### **Terms & Conditions**

#### Account/ Account Use

If your use of the Website requires an account identifying you as a user of the Website (an "Account"):

- a) you are solely responsible for your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account, and any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission;
- b) you agree to immediately notify us of any unauthorized use of your Account, any service provided through your Account or any password related to your Account, or any other breach of security with respect to your Account or any service provided through it, and you agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account, and
- c) you agree to provide true, current, accurate and complete customer information and licensing information as requested by us from time to time and you agree to notify us of any changes to this information as required to keep such information held by us current, complete and accurate.

### <u>Payment</u>

When you make a purchase on the Website, you agree to provide a valid instrument to make a payment. Pay attention to the details of the transaction, as your total price may include taxes, fees, and shipping costs, all of which you are responsible. When you provide a payment instrument to us, you confirm that you are permitted to use that payment instrument. When you make a payment, you authorize us (and our designated payment processor) to charge the full amount to the payment instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information.

If you pay by credit or debit card, we may obtain a pre-approval from the issuer of the card for an amount as high as the full price. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you. We may cancel any transaction if we believe the transaction violates these Terms, or if we believe doing so may prevent financial loss. In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

#### Sale of Goods and Services

We may sell goods or services or allow third parties to sell goods or services on the Website. We undertake to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, we do not guarantee the accuracy or reliability of any product information or material and you acknowledge and agree that you purchase such products at your own risk. The content of this website, the pages, products and services within are subject to change without notice.

All firearms, used items/firearms, consignment items/firearms, repairs, gun smithing, machining are "final sale" and sold "as is" the buyer is buying an item in whatever condition it presently exists, and that the buyer is accepting the item "with all faults", whether or not immediately apparent. These items cannot be returned or exchanged.

## Safety and Use

The wearing of proper hand and eye protection are mandatory when using knives and hand tools purchased from/ sold by West Coast Components. We do not assume responsibility for any injuries that may occur in the application of our products. All knives and edged hand tools are razor sharp 'out of the box', it is your personal responsibility to take every precaution when using our products. We recommend you be aware of any local State and Federal laws that govern the ownership and or carry of edged tools, in particular knives and axes. It is your responsibility to act in a manner consistent with ensuring public safety, compliance with legislation in your State governing ownership and usage, safe and proper carry that mitigates lose of property, damage and possession by unauthorized persons.

Follow the states firearm use policies and safety procedures when around or handling any firearm. Always keep the firearm pointed in a safe direction. Firearms should be unloaded when not in use. Do not rely on the firearms "safety". Know what is behind/beyond the target. Alway use proper ammunition for the firearm you are using; make sure to read the instruction manual and the ammunition box in its entirety. Do not use improper reloads or ammunition made of unknown components. Have adequate ventilation at all times when shooting or cleaning your firearms. Wash hands thoroughly after exposure to lead or other chemicals. All shooters/ spectators should always wear proper eye and ear protection. Safely make sure your barrel is clear of any obstructions before use (this can include mud, water/snow, oil, grease, etc,.

#### Pre-Order

When placing a pre-order, you will be required to provide specific information such as: contact details, shipping address and billing information. You warrant that all such information is accurate and you will ensure that such information is kept up to date. West Coast Components shall have no responsibility or liability for inaccurate information or information that later becomes out dated, and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information any time prior to your product being shipped by sending an email to <a href="mailto:westcoastcomponentsau@gmail.com">westcoastcomponentsau@gmail.com</a>.

If we are unable to commence shipping or organize pickup date within one year from order placement, we'll provide a full refund at your request. No discounts, refunds or otherwise be offered due to any such delays.

For controlled items we will keep you up to date and arrange a time of pickup. All pre-orders are paid in advance and are final sale. You are responsible for keeping your shipping and contact information up-to-date. Pre-order delivery dates are subject to distribution delivery delays. Any orders containing pre-order items will not be shipped until the item becomes available. For restock dates please contact us.

