



## AUTOMATIC KNIFE RETURN CERTIFICATION v.2.8

Permission for the return of automatic knives must be secured from our Return Team at OpticsPlanet, Inc. ("OpticsPlanet"). 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 or Packing Slip (individually or collectively, the "Customer") originally sent to the Customer are regulated by U.S. federal, state, and/or local laws and regulations. Automatic knife returns must be made in accordance with 18 U.S.C. § 1716 and 15 U.S.C. § 1241 *et. seq.* and any and all applicable federal, state, and/or local laws and regulations.

### **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 of 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, the Air 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).

It is the Customer's responsibility to comply with all applicable federal, state, and/or local laws and regulations related to the shipping, possession, transfer, and purchase of automatic knives. Customer accepts all legal responsibility and liability associated with the shipping, possession, transfer, and purchase of automatic 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 understands and 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.

**This form is required for all returns of restricted knives. If Customer sends a knife that Customer is not legally able to possess, OpticsPlanet will not return the knife and will not issue a credit.**



**AUTOMATIC KNIFE RETURN CERTIFICATION v.2.8**

By signing below, Customer certifies, agrees, and acknowledges that Customer is legally authorized to ship, possess, transfer, and purchase automatic knives regulated under the Federal Switchblade Act and other applicable federal, state, and local laws and regulations, and customer agrees to all terms herein.

**By returning any item to 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.**

**ATTENTION CUSTOMER:**

By signing below, you certify that you have:

- Reviewed all relevant U.S. federal, state and local laws and regulation 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 return
- Agree to be legally bound by the Indemnity and Hold Harmless Agreement

**CUSTOMER INFORMATION:**

Full Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Order Number: \_\_\_\_\_

Phone: \_\_\_\_\_