

**CUSTOM BUILD CONTRACT
GUIDELINES and SHOP ETIQUETTE**

Acceptance of Terms and Release from Liability
Brubaker Arms Manufacturing, LLC FFL

*Please read through carefully. We respect your right to be informed before you drop off your firearm.
Due to the nature of our business, we will not make any exceptions from these guidelines,
regardless if you read them or not.*

We realize these terms will not be agreeable to everyone, but they are necessary in order for us to be able to produce quality work. If you cannot agree to the following terms, we will have to respectfully decline to do your work and kindly encourage you to work with a different company.

*If you do not understand the terms and conditions of this contract,
please ask for clarifications before signing the Work Order and Contract.*

OBJECT OF CONTRACT

This Contract is an annex to Work Order No. _____, submitted and signed on _____.

I, _____ the Customer, acknowledge and accept all of the terms and conditions set forth herein.

ESTIMATES - Whenever possible, an estimation of the job cost might be provided at the discretion of Brubaker Arms Manufacturing, LLC FFL, based on the usual cost of other similar jobs, our professional judgment and the condition of the firearm, but always with a clear understanding that the estimate is not a maximum or fixed fee quotation. The ultimate charges may be more or less than the amount estimated. Estimates for labor prices may be quoted as a total or at an hourly rate, but always with the clear understanding that the quotes provided do NOT represent a final cost of the project, which is subject to change due to the condition of the firearm, the availability / cost of parts on the market and hidden faults of the firearm that were not visible at the time when the firearm was dropped off. Estimates that are given are an estimate of labor costs and do not reflect the cost of parts and / or ammunition that may be required to finish the project.

RATES & PAYMENTS - Custom Build projects involve master gunsmithing level operations. Our hourly rates are \$75 /manual labor (including hand polishing) and \$120 / machining time, charged every 15 minutes after the first hour. Our prices are non-negotiable. Brubaker Arms Manufacturing, LLC FFL will accept payment via cash, cashier's check, money order (no transfer fee). We also accept electronic payment, but we advise against it. Credit card, debit card, phone payment or PayPal payment are all acceptable but not encouraged payment forms, with 5% transfer fee, due to the industry that we operate in.

TURNAROUND TIME - 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 Brubaker Arms Manufacturing, LLC FFL. This estimated time to completion is non-binding and may change at any time due to extenuating factors without any notification to the customer. As a general rule, Brubaker Arms Manufacturing, LLC FFL addresses projects in the order in which they arrive in the shop. Brubaker Arms Manufacturing, LLC FFL reserves the right to process and complete work orders in whatever order it sees fit solely based on its own discretion. Brubaker Arms Manufacturing, LLC FFL reserves the right to accept or reject any work order and to stop serving a customer at any point, regardless of the state of the project, based exclusively on its own discretion. We will never, under no circumstances, give a promised completion date on any project. No exceptions. We work on the projects

as they come in the shop. If you definitely need a project by a certain date the best we can do is charge a fee and do our best to meet your deadline, with the clear understanding that all our customers are equally important. We can provide an estimate in good faith, but again, we can make NO promises. Estimate is based on current work load, owners and employees holidays, and volume of work currently being handled. It is VERY IMPORTANT that you understand that this turn around estimated time can change dramatically due to the circumstances. All work will be processed in order. Small work (non build+refinish) work WILL be started ahead of existing larger jobs and turns around at a much faster rate than the larger projects. It will remain at our discretion how much small work will precede larger jobs. (Even the small jobs are done in order, just ahead of the larger ones.)

EXPEDITED TURN-AROUND - Depending on seasons, sometimes we may be able to offer expedited turnaround times; please ask us if you would like to have an expedited job done, and if we can accommodate your request we will gladly do so.

PICK UP - All work MUST be picked up within 10 business days from receiving the pick-up notice. After 10 days from notice storage fee will be charged, at the rate of \$10/day, starting from the date of notification of project completion. Brubaker Arms Manufacturing, LLC FFL reserves the right to retain possession of the project until it has been fully compensated for the work, services, and parts it has provided. Brubaker Arms Manufacturing, LLC FFL does not accept firearms from / release firearms to / discuss details about the project with anyone else but the lawful owner of the firearm, per state and federal laws.

