

KROLL INTERNATIONAL, LLC TERMS AND CONDITIONS FOR AMMUNITION PURCHASE

By ordering products from this catalog, you, the buyer, state that you have read, understand, and agree to the Kroll International, LLC sales conditions and liability release as stated in the catalog, inserts, printed media and electronic media.

I, the buyer, have read and agree to the following terms:

- 1. I am 21 years of age or older.
- 2. I have never been convicted in any court of a crime punishable by imprisonment for a term exceeding one (1) year.
- 3. I have never been adjudicated as mentally defective or committed to a mental institution.
- 4. I have never fled from a state to avoid prosecution for a crime or to avoid giving testimony in any criminal proceeding.
- 5. I have never been an unlawful user of or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), including medicinal marijuana.
- 6. I have not been dishonorably discharged from the Armed Forces.
- 7. I am neither (A) a citizen who has renounced my US citizenship; or (B) an alien who either (1) is illegally or unlawfully in the United States or (2) has been admitted to the United States under a nonimmigrant visa.
- 8. I have never been convicted of the misdemeanor crime of domestic violence.
- 9. I have never been subject to a court order that restrains me from harassing, stalking, or threatening an intimate partner or child, or engaging in other conduct that would place the intimate partner or child in reasonable fear of bodily injury.
- 10. It is my responsibility to ensure that I comply with all ammunition sales and purchase laws under Federal State and local laws. I have checked all applicable Federal, State and local laws, and I certify that I am not prohibited by and/or restricted under such laws from purchasing, possessing, buying, selling, reselling, or storing ammunition.
- 11. I acknowledge that I am not purchasing ammunition from Kroll International, LLC as a proxy for any individual who does not satisfy terms 1 through 10 above.
- 12. I acknowledge that all ammunition sales are final and not returnable.
- 13. I acknowledge that drop shipments refused by any customer of mine will be assessed a 15% re-stocking fee as well as the fee assessed on the return freight.

- 14. I acknowledge that discharging, cleaning and handling ammunition and ammunition components, may cause exposure to lead or lead based products and the associated health risks.
- 15. I agree to fully, without reservation, absolve and indemnify Kroll International, LLC and it's manager, DJD-Kroll, LLC, along with all members, owners, employees, and/or any associated party from injury or damages to persons and/or property, including claims (alleged or proven) resulting from the purchase and/or use, possession, distribution and/or sale, transportation, handling, and/or storage of items and/or substances made from same.
- 16. I fully understand that the merchandise ordered may be dangerous to use or store and I understand the nature, safety and precautions, and risks to life and health.
- 17. I will keep all merchandise inventory completely under my control.
- 18. I will use and/or store all merchandise out of the reach of children and in full compliance with Local, State, and Federal laws and regulations.
- 19. I understand that Kroll International, LLC and its manager, DJD-Kroll, LLC, along with all members, owners, employees, and/or associated party can not extend any warranties (expressed or implied) or make any statement of usage.
- 20. I fully, without reservation, agree to absolve and indemnify Kroll International, LLC and its manager, DJD-Kroll, LLC, along with all members, owners, employees and/or associated party or any thereof, from ANY and/or all injuries or damages to persons, property, or claims (alleged or proven) resulting in any way from the purchase/use, possession, distribution, sale/resale, transportation, handling and/or storage or merchandise or items/substance made from same.
- 21. I agree to reimburse Kroll International, LLC and its manager, DJD-Kroll, LLC, and any agent thereof, for any and all costs, fees, or expenses in defense of any claims or judgments that may arise as a result of the purchase, transportation, handling, possession, storage, sale/resale and/or use of merchandise ordered.
- 22. I, the buyer, agree that all terms and conditions of this statement and sale apply equally to all purchases, past, present, and future as well as orders called in by telephone.
- 23. I acknowledge and agree that any product and products that are on back order are subject to price adjustment prior to shipping based on commodity price fluctuations, as to which Kroll International, LLC will notify me.

I have read, understand and agree fully, without reservation or conditions to terms listed herein.

State and Local Laws Relating to Ammunition Purchases

Kroll International, LLC complies with all Federal, State, and local laws, regulations, and/or restrictions. It is the responsibility of you, the buyer, to be aware of, and in compliance with any state and local laws, regulations, and/or restrictions, governing the ownership, purchase, process, storage, and resale of these products.

The following list of State and local laws is **NOT** represented to be all inclusive of all 50 states numerous ammunition laws.

<u>ALASKA</u>: No direct shipments; all ammunition shipments must be processed through a freight forwarder.

<u>CALIFORNIA</u>: Under state law, sales are restricted to FFL class 01 holders only. Under local laws, drop ships sales are prohibited in Los Angeles, San Francisco, Oakland, Sacramento or Orange County.

<u>HAWAII</u>: No direct shipments, all ammunition shipments must be processed through a freight forwarder.

<u>ILLINOIS</u>: Under state law, sales are restricted to FFL class 01 holders and buyers must be at least 21 and have a FOID card. Cooke County prohibits drop ship sales. Under local laws, the city of Chicago prohibits drop ship sales.

<u>MASSACHUSETTS</u>: No drop ship sales to any location within the state. Sales restricted to FFL class 01 holders only.

<u>NEW JERSEY</u>: No drop ship sales to any location within the state. Sales restricted to FFL class 01 holders only.

<u>NEW YORK</u>: Under state law, sales are restricted to FFL class 01 holders only. Under local laws, no drop ship sales are allowed in New York City, including Brooklyn, the Bronx, Manhattan, Queens, and Staten Island.

WASHINGTON D.C.: No drop sales. Sales restricted to FFL class 01 holders only.

<u>U.S. TERRITORIES OF GUAM, PUERTO RICO, AND THE VIRGIN ISLANDS</u>: No direct shipments; all shipments must be processed through a freight forwarder.



Kroll International, LLC Ammunition Sales Certification Acknowledgement

Prior to the shipment of your first ammunition order, regardless of the shipping destination, all customers must provide a signed copy of the Kroll International, LLC Ammunition Sales Certification Acknowledgement. Customers who are licenses FFL dealers must fax, mail, or email a copy of the following documents:

- A signed copy of the Ammunition Sales Certification Acknowledgement.
- If your state requires a state issued license to purchase ammunition for resale, a copy of that document must also be included.

I hereby certify that I have read, understand and agree to the Kroll International, LLC Terms and Conditions for Ammunition Purchase. I also certify that I am not disqualified under Local, State or Federal law from ordering the merchandise from Kroll International, LLC.

Dealer Name:	
Signature:	
Printed Name:	
Street Address:	
City:	County:
State:	Zip Code:
Phone Number: ()	_ Fax Number: ()
Email Address:	