

T&S Concepts LLC, Laser Engraving, 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 T&S Concepts LLC, 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 T&S Concepts LLC. This estimated time to completion is non-binding and may change at any time due to extenuating factors without any notification to the Customer. T&S Concepts LLC reserves the right to process and complete Projects in whatever order it sees fit solely based on its own discretion. T&S Concepts LLC reserves the right to accept or reject any Project.

T&S Concepts LLC 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. T&S Concepts LLC will access the proper fee for work already performed based on T&S Concepts LLC discretion and the rates and terms agreed upon previously by T&S Concepts LLC and Customer. T&S Concepts LLC reserves the right to retain possession of the Project until it has been fully compensated for the work, services, and parts it has provided.

By submitting an artwork, logo, text or photograph for use in a laser engraving to T&S Concepts LLC you certify that you have the right to use the artwork, logo or photographs in your files. You agree not to supply T&S Concepts LLC any items consisting of the following: material that could give rise to any civil or criminal liability; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights. You accept full legal liability for the content of material processed and printed on your behalf and under your instruction.

T&S Concepts will only accept firearms that have been completely disassembled, with all external and internal components and accessories removed. This will leave only the shell of what is to be engraved. Due to the nature of the work being performed, T&S Concepts LLC will not be held liable for any damages seen or unforeseen, for any external or internal parts and accessories, the customer failed to remove prior to engraving. List of parts would include, but not limited to, sights, lights, laser sights, etc.

T&S Concepts LLC is not liable for errors committed by you during the course of personalizing a product. These errors, though not limited to, may be a result of the following: misspelling, bleeds, grammar, punctuation, or image resolution. We are not liable for customer supplied items that may have special coatings, lack of protective coatings, or other materials, known or unknown that may be marred, damaged or destroyed by any and all processes used in the engraving, marking, cutting, cleaning, storage or any other process used in production of a customized item in our possession.

All parts needed can be supplied by Customer or ordered through T&S Concepts LLC. 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. T&S Concepts LLC 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 T&S Concepts LLC determines the change in the parts required for completion to be material, then T&S Concepts LLC will notify the Customer prior to purchasing the parts. If T&S Concepts LLC determines the change in the parts required for completion to be immaterial, then T&S Concepts LLC 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 T&S Concepts LLC and Customer. T&S Concepts LLC will accept payment via cash, money order, or PayPal/Venmo.

No insurance is provided by T&S Concepts LLC, for your firearms or parts due to theft, flood, or other act of nature, war, or any other reason. Many insurance companies that insure firearms will cover the items while they are away at a gunsmith. Customer is responsible for insuring his or her firearm during the time it is in possession of T&S Concepts LLC. T&S Concepts LLC will not be liable for the firearm while in transit by a 3<sup>rd</sup> party company.

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. T&S Concepts LLC prefers to ship via UPS ground or express, and Customer is responsible for paying the actual shipping charges. T&S Concepts LLC may charge for packaging.

I, \_\_\_\_\_ the Customer, acknowledge that I have voluntarily requested of T&S Concepts LLC 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 T&S Concepts LLC 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 T&S Concepts LLC or any of its affiliated organizations, for injuries or damages resulting from negligence or other acts of T&S Concepts LLC, or any employee, agent or contractor of T&S Concepts LLC or any of its affiliated organizations as a result from my request for modification or alteration to a firearm.

I hereby release T&S Concepts LLC 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 T&S Concepts LLC.

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 T&S Concepts LLC 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 T&S Concepts LLC 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 T&S Concepts LLC 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 Tennessee. 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 T&S Concepts LLC.

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 WORKMANSHIP 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: \_\_\_\_\_