

TewDefense LLC, Gun Service and Sales, FFL
Agreement of Terms and Release from Liability

I, _____ the Customer, for and in consideration of gunsmithing work and other good and valuable consideration, do hereby enter into this Contract and accept the terms and conditions set forth herein.

Work accepted by TewDefense, including associated firearms, parts, and materials, shall be designated a Project. No completion date can or will be given on any Project. However, upon request, an approximation of the estimated time to completion may be given at the discretion of TewDefense. This estimated time to completion is non-binding and may change at any time due to extenuating factors without any notification to the Customer. TewDefense LLC reserves the right to process and complete Projects in whatever order it sees fit solely based on its own discretion. TewDefense reserves the right to accept or reject any Project.

TewDefense will provide periodic updates on your Project upon request. The Customer may inquire as to the status of the Project by email at any time. The Customer may at any time request the Project be returned prior to completion. TewDefense will access the proper fee for work already performed based on TewDefense's discretion and the rates and terms agreed upon previously by TewDefense and Customer. TewDefense reserves the right to retain possession of the Project until it has been fully compensated for the work, services, and parts it has provided.

All parts needed can be supplied by Customer or ordered through TewDefense. Minimum parts order is \$20, and, without exception, a \$25 restocking fee will be charged for requested ordered parts not received by the Customer. Completed Projects will not ship until all charges are paid. TewDefense will provide an assessment of all parts that are required for the Project to be completed; however, this is subject to change at any time. If TewDefense determines the change in the parts required for completion to be material, then TewDefense will notify the Customer prior to purchasing the parts. If TewDefense determines the change in the parts required for completion to be immaterial, then TewDefense will purchase the parts without Customer approval and add them on to the charge for the Project. Labor prices may be quoted as a total or at an hourly rate as agreed upon by TewDefense and Customer. TewDefense will accept payment via cash, check, money order, or credit card (Visa and MasterCard) with an additional 3% fee.

No insurance is provided by TewDefense for Customer's Project and Customer is responsible for insuring his firearm and Project while in the possession of TewDefense.

Pick up of Projects is by appointment only and must be arranged prior to pick up. All firearms, without exception, are shipped with "Adult signature required". All firearms, without exception, can only be returned to the original owner or an FFL licensee. TewDefense prefers to ship via UPS ground or express, and Customer is responsible for paying the actual shipping charges. TewDefense LLC may charge for packaging.

I, _____ the Customer, acknowledge that I have voluntarily requested of TewDefense activities which may include, and are not limited to, modifications and alterations to a firearm which may affect various safety systems. I am aware that alterations and modifications of firearms may be hazardous. I am voluntarily requesting that these activities take place with full knowledge of the dangers involved which may include death, dismemberment, paralysis, or other injuries. I hereby agree to accept any and all risks and verify this statement by placing my signature on this contract. I release TewDefense from any and all liability for any alterations or modifications that were made at my request. Furthermore, I warrant herein that I am not requesting any alterations or modifications that violate any state or federal law(s).

As consideration for the gunsmithing being performed pursuant to my direction, I hereby agree that I, my assignees, heirs, distributees, guardians and legal representatives, will not make a claim against, sue, or attach the property of TewDefense or any of its affiliated organizations, for injuries or damages resulting from negligence or other acts of TewDefense, or any employee, agent or contractor of TewDefense or any of its affiliated organizations as a result from my request for modification or alteration to a firearm.

I hereby release TewDefense and any of its affiliated organizations from all actions, claims or demands that I, my assignees, heirs, distributees, guardians or legal representatives now have or may hereafter have for injuries or damages resulting from any work performed by TewDefense.

I am informed, realize, and understand that any alterations which I have requested done to my firearm, pursuant to the Project, may release the Manufacturer from any liability for any accident should any occur.

I am informed, recognize, and understand by reading and signing this contract and authorizing the Project, that by requesting that these changes occur, I am also releasing the gunsmith, both individually and in any business form, from any liability should any accident occur because of the work performed by the gunsmith.

I will indemnify TewDefense from all liability for any loss, damage or injury to persons or property arising from or related to the performance of the agreement including, without limitation, all consequential damages whether or not resulting from the negligence of the Customer or Customer's agent.

This Contract is the entire agreement between TewDefense and Customer and supersedes any and all other agreements either oral or written, with respect to the subject of this contract. This Contract contains all of the covenants and agreements between the parties with respect to the gunsmithing work of the Project and each party to this contract acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party, except those covenants and agreements embodied in this contract. No Agreement, statement or promise not contained in this contract shall be binding or valid. All terms of all agreements made between the Customer and TewDefense are fully integrated herein.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of South Carolina. All parties consent to Personal Jurisdiction and venue in any court in the County of Edgefield State of South Carolina. If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms shall remain in full force and effect and shall not be affected.

Unless other arrangements are made, in writing, any Project left in the shop for more than 60 days after written notification of Project completion and request for payment of balance will be considered abandoned and may be sold to cover expenses.

Return policy: All returns are at the discretion of TewDefense.

NO IMPLIED WARRANTY OF MERCHANTABILITY IS GIVEN AND IS EXPRESSLY DENIED.

NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS GIVEN AND IS EXPRESSLY DENIED.

NO IMPLIED WARRANTY OF WORKMANLIKE QUALITY IS GIVEN AND IS EXPRESSLY DENIED.

I HAVE READ THIS DOCUMENT, UNDERSTAND IT FULLY, AND VOLUNTARILY SIGN IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.

Print name: _____

Signature: _____

Date: _____