TERMS AND CONDITIONS OF
ECHELON RIFLES, LLC

1. Applicability and Acceptance

These Terms and Conditions ("Terms") govern all quotations, sales, shipments, services, purchase orders, invoices, and other transactions by Echelon Rifles, LLC ("Seller") relating to the manufacture, sale, fabrication, machining, modification, repair, or servicing of goods and/or services (collectively, the "Goods/Services").

These Terms are incorporated into and form part of every purchase order, quotation, invoice, sales acknowledgment, services agreement, and transaction between Seller and Buyer. By executing a purchase order or other agreement, accepting delivery of Goods/Services, submitting payment, or otherwise proceeding with a transaction involving Seller, Buyer acknowledges that it has reviewed these Terms and agrees to be bound by them.

Seller expressly rejects any additional or conflicting terms proposed by Buyer, whether contained in a purchase order, procurement portal, vendor onboarding materials, correspondence, or otherwise, and such terms shall have no force or effect unless expressly agreed to in a writing signed by Seller.

2. Scope of Goods and Services

Seller may provide manufactured components, contract machining and fabrication services, gunsmithing services, firearm modifications, prototype work, custom manufacturing, repair services, and related products or services. Certain Goods/Services may involve custom specifications, non-standard manufacturing processes, or specialized materials.

Unless otherwise expressly agreed in writing, Seller does not provide engineering or firearm design services and does not assume responsibility for the design, testing, validation, or regulatory compliance of any completed firearm, assembly, or system into which the Goods/Services may be incorporated.

3. Quotations and Orders

All quotations issued by Seller are nonbinding unless otherwise expressly stated and are subject to change based on material costs, supplier pricing, production scheduling, and availability.

No order shall become binding upon Seller until accepted by Seller. Seller reserves the right to reject or cancel any order prior to shipment or performance.

Buyer may not modify, suspend, or cancel any order without Seller's prior written consent. Any approved cancellation may be conditioned upon reimbursement of all costs and expenses incurred by Seller, including labor, materials, production scheduling commitments, and nonrecoverable expenses.

4. Payment Terms

4.1 General Payment Obligations

Unless otherwise agreed in writing, Buyer shall pay all invoices within fifteen (15) days following the invoice date. All invoices shall reference the applicable purchase order or project number, if any, and payment shall be made by ACH transfer, wire transfer, check, or other method approved by Seller.

Any amount not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. Buyer shall reimburse Seller for all reasonable costs incurred in collecting past-due amounts, including attorneys' fees, court costs, and collection expenses.

4.2 Deposits and Production Funding

Seller may require deposits, material funding payments, progress payments, installment payments, or other advance funding arrangements as a condition to commencing procurement, reserving production capacity, initiating manufacturing, or continuing performance under any order.

Seller shall have no obligation to begin or continue work until all required payments are received.

Buyer acknowledges that Seller performs custom manufacturing, machining, fabrication, and firearm-related services involving specialized materials, production scheduling, and non-standard work, and that Seller may incur substantial costs prior to delivery. Accordingly, orders involving custom machining, firearm modifications, prototype work, special-order materials, custom finishes, or non-standard configurations shall be non-cancellable and non-refundable once material procurement or production has commenced.

Buyer shall remain responsible for all work performed, materials purchased, committed production costs, and other nonrecoverable expenses incurred by Seller in connection with such orders.

4.3 Suspension of Performance

If Buyer fails to make timely payment, Seller may suspend production, withhold shipment, delay delivery schedules, reallocate production capacity, terminate affected orders, or pursue any other remedy available at law or in equity.

Any resulting production or delivery delays shall constitute excusable delays and shall not give rise to any claim against Seller.

For installment or milestone-based orders, Seller may condition continued performance on Buyer's timely payment of prior invoices, and failure to timely pay any installment shall constitute a material breach of the applicable agreement.

5. Delivery; Risk of Loss

Any delivery dates provided by Seller are estimates only and are subject to adjustment based on production scheduling, material availability, supply chain conditions, labor availability, and other events beyond Seller's reasonable control.

Unless otherwise agreed in writing, all deliveries shall be FOB Seller's facility, and risk of loss shall pass to Buyer upon delivery to the carrier.

Seller shall not be liable for delays in delivery that do not result from Seller's gross negligence or willful misconduct.

