

TWISTED RIVER TACTICAL (TRT)

TERMS AND CONDITIONS

Please note that web prices may vary abruptly; however, if any items go on sale within 24 hours of purchase, the sale price will be honored if the customer emails sales@twistedrivertactical.com and advises of their non-sale price purchase.

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Twisted River Tactical Warranty Description

FULL LIFETIME WARRANTY

Firearms and parts manufactured by Twisted River Tactical are backed by our Full Lifetime Warranty. Our Twisted River Tactical manufactured firearms and parts are warranted to be free from defects in materials and craftsmanship for the serviceable lifetime of the firearm or part. The liability of Twisted River Tactical under this warranty shall be limited solely to the obligation to repair the defect or replace the firearm/part at its discretion, and to pay transportation and insurance charges for return of the firearm to the owner for a rightful warranty claim. This warranty is transferable for the serviceable lifetime of the firearm or part.

Modification of firearm will void this warranty. This warranty does not cover ordinary wear and tear or any damage resulting from careless handling, neglect, repairs or adjustments, improper, substandard, reloaded or defective ammunition, corrosion, or other unreasonable use of the firearm or part.

To initiate a Warranty claim, email sales@twistedrivertactical.com. Customer service will issue an RMA number to allow for the return of the firearm. Warranty claims must have the RMA filled out, and included in the box with the firearm or part. Twisted River Tactical will cover shipping and insurance charges for the return of a firearm or part to its owner or FFL, if the related claim is a proper claim for warranty work. If Twisted River Tactical is unable to fix the original serialized product, a new one will be sent out, but must go to an FFL for transfer back to the customer. Another background check will be completed at the time of transfer. Twisted River Tactical is not responsible for transfer fees at the FFL.

Under no circumstances shall Twisted River Tactical be responsible for incidental or consequential damages with respect to economic loss or injury to property, whether as a result of express or implied warranty, negligence or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. Twisted River Tactical will not be responsible for the results of ordinary wear and tear, careless handling, neglect, unauthorized repairs or adjustments, improper, substandard, reloaded or defective ammunition, corrosion, or unreasonable use. This warranty gives you legal rights, and you may also have other rights which vary from State to State.

Product Pricing and Specifications

All product prices and specifications listed for sale on this website are subject to change at any time. Twisted River Tactical does not honor price change requests for orders placed more than 24 hours prior to the change in price.

Purchasing

PURCHASING PROTOCOL

All payments are processed immediately upon placement of order. It is the responsibility of the customer to know and be in compliance with all applicable federal, state, and local laws related to selling, transferring, possessing, transporting, or using a firearm, magazine, and ammunition in the locality in which the customer resides.

Twisted River Tactical reserves the right to cancel any order, at any time, for any reason.

Cancellations

ORDER CANCELLATION POLICY

Orders placed with Twisted River Tactical may be cancelled by the customer prior to the item having shipped. All cancellation requests must be made through the Customer Service Department at sales@twistedrivertactical.com. You **MUST** provide the order number when contacting Customer Service via email.

If the item/package has shipped, the order may not be cancelled and the customer must follow all rules applicable to returns. Please note that the return of the item/package will be made at the customer's expense.

Cancelled orders may not be reversed. **All cancellations are final.**

Returns

FIREARMS, AMMUNITION, AND CLOTHING

All sales of firearms, loaded ammunition and clothing are FINAL, and returns, refunds or exchanges are NOT ACCEPTED. Orders shipped to a FFL are FINAL UPON SHIPMENT. Once a firearm is shipped to the FFL, Twisted River Tactical will not accept a return or exchange under any circumstances. If a defect is discovered by the customer after shipment, the customer must contact the firearm manufacturer directly for replacement or repair.