FAILURE TO PICK UP THE FIREARM - Failure to pick up the firearm OR make arrangements for pickup within 30 days from notice will automatically result in the transfer of the firearm ownership from the client to Brubaker Arms Manufacturing, LLC. Brubaker Arms Manufacturing, LLC will become the only legal owner of the firearm. This contract is legally binding and all ownership rights are waived by customer, shall the customer fail to pick up the firearm OR make arrangements for pickup. Brubaker Arms Manufacturing, LLC will gain full legal ownership rights, such as but not limited to, using the firearm, selling the firearm to recover labor and/ or parts costs, etc.

PREEMPTIVE PICK-UPS and LIABILITY - The customer may at any time request the project to stop prior to completion. Brubaker Arms Manufacturing LLC FFL reserves the right to accept or reject the request, based solely on its own discretion. If Brubaker Arms Manufacturing, LLC FFL considers the firearm to be safe to shoot and / or releasable in the stage the project is in at the time of the request, Brubaker Arms Manufacturing, LLC FFL will charge the proper fee for the work already performed based on Brubaker Arms Manufacturing, LLC FFL discretion and the rates and terms agreed upon previously by Brubaker Arms Manufacturing, LLC FFL and the customer. A release of liability will be signed by the customer. No exceptions. However, Brubaker Arms Manufacturing, LLC FFL does not release firearms that do not pass the safety tests. In case the firearm is not safe to carry or shoot, or has any other safety issues, Brubaker Arms Manufacturing, LLC FFL will let the customers know and provide the appropriate service so the firearm will be safe to shoot / carry, and will charge the service according to the labor rendered. Brubaker Arms Manufacturing, LLC FFL is required by law and commonsense not to release firearms until they are perfectly safe. No exceptions will be made, under any circumstance.

THERE IS ADDITIONAL COST FOR ADDITIONAL WORK - If upon working on your project you decide to make some changes, we will be happy to accommodate them as long as they are technically sound. Shop hourly rates will apply to the time required to undo the operations that we have previously done and to the new service requested.

PARTIAL JOBS - We prefer to do jobs start to finish. In case we do not have the opportunity to do the jobs start to finish, but parts of the jobs are done by owners / gun enthusiasts , we do not take any kind of responsibility for the quality of the project. We encourage the development of a culture that fosters personal interest in firearms, but always with the clear understanding that any complaints about a project are null if the customer does any amount of work, as minimal as but not limited to, assembly, disassembly, field stripping or dry-firing of the firearm. Customers who work on their firearms (including maintenance cleaning, assembly, disassembly, parts change, etc.) waive any legal right to complain about the quality of the work. If any customer's actions require us to solicit legal counsel, the customer will pay the cost of all our legal needs regardless if they start legal action against us or not. These costs will include but are not limited to all our attorney fees, consultation costs, court costs and lost wages of the shop.

PARTS - We do not keep parts on hand. We only order parts once we have the Contract signed and the Quote approved. Our shop practices the average mark-up for parts. You may provide the parts but if the parts provided by you do not fit the firearm, the shop hourly rate applies to the time invested in trying to replace them with appropriate parts. To avoid additional costs, only

provide parts if you know exactly what parts fit your project. Otherwise, if our shop orders your parts, all parts will be paid for in advance of work being performed. No exceptions.

WORK ORDERS, CONTRACTS and COMMUNICATION - For all jobs sent in by mail, a Work Order (in this case, a Custom Build Quote Request Form) and Contract are required. Custom Build Quote Request Form can be filled online [HERE](#). The document you are currently reading is the Contract. For all jobs dropped at our office, a Work Order (in this case, a Custom Build Quote Request Form) and Contract will be filled in by the office staff together with the customer. We do not take in any jobs that come without a completely filled in Work Order form (in this case, a Custom Build Quote Request Form) or a signed Contract. The software automatically sends both to us and our customers a copy of what they submit, to avoid any miscommunications. Any further communication with us, after the Work Order (in this case, a Custom Build Quote Request Form) has been submitted and the Contract had been signed, **MUST BE MADE IN WRITING BY THE CUSTOMER WHO PLACES THE ORDER** (not partners, kids, parents or friends) via the office at: ligia@brubakerarms.com. We do not discuss job requests, updates or quotes over the phone. The customer may inquire as to the status of the work order by email at any time. Customers must provide the work order number in the inquiry.