5.1 Customer-Supplied Components; Declared Value; Risk of Loss.

Buyer may provide Seller with firearms, actions, triggers, barrels, stocks, optics, accessories, or other components or property for incorporation into, modification of, or use in connection with the Goods/Services ("Customer-Supplied Components"). At or before delivery of any Customer-Supplied Component to Seller, Buyer shall identify the component and state in writing its reasonable current replacement value (the "Declared Value"). If Buyer does not provide a Declared Value, Seller may assign a reasonable value to the Customer-Supplied Component based upon its condition and commercially available comparable components.

The Declared Value shall constitute the agreed value of the applicable Customer-Supplied Component for purposes of loss, damage, shipment, insurance, and any claim arising from or relating to such Customer-Supplied Component. Buyer acknowledges that the Declared Value may be less than the cost of

obtaining a new, upgraded, custom, discontinued, collectible, or otherwise comparable replacement component, and Seller shall have no obligation to replace a Customer-Supplied Component in kind or to pay any amount in excess of its Declared Value.

Upon completion of the Goods/Services, Seller may establish a final shipment value for the completed firearm or other finished product (the “Final Shipment Value”), which shall include the agreed value of Seller-provided goods and services and the Declared Value of any Customer-Supplied Components incorporated therein. Unless otherwise expressly agreed in writing, any shipping insurance obtained by Seller shall be based upon the Final Shipment Value.

Notwithstanding Seller’s arrangement of shipment, payment of shipping charges, procurement of insurance, or submission or administration of a carrier claim, all shipments are FOB Seller’s facility and risk of loss or damage shall pass to Buyer upon Seller’s delivery of the completed firearm, Goods, or Customer-Supplied Components to the carrier. Seller’s procurement or administration of shipping insurance is solely for Buyer’s benefit and shall not make Seller an insurer or otherwise alter the allocation of risk of loss under these Terms.

In the event of loss or damage after risk of loss has passed to Buyer, Seller shall reasonably cooperate with Buyer in pursuing any available carrier or insurance claim. Any amount recovered from the carrier or insurer attributable to Buyer’s property shall be credited or remitted to Buyer, as applicable. Buyer acknowledges and agrees that Seller shall have no obligation to supplement any carrier or insurance recovery, reimburse Buyer for any uninsured or underinsured amount, or otherwise make Buyer whole for any difference between the amount recovered and the actual cost of repairing or replacing the completed firearm or any Customer-Supplied Component.

6. Inspection and Acceptance

Buyer shall inspect all Goods/Services promptly upon delivery and shall notify Seller in writing of any claimed nonconformance within ten (15) days following delivery. Failure to provide written notice within such period shall constitute Buyer’s irrevocable acceptance of the applicable Goods/Services.

Seller’s sole obligation, and Buyer’s exclusive remedy, with respect to any nonconforming Goods/Services shall be, at Seller’s option, repair, replacement, or issuance of a credit for the nonconforming portion of the applicable order.

Buyer may not revoke acceptance of any Goods/Services after the inspection period has expired.

7. Buyer Specifications and Responsibilities

Buyer shall be solely responsible for all specifications, drawings, designs, tolerances, performance requirements, intended uses, and other technical requirements relating to the Goods/Services provided by Seller.

Buyer further acknowledges that Seller’s Goods/Services may be incorporated into a larger firearm, component assembly, or other system over which Seller exercises no control following delivery.

Accordingly, Buyer shall be solely responsible for the integration, assembly, testing, validation, marketing, sale, distribution, storage, handling, maintenance, and end use of any completed product or system incorporating the Goods/Services.

Buyer shall also be solely responsible for ensuring compliance with all applicable federal, state, and local laws, regulations, and industry standards relating to such products or systems.

8. Firearms and Modification-Specific Provisions

Buyer acknowledges that firearms, firearm components, gunsmithing work, and firearm modifications involve inherent risks, including risks associated with mechanical failure, misuse, improper installation, ammunition selection, maintenance, handling, and end-user operation.

Seller does not control the final assembly, configuration, use, handling, storage, maintenance, testing, marketing, or operation of any firearm or completed system incorporating Seller's Goods/Services.

Unless expressly agreed in a separate written agreement, Seller does not design firearms or firearm systems and assumes no responsibility for system-level performance, safety, reliability, accuracy, regulatory compliance, or suitability for any particular purpose.

Buyer acknowledges that modifications to firearms or firearm components may alter structural integrity, performance characteristics, tolerances, wear characteristics, recoil dynamics, or operational behavior. Buyer assumes all risks associated with such modifications following delivery or completion of services.