Twisted River Tactical charges a restocking fee and an amount equal to the original shipping costs for any final orders cancelled via debit or credit card chargeback after shipment to the FFL. By placing an online order with Twisted River Tactical, the customer agrees to pay all restocking and shipping fees associated with any order that is cancelled via debit or credit card chargeback following shipment to the FFL. **CUSTOMER FURTHER AUTHORIZES AND CONSENTS TO TWISTED RIVER TACTICAL CHARGING THE AFOREMENTIONED FEES TO THE DEBIT OR CREDIT CARD USED TO PLACE THE ORIGINAL ONLINE ORDER.**

Twisted River Tactical reserves the right to dispute any bank or credit card chargebacks. Twisted River Tactical reserves the right to refuse all future orders placed by any customer that cancels an order via debit or credit card chargeback following shipment.

ALL EXCHANGES MUST BE RETURNED AND RECEIVED BY THE RETURNS DEPARTMENT PRIOR TO A REPLACEMENT BEING SHIPPED OUT.

ALL OTHER PURCHASES

If the purchased item(s) is defective or damaged upon receipt, or if the customer is not satisfied with a purchased item(s) and wishes to return it for a refund or replacement, the customer may return the item(s) to Twisted River Tactical **WITHIN 30 DAYS** of the date of receipt of delivery of the purchased item. If a defect in an optic is discovered by the customer, the customer must contact the manufacturer directly for replacement or repair.

All returns **MUST INCLUDE** a completed Return Merchandise Form with the returned item in order for Twisted River Tactical to process the request, issue a refund, or replace the item. The Customer **MUST** email Customer Service to obtain a Return Merchandise Authorization (RMA) number **BEFORE** returning any item.

All returned items must be in the same condition as when they were shipped by Twisted River Tactical and **must be returned in original packaging**. The customer will be assessed a re-stocking fee up to 25% of the product sales price, at the discretion of Twisted River Tactical, if the item is not returned in resalable condition.

If the customer fails to include a Return Merchandise Form with the returned item(s), or if the Return Merchandise Form is incomplete, Twisted River

Tactical **will NOT process** a refund or replacement for the item(s) and the package will be returned to the customer.

REPAIRS

- Customers who send in any Twisted River Tactical manufactured product in for repair must also print and include a completed copy of the Return Merchandise Form.
- On the Repair form, please fill out the following:
 - Name
 - Email Address
 - Phone Number
 - In the email body please provided us a detailed description of your problem, including your order number and a SKU number, if you have it.
 - Upload any further documentation (i.e., pictures, copy of order) if needed.
 - Send completed email with the above documentation to sales@twistedrivertactical.com
- We will then reply to this email with an RMA

Amending Orders

No amendments to orders can take place once an order is placed.

If the order has not shipped, the customer can email sales@twistedrivertactical.com to cancel the order. The customer will then need to complete a new order.

Shipping Times

Typically, you can expect your order to ship within 5 business days. During the holiday and peak seasons shipping times will vary due to the high order volume. We do work very hard to get your order out to you, and apologize if there is a delay with it. Let our Customer Service Department know if your order has passed the above ship time, and they will have your order sent to our Shipping Department to investigate the reason for the delay.

Please note that upper receivers may take up to 15 business days to ship out. Serialized items (rifles, pistols, lower receivers, etc.) may take up to 7-10 business day to ship out. Please verify that Twisted River Tactical has a copy of the FFL from the receiving dealer.

Shipping Costs

For shipping costs please add the item(s) to your cart, enter your state and zip code then click one of the available shipping options.

Order Tracking

To track your order, log in, click on “My Account”, click on “View Order” on the right hand side of the screen, click “Shipments”, and then click on the tracking number. Typically, tracking information will be updated at the end of the business day after your order has been picked up by the carrier. If the tracking number has not been added to your order, the carrier has not picked up your order.

Firearm Shipments

We ship only to valid FFL dealers.

Firearms cannot be shipped to a P.O. Box.

The customer is responsible for knowing his/her state laws regarding firearm transfers. Contact your local FFL dealer with any questions regarding the sale or transfer of firearms. Contact your local FFL before ordering a firearm to verify their transfer fee and to ensure they will receive your transfer. The customer assumes all responsibility and cost for returned firearms due to FFL refusal or failure to receive.

If you order a handgun, stockless shotgun, complete AR lower or stripped lower receiver, YOU MUST be:

- A legal resident of the state in which you are ordering.
- 21 years of age or older to complete the transfer through your FFL.

