

ORISKANY ARMS INC.

175 Clear Road.

Oriskany, NY 13424

1. What This Warranty Covers

This Warranty covers defects in materials and workmanship that are present in the firearm as manufactured by Oriskany Arms and that arise during normal and intended use.

A condition will be considered a covered warranty defect only if Oriskany Arms determines, after inspection, that the condition resulted from a defect in materials or workmanship and is not attributable to normal wear, routine maintenance, ammunition, misuse, abuse, neglect, unauthorized modification, or any other exclusion contained in this Warranty.

A firearm malfunction, by itself, does not establish that a warranty defect exists.

Oriskany Arms reserves the sole right to determine whether a reported condition is a defect covered by this Warranty.

2. Warranty Remedy

If Oriskany Arms determines that a firearm or component contains a defect covered by this Warranty, Oriskany Arms will, at its discretion:

- Repair the covered defect;
- Replace the defective component;
- Replace the firearm with the same or a substantially equivalent model; or
- Provide another remedy that Oriskany Arms determines to be appropriate.

The remedy provided will be limited to the covered defect.

Oriskany Arms does not guarantee that every reported malfunction will qualify for warranty service or that every firearm submitted for service will be repaired or replaced at no charge.

If Oriskany Arms determines that a reported condition is not covered by this Warranty, Oriskany Arms may offer repair, replacement of components, inspection, cleaning, adjustment, or other service at the owner's expense.

If Oriskany Arms replaces a firearm, the replaced firearm shall become the property of Oriskany Arms and shall be returned, transferred, or otherwise handled in accordance with applicable law.

3. Original Purchaser

This Warranty applies only to the original retail purchaser of the firearm.

The Warranty terminates upon transfer of ownership and does not transfer to subsequent owners unless Oriskany Arms expressly agrees otherwise in writing.

Proof of original purchase may be required to establish warranty eligibility.

The original purchaser should retain the original sales receipt or other documentation identifying the firearm, date of purchase, and authorized dealer.

4. Warranty Period

The Warranty begins on the date of the original retail purchase and remains in effect for the lifetime of the original purchaser, subject to all terms, conditions, exclusions, and limitations contained in this Warranty.

No additional warranty period is created by a warranty repair, replacement component, or replacement firearm.

5. Normal Wear and Routine Maintenance

Firearms contain components that naturally wear, fatigue, require adjustment, or require periodic replacement as a result of ordinary use.

Normal wear, routine maintenance, cleaning, lubrication, inspection, adjustment, and replacement of consumable components are not warranty defects.

The following components may be considered wear or maintenance items depending upon use, round count, operating conditions, and firearm configuration:

- Recoil springs and recoil spring assemblies;
- Firing pin springs;
- Hammer springs;
- Magazine springs;
- Extractors;
- Firing pins;
- Pins;
- Bushings;
- Plungers and plungers springs;
- Small internal springs;
- Magazine components;
- Magazines;
- Sights;
- Grips;
- Grip screws;
- Grip bushings;
- Finish and coating surfaces;
- Barrels and barrel components subject to normal wear;
- Slide and frame contact surfaces;
- Trigger components subject to normal wear;
- Safeties and related components subject to wear or adjustment;
- Other components subject to ordinary mechanical wear; and

- Any other component that Oriskany Arms reasonably determines requires periodic maintenance or replacement as a result of normal use.

The need to replace or service a wear component does not, by itself, indicate a defect in materials or workmanship.

If Oriskany Arms determines that a wear component failed prematurely because of a manufacturing or workmanship defect, the component may be covered by this Warranty.

6. Routine Maintenance Is Not Warranty Service

Routine maintenance is the responsibility of the firearm owner and is separate from warranty service.

Routine maintenance may include, without limitation:

- Cleaning;
- Lubrication;
- Inspection;
- Spring replacement;
- Extractor inspection or adjustment;
- Replacement of worn components;
- Sight adjustment;
- Tightening of appropriate fasteners;
- Magazine maintenance;
- Removal of ordinary fouling; and
- Other periodic service reasonably required to maintain the firearm.

Oriskany Arms may offer routine maintenance, inspection, tune-up, or other service separately from this Warranty.

Such services may be subject to applicable labor, parts, shipping, and other charges.

7. Ammunition

Oriskany Arms recommends using new, commercially manufactured ammunition of the proper caliber and specification for the firearm.

This Warranty does not cover damage, malfunction, wear, or failure caused or contributed to by:

- Reloaded ammunition;
- Remanufactured ammunition;
- Hand-loaded ammunition;
- Improperly loaded ammunition;
- Defective ammunition;
- Ammunition loaded outside applicable industry specifications;
- Incorrect caliber ammunition;
- Improper ammunition pressure;
- Ammunition contaminated or damaged prior to use; or

- Any ammunition that is unsuitable for the firearm.

Damage caused by ammunition may include, without limitation, damage to the barrel, chamber, slide, frame, extractor, firing pin, firing pin stop, magazines, or other firearm components.