9. Regulatory Compliance

Buyer shall be solely responsible for compliance with all applicable laws and regulations relating to the purchase, manufacture, assembly, transfer, export, possession, marketing, sale, and use of any Goods/Services or completed systems incorporating such Goods/Services, including but not limited to:

* Federal firearms laws and ATF regulations;
* State and local firearm laws and regulations;
* Export control laws and regulations, including ITAR and EAR requirements; and
* Any industry standards or certification requirements applicable to Buyer's products or activities.

10. Warranties and Disclaimer

Seller warrants solely that the Goods/Services provided shall substantially conform to mutually agreed specifications and shall be free from defects in materials and workmanship under normal and intended use.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Seller does not warrant: (a) the performance of any completed firearm or system; (b) compatibility with third-party components; (c) accuracy, precision, or performance outcomes; (d) suitability for Buyer's intended application; or (d) compliance of completed products with applicable laws or regulations.

Any modification, alteration, misuse, improper installation, unauthorized repair, or use outside intended specifications shall void any applicable warranty.

11. Limitation of Liability

To the fullest extent permitted by law, Seller shall not be liable for any indirect, incidental, consequential, exemplary, punitive, or special damages arising out of or relating to the Goods/Services, including lost profits, business interruption, loss of use, reputational harm, recall costs, or third-party claims.

Seller shall further have no liability arising from: (a) completed firearms or systems incorporating the Goods/Services; (b) integration of Goods into larger assemblies or systems; (c) modifications performed by parties other than Seller; (d) misuse, improper installation, or unauthorized alterations; (e) ammunition selection or firearm operation; or (f) end-user handling or operation of firearms.

Seller's total cumulative liability arising from any claim relating to the applicable Goods/Services shall not exceed the amount actually paid by Buyer for the specific Goods/Services giving rise to the claim.

12. Indemnification

Buyer shall defend, indemnify, and hold harmless Seller and its officers, members, managers, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, liabilities, damages, losses, fines, penalties, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to: (a) Buyer's use, resale, distribution, or integration of the Goods/Services; (b) completed firearms or systems incorporating the Goods/Services; (c) Buyer-provided specifications, designs, or instructions; (d) modifications, assembly, installation, or alteration of Goods; (e) regulatory violations relating to Buyer's products or activities; (f) personal injury, death, or property damage involving completed firearms or systems; or (g) acts or omissions of Buyer or third parties.

The obligations set forth in this Section shall survive delivery, completion of services, termination of any agreement, and payment in full.

13. Retention of Security Interest

Until Seller receives payment in full for all amounts due, Seller shall retain a purchase money security interest in all Goods sold or supplied to Buyer. Buyer agrees to execute and deliver any documents, financing statements, or other instruments reasonably requested by Seller to perfect or protect such security interest under the Uniform Commercial Code or other applicable law.

14. Tooling and Intellectual Property

Unless otherwise expressly agreed in writing, all tooling, fixtures, manufacturing methods, processes, designs, programs, drawings, intellectual property, and proprietary information used or developed by Seller shall remain the exclusive property of Seller.

No sale of Goods/Services shall be construed as granting Buyer any ownership interest or license rights in Seller's intellectual property except as expressly stated in writing.

15. Force Majeure

Seller shall not be liable for any delay or failure in performance resulting from events beyond Seller's reasonable control, including acts of God, natural disasters, fire, flood, labor shortages, strikes, supply chain disruptions, material shortages, transportation delays, equipment failures, governmental actions, regulatory changes, or other similar events.

Seller's performance shall be excused for the duration of such event, and delivery schedules shall be reasonably extended.

16. Assignment

Buyer may not assign or transfer any rights or obligations arising from any transaction with Seller without Seller's prior written consent.

17. Governing Law and Venue

These Terms and all disputes arising out of or relating to the Goods/Services shall be governed by the laws of the State of Idaho, without regard to conflict of law principles.

Any legal action or proceeding arising from these Terms or any transaction between the parties shall be brought exclusively in the state or federal courts located in Ada County, Idaho, and the parties consent to the jurisdiction of such courts.

18. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Non-Waiver

No waiver by Seller of any breach or default shall constitute a continuing waiver or a waiver of any other breach or default.

20. Entire Agreement

These Terms, together with any applicable purchase order, quotation, services agreement, or written agreement executed by Seller, constitute the entire agreement between the parties relating to the applicable transaction and supersede all prior or contemporaneous discussions, negotiations, representations, or agreements relating thereto.