Exceptions: Military personnel stationed in a state other than their legal residence may purchase firearms across state lines. Contact your local FFL receiving the transfer as you may have to provide proof of deployment, residence, etc.

Please follow all directions prompted to you at checkout. This will ensure speedier delivery. If a customer wishes to change the FFL they want to use after the order has shipped, they will be additionally charged for the cost of shipping. If a FFL is not available at the time of delivery, the package will not be held at the carrier hub and will be returned to Twisted River Tactical. Additional shipping charges will apply to orders that need to be reshipped.

SHIPPING RESTRICTIONS

- Twisted River Tactical will not ship ANY items to the District of Columbia (Washington D.C.).
- Twisted River Tactical will not ship ANY items to the state of Massachusetts.
- Twisted River Tactical will not ship ANY AR Parts or Firearms (Including Receivers) to residents of Connecticut, Chicago, Illinois, Cook County, Illinois, or Deerfield, Illinois.
- Twisted River Tactical will not ship any AR parts to Denver, Colorado.
- **Illinois:** All hand guns handgun having a barrel, slide, frame or receiver which is a die casting of zinc alloy or other non-homogeneous metal that melts or deforms at a temperature of less than 800 degrees Fahrenheit are prohibited.
- Twisted River Tactical will not ship ANY AR Firearms (Including Receivers) to residents of Aurora, Highland Park, Deerfield, or Cook County, Illinois.
- No AR parts will be shipped to Connecticut. All such orders will be cancelled and the customer will be charged a 5% fee.
- All firearms sales to Puerto Rico residents are subject to review. Please send in a copy of your Puerto Rico-Issued weapons license after placing your order to sales@twistedrivertactical.com. Allow up to 3-5 business days for additional processing.
- Stripped lower receivers will NOT be shipped to the following states:
 - Colorado (Boulder, Denver, Vail)
 - Connecticut
 - Massachusetts
- Complete AR receivers will NOT be shipped to the following states:
 - California
 - Colorado (Boulder, Denver, Vail)
 - Connecticut
 - Maryland

- New Jersey
- New York
- Non-Compliant AR models will NOT be shipped to the following states:
 - California (No “assault weapons” can be shipped.)
 - Colorado (Boulder, Denver, Vail)
 - Connecticut
 - Maryland
 - New Jersey
 - New York

Please note that Twisted River Tactical **DOES NOT** ship “high-capacity” magazines with firearms to the states listed above. We **WILL NOT** replace high capacity magazines with state compliant magazines. We **DO NOT** offer refunds in place of the magazines.

SHIPPING RESTRICTION EXCEPTIONS

- Law enforcement officers must provide both their credentials and a letterhead signed by their department's superior officer stating that the firearm will be used in the execution of the L.E.O.'s duties. Twisted River Tactical only recognizes City Police Officers, County Sheriff Deputies, and State Police (including Highway Patrol) as L.E.O.'s.
- Some of the states listed above may not have L.E.O. exemptions. Please contact us at sales@twistedrivertactical.com PRIOR to placing your order.
- Twisted River Tactical does **NOT** ship directly to L.E.O.'s; the order must go to an FFL. Twisted River Tactical does **NOT** make exceptions for this policy.

P.O. Box Shipments/Restrictions

Firearms cannot be shipped to a P.O. Box.

Twisted River Tactical abides by all Federal Regulations regarding hazardous material shipped through United States Postal Service. A hazardous material is any article or substance designated by the U.S. Department of Transportation as being capable of posing an unreasonable risk to health, safety, or property during transportation. This includes, but is not limited to:

- Minor Blast/Minor Projection Hazard — Ammunition
- Oxidizing Substances — Batteries
- Flammable Solids — Black Powder
- Flammable and combustible liquid — Cleaners, oil, and aerosol cans

If you wish to order any hazardous material, you must provide a physical address for shipment through UPS.

Magazine Ordering Restrictions

Twisted River Tactical abides by all state regulations regarding the sale of high capacity magazines. We **DO NOT** ship high-capacity magazines with firearms to the states listed below. We **WILL NOT** replace high capacity magazines with state compliant magazines. We **DO NOT** offer refunds in place of the magazines.

