



AUTOMATIC KNIFE CERTIFICATION v.2.9

Thank you for choosing OpticsPlanet, Inc. (The "Company")

Some or all of the item(s), the Buyer, Reseller, Sales Agent, Party Listed in "Bill To," or Party Listed in "Ship To" in the OpticsPlanet, Inc. Invoice (individually or collectively, the "Customer"), are regulated by United States of America federal, state, and/or local laws and regulations. Automatic knives, are not available for sale to the general public, and sale, shipment, possession, transfer, purchase, and ownership must be in accordance with 18 U.S.C. § 1716 and 15 U.S.C. § 1244, and all applicable federal, state, and local laws, statutes, and regulations.

By proceeding with a transaction to purchase any restricted item(s), the Customer identified below certifies that:

- (1) The Customer has reviewed all United States federal, state, and/or local laws and regulations related to or arising from the shipping, possession, transfer, purchase and/or ownership of the restricted item(s). The customer is legally authorized to ship, possess, transfer, purchase and/or own automatic knives or other restricted knives.
- (2) The Customer is legally permitted to possess, purchase and/or own the restricted item(s) including the procurement of all applicable licenses.
- (3) The Customer does not intend to transfer the item(s) in violation of United States federal, state, and/or local laws and regulations.
- (4) The item(s) will be used for lawful purposes only. The Customer is not associated with any criminal group or criminal enterprise.
- (5) If the Customer is an individual, that he/she is 18 years of age or of legal age for an item according to applicable federal, state, and/or local laws and regulations.
- (6) The Customer is under no legal or other disability that would prevent the Customer from possessing, purchasing, owning, and/or transferring any of the item(s).
- (7) The Customer understands that the item(s) may be restricted by United States export control laws including, but not limited to, the Export Administration Regulations (EAR) and/or International Traffic in Arms Regulations (ITAR). The customer agrees to comply with any applicable United States federal, state, and local laws including, but not limited to, United States export control laws.

Release and Waiver of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement

The Customer and its personal representatives or assigns hereby release, waive, discharge, and covenant not to sue the Company, and its officers, employees, affiliates, representatives, or agents from any and all claims arising from the purchase of these item(s) including, but not limited to, claims resulting from personal injury, accidents, illness, death, or property loss arising from or relating to, use of the item(s). The Customer understands the items(s) that the Customer is purchasing have inherent risks and can result in injury regardless of the care taken to avoid injury. The Customer knowingly and voluntarily assumes all risks associated with the item(s). The Customer agrees to indemnify and hold the Company and its officer, employees, affiliates, representatives, or agents harmless from any and all claims, actions, suits, demands, procedures, costs, expenses, damages, and liabilities including the payment of any legal fees and costs. The Customer acknowledges that this waiver is intended to be as inclusive as U.S. federal, state, and any other applicable law permits. Customer accepts all legal responsibility and liability associated with the shipping, possession, transfer, and purchase of automatic knives and other restricted knives and will indemnify and hold OpticsPlanet, Inc. harmless for any civil or criminal liability that may be incurred as a result of the shipping, possession, transfer, and purchase of automatic knives. Customer agrees to indemnify OpticsPlanet, Inc. for any court costs, attorneys' fees and/or damages as a result of misrepresentations, falsifications or concealment of relevant information pertaining to the shipping, possession, transfer, and purchase of automatic knives or other restricted knives.

OpticsPlanet, Inc. does not manufacture, produce or assemble the products or items. OpticsPlanet, Inc. is not responsible for any claims relating to infringement by the product of third party intellectual property rights. OpticsPlanet, Inc. makes no warranties, express or implied, with respect to the quality of the products or the results that customer may achieve utilizing such products, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose (to the extent applicable) which are hereby disclaimed and excluded. In no event will OpticsPlanet, Inc. be liable to Customer for any lost profits or indirect, incidental, consequential, special, and exemplary or punitive damages. OpticsPlanet, Inc.'s liability is limited to replacing defective goods Pursuant to the provisions of the California Song-Beverly Consumer Warranty Act, this product is sold "AS IS" and "WITH ALL FAULTS".

