

Please note that when you have this holster and you marry it to a weapon, it becomes an AOW. Before purchasing, it is recommended that you read the ATF's Constructive Intention or Possession. One article can be found [here](#). We are working directly with the ATF to obtain some clarity on this issue to help keep everyone from unnecessary scrutiny and trouble.

The following terms and conditions, along with any invoice (the "Invoice") rendered to you by CMA Wallets, LLC ("Seller") and, for all sales completed through the Seller's website located at www.cmawallets.com, the Terms and Conditions of Website Use and Privacy Policy, shall constitute the entire agreement (the "Agreement") between Seller and you as the buyer ("you" or "Buyer") regarding the purchase of the CMA Curveball Wallet Holster ("Wallet Holster"). All previous negotiations, proposals and representations, including but not limited to any purchase order submitted by you (whether or not accepted by Seller), are superseded hereby, and this Agreement shall constitute a complete and exclusive statement of the terms of the agreement between you and Seller.

TERMS AND CONDITIONS: All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Wallet Holsters by Seller are subject to and shall be governed exclusively by the terms and conditions stated herein. Seller's acceptance of any offer to purchase by you is expressly conditioned upon your assent to all of the terms and conditions stated herein. All orders received from you are subject to acceptance by Seller. In no event shall Seller be bound by any terms or conditions proposed by you that are in addition to, or inconsistent with, those stated herein. No such additional, different, or inconsistent terms or conditions shall become part of this Agreement unless expressly accepted in writing by Seller.

PAYMENT TERMS: For all sales completed through the Website, payment shall be due upon placement of your order. For all other sales, unless otherwise agreed in writing by Seller, payment of all invoiced amounts is due at the time of sale. Any checks returned as "Not Sufficient Funds" shall be subject to a \$35 processing fee and the invoiced amounts will remain due and owing and will be delinquent (a "Delinquency"). In the case of sales completed through the Website, any amounts due that are not paid to Seller (for whatever reason) shall be a Delinquency from and after the date the Buyer's order was placed. Interest shall accrue on the amount of any Delinquency at the lesser of 1.5% per month (18% annually) or the maximum rate allowed by state law. Waiver of any existing interest charges shall not be deemed a waiver of future charges. All payments received may be applied against open charges in the sole discretion of Seller. Seller shall have a right of setoff, in the amount of all Delinquencies, against any amounts that Seller may owe Buyer. You agree to be responsible for all internal and external collection costs and attorney's fees, in connection with any Delinquency placed for collection by Seller. Seller shall have a purchase money security interest in all Wallet Holsters sold to you to the extent of any amount due and owing, and shall retain its security interest until you have paid all amounts due.

TAXES: Unless otherwise indicated at checkout or on the face of the Invoice, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts for the Wallet Holsters sold. You agree to pay all such taxes or to reimburse Seller therefore upon receipt of an invoice from Seller. If you claim exemption from any sales, use or other tax, you shall indemnify and hold harmless Seller from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

TRANSPORTATION CHARGES; TITLE; RISK OF LOSS: Unless otherwise specifically accepted by Seller in writing: (a) all transportation charges shall be paid by you; (b) custom duties, consular fees, insurance charges and other applicable charges shall be borne by you; (c) title shall pass upon receipt of payment in full by Seller; and (d) risk of loss shall pass to Buyer for sales through the website upon delivery to a carrier at the shipping point, and for in-person sales at the time of delivery to you. Seller will not place insurance on any shipment; procuring insurance will be your sole responsibility.

BUYER LICENSING REQUIREMENT: NOTE: THE FOLLOWING INFORMATION IS PROVIDED FOR BUYER'S CONVENIENCE AND INFORMATIONAL PURPOSES ONLY. BUYER SHOULD NOT RELY UPON THIS INFORMATION, BUT SHOULD CONSULT WITH THEIR OWN LEGAL COUNSEL TO CONFIRM COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LEGAL REQUIREMENTS. Although the Bureau of Alcohol, Tobacco and Firearms ("ATF") does not

classify this Wallet Holster, in and of itself as Any Other Weapon ("AOW"), the ATF does classify this Wallet Holster as an AOW once a firearm is placed inside it. As the end user of the Wallet Holster, Buyer is required to complete and file Form 1, which may be obtained from ATF ([link here](#)). Failure to comply with all federal, state and local legal requirements may result in Buyer's being fined and/or imprisoned. Buyer may wish to keep a copy of the approved Form 1 with them at all times that they are in possession of the Wallet Holster with a firearm inside it. You are and shall remain solely responsible and liable for compliance with all applicable federal, state, and local legal requirements.

WARRANTY; EXCLUSION OF OTHER WARRANTIES; AND LIMITATION OF SELLER LIABILITY: The Wallet Holster has been shaped, cut, and sewn together by hand, so there is a small risk of seam separation. If, within the first two (2) years after you purchase the Wallet Holster ("Warranty Period"), the seam separates, you may return it to Seller, and Seller will repair or replace it free of charge. You only pay the shipping cost to get the Wallet Holster to Seller. This offer applies only to seam separation that is the result of normal use and wear and tear. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHETHER ARISING BY LAW, CUSTOM OR CONDUCT, AND IS LIMITED TO THE REPAIR OR REPLACEMENT BY SELLER AT ITS FACTORY IN FORT BEND COUNTY, TEXAS, AT SELLER'S OPTION WITHIN THE WARRANTY PERIOD. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY AMOUNT IN EXCESS OF THE COST OF THE WALLET HOLSTER PURCHASED BY BUYER. THE FOREGOING RIGHTS AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES OF BUYER, WHETHER BASED ON A STATUTE, CONTRACT, TORT OR OTHERWISE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

