

# Deano's Knives

## Terms and Conditions

**Date: June 4, 2020**

**1. Introduction.** This website, [www.deanosknives.com](http://www.deanosknives.com), (the "Website") permits users like you to purchase products, in accordance with the terms of these Terms and Conditions (the "Agreement").

### **2. Legal Agreement.**

**(a)** Please read this Agreement carefully. This Agreement is a legally binding agreement between you ("you" or "your") and Deano's Knives. ("Deano's Knives" or "we" or "our" or "us").

**(b)** The effective date of this Agreement (the "Effective Date") is the date you first use the Website. By using the Website, you agree to be bound by this Agreement. If you choose to accept this Agreement, you must do so as written, without modification. If you do not agree to abide by the terms of this Agreement, please discontinue your use of the Website immediately. You agree that by using the Website, such use constitutes your acceptance of this Agreement and your agreement to be bound by the terms of this Agreement. You warrant and represent that you are at least 18 years old and that you have the legal authority to enter into this Agreement as an individual or on behalf of your employer. Deano's Knives and you are individually, a "party" and collectively, the "parties."

**(c)** You agree that any purchase of Products from us, whether through the Website or otherwise, shall be governed by this Agreement.

**3 Privacy Policy.** Your access to the Website and purchase of the Products shall be governed by this Agreement and also by the Privacy Policy. The Privacy Policy also describes how Deano's Knives collects and uses information you post to the Website or provide to us. This Agreement and the Privacy Policy may be collectively referred to as the Agreement, and are intended to be read together.

**4. Terms and Termination.** The term of this Agreement shall begin on the Effective Date and continue until terminated as expressly provided in this Agreement (the "Term"). This Agreement and the Privacy Policy shall run concurrently and if either terminates, then the other shall automatically terminate. You may terminate this Agreement at any time by delivering an email to us at the address listed in the "contact us" section of the Website. Deano's Knives may immediately terminate this Agreement as required by law or due to your breach of any provision of this Agreement in Deano's Knives's determination. Termination will become effective immediately. Upon termination, all rights granted by Deano's Knives to you under this Agreement, including your use of the Website, shall immediately terminate, and you will not be allowed to use

the Website or purchase Products. The following Sections of this Agreement shall survive termination or expiration of this Agreement for any reason: 4, 6, and 16 - 26.

**5. Updates to this Agreement. DEANO'S KNIVES RESERVES THE RIGHT TO AMEND THE WEBSITE AND THE TERMS OF THIS AGREEMENT IN ITS DISCRETION FROM TIME TO TIME. YOU ARE RESPONSIBLE FOR MONITORING THE WEBSITE FOR CHANGES TO THIS AGREEMENT. Deano's Knives may, but is not obligated to, offer upgrades, updates, and improvements to the Website, and to add or discontinue any Products at any time.**

## **6. Prohibited Uses.**

**(a)** You may only use the Website and purchase Products for legal purposes (the "Purpose").

**(b)** You shall not use the Website or Products: (i) to harass, intimidate, embarrass, or threaten any person, (ii) for any illegal, libelous, obscene, pornographic, or illegal purpose, or (iii) in a manner that violates any laws, rules, or regulations.

**(c)** You shall not copy, modify, creative derivate works of, or reverse engineer, in whole in or part, Deano's Knives's (i) Website, including its components or contents, in whole or part, (ii) Products, or (iii) trademarks, service marks, trade dress, patents, patents pending, copyrights, and other intellectual property, including, without limitation, photographic images (the foregoing in (a) – (c) collectively, the "Intellectual Property").

**(d)** Except as expressly stated in this Agreement, Deano's Knives does not grant you any license or ownership rights, including in the Intellectual Property, and all rights not expressly granted by Deano's Knives to you under this Agreement are expressly reserved to Deano's Knives.