INSURANCE - Most insurance companies that insure firearms will cover the items while they are away at a gunsmith. Check to make sure YOUR insurance (NRA or other) does this and that you have ample insurance coverage for the item(s) sent. Customer is responsible for insuring his or her firearm during the time it is in the possession of Brubaker Arms Manufacturing, LLC FFL. No insurance is provided by Brubaker Arms Manufacturing, LLC FFL for your firearms or parts due to theft, flood or other act of nature, war, lost in the mail or any other reason.

PHOTOGRAPHY / VIDEO PERMISSION - We keep a video and photographic record of all our projects. We keep records of the condition of firearms at drop off and the condition at pick-up. By placing an order with us, you give us permission to use the pictures / videos for advertising, liability coverage, education purposes, and any other legal and advertising purpose as we may see fit.

WARRANTY - No firearm manufactured by Brubaker Arms Manufacturing, LLC leaves the shop without being fully functional, unless per customer's express request, in which case we will ask the customer to sign a Liability Release Form. We keep a detailed video / photo archive of the testing. If there are any concerns about the service provided, we may address the issues at our own discretion, provided all following conditions are true simultaneously: - the issues are brought up within 7 days from the date the customer picked up the firearm; - the issue is not a user-induced issue; - the malfunctioning is without doubts caused by our workmanship; Brubaker Arms Manufacturing, LLC will decide at its own discretion if the issues are caused by the service provided or not; - the firearm is in the exact same condition it was in when it was released to the customer; if there are any signs at all that the firearm had been abused in any way, taken apart, or in any way misused by the customer or anyone else (with or without the knowledge of the customer), shop hourly rates will apply. Brubaker Arms Manufacturing, LLC will decide at its own discretion, based on records, staff testimony and / or the condition of the firearm if the firearm had been misused or abused. Otherwise, due to the nature of the field that we operate in, 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 workmanlike quality is given and is expressly denied. All returns are at the discretion of Brubaker Arms Manufacturing, LLC FFL, no exception.

ARCHIVAL RESEARCH - Upon Releasing the firearm, we will also make copies of all technical data and documents pertaining to the project and release them to the customer. Should this information be misplaced by the customer, it will be available to purchase a copy for a \$50 flat fee that will cover our administrative costs.

MAIL DELIVERY & FIREARM TRANSFERS - By default, Brubaker Arms Manufacturing, LLC FFL ships out parcels in appropriate packaging according to ATF regulations and insures the parcels for the value of the labor we provided. The customer is responsible to let Brubaker Arms Manufacturing, LLC FFL know if the value they want to have their parcel insured for is greater than the value of labor provided or if they have any special requests for shipping. Unless specific instructions are provided at customer's initiative prior to shipping, Brubaker Arms Manufacturing, LLC FFL will ship out the firearms according to its own judgment, at its sole discretion. All firearms are shipped with "Adult signature required" or, when this option is not available, with "Restricted Signature". No exceptions. All firearms manufactured by Brubaker Arms Manufacturing, LLC, are shipped to a local FFL licensee for background check and legal transfer of the firearm to the customer. No exceptions. For local

customers, firearms are transferred to the owner after a background check is conducted by Brubaker Arms Manufacturing, LLC, according to the state and federal laws. Brubaker Arms Manufacturing, LLC FFL prefers to ship long guns or handguns via UPS / FedEx / DHL ground or express. Customer is responsible for paying the actual shipping charges. Brubaker Arms Manufacturing, LLC FFL may charge for packaging.

FIREARM SAFETY - As skilled trade professionals, we presume our clients to have a good working knowledge of operating firearms. We provide information about our services and the legally required firearm safety information, but we do not provide legal counsel or firearms training and as such, no communication with us should be interpreted as legal counsel or training.

INTOXICATED PATRONS - We reserve the right to refuse services to patrons who are under the influence of alcohol or any other substance. Smoking, cussing/rudeness and substance abuse are categorically prohibited on the premises of our facility.