It is the customer's responsibility for understanding state laws regarding magazine capacities. Customers ordering magazines that are illegal to own in their state will have their orders **cancelled** and **will be charged a 5% restocking fee**.

STATES WITH APPLIED MAGAZINE RESTRICTIONS

- **California** — No magazines greater than 10 rounds
- **Colorado** — No magazines greater than 15 rounds, effective July 1st, 2013
- **Boulder** — No magazines greater than 10 rounds
- **Connecticut** — 10 Rounds and less with a valid permit.
- **Hawaii** — No magazines greater than 10 rounds
- **Illinois (North Chicago)** — No magazines greater than 16 rounds
- **Aurora, Skokie, Chicago, Evanston** — No magazines greater than 15 rounds
- **Highland Park, Cook County, Dolton, Homewood, Deerfield** — No magazines greater than 10 rounds
- **Deerfield** — No shotgun magazines over 5 rounds
- **Indiana (South Bend)** — No magazines greater than 15 rounds
- **Maryland** — No magazines greater than 10 rounds October 1st, 2013
- **Massachusetts** — No sales. Twisted River Tactical will not ship ANY items to the state of Massachusetts.
- **New York** — No magazines greater than 10 rounds
- **New Jersey** — No magazines greater than 10 rounds
- **Vermont** — No magazines over 10 rounds will be shipped as of April 13, 2018. No pistol magazines over 15 rounds effective immediately.
- **Washington D.C.** — No Sales. Twisted River Tactical will not ship ANY items to the District of Columbia.

Twisted River Tactical will not ship high capacity magazines for CA customers to a High Capacity Magazine Dealer. High Capacity Magazine Dealers in CA may place orders with Twisted River Tactical directly.

MAGAZINE RESTRICTION EXCEPTIONS

- Law enforcement officers must provide both their credentials and a letterhead signed by their department's superior officer stating that the magazine will either be used in the execution of the L.E.O.'s duties, or off duty. Twisted River Tactical only recognizes City Police Officers, County Sheriff Deputies, and State Police (including Highway Patrol) as L.E.O.'s.
- Some of the states listed above may not have L.E.O. exemptions. Please contact us PRIOR to placing your order.

Ammunition Ordering Restrictions

Twisted River Tactical abides by all state regulations regarding the sale of ammunition.

- You agree and accept all policies described in our Terms of Use.
- You are at least 21 years of age (for handgun ammunition) or 18 years of age (for rifle ammunition).
- By purchasing ammunition, you are not violating any local, state, or federal laws.
- You have not been convicted of any felony, a misdemeanor of domestic abuse, and you are not chemically dependent.
- You have no legal restraint that would prohibit you from possessing, ordering, owning, or transferring ammunition.
- You have never been committed to any mental institution, or been adjudicated as mentally defective. You will not sell ammunition to any minor.
- You cannot have ammunition shipped to a post office box.
- You do not live in a state, city, or county that prohibits you from owning, purchasing, or transferring ammunition.
- Customers who order ammunition in states prohibiting the order of ammunition will have their orders cancelled and a 5% restocking fee will be charged.

WE WILL NOT SHIP AMMUNITION TO THE FOLLOWING AREAS:

- **California** — No Sales to the cities of Los Angeles, Oakland, Sacramento, San Francisco, or Avalon.
- **Connecticut** — No sales without a valid permit.
- **Alaska** — No Sales. Ammunition must be shipped to a freight forwarder.
- **Hawaii** — No Sales. Ammunition must be shipped to a freight forwarder.
- **Illinois** — No sales to the city of Chicago or Cook County. All other Illinois residents must email sales@twistedrivertactical.com a copy of their FOID card in addition to their State ID. Ammunition must ship to an address on one of these ID's.
- **Massachusetts** — No sales. Twisted River Tactical will not ship ANY items to the state of Massachusetts.
- **Maryland** — No Sales to the City of Annapolis and Montgomery County
- **New York** — No Sales to New York City, or its five Burroughs. Starting January 1st, 2014 all ammunition must be sent to a FFL.
- **New Jersey** — When ordering ammunition commonly used in a handgun/to be used in a handgun, sales@twistedrivertactical.com a copy of your Firearms ID. We must ship to the address on the FID.
- **Puerto Rico** — No Sales. Ammunition must be shipped to a freight forwarder.
- **Washington D.C.** — No sales. Twisted River Tactical will not ship ANY items to the District of Columbia.