Any controversy or claim arising out of or relating to Customer's purchase of any product from OpticsPlanet, Inc. shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Venue for any arbitration, or any legal dispute, shall lie only in the City of Chicago, Cook County, Illinois and in no other venue or forum. The laws of Illinois shall apply to all transactions.

By purchasing any item from OpticsPlanet, Inc., the Customer certifies that it will comply with all requirements imposed by any and all U.S. federal, state, and local laws, regulations, and administrative policies.



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ATTENTION CUSTOMER:

By signing below, you certify that you have:

- Reviewed all relevant U.S. federal, state and local laws and regulations and you are authorized to ship, possess, transfer, purchase and/or own the restricted items
- Read and understand the terms and conditions as listed herein
- Understand your responsibilities as they relate to this product purchase
- Agreed to be legally bound by the Waiver of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement

CUSTOMER INFORMATION:

Full Name and Title: _____ Signature: _____

Address: _____ Date: _____

Company: _____ Order Number: _____

Phone: _____

Automatic Knives:

15 U.S.C. § 1241

Definitions

As used in this chapter -

- (a) The term "interstate commerce" means commerce between any State, Territory, possession of the United States, or the District of Columbia, and any place outside thereof.
- (b) The term "switchblade knife" means any knife having a blade which opens automatically—
 - (1) by hand pressure applied to a button or other device in the handle of the knife, or
 - (2) by operation of inertia, gravity, or both.

15 U.S.C. § 1242

Introduction, manufacture for introductions, transportation or distribution in interstate commerce; penalty

Whoever knowingly introduces, or manufactures for introduction, into interstate commerce, or transports or distributes in interstate commerce, any switchblade knife, shall be fined not more than \$2,000 or imprisoned not more than five years, or both.

15 U.S.C. § 1243

Manufacture, sale, or possession within specific jurisdictions; penalty

Whoever, within any Territory or possession of the United States, within Indian country (as defined in section 1151 of title 18), or within the special maritime and territorial jurisdiction of the United States (as defined in section 7 of title 18), manufactures, sells, or possesses any switchblade knife, shall be fined not more than \$2,000 or imprisoned not more than five years, or both.

15 U.S.C. § 1244

Exceptions

Sections (1242 and 1243) of this Act shall not apply to-

- (1) any common carrier or contract carrier, with respect to any switchblade knife shipped, transported, or delivered for shipment in interstate commerce in the ordinary course of business;
- (2) the manufacture, sale, transportation, distribution, possession, or introduction into interstate commerce, of switchblade knives pursuant to contract with the Armed Forces;
- (3) the Armed Forces or any member or employee thereof acting in the performance of his duty;
- (4) the possession, and transportation upon his person, of any switchblade knife with a blade three inches or less in length by any individual who has only one arm; or
- (5) a knife that contains a spring, detent, or other mechanism designed to create a bias toward closure of the blade and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure to assist in opening the knife.

18 U.S.C. § 1716 (g)

Provides for the following:

- (g) All knives having a blade which opens automatically
 - (1) by hand pressure applied to a button or other device in the handle of the knife, or
 - (2) by operation of inertia, gravity, or both, are nonmailable and shall not be deposited in or carried by the mails or delivered by any officer or employee of the Postal Service. Such knives may be conveyed in the mails, under such regulations as the Postal Service shall prescribe—
 - (1) to civilian or Armed Forces supply or procurement officers and employees of the Federal Government ordering, procuring, or purchasing such knives in connection with the activities of the Federal Government;
 - (2) to supply or procurement officers of the National Guard, or militia of a State ordering, procuring, or purchasing such knives in connection with the activities of such organizations;
 - (3) to supply or procurement officers or employees of any State, or any political subdivision of a State or Territory, ordering, procuring, or purchasing such knives in connection with the activities of such government; and
 - (4) to manufacturers of such knives or bona fide dealers therein in connection with any shipment made pursuant to an order from any person designated in paragraphs (1), (2), and (3).