fee will be charged. If you want a guaranteed delivery time, you must choose the FedEx option at the time of checkout. No default insurance is provided by FedEx; therefore it is the sole responsibility of the buyer to purchase sufficient insurance to cover the entire contents of the shipment including shipping fees. Please note FedEx cannot guarantee on time delivery during certain weather events, and some deliveries may be delayed during peak shipment times, specifically November through December. Cajun Gun Works, LLC will not refund FedEx shipping fees to the buyer if the package is delayed or not delivered on the specified date. It is the sole responsibility of the buyer to recover shipping fees through the carrier.

In the event your shipment is lost, damaged, or stolen, Cajun Gun Works, LLC is not liable for a free/no-charge replacement shipment. You must file a claim with the carrier and reorder, with all content costs, including shipment being borne by the buyer for a replacement order. Please note the default insurance on Priority Mail shipments is "only" \$50.00. Therefore it is the sole responsibility of the buyer to purchase sufficient insurance to adequately cover the entire replacement cost of an order, including shipping fees, in the event of a lost, damaged, or stolen shipment. Cajun Gun Works, LLC website allows the buyer to conveniently purchase additional insurance. Cajun Gun Works, LLC is not liable for any costs associated with replacement shipment costs, including contents and shipping fees; this is the sole responsibility of the carrier.

Placing an order on the Cajun Gun Works, LLC website means you have read these conditions and are aware of the limitations and policies regarding shipments, loss, damage, obtaining a replacement order, and filing claims with the carrier. Placing an order on the Cajun Gun Works, LLC means you understand these Terms & Conditions and agree to fully abide by these Terms & Conditions.

Returns Refunds and Exchanges: When returning parts to Cajun Gun Works, LLC for replacement, warranty (pending inspection), or a refund, it is the buyer's responsibility to pay all return shipping costs. In addition, all returns must be made within 30 days of purchase. Any items returned beyond 30 days are not refundable and will be returned to the buyer. All returned items must be accompanied by a copy of the Cajun Gun Works, LLC RMA and original invoice or website sales receipt. Indicate on this document copy the reason for return, the quantity returned, and if you want a replacement, possibly warranty (pending inspection), or refund. No replacement, warranty, or refunds will be provided without this information clearly indicated. Cajun Gun Works, LLC will not respond to text messages regarding returns. Cajun Gun Works, LLC will not search for e-mails for any returned items, therefore do not indicate on the document "see e-mail(s)". The buyer can e-mail or phone (using our contact information on the Cajun Gun Works, LLC Home Page) if there are questions regarding a return. The return address for parts is on the Cajun Gun Works, LLC website Home Page.

No replacement, refund, or warranty will be provided if the parts have been installed, altered, or modified in any manner. There are no exceptions to this policy. Cajun Gun Works, LLC has the right to terminate a sale or refuse to sell parts to any potential buyer if the buyer intends to miss-use, alter, modify, or install the part(s) in any application the part(s) is not intended for. Cajun Gun Works, LLC shall have the sole discretion to refuse to sell any item to any buyer for any reason at any time.