

## **NOTICE OF ACCEPTANCE**

THE PURCHASE OF OR USE OF Recover Innovations Inc. ("RECOVER") PRODUCTS CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS ("TERMS"). ANY ADDITIONAL, INCONSISTENT, OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER DOCUMENTS SUBMITTED BY BUYER TO Recover AT ANY TIME ARE HEREBY EXPRESSLY REJECTED.

RECOVER reserves the right to modify the Terms from time to time without notice.

## **BUYER'S ACKNOWLEDGMENTS**

BUYER understands and agrees that:

1. BUYER has familiarized himself with the laws of his state or country governing the purchase and sale of firearms and firearms accessories, including any and all Recover Tactical products, including but not limited to, Stabilizers Kits, Brace Kits, Stock Kits, Buttstocks, Forward Grips, the P-IX and the aforementioned in any and all configurations. It is BUYER'S responsibility to be familiar with his own local, State or national firearm and firearms accessory laws, restrictions and ownership requirements, including any future changes, and failure to do so may result in criminal or civil liability.
2. BUYER is solely responsible for any consequences, losses, or damages that RECOVER may directly or indirectly incur or suffer due to BUYER'S activities related to the purchase of RECOVER products including criminal or civil liability.

3. The National Firearms Act (“NFA”) under certain regulations and enforcement activities undertaken by the Bureau of Alcohol, Tobacco, Firearms and Explosives (“BATFE”) governs firearms, firearms accessories and firearms parts that fall under its purview, such as machineguns, suppressors, short-barreled rifles, short-barreled shotguns and various firearms components that can be assembled into certain restricted categories of firearms. BUYER acknowledges that RECOVER expressly disclaims the fitness of any RECOVER products for use in a manner that is inconsistent with the NFA or BATFE regulations or enforcement activities.
4. The BATFE has not classified any of the Recover Stabilizer Kits, Brace Kits, Stock Kits, Buttstocks, Forward Grips, or the P-IX, however they may, at some future time, classify those products such that they alone or in combination become governed or regulated by the NFA or other applicable federal law. BUYER expressly agrees not to violate any U.S. law and to comply with all National Firearms Act provisions and BATFE regulations when installing or using RECOVER products.
5. The Recover Stabilizer Kits in brace configuration are designed to be used only as an arm brace and is not designed, nor should it, under any circumstance, be used, as a stock or to discharge a firearm from the shoulder. By purchasing of the Recover Stabilizer Kits, BUYER specifically acknowledges that he has familiarized himself with current BATFE regulations governing a “short-barreled rifle” and “any other weapon” (both as defined in the NFA) and BUYER does not intend to use any of the Recover Stabilizer Kits in a manner that is inconsistent with those BATFE regulations.
6. The Recover MG9 Angled Mag Pouch is designed to be used only as a magazine pouch and is not designed, nor should it, under any

circumstance, be used, as a forward grip on a pistol. By purchasing a Recover MG9 Angled Mag Pouch BUYER specifically acknowledges that he has familiarized himself with current BATFE regulations governing a “short-barreled rifle” and “any other weapon” (both as defined in the NFA) and BUYER does not intend to use the Recover MG9 Angled Mag Pouch in a manner that is inconsistent with those BATFE regulations.

7. Follow all instructions on the proper handling and safe use of firearms, or any, firearm accessory.
8. If you feel uncertain about any operational aspects of your RECOVER products, please contact us BEFORE proceeding with its operation.
9. If you are unfamiliar with the proper use of firearm arm braces, you should seek formal training BEFORE using any of the Recover Stabilizer Kits.
10. RECOVER strongly recommends a certified armorer install any of the of the Recover Stabilizer Kits .
11. NFA WARNING:

**12. THE INSTALLATION OF THE FOLLOWING:**

- ANY STABILIZER WITH BRACE KIT, STOCK KIT OR BUTTSTOCK;
- THE STABILIZER BUTTSTOCK;
- THE CHEEK REST WITH ANY STABILIZER WITH BRACE KIT, STOCK KIT OR BUTTSTOCK;
- THE 20/20 SERIES FG20 ANGLED FORWARD GRIP;
- THE P-IX WITH ANGLED FORWARD GRIP OR BUTTSTOCK;

- OR ANY VARIATION OF THE AFOREMENTIONED PRODUCTS IN COMBINATION ON YOUR FIREARM MAY CHANGE ITS CLASSIFICATION TO A SHORT-BARRELED RIFLE (SBR) OR AN ANY OTHER WEAPONS (AOW) SUBJECT TO ALL THE REQUIREMENTS OF THE NATIONAL FIREARMS ACT (NFA). EVEN IF THE AFOREMENTIONED ITEMS ARE NOT INSTALLED ON YOUR FIREARM THE ACTUAL OR CONSTRUCTIVE POSSESSION OF THESE ITEMS MAY CONSTITUTE A SBR OR AOW WHICH MAY NOT BE LAWFULLY POSSESSED UNLESS IT IS REGISTERED PER NFA LAWS.IT IS YOUR RESPONSIBILITY TO FAMILIARIZE YOURSELF WITH AND ENSURE YOU REMAIN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS ALONG WITH ALL NFA RULES/REGULATIONS REGARDING THE POSSESSION, INSTALLATION AND USE OF THE AFOREMENTIONED ITEMS BY THEMSELVES OR IN COMBINATION. VIOLATIONS OF BATFE REGULATIONS AND LOCAL, STATE AND FEDERAL LAWS CARRY SERIOUS CRIMINAL AND CIVIL PENALTIES. YOU ARE STRONGLY ENCOURAGED TO SEEK LEGAL ADVICE PRIOR TO PURCHASE IF YOU HAVE ANY QUESTIONS.