8. Exclusions

This Warranty does not cover any condition, damage, malfunction, failure, or deterioration resulting from or contributed to by:

A. Accident, Abuse, or Misuse

- Accidents;
- Abuse;
- Misuse;
- Reckless use;
- Negligent use;
- Criminal use;
- Improper handling;
- Dropping or impact;
- Excessive force;
- Use contrary to the owner's manual or safety instructions; or
- Any use outside the firearm's intended purpose.

B. Improper Maintenance or Storage

- Failure to properly clean or lubricate the firearm;
- Improper maintenance;
- Improper storage;
- Long-term storage without appropriate maintenance;
- Exposure to excessive moisture;
- Water damage;
- Corrosion;
- Rust;
- Exposure to salt or saltwater;
- Exposure to chemicals;
- Improper cleaning products;
- Improper lubricants; or
- Failure to properly protect the firearm from environmental conditions.

C. Barrel and Bore Conditions

- Barrel obstructions;
- Firing with an obstructed bore;
- Damage resulting from squib loads;

- Damage resulting from improper ammunition;
- Damage resulting from excessive fouling; or
- Any other condition affecting the barrel or bore resulting from improper use or maintenance.

D. Unauthorized Work or Modification

- Unauthorized repairs;
- Unauthorized gunsmithing;
- Unauthorized adjustments;
- Unauthorized fitting;
- Unauthorized machining;
- Alteration of the firearm;
- Modification of the firearm;
- Refinishing;
- Aftermarket coatings;
- Alteration of internal components;
- Trigger modifications;
- Alteration of safeties;
- Alteration of fire-control components;
- Unauthorized barrel fitting;
- Unauthorized slide or frame work;
- Unauthorized sight installation; or
- Installation or use of aftermarket components that cause or contribute to the reported condition.

E. Aftermarket Parts and Accessories

Oriskany Arms does not warrant aftermarket parts, accessories, components, modifications, or equipment that were not supplied by Oriskany Arms.

Damage, malfunction, or premature wear caused or contributed to by an aftermarket component or accessory is not covered by this Warranty.

F. Cosmetic Damage

This Warranty does not cover cosmetic damage or deterioration, including:

- Scratches;
- Dents;
- Dings;
- Finish wear;
- Finish discoloration;
- Surface blemishes;
- Holster wear;
- Wear caused by contact with equipment or accessories;
- Grip wear;

- Wear to controls or contact surfaces; or
- Other cosmetic deterioration resulting from ordinary use or environmental exposure.

Cosmetic imperfections that do not materially affect firearm function are not considered warranty defects.

G. Normal Wear and High Round Count

This Warranty does not cover normal mechanical wear, fatigue, or deterioration resulting from the number of rounds fired or the conditions under which the firearm is used.

A firearm used extensively may require more frequent replacement of springs, extractors, magazines, and other components.

High round count, competition use, training use, or other intensive use does not by itself establish a manufacturing defect.

9. Commercial, Rental, Range, and High-Volume Use

Unless expressly agreed otherwise in writing, this Warranty is intended for normal private ownership.

Firearms used for commercial rental, shooting-range rental, training, demonstration, instruction, competition, or other high-volume applications may experience accelerated wear.

Routine service and replacement of wear components resulting from such use are not covered by this Warranty solely because the firearm remains within the Warranty period.

Oriskany Arms may offer separate commercial, range, rental, or high-volume service programs.

Any such program will be governed by its own written terms.

10. Modifications and Gunsmithing

A modification or unauthorized repair does not necessarily eliminate every warranty right; however, Oriskany Arms will not be responsible under this Warranty for a condition caused or contributed to by such modification, repair, adjustment, or gunsmithing.

Oriskany Arms may require the firearm to be returned to its original factory configuration before evaluating certain warranty claims.

Oriskany Arms reserves the right to decline warranty coverage where it determines that an unauthorized modification, repair, adjustment, or component has caused or contributed to the condition for which service is requested.

11. Serial Number

This Warranty is void if the firearm's serial number has been removed, altered, defaced, obscured, or otherwise rendered unreadable, except to the extent the condition resulted directly from a manufacturing defect and was not caused by the owner or another unauthorized person.

Firearms with altered or defaced serial numbers may be subject to additional legal restrictions and may not be eligible for warranty service.

12. Warranty Service and RMA

Do not ship a firearm to Oriskany Arms without first obtaining authorization.

Before returning a firearm, the owner must contact Oriskany Arms and obtain a Return Merchandise Authorization (“RMA”) or other written return authorization.

Oriskany Arms may request:

- Owner's name and contact information;
- Proof of purchase;
- Firearm model;
- Serial number;
- Description of the reported condition;
- Approximate round count;
- Ammunition information;
- Maintenance history;
- Information regarding modifications or repairs;
- Photographs; and
- Other information reasonably necessary to evaluate the claim.

Oriskany Arms may provide specific shipping instructions based upon the nature of the firearm, applicable law, and the reason for return.