This is not a comprehensive list, but is meant as a guide. It is in no way meant to include all laws and restrictions across the United States. Please contact the authorities in your area for any possible restrictions.

Other Ordering Restrictions

- **Alaska** — No Tannerite sales.
- **Hawaii** — No magazines greater than 10 rounds. No AR or AK pistol sales.
- **Maryland** — No Tannerite sales.
- **Massachusetts** — No sales.
- **Minnesota** — The following firearms are prohibited in the state of Minnesota: GSG Rimfire pistols, Walther Rimfire Pistols, Cobra, Phoenix Arms, and Heritage Arms.

- **Vermont** — No magazines over 10 rounds will be shipped as of April 13, 2018. No pistol magazines over 15 rounds effective immediately.
- **Washington D.C.** — No sales.

Special Tax Notices

All States The decision in South Dakota v. Wayfair, Inc., et al, overturned prior Supreme Court precedent in Quill Corp. v. North Dakota, which previously required retailers to have a physical presence in a state beyond merely shipping goods in order to require a retailer to collect and remit sales taxes from those in-state customers. Going forward, Twisted River Tactical will be collecting and remitting sales tax in those states which require such. Please refer to the link below for more information.

<https://www.avalara.com/us/en/learn/sales-tax/south-dakota-wayfair.html>

STATE	ABBREVIATION	DOES TRT COLLECT TAXES?
ALABAMA	AL	YES
ALASKA	AK	Not Currently
ARIZONA	AZ	YES
ARKANSAS	AR	YES
CALIFORNIA	CA	YES
COLORADO	CO	YES
CONNECTICUT	CT	YES
DELAWARE	DE	Not Currently
FLORIDA	FL	Not Currently
GEORGIA	GA	YES
HAWAII	HI	YES
IDAHO	ID	YES

STATE	ABBREVIATION	DOES TRT COLLECT TAXES?
ILLINOIS	IL	YES
INDIANA	IN	YES
IOWA	IA	YES
KANSAS	KS	YES
KENTUCKY	KY	YES
LOUISIANA	LA	YES
MAINE	ME	YES
MARYLAND	MD	YES
MASSACHUSETTS	MA	Not Currently
MICHIGAN	MI	YES
MINNESOTA	MN	YES
MISSISSIPPI	MS	YES
MISSOURI	MO	Not Currently
MONTANA	MT	Not Currently
NEBRASKA	NE	YES
NEVADA	NV	YES
NEW HAMPSHIRE	NH	Not Currently
NEW JERSEY	NJ	YES
NEW MEXICO	NM	YES
NEW YORK	NY	YES
NORTH CAROLINA	NC	YES

STATE	ABBREVIATION	DOES TRT COLLECT TAXES?
NORTH DAKOTA	ND	YES
OHIO	OH	YES
OKLAHOMA	OK	YES
OREGON	OR	Not Currently
PENNSYLVANIA	PA	YES
RHODE ISLAND	RI	YES
SOUTH CAROLINA	SC	YES
SOUTH DAKOTA	SD	YES
TENNESSEE	TN	YES
TEXAS	TX	YES
UTAH	UT	YES
VERMONT	VT	YES
VIRGINIA	VA	YES
WASHINGTON	WA	YES
WEST VIRGINIA	WV	YES
WISCONSIN	WI	YES
WYOMING	WY	YES

California Notice

Due to recent changes in California state law, Twisted River Tactical will no longer be able to ship so called "assault weapons" to the state of California. This would include all Twisted River Tactical AR-15 complete lowers and AR-15

complete rifles. This would also include other makes and models of these same firearm platforms manufactured by other companies. Example: Colt AR-15 rifle. As of the 1st of July 2019, all ammunition orders must be shipped to a California DOJ Approved FFL. It is the customer's responsibility for understanding state laws regarding ammunition. Customers ordering ammunition that they are not allowed to own in their state **will be charged a 25% restocking fee.**

No ammunition sales to the cities of Los Angeles, Oakland, Sacramento, San Francisco, or Avalon.

