

SOROKA RIFLE CO. – TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 Definitions: In these conditions "we" or "us" means Soroka Rifle Co. and "you" means the person stipulated on our order form ("your order") which forms part of this agreement.

1.2 United States law: This agreement will be governed by United States law and will come within the exclusive jurisdiction of the state and federal courts located in Meade County in the state of South Dakota. All currency referred to is in United States Dollars.

1.4 Variation: Any variation to this agreement will only be binding if it is recorded in writing by us.

1.5 Notices: Notices may be given to you by sending them to your stated e-mail address set out in your order. Notices to us may be given by sending them to info@sorokarifle.com.

1.6 Waiver: (a) Failure by us to exercise any of our rights under this agreement shall not constitute or be deemed a waiver or forfeiture of any of our rights.

(b) Any express or implied waiver by us of any provisions of this agreement or of any breach or default by you may be terminated by us at any time. No such waiver will constitute a continuing waiver nor will it prevent us from acting upon that provision or any subsequent breach or default or from enforcing any provision of this agreement.

1.7 Force majeure: We will not be liable in any way for loss, damage or delay arising as a result of any event or circumstances beyond our reasonable control.

1.8 Indemnity: (a) You indemnify us against all reasonable fees, costs and other expenses (including without limitation actual legal costs) incurred by us in enforcing this agreement or any of its provisions.

(b) You indemnify us against any loss we may suffer or liability we may incur in consequence of a claim brought by a third party arising out of your use or possession of any rifle bought from us, except where such claim is brought as a result of our negligence.

1.9 Compliance with legislation: Save as is expressly provided in this agreement it is your obligation to acquaint yourself and to comply with all applicable requirements and restrictions imposed by governmental and other authorities or corporations and to obtain all necessary consents, approvals and licences relating to the possession or use of any rifle bought from us.

1.10 Supremacy of this agreement: If there is any conflict between the terms of this agreement, and any other agreement between you and us whether oral or written, the terms of this agreement will prevail.

1.11 Severability: Should any provision of this agreement become illegal or void for any reason:

(a) The validity of the remaining provisions shall not be affected; and
(b) The parties shall enter into negotiations in good faith to find a replacement for the provision which is of similar economic effect.

1.12 Assignment and transfer: This agreement shall not be assigned in whole or in part by you. You may not transfer, delegate or sub-contract any of your duties or obligations without prior written consent from us.

2. AGREEMENT

2.1 We agree to supply the rifle as specified in your order to you on these terms and conditions.

2.2 (a) A contract will only come into existence once we have received your order and confirmed acceptance in writing.

(b) Once the order has been accepted, you will have no right to cancel that order.

2.3 You must provide us with such information as we may require to fulfil the agreement. This information shall include, where applicable, details of any firearms licence held by you.

4. PAYMENT

4.1 (a) Where your order stipulates that you must pay a deposit or more than one deposit, we are not obliged to proceed with your order until such deposit has been paid to us in full. All sums paid in advance of delivery by you to us will be treated as a deposit and not as a part payment.

(b) We are entitled to recover any loss we may incur over and above any deposit paid as a result of any breach of this agreement by you, whether or not this agreement is terminated in consequence of such breach.

4.2 You must make payment in full of any amount payable under your order within 30 days of the date stipulated on your order. If any payment is not made in full by the due date, interest shall thereafter be payable until payment at a rate of 2% per month compounded monthly after as well as before judgement.

5. DELIVERY AND RISK

5.1 Delivery shall be made at our premises and risk shall pass when the rifle is handed to you or your nominee at our premises. We will notify you when your rifle is ready for collection and you or your nominee shall collect the rifle within 30 days of such notice.

5.2 We will have no liability to deliver the rifle where you or your nominee

are unable to satisfy us that you comply with all relevant legislation relating to use or possession of a firearm, including, without limitation, possession of a valid firearms licence. Should we not be satisfied that you or your nominee has a valid firearms licence, or should you not take delivery of the rifle, within 30 days of notification of delivery, you agree to pay all reasonable charges for storage, transport and insurance occasioned by your failure to take delivery.

5.3 Any date given or agreed for delivery shall be an estimate only although we will endeavour to deliver the rifle at our premises by such date. Time shall not be of the essence in relation to delivery.

6. PROPERTY

6.1 The rifle shall remain our property and in our absolute ownership until you have paid in full all amounts owed to us by you in respect of the rifle.

6.2 Without prejudice to the generality of paragraph 6.1, unless and until payment is made:

(a) You must hold the rifle as our fiduciary agent; and

(b) We may at any time request the return of the rifle from you if you have taken delivery of it; and,

(c) You must store the rifle separately and in such a manner as to enable it to be identified as our property; and

(d) You must keep the rifle in good condition and maintain full insurance in respect thereof on our behalf in an amount which is not less than the purchase price, and the proceeds of such insurance shall be held on trust for us; and

(e) We may repossess the rifle at any time and for this purpose you hereby grant to us an irrevocable licence to enter upon any of your premises and to remove the rifle. All costs incurred by us in repossessing the rifle must be reimbursed to us by you.