MACHINE SHOP VISITS - We recognize that a firearm manufacturing facility has a special allure for people who enjoy machinery and firearms. At the same time, as a commercial facility regulated by ATF, the machine shop is not open for visits. The areas where the public has access are limited to the parking lot and the office, no exceptions.

WORK OUTSIDE OUR PREMISES - FFL licenses are released exclusively for one physical location. We cannot do any kind of gun-related work or firearm value / condition assessments at any other location than our facility.

SERVICE REFUSAL - As a federally licensed firearm business, under federal law, we reserve the right to refuse service to anyone.

CUSSING and RUDENESS - Being rude, raising the voice or cursing at the staff will immediately result in a doubling of the bill.

NO SOLICITING ON OUR PREMISES - Soliciting is strictly prohibited on Brubaker Arms Manufacturing, LLC FFL premises. No soliciting of our clientele for private purchases, trades and sales are accepted on our premises.

SERVICE CONFIDENTIALITY - The cost of the project MUST be covered for by the person who signs the Contract and the Work Order (in this case, the Restoration Request Form). No exceptions. In case the customer who signed the agreements (Contract and W.O.) with us passes away while the project is still in progress, we will release the firearm and send the invoice to the executor of the will / estate, in accordance with the Washington State and ATF laws and regulations.

INFORMATION SECURITY - We keep records according to the legal state and federal laws. Information about the make, model, serial number, caliber and type of firearm, and about the identity of the customer are recorded in the Acquisition and Disposition Book, per state and federal laws. Our customer's information is stored as securely as possible, on physical platforms (not on cloud), which we continue to improve security wise. Brubaker Arms Manufacturing, LLC FFL does not sell any of the information collected to any third parties.

CONTRACT ENFORCEMENT - Any misunderstandings between the client and Brubaker Arms Manufacturing LLC FFL will be resolved in an amicable manner. This contract is legally binding and any contract dispute that cannot be resolved in an amicable manner will be handled in the court system where Brubaker Arms Manufacturing LLC FFL is located. If there is a dispute and Brubaker Arms Manufacturing LLC FFL needs to solicit legal counsel to enforce the contract or in any dealings with the customer, or if the Client decides to start legal action against Brubaker Arms Manufacturing LLC, the Client will pay any attorney's fees and any other legal expenses incurred by Brubaker Arms Manufacturing, LLC FFL, regardless if there is a lawsuit or not. This contract shall be governed by the laws of the County of Yakima in the State of Washington and any applicable Federal law, where Brubaker Arms Manufacturing LLC is currently located. The customer waives any legal right to file a lawsuit in any other location but in the location where Brubaker Arms Manufacturing, LLC FFL is located.

MODIFICATIONS TO FIREARMS - Brubaker Arms Manufacturing, LLC FFL does not make any modifications on firearms that may affect various safety systems. However, due to the nature of the field of activity, if any of the modifications requested by the customer lead to malfunctions, Brubaker Arms Manufacturing, LLC FFL is released of any liability.

I, _____ (insert legal name), acknowledge that I have voluntarily requested of Brubaker Arms Manufacturing, LLC FFL 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 guns 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 Brubaker Arms Manufacturing, LLC FFL 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 attack the property of Brubaker Arms Manufacturing, LLC FFL or any of its affiliated organizations or companies, for injuries or damages resulting from negligence or other acts of Brubaker Arms Manufacturing, LLC FFL, or any employee, agent or contractor of Brubaker Arms Manufacturing, LLC FFL, any of its affiliated organizations as a result from my request for modification or alteration to a gun.

- I hereby release Brubaker Arms Manufacturing, LLC FFL 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 Brubaker Arms Manufacturing, LLC FFL.
- I am informed, realize, and understand that any alterations which I have requested to be done to my firearm, pursuant to the Work Order, may release the Manufacturer from any liability for any accident should any occur.
- I am informed, recognize, and understand by reading and signing the Work Order, 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.
- The Customer will indemnify and defend Brubaker Arms Manufacturing, LLC FFL 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 agreement supersedes any and all other agreements either oral or in writing, between the Customer and Brubaker Arms Manufacturing, LLC FFL 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 pursuant to the Work Order 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 Brubaker Arms Manufacturing, LLC FFL 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 Washington. If any term of this agreement 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.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT FULLY. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.

Print name: _____

Signature: _____

Date: _____