Deerfield, Illinois Notice

Deerfield, Illinois has recently passed a ban on large capacity magazines and so called "assault weapons". Every citizen in Deerfield has until June 13, 2018 to remove, destroy, or sell the firearms described in this Ordinance (O-18-06). Due to the nature of the ordinance, Twisted River Tactical will no longer ship magazines or firearms after June 1, 2018 if it falls within these categories. This would include AR rifles, completed receivers, or stripped receivers. This would include other makes and models of these same firearm platform manufactured by other companies. Example: Colt AR-15 rifle. This will also include any AR or AK parts and pieces (i.e. AR rifle kit, build kit, or parts kit) Any magazines over 10 rounds for a pistol or rifle or shotgun magazines cannot be over 5 rounds will not be shipped.

Website Terms

Twisted River Tactical makes it a priority to provide accurate and up-to-date product information and specifications for items listed for sale on this website; however, errors and changes in circumstance do occur. ALL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL TWISTED RIVER TACTICAL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY USE OR PERFORMANCE OF OR CONTENT ERRORS OR OMISSIONS IN THE INFORMATION, EVEN IF NOTIFIED IN ADVANCE OF THE POTENTIAL FOR SUCH DAMAGES. All users of the information agree that access to any use of the information is subject to these Terms and Conditions and all applicable laws, and such access and use is at the user's own risk.

Twisted River Tactical reserves the right to edit, change, or clarify descriptions at any time to correct errors in product listings or reflect changes in circumstance. In the event of inaccuracies in the description of an item, we reserve the right to remove the conflicting information once notified. We make no warranty on the accuracy of a product listing when a conflict in the product information is present. Photos are provided for general identification purposes only and may show optional or additional pieces for illustration purposes. Please refer to the product description for details.

Twisted River Tactical is not responsible for website performance in any particular browser or in the inability for a user to use the website due to, but not limited to, internet connection issues, outages, coding issues, or compatibility.

Questions and Answers

Twisted River Tactical is not responsible for product information contained in any customer provided questions and answers and/or customer reviews and photographs found on this website. The views expressed by third-party contributors to Twisted River Tactical Questions & Answers (Q&A) are not necessarily held by Twisted River Tactical, and neither Twisted River Tactical nor any of its affiliates endorse or reject any opinion expressed therein or accept any liability for the content posted in the Q&A. Twisted River Tactical has the right, but not the obligation, to monitor and remove any content posted in the Q&A. Notwithstanding this right, Twisted River Tactical is not responsible for the content posted by third-party contributors or for verifying the accuracy of such content.

Disclaimer

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Legal Disputes

These Terms and Conditions shall be governed by the laws of the State of Ohio. By placing an online order with Twisted River Tactical, customer hereby: (i) submits to the exclusive jurisdiction of the federal or state courts located in Cuyahoga or Franklin Counties, Ohio, in any litigation, suit, action or proceeding arising out of, or relating to, the order or these Terms and Conditions; (ii) knowingly, voluntarily, and irrevocably consents to the personal jurisdiction and venue of said court; and (iii) waives any right to dismiss or transfer it may have based on improper venue or *forum nonconveniens* to the conduct of any proceeding in said court.

By placing an order through this website, customer agrees to HOLD HARMLESS AND INDEMNIFY Twisted River Tactical for any and all costs, damages, or expenses (including reasonable attorney and other professional fees and disbursements) arising from any claim, cause of action, or legal dispute of any kind arising from or relating to the transaction or Twisted River Tactical's enforcement of these Terms and Conditions.

Severability

If any provision of these Terms and Conditions shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then: (a) the remainder of the Terms and Conditions shall not be affected, and every remaining provision of the Terms and Conditions shall be valid and binding to the fullest extent permitted by law, and (b) a suitable and equitable provision shall be substituted for such invalid and unenforceable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.