All firearm shipments must comply with applicable federal, state, and local laws.

13. Inspection and Determination

All firearms submitted for warranty service are subject to inspection by Oriskany Arms.

Oriskany Arms will determine whether the reported condition is a covered defect.

A reported malfunction does not automatically constitute a warranty claim.

Oriskany Arms may determine that the condition is instead the result of:

- Normal wear;
- Routine maintenance;
- Ammunition;
- Improper use;
- Improper maintenance;
- Corrosion;
- Abuse;
- Neglect;
- Modification;
- Aftermarket parts;
- Unauthorized repair;

- Environmental conditions; or
- Another condition excluded by this Warranty.

If the condition is not covered, Oriskany Arms may offer repair or other service at the owner's expense.

14. Non-Warranty Service

If Oriskany Arms determines that a firearm does not qualify for warranty coverage, Oriskany Arms may, at its discretion, offer service on a fee-for-service basis.

Non-warranty service may include:

- Inspection;
- Cleaning;
- Routine maintenance;
- Spring replacement;
- Extractor service;
- Replacement of worn components;
- Repair of damage;
- Adjustment;
- Gunsmithing;
- Refinishing; or
- Other requested or necessary service.

The owner is responsible for applicable parts, labor, shipping, taxes, and other charges associated with non-warranty service.

Oriskany Arms may require approval of an estimate before performing non-warranty work.

15. Shipping and Transportation Charges

Oriskany Arms will determine, in its discretion, whether shipping or transportation charges associated with a warranty claim will be paid by Oriskany Arms or the owner.

Unless Oriskany Arms provides different instructions in writing, the owner is responsible for shipping the firearm to Oriskany Arms for evaluation.

If Oriskany Arms determines that a reported condition is a covered warranty defect, Oriskany Arms may, at its discretion, pay or reimburse reasonable return shipping costs.

If the reported condition is not covered by this Warranty, the owner may be responsible for all shipping, transportation, insurance, and service charges.

Oriskany Arms will not accept COD shipments unless specifically authorized in advance.

The owner is responsible for properly packaging the firearm and complying with all applicable shipping and firearms laws.

16. No Warranty for Third-Party Products

Oriskany Arms makes no warranty concerning ammunition, holsters, optics, sights, magazines, accessories, aftermarket components, or other products manufactured by third parties.

Any warranty for such products is provided by the applicable manufacturer.

Oriskany Arms is not responsible for damage to an Oriskany Arms firearm caused by a third-party product.

17. Safety-Related Conditions

If an owner believes that a firearm may have an unsafe condition, the owner should immediately discontinue use and contact Oriskany Arms.

The firearm should not be fired until the condition has been evaluated by Oriskany Arms or another qualified professional.

Oriskany Arms may require immediate return or inspection of a firearm where a potentially serious safety-related condition is reported.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ORISKANY ARMS' LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OF THE COVERED DEFECT, REPLACEMENT OF THE DEFECTIVE COMPONENT, OR REPLACEMENT OF THE FIREARM, AS DETERMINED BY ORISKANY ARMS.

ORISKANY ARMS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE FIREARM, ITS USE, THIS WARRANTY, OR ANY BREACH OF THIS WARRANTY, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, OR OTHER ECONOMIC LOSS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Nothing in this Warranty is intended to exclude or limit liability that cannot lawfully be excluded or limited under applicable law.

19. Disclaimer and Limitation of Implied Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WRITTEN LIMITED LIFETIME WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ORISKANY ARMS WITH RESPECT TO THE FIREARM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

Some states do not permit limitations on the duration of implied warranties or the exclusion or limitation of certain damages. Accordingly, some of the foregoing limitations may not apply to a particular purchaser.

20. No Expansion of Warranty

No dealer, distributor, gunsmith, employee, agent, or other person is authorized to alter, expand, modify, or extend this Warranty or to make any additional warranty or representation on behalf of Oriskany Arms.

Any modification or extension of this Warranty must be in writing and signed by an authorized officer of Oriskany Arms.

21. Changes to Warranty Policy

Oriskany Arms reserves the right to modify its warranty policy for firearms manufactured or sold after the effective date of a revised policy.

No modification will retroactively eliminate warranty rights that have already accrued under a previously applicable written warranty, except as otherwise permitted by applicable law.

22. Legal Rights

This Warranty gives the original purchaser specific legal rights.

The purchaser may also have other rights that vary from state to state.

Nothing in this Warranty is intended to eliminate or restrict any rights or remedies that cannot lawfully be waived or limited under applicable law.

ORISKANY ARMS INC.

Warranty / Service Department

Address: _____

City, State, ZIP: _____

Telephone: _____

Email: _____

Website: _____

IMPORTANT SAFETY INFORMATION

Always follow the safety and operating instructions supplied with your firearm.

Never use a firearm that is known or suspected to be unsafe or malfunctioning.

Use only ammunition appropriate for the firearm and follow all applicable firearm safety practices and laws.