## **Legal Terms and Conditions**

## Legal – Terms and Conditions

#### PLEASE READ THE TERMS AND CONDITIONS CAREFULLY!

It is important to remember that nothing is "bulletproof".

# Body armor is only bullet resistant, and if a bullet strikes you there is always a risk you will be injured or killed.

• We will only sell body armor to individuals who reside within states where Body Armor is allowed, please know your local and federal laws prior to purchasing.

• Residents of Connecticut are prohibited from buying Body Armor. By making a purchase on our website, <u>www.macgregorarmour.com</u> or by phone, or by any other legal means, you, the buyer, agree that you:

- Are 18 years or older
- Are a Citizen or Lawful Permanent Resident of the United States
- Have no felony convictions
- Are legally allowed to purchase and use the item in your state.
- Agree to these Terms and Conditions
- Are not involved with criminal organizations and are only purchasing for lawful purposes.
- Are not purchasing the item on behalf of someone else in order to avoid complying to these Terms and Conditions.
- You, The Purchaser, assume all risks of use or misuse and agree not to hold MacGregor Tactical, LLC,www.macgregorarmour.com and/or any of its suppliers/manufactures, liable in any way.
- Ensure that your ballistic panels are properly inserted and installed. Though we have 100% confidence in our products, we must always remind the purchaser to NEVER TEST BODY ARMOR ON A PERSON!

 $\Rightarrow$  MacGregor Tactical, LLC, <u>www.macgregorarmour.com</u> and/or their suppliers/manufactures, assume no liability, for your use or misuse of any item sold and/or donated, including without limitation any incidental or consequential liability.

 $\Rightarrow$  All warranties, including the warranties of fitness for a particular purpose and merchantability is hereby excluded.

 $\Rightarrow$  No oral agreement or warranty of any kind shall be binding unless in writing and signed by MacGregor Tactical, LLC. and the buyer.

 $\Rightarrow$  Statements, images, or descriptions are informational only and are not given as a warranty in any way.

 $\Rightarrow$  MacGregor Tactical, LLC, does not cover any consequential damages, and its liability is limited to preparing or replacing defective items. Every item is sold as is with any or all possible faults.

 $\Rightarrow$  The entire risk as to the quality and performance of the product is with the purchaser and operator wearing the product.

 $\Rightarrow$  Protective fragmentation coatings have been tested time and time again by our various suppliers, actually, our suppliers and manufactures do conduct random field samplings on them several times a month.

 $\Rightarrow$  Although we have complete confidence in the armor systems that we, MacGregor Tactical, LLC, sell on our website: we DO NOT GUARENTEE or WARRENTY the results as seen in various testing videos.

 $\Rightarrow$  Different calibers of ammunition, and climate conditions may all impact the performance of our manufacturers/suppliers protective coatings.

 $\Rightarrow$  Again, to be clear, we at MacGregor Tactical, LLC, make NO GAURENTEE or WARRENTY in relation to the ballistic performance of any of the protective coatings we may offer.

Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) - US Export Regulations:

⇒ Level III and IV rifle rated body armor (Rifle Plates) fall under jurisdiction of the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR) and are subject to the export control laws of the US Government. Export or re-transfer of Rifle Plates by any means to any foreign end user or for any other end use, whether in the US or abroad without written approval of the US Department of Commerce or Department of State is prohibited.

 $\Rightarrow$  The sale, transfer, transportation, or shipment outside of the US of any product prohibited or restricted for export without complying with US export control laws and regulations, including proper export licensing, documentation or authorization, is strictly prohibited and may result in civil penalties and/or constitute a federal crime.

 $\Rightarrow$  MacGregor Armour, MacGregor Tactical, LLC will not engage in any transaction that requires the illegal export of any products and will not assist directly or indirectly with the illegal export or re-export of any products.

#### **Steel Shooting Targets:**

 $\Rightarrow$  Steel shooting targets not intended to be used as armor!

⇒ Steel Targets are only intended to be shot at a minimum range of 100 yards. Shooting closer may cause personal injury and rapid fatigue of the target's life.

 $\Rightarrow$  The Purchaser agrees to always maintain a safe shooting distance at all times.

 $\Rightarrow$  Steel targets have no warranty, either expressed or implied. There are many variables that can affect target life.

 $\Rightarrow$  Distance and ammunition are the two biggest contributors to rapid fatigue. Our targets should only be shot at with "ball" ammo traveling a maximum of 3200 feet per second (FPS) from 100 yards.

⇒ By purchasing any of our target products, you, the purchaser, agree to hold harmless, MacGregor Tactical, LLC/ (<u>www.macgregorarmour,com</u>); regarding any personal or property damage sustained while shooting at our products.

 $\Rightarrow$  MacGregor Tactical, LLC, assumes no liability nor will cover any consequential damages, regarding either repairing or replacing any defective goods.

 $\Rightarrow$  Steel targets are sold "AS IS" and "WITH ALL FAULTS". All warranties, including the implied warranties of fitness and merchantability, incidental and/or consequential damages are excluded.

⇒ You, hereafter known and/or referred to as The Purchaser covenant and agree, that neither you, The Purchaser, or your heirs, agents and/or assignees shall EVER bring any action in any court of law regarding ANY issue arising from the Purchase and Sale of product(s) sold by MacGregor Tactical, LLC, /(www.macgregorarmour.com) and/or any of its suppliers and/or manufacturers.

 $\Rightarrow$  If at any time, any and/or all parts of these Terms and Conditions are held to be invalid by a court of competent jurisdiction, it shall not affect the validity of any other part of these Term and Conditions.

 $\Rightarrow$  Headings are for convenience only, and do not limit or affect these Terms.

 $\Rightarrow$  We neither assume, nor authorize any person and/or any authorized representative of MacGregor Tactical, LLC, to assume for us any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties collateral to or affecting this agreement.

 $\Rightarrow$  We hereby give notice that any statement made by us in the sale of the goods, shall not create any warranty that the goods shall be fit for any particular purpose. Statements, images or descriptions are informational only, and not made or given as a warranty of the goods in any way.

 $\Rightarrow$  We specifically disavow any other representation, warranty, or liability related to the condition or use of the goods.

 $\Rightarrow$  We do not cover any consequential damages; any liability is limited to repairing or replacing defective goods is, if any ,strictly the responsibility of the manufacture and/or our suppliers.

#### ⇒ All the products that we offer for sale through our website, and/or any other means, are sold "AS IS" and "WITH ALL FAULTS".

 $\Rightarrow$  Any and ALL RISK with regards to the quality and/or performance of any product offered for sale either through our web site,(www.macgregorarmour.com) or by another means. Is totally and solely the buyer's responsibility. MacGregor Tactical, LLC / MacGregor Armour).its manufacturers and/or suppliers are not an insurer and bear no liability for any use, misuse, or failure to perform as represented.

 $\Rightarrow$  All warranties including any implied warranties of fitness and merchantability and incidental and/or consequential damages are excluded.

⇒ You, as The Purchaser, hereby covenant and agree that you and/or your heirs, agents, assignees shall EVER bring any action in any court of law regarding ANY issue arising out of, either directly and/or indirectly from the Purchase and/or Sale any product(s) sold by MacGregor Tactical, LLC., (www.macgregorarmour.com) and/or any of its manufacturers and/or suppliers.

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 $\Rightarrow$  If any part of these Terms and Conditions are held to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other part of these Terms. Headings are for convenience only, and do not limit or affect these Terms.

#### These terms may be updated at any time for any reason either verbally or in writing!