

Terms and Conditions of Sale

These Terms and Conditions of Sale (“Terms”) govern all purchases, orders, transfers, custom builds, services, and transactions involving firearms, firearm components, accessories, or related services provided by Bearded Gunworks LLC (“BGW”, “Seller”) to the purchaser (“Customer” or “Buyer”).

By placing an order, commissioning a custom firearm build, purchasing a firearm component, or accepting delivery of any product from BGW, the Customer acknowledges and agrees to these Terms.

1. Scope and Applicability

These Terms apply to all products and services sold or provided by BGW.

Any additional or conflicting terms proposed by the Buyer, including those contained in purchase orders or other documents, are expressly rejected unless agreed to in writing by BGW.

No course of dealing or industry practice shall modify these Terms unless expressly agreed to in writing by BGW.

2. Legal Eligibility and Compliance

The Customer represents and warrants that they:

- Are legally permitted to purchase, possess, and use firearms and firearm components.
- Are not prohibited from firearm ownership under federal, state, or local law.
- Will comply with all applicable firearm laws and regulations.

BGW does not guarantee that any product configuration or component is lawful in the Buyer’s jurisdiction. The Customer is solely responsible for ensuring compliance with all applicable laws relating to possession, storage, transport, modification, and use of firearms.

3. Federal Firearms License (FFL) Transfers

All serialized firearms or receivers will be transferred in compliance with applicable federal and state firearm regulations.

Transfers may require:

- background checks
- transfer documentation
- FFL dealer coordination

If a transfer is denied, delayed, or refused, BGW shall not be responsible for:

- transfer fees
- shipping costs
- return shipping
- restocking fees
- delays caused by regulatory authorities

4. Custom Firearm Builds

Custom firearm builds are produced according to customer-selected specifications.

Once any of the following occurs:

- parts are ordered
- machining begins
- assembly begins

the order becomes non-cancelable and non-refundable.

Deposits for custom builds are non-refundable unless otherwise agreed in writing.

5. Pricing and Payment

Prices are subject to change until an order is accepted by BGW.

Payment terms may include:

- full payment prior to shipment
- deposit with balance due before delivery
- payment prior to firearm transfer

BGW reserves the right to cancel or refuse orders due to:

- pricing errors
- supplier discontinuation
- inventory errors
- regulatory restrictions

6. Shipping and Delivery

All shipments are made through commercial carriers.

Risk of loss transfers to the Buyer when the product is:

- transferred to the shipping carrier, or
- transferred to the receiving FFL dealer.

BGW shall not be responsible for delays or damages caused by shipping carriers.

7. Product Inspection

The Customer must inspect all products upon receipt or transfer.

Any claims regarding:

- missing items
- assembly errors
- shipping damage

must be reported within 48 hours of delivery or transfer.

Failure to report within this timeframe constitutes acceptance of the product.

8. Warranty Disclaimer

Except where prohibited by law, BGW makes no express or implied warranties, including warranties of:

- merchantability
- fitness for a particular purpose

Many components used in custom builds are manufactured by third parties. BGW does not manufacture these components and therefore does not provide warranties on third-party products.

Any applicable warranty claims must be directed to the original manufacturer.

9. Assumption of Risk

Firearms and firearm components are inherently dangerous instruments.

By purchasing or receiving any firearm or component from BGW, the Customer voluntarily assumes all risks associated with firearm ownership, including risks related to:

- handling
- storage
- transport
- modification
- ammunition selection
- operation of the firearm

10. Limitation of Liability

To the fullest extent permitted by applicable law, Bearded Gunworks LLC, including its owners, officers, employees, contractors, affiliates, and agents, shall not be liable for any claims, injuries, damages, losses, or expenses arising from or related to the purchase, possession, modification, transfer, or use of any firearm, firearm component, accessory, or service provided by BGW.

This limitation applies regardless of legal theory, including claims based on:

- negligence
- strict liability
- product liability
- breach of warranty
- contract claims

BGW shall not be liable for damages resulting from:

- negligent or unlawful use of a firearm
- accidental or negligent discharge
- improper firearm storage
- modification or alteration of the firearm
- installation of aftermarket components
- improper assembly or reassembly

- failure to follow firearm safety practices
- mechanical failure occurring after transfer
- use of improper or incompatible ammunition
- reloaded or remanufactured ammunition
- environmental damage or poor maintenance
- unauthorized access or use by third parties
- criminal misuse of the firearm
- failure to comply with firearm laws

BGW shall also not be liable for damages caused by the actions, omissions, negligence, or misconduct of the customer or any third party after transfer.

Exclusion of Certain Damages

To the fullest extent permitted by law, BGW shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to:

- personal injury or death
- property damage
- lost profits
- loss of business
- loss of firearm use
- emotional distress
- legal expenses

This limitation applies even if BGW has been advised of the possibility of such damages.

Liability Cap

Under no circumstances shall BGW's total liability exceed the original purchase price paid for the specific product giving rise to the claim.

11. Product Misuse Presumption

Any injury, damage, or malfunction occurring after a firearm or component has been:

- modified
- altered
- improperly maintained
- used with non-recommended ammunition
- assembled with non-factory components

shall be presumed to result from misuse or modification by the user or a third party, and BGW shall not be liable for such damages.

12. Ammunition Responsibility

Improper, reloaded, remanufactured, or overpressure ammunition may result in firearm damage or injury.

BGW assumes no responsibility for damages resulting from ammunition selection or use.

13. Indemnification

The Customer agrees to defend, indemnify, and hold harmless Bearded Gunworks LLC, its owners, employees, contractors, and affiliates from any claims, liabilities, damages, losses, or expenses, including attorney fees, arising from:

- firearm use or misuse
- negligent or unlawful conduct
- modification of the firearm
- violation of firearm laws
- injury or damages caused after transfer

14. Abandoned Firearms

Any firearm left in BGW possession for more than 60 days after notification of completion or transfer availability may be considered abandoned.

BGW reserves the right to charge storage fees or dispose of the firearm in accordance with applicable law.

15. Force Majeure

BGW shall not be liable for delays or failure to perform resulting from circumstances beyond its reasonable control, including:

- supplier shortages
- transportation delays
- government regulations
- natural disasters
- acts of war or terrorism

16. Binding Arbitration

Any dispute arising from the purchase, transfer, or use of BGW products shall be resolved through binding arbitration.

Arbitration shall take place in the State of South Carolina under the rules of the American Arbitration Association.

17. Waiver of Class Action

The Customer agrees that any dispute shall be resolved only on an individual basis and not as part of any class action or representative proceeding.

18. Attorney Fees

The prevailing party in any legal dispute arising from these Terms shall be entitled to recover reasonable attorney fees and legal costs.

19. Governing Law

These Terms shall be governed by the laws of the State of South Carolina.

Any court proceedings not subject to arbitration shall take place exclusively in South Carolina.

20. Severability

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. Acceptance of Terms

By placing an order, commissioning a build, or accepting delivery of any product from Bearded Gunworks LLC, the Customer confirms they have read and agreed to these Terms and Conditions.

Bearded Gunworks, LLC
3964 Marshall Road
Rock Hill, SC 29730