REPLACEMENT OF WALLET HOLSTER: Without in any way creating any additional warranties, expanding the limited warranty provided above, or waiving the limitations of warranties and liabilities contained in this Agreement, Seller agrees to replace your Wallet Holster under the following conditions. If you discharge a firearm inside the Wallet Holster, creating a hole in the body of the Wallet Holster where there was no hole prior to discharging the firearm, Seller will send you a replacement Wallet Holster free of charge if you provide a copy of a police report stating that you discharged the firearm either in self-defense or if you accidentally discharge the weapon. To take advantage of this offer, you must send the Wallet Holster and the police report to Seller at your expense. Seller will pay to ship the new Wallet Holster to you. Please note, if you cannot verify with a police report that you discharged your firearm in self-defense or if you accidentally discharge the weapon, then you will have to pay for a new Wallet Holster if you want a new one, regardless of how long you have owned the Wallet Holster.

RIGHT OF INSPECTION AND CLAIMS: Buyer shall promptly inspect the Wallet Holsters referenced in the Invoice upon delivery to verify delivery of the quantity ordered. All claims arising in connection with said inspection for any alleged shortage must be received by Seller in writing, particularizing the claim, within ten (10) days of delivery of such Wallet Holsters. Upon notification of any such claim, Seller shall have the right, but not the obligation, to refund the amount of the Invoice associated with the Claim, and such refund shall be Buyer's sole remedy in connection with the Claim.

RETURNS: Except as otherwise provided by this Agreement, all sales are final, and you have no right to return any Wallet Holsters purchased.

RISK OF OPERATION; REPRESENTATION OF TRAINING: The improper use of the Wallet Holster with a firearm could lead to serious bodily injury and death. You should purchase or use the Wallet Holster only if you have been properly trained in the use of the firearm that you intend to insert into the Wallet Holster. By purchasing a Wallet Holster you represent to Seller that you are properly trained in the use of the firearm that you intend to use with the Wallet Holster. You also acknowledge and agree that Seller may and is relying on this representation by you in selling a Wallet Holster to you. The Wallet Holsters sold hereunder are furnished and operated at your sole risk, and your remedies and damages are limited as per this Agreement.

INDEMNITY: BUYER HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, FINES, PENALTIES, EXPENSES, COSTS, CONSEQUENTIAL DAMAGES AND LOSSES ON ACCOUNT OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE WHETHER BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR MISREPRESENTATION OF WARRANTY ARISING OUT OF, INCIDENT TO, IN CONNECTION WITH, OR DIRECTLY OR INDIRECTLY RESULTING FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY,

REPAIR, OR USE OF ANY GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION ANY WALLET HOLSTERS, PROVIDED IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH INJURIES, DEATH, OR PROPERTY DAMAGE IS CAUSED BY SELLER'S SOLE OR CONCURRENT STRICT LIABILITY, STATUTORY LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, FAULT, OR OTHER BASIS OF LIABILITY.

BUYER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, FINES, PENALTIES, EXPENSES, COSTS, CONSEQUENTIAL DAMAGES AND LOSSES ON ACCOUNT OF BUYER'S FAILURE TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL STATUTE, LAW, RULE, OR REGULATION IN CONNECTION WITH THE OWNERSHIP OR USE OF THE WALLET HOLSTER, EVEN IF SUCH CLAIM, DEMAND, CAUSE OF ACTION, FINE, PENALTY, EXPENSE, CONSEQUENTIAL DAMAGE OR LOSS IS CAUSED OR CONTRIBUTED TO BY SELLER'S OWN SOLE OR CONCURRENT STRICT LIABILITY, STATUTORY LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, FAULT, OR OTHER BASIS OF LIABILITY.

OTHER REPRESENTATIONS BY BUYER: By placing an order for a Wallet Holster you are representing the following:

- a. That you are at least 18 years of age or the age of majority, whichever is higher, in the state in which you reside;
- b. That you are not prohibited by any federal, state, or local statute, law, rule, regulation, or court order from purchasing a Wallet Holster; and
- c. That you are authorized to use the payment method used by you to complete your purchase.
- d. That you will obtain an AOW tax stamp prior to opening the packaging.

SALES LITERATURE, ILLUSTRATIONS AND DESCRIPTIONS: Seller has made a diligent effort to accurately illustrate and describe the Wallet Holster on the Website and in its catalogs and other sales materials. However, the illustrations and descriptions are for the sole purpose of identification and do not express or imply any additional warranty or that the Wallet Holster will conform to the exact illustrations or descriptions represented.

INTELLECTUAL PROPERTY: You agree not to use the trademarks, trade names, designs or other patented or registered intellectual property of Seller without the written consent of Seller.

JURISDICTION, CHOICE OF LAW AND WAIVER OF JURY TRIAL: All terms and conditions hereof shall be construed and enforced in accordance with the laws of the State of Texas. The exclusive venue and jurisdiction for any dispute arising between Seller and Buyer shall be in the state or federal courts situated in or covering Fort Bend County, Texas. Buyer irrevocably consents to the jurisdiction of the courts of the State of Texas for any dispute that may arise between the parties. BUYER HEREBY KNOWINGLY AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE BETWEEN THE PARTIES. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.

NONWAIVER BY SELLER: Neither the failure of Seller to exercise any power given to it hereunder or to insist upon strict compliance by Buyer with their obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Seller's right to demand exact compliance by Buyer with the terms hereof.