

### **T3 Terms and Conditions of Sale, Use and Warranty for Armor Products.**

By purchasing Armor from Trident Tactical /Technical LLC (T3) you agree to be bound by these terms and conditions (“Terms & Conditions”); no Armor will be sold without agreement to the Terms and conditions, furthermore, you represent, warrant, and confirm the following:

**- You understand that body armor is not bullet proof—IT IS ONLY BULLET RESISTANT, and if a bullet strikes you there is always a risk you will be injured or killed;**

- You are at least 18 years of age and the age of majority in your state, province, or territory of residence at the time of purchase;

- You are not a felon;

- You are not legally barred from purchasing, possessing, or using the item(s) purchased;

- You are legally allowed to possess and use the item(s) in your state and municipality;

- You are not a resident of the state of Connecticut;

- Your purchase does not violate any local, state, or federal laws;

- You will only use the item(s) purchased for lawful purposes;

- You are purchasing the item(s) on your own behalf and not on behalf someone else in order to avoid complying with these Terms and Conditions;

- You assume all risk of use (or misuse) of the item(s) purchased;

- You will be a party to testing body armor by wearing it and being shot with a firearm;

- You agree, for yourself and your heirs, assigns, and agents, to fully and completely release, never bring any action in any court of law against, and to indemnify, defend, and hold harmless T3 for any and all liability stemming from your purchase, possession, or use of the item(s);

- Armor carriers sold by T3 are not made from NON-ballistic material with no protective characteristics independent of the body armor contained within.

- Non-law enforcement residents of Connecticut are prohibited from purchasing body armor.

T3 assumes NO LIABILITY for your use or misuse of any item(s) sold or donated, including without limitation any incidental or consequential liability.

**ALL WARRANTIES, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE HEREBY EXCLUDED. NO ORAL AGREEMENT OR WARRANTY OF ANY KIND SHALL BE BINDING UNLESS IN**

WRITING AND SIGNED BY T3. T3 does not cover any consequential damages, and its liability is limited to repairing or replacing defective items. Every item is sold "AS IS" rated to the level of protection certified by the manufacturer and the National Institute of Justice noted on the product's label and "WITH ALL FAULTS". The entire risk as to the quality and performance of the product is with the buyer.

Ceramic plates are subject to damage that may cause failure if they are dropped or sharply struck. Unless regularly X-rayed by a professional familiar with identifying defects caused by such activity plates damaged in such a fashion may not be suitable for protection. Irrespective of such measures of inspection, life of any armor sold has a service life noted on the manufacturer label that is not to be exceeded under any circumstances.

#### International Traffic in Arms Regulations (ITAR) / Export Regulations

Level IV rifle rated body armor (Rifle Plates), ceramic or composite, fall under the jurisdiction of the International Traffic in Arms Regulations (ITAR), and are subject to the export control laws of the U.S. Government. Export or retransfer of Level IV Rifle Plates by any means to any foreign end user, or for any other end use, whether in the U.S. or abroad, without the written approval of the U.S. Department of State, is prohibited.

Level III rifle rated plates are now under the control of the Commerce Department's Bureau of Industry and Security (BIS) and administered under the Export Administration Regulations (EAR) and remain subject to the export controls laws of the U.S. Government. Export or retransfer of Level III Rifle Plates by any means to any foreign end user, or for any other end user, whether in the U.S. or abroad, without the written approval of the U.S. Department of Commerce, is prohibited.

The sale, transfer, transportation, or shipment outside of the U.S. of any product prohibited or restricted for export without complying with U.S. 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.

These Terms & Conditions may be updated, revised, or changed without prior notice.