6.3 Notwithstanding any repossession of the rifle, you will remain liable to pay the purchase price.

7. GUARANTEE & LIMITATION OF LIABILITY

7.1 We undertake to repair (or at our option to replace or refund the price of) the rifle at no charge where it is proved to our reasonable satisfaction to be faulty or defective within five years from the date of delivery to you pursuant to clause 5 above by reason of faulty materials or workmanship used in its manufacture.

7.2 Our liability under 7.1 is subject to strict compliance by you with the following:

(a) you must inform us promptly in writing on discovery of the alleged defect and promptly return the rifle, carriage paid, with written details of the defect;

(b) the rifle must have been stored, maintained and used with reasonable care and in accordance with the our recommendations.

(c) the rifle must not have been altered or tampered with, or repaired other than by our nominated service agents.

7.3 To the extent permitted by law, we will not be liable to you for any loss, expense or damage of any kind whether direct, indirect, financial or consequential and whether arising from negligence or otherwise and whether in respect of the supply of the rifle, or from any act or omission by us.

8. DETERMINATION OF CONTRACT

We retain the right to terminate this agreement forthwith without prejudice to our accrued rights and to invoice you for the cost of work and materials then incurred if:

(a) you default in the payment on its due date of any sum under or pursuant to any transaction under this agreement or commit any continuing or serious breach of any provision of this agreement and fail to remedy such breach (if remediable) within ten working days of our notice to do so delivered to your stated e-mail address; or

(b) we should learn or believe upon reasonable grounds that any of the following events has occurred or is likely to occur:

(i) you, if you are an individual, commit an act of bankruptcy or a petition of bankruptcy is filed against you; or

(ii) a petition is presented for the winding up of or for an administration order to be made in relation to you; or a resolution passed for your winding up (other than a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms approved in writing by the Company); or

(iii) you suspend or threaten to suspend payment of your debts or are deemed unable to pay your debts for the purposes of applicable insolvency law; or cease or threaten to cease to carry on your business or any material part as a going concern; or as a result of any change in your powers, business or circumstances, you are unlikely to be in a position to fulfil this agreement or any transaction pursuant thereto; or

(iv) any event in a foreign jurisdiction analogous to, or comparable with, (i) to (iii) above; or

(v) you refuse or are unable to meet sums due to us when they fall due; or

(vi) you cease to be in a position to fulfil this agreement.

The "Barrelled Action Stage" means the stage in the manufacture of a firearm when it has passed its Proof Test at the London Proof House. In relation to the provision of services, references to Goods shall be construed as references to the quality of the services, the materials used to perform them and the quality of the finished item or work.

3. THE PRICE

3.3 In addition to the Price the Buyer shall pay any applicable VAT or other tax, duty or levy which may be chargeable in connection with the supply of the Goods.

3.4 Unless otherwise specified on this page the Price is ex-works (as defined in Incoterms 1990 edition) the Premises and excludes any charge for carriage, packing or insurance.

4.2 If the Contract is for the manufacture and supply of a new firearm, the Seller shall have the right to invoice the Buyer for any outstanding balance of the Price or to request a further Deposit when manufacture has reached the Barrelled Action Stage.

7.3 If the Contract is for the repair or maintenance of firearms then the following provisions shall apply:

(a) the Seller shall carry out the work specified overleaf with reasonable care and skill; and

(b) the Seller undertakes to repair the same at no charge to the Buyer where they are proved to the Seller's reasonable satisfaction to be faulty or defective within one year from the date on which they are delivered back to the Buyer by reason of the Seller's faulty materials or workmanship in connection with such repair or maintenance.

7.4 The period referred to in 7.1 above shall be:

(a) if the Contract is for the sale of a new rifle: 5 years from the date of delivery to the you pursuant to clause 5 above;

(b) if the Contract is for the sale of new Goods (other than ammunition) not manufactured by the Seller: 1 year from the date of delivery to the Buyer pursuant to paragraph 5 above;

(ii) distress or execution is levied against any of your assets and is not paid or discharged within seven days; or a judgement against you remains unsatisfied for more than seven days; or a receiver is appointed with respect to any of your assets; or

TERMS OF PAYMENT

Orders for new rifles to be manufactured in accordance with agreed specifications are normally accepted on the basis of an initial deposit of 60% of the quoted price with the balance payable upon notification that the rifle is ready for delivery.

1. Orders for rifles available from stock are accepted on the basis of 100% payment of the price with order.
2. Orders for supplementary work, and for cases, tools, accessories and delivery charges (where applicable) are payable in full on completion.

In the event of order cancellations, any refunds of deposits, part payments or full payments, are made at our sole discretion and are subject to the saleability of the work in hand and any costs of modification for resale.