Payment will be charged at time of placing the order. Your placing or a pre-order constitutes your express agreement to the pre-order terms and to West Coast Components charging your provided payment method at such time. The purchase price includes import duties, taxes and other government charges. Once your order is placed and payment is received, your order is final, nonrefundable and not subject or cancellation. \*price is subject to change due to: exchange rate, global supply issues etc (if price increases by 5% or more you will be notified and can be provided a full refund or play the updated price).

All pre-order items from Australian suppliers will be placed the following business day. For imported items please contact us for more information about processing times. \*processing times on imported items is subject to change.

# <u>Legal</u>

Before purchasing any item it is the customer's responsibility to contact their relevant authorities to ensure that the possession of this item is legal in their state.

This item is classed as a Controlled Weapon under the 'Weapons Regulations Act 1999' and it is an offence for anyone under 18 to purchase any product classified in the controlled weapons list, Therefore anyone under 18 cannot purchase this item. By purchasing this item you are declaring that you are over 18 years of age.

I,. Grant West Coast Components permission to. for the use of the photographs(s) or electronic media images/video taken by West Coast Components to be used online for promotion of their services and/or on social media out lets. West Coast Components hold the rights to all original media published.

West Coast Components (ABN: 56809285824) will not accept any claim or responsibility in the event of consequential action by any law enforcement agency against organizations or individuals that have purchased this product without prior investigation as to its legality in the relevant state.

These Terms shall be governed and construed in accordance with the laws of Australia without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### Firearms/ Parts

You will be contacted to arrange a pickup date and time for all controlled items. You will require all original copies of relevant paperwork and licensing at time of pickup.

West Coast Components and/or its employees are not liable for any injury or loss of life, or damage to property that may result in conjunction with the use of any product serviced, modified, altered, or in any way obtained from West Coast Components.

Purchaser expressly accepts and voluntarily assumes any and all loss, risks, and responsibilities for purchaser's own safety and the safety of others and forever releases, remises, foregoes, discharges, waives, covenants not to sue, and relinquishes all legal rights, claims and causes of action for any and all bodily injury, death and property damage or losses he/she has or may have against West Coast Components resulting or relating to the purchase, use, operation, installation, repair, modification, alteration, service, maintenance, malfunction, sale of any item or service provided by West Coast Components.

No warranty is expressed or implied for damage or injury as a result of the installation, modification, alteration, addition or use of any product obtained from West Coast Components. It is the sole responsibility of Buyer to ensure that any and all, State or Local laws or ordinances regarding the purchase, possession, or use of any products obtained from West Coast Components are adhered to; determine the suitability of any product for specific use and to manage their firearm in a safe manner.

CAUTION! Improper installation or use of any of the products obtained from West Coast Components may result in damage to property, severe injury, or loss of life. Installation of parts or accessories should only be performed by qualified persons such as a licensed gunsmith or armorer.

Disassembly of firearm, installation or removal of parts or accessories, reassembly of firearms, and testing should be performed in accordance with the firearms manufacturer's instructions. Check for proper fit and function before firing.

Purchaser agrees to indemnify and hold West Coast Components harmless for any liability, damages and injuries arising out of this transaction and VOLUNTARILY ASSUMES ANY AND ALL LOSS, RISKS AND RESPONSIBILITIES FOR PURCHASER'S OWN SAFETY AND THE SAFETY OF OTHERS ARISING OUT OF ANY PRODUCT, SERVICE, PART OR ITEM, PURCHASED, INSTALLED, MODIFIED BY WEST COAST COMPONENTS, OR THE USE THEREOF.

The terms contained herein are contractual and not mere recitals. Purchaser fully agrees to the terms of this Disclaimer by proceeding with this purchase.

If the pickup time exceeds 30 days from the date the invoice is issued, a storage fee of \$20.00 will be charged on a monthly basis until the item is collected.

### **Website**

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