13. THE FAILURE TO FOLLOW THE INSTRUCTIONS AND WARNINGS IN RECOVER'S PRODUCT MANUALS AND THE CARELESS, RECKLESS OR IMPROPER HANDLING OR USE OF FIREARMS OR RECOVER PRODUCTS MAY RESULT IN SERIOUS INJURY, DEATH OR PROPERTY DAMAGE.

## **WARRANTY**

EXCEPT AS EXPRESSLY STATED OTHERWISE, Recover MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PUPOSE OR USE, TITLE, ACCURACY, NON-INFRINGEMENT, QUALITY, OR OTHERWISE, WITH RESPECT TO Recover PRODUCTS OR LABOR FURNISHED IN CONNECTION WITH THE SALE, DELIVERY OR SERVICING OF Recover PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, YOU ARE ADVISED TO SEEK LEGAL ADVICE TO DETERMINE IF THIS EXCLUSION APPLIES TO YOU.

## **LIMITATION OF LIABILITY**

RECOVER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY DAMAGE, INJURY, HARM, COST, EXPENSE, OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF RECOVER PRODUCTS.

RECOVER WILL NOT BE LIABLE TO BUYER UNDER ANY LEGAL THEORY, WHETHER IN WARRANTY, CONTRACT, STRICT LIABILITY, TORT, PERSONAL INJURY, OR NEGLIGENCE, FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF RECOVER'S PRODUCTS, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DAMAGE TO PROPERTY, DEATH, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE.

BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST Recover SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS PROVIDED HEREIN. Recover'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH BUYER'S ORDER, SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE ORDER. The sole purpose of the stipulated exclusive remedy provided for herein shall be to provide BUYER with repair or replacement of defective products in the manner provided for herein. Such remedy shall not be deemed to have failed of its essential purpose so long as RECOVER is willing and able to repair or replace defective products in the prescribed manner.

Any AND ALL claims must be brought within one year of each applicable invoice or will otherwise be barred.

## **INDEMNIFICATION**

BUYER agrees to indemnify, defend, and hold harmless RECOVER, its officers, shareholders, directors, employees, subsidiaries, affiliates, and representatives from any and all losses, including, but not limited to, costs and attorneys' fees, arising out of or related to (i) your purchase of RECOVER products (ii) your use or misuse of RECOVER products; (iii) your violation of any term or condition of these Terms; and (iv) your violation of any law, statute, ordinance, regulation, or treaty, whether local, state, provincial, national or international.

Your obligation to defend RECOVER will not provide you with the ability to control RECOVER's defense, and RECOVER reserves the right to control its

defense, including its choice of counsel and whether to litigate or settle a claim subject to indemnification.

## **NOTICE OF ARBITRATION AND JURISDICTION**

THESE TERMS CONTAIN AN ARBITRATION PROVISION AND CLASS ACTION WAIVER. BY PURCHASING OR USING RECOVER PRODUCTS YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN BUYER AND RECOVER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

BUYER and RECOVER agree that any dispute arising out of or related to these Terms, including, but not limited to, BUYER'S purchase or use of RECOVER products, will be governed by the laws of the State of Nevada, without regard to its conflict of laws rules. Specifically, the validity, interpretation, and performance of these Terms will not be governed by the United Nations Convention on the International Sale of Goods. BUYER and RECOVER agree that any dispute or controversy arising out of, in relation to, or in connection with these Terms including, without limitation, any and all disputes, claims (whether in tort, contract, statutory, or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms, will be resolved by final and binding arbitration in Clark County, Nevada and will be administered by the American Arbitration Association ("AAA") under the then in force Commercial Arbitration Rules by one arbitrator appointed in accordance with such rules. Such arbitration will be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of the arbitration hereunder, AAA will appoint the arbitrator.

The decision of the arbitrator will be final and binding on the parties and judgment on any award(s) rendered by the arbitrator may be entered in any

court having jurisdiction thereof. Nothing in this section will prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

ANY DISPUTE RESOLUTION PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE PURCHASE OR USE OF RECOVER PRODUCTS, WHETHER IN ARBITRATION OR OTHERWISE, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, AND YOU AND RECOVER EXPRESSLY AGREE THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES SHALL NOT BE ASSERTED IN NOR APPLY TO ANY ARBITRATION PURSUANT TO THESE TERMS.

## **TRADEMARKS**

All intellectual property of RECOVER is protected by applicable laws including but not limited to copyright, patent and trademark law. Any inappropriate use is strictly prohibited, unless specifically authorized by RECOVER.



## **EXPORT CONTROL LAW**

RECOVER products may be subject to the International Traffic in Arms Regulation (ITAR) and other export control laws. BUYER agrees to comply with all applicable export control laws and obtain all required export licenses before transferring RECOVER products or related services to any non-United States person.

BUYER shall not sell, consign, give, lease or otherwise transfer the RECOVER products, or any interest therein, nor in any manner disclose or make the products available to any person or entity outside the United States of America or in violation of (i) the Export Administration Act, 50 U.S.C. App. §§ 2401-2420, as amended; (ii) the export control regulations of the Bureau of Export Administration of the U.S. Department of Commerce, 15 C.F.R. Parts 768-799; or (iii) in violation of the export control regulations of the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-580..

## **WAIVER AND INTEGRATION**

No term or condition of these Terms or breach thereof will be deemed to have been waived or consented to unless said waiver is in writing and signed by the party to be charged. These Terms constitutes the entire agreement between the parties regarding the purchase or use of RECOVER products and supersedes all previous agreements or representations between the parties.

## **SEVERABILITY**

Any part, provision, representation, or warranty of these Terms which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the

remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

### **Gender Neutrality**

Any and all references to the masculine gender shall include the female gender and vice versa.