**7. Orders.** You must be at least 18 years old to order any knife Products and at least 21 years old to order restricted products. Restricted products are marked on the Website. Some items on the Website may be illegal in your or other areas for possession by those under the age of 21. You shall be responsible to check all applicable federal, state, and local laws concerning the purchase, ownership, use, and possession of any Products sold to you on the Website.

**8. Automatic Knife Laws & Assisted Knife Laws.** The Switchblade Act, (Pub.L. 85-623, 72 Stat. 562, enacted on August 12, 1958, and codified in 15 U.S.C. § 1241–1245), as may be amended, (the "Act") prohibits shipment of automatic knives across state lines, with the following exceptions:

**(a)** 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;

**(b)** to supply or procurement officers of the National Guard, the Air National guard, or militia of a state, territory or the District of Columbia ordering, procuring, or purchasing such knives in the connection with the activities of such organization;

**(c)** to supply or procurement officers or employees of the municipal government of the District of Columbia or the government of any State or Territory, or any county, city or other political subdivision of a State or Territory;

**(d)** to manufacturers of such knives or bona fide dealers therein in connection with any shipment made pursuant of an order from any person designated in paragraphs (a), (b), and (c).

Sections 1242 and 1243 of the Act shall not apply to:

**(e)** 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;

**(f)** the manufacture, sale, transportation, distribution, possession, or introduction into interstate commerce, of switchblade knives pursuant to contract with the Armed Forces.

**(g)** the Armed Forces or any member or employee thereof acting in the performance of his duty;

**(h)** 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

**(i)** 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.

**9. Legal Disclaimers.** Deano's Knives offers no legal advice regarding laws applicable to your purchase of Products. We have provided general information herein to you of federal laws that may affect your purchase. It is your responsibility, as the buyer, and not Deano's Knives, as the seller, to ascertain and obey all applicable international, federal, state, and local laws regarding your purchase and use of Products.

**10. Change and Cancellation Policy.** If you order the wrong Products, you may change your order up until the time the order is shipped. Once an order has been shipped, if you wish to change an item you must follow the guidelines in the Returns and Exchanges section below. If you would like to cancel your order you may do so up until the time the order has shipped. Once an order has been shipped you must follow the guidelines in the Returns and Exchanges section below. You can contact us about a change or cancellation at the email or telephone number listed in the "contact us" section of the Website. If you choose to send an email you must use "order change" or

“order cancellation” in your email subject line to make sure the email is directed to the correct department to improve the chance that the change or cancellation can be implemented before the order ships.

## **11. Payment.**

**Credit Card Orders.** We accept Visa, Mastercard, Discover, and American Express. By ordering with a credit card you agree that you are authorized to use such credit card and, if there is a billing dispute, to handle any billing disputes directly with us.

Deano’s Knives reserves the right to request identification for any purchases of any kind. No customer shall be obligated to provide identification, however failure to provide requested information may result in the cancellation of the customer's order. If the order is cancelled and charges to the credit card used will be voided or refunded.

## **12. Shipping - Domestic Orders.**

**(a)** In stock orders will be shipped the same day or very next day. There are times this might lead to more days such as special orders and pre-orders.

**(b)** Deano’s Knives makes no guarantees about shipping time. We will attempt to stay within the specified time frames indicated on the Website; however, delays may result from occurrences, such as, without limitation, customer verification, declined credit cards, restricted items, legal prohibitions, product unavailability, acts of God, and other force majeure events.

**(c)** Please note: There are some areas within the United States of America where we simply cannot ship certain restricted items (e.g. defense sprays, automatic knives, stun guns, knuckles, police batons, etc.). These areas include, but are not limited to: portions of Alaska, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Indiana, Kansas, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, New Mexico, New York, Tennessee, Texas, Vermont, Washington, and Wisconsin. Exceptions are made as local laws permit (proper ID may be required at the time of purchase).

**(d)** Address Verification. In many cases, orders that are placed with a ship to address that is not authorized by the credit card issuer are subject to shipping delays, verification emails/telephone calls and/or cancellation. Additionally, orders that are shipped to an address other than the authorized billing address are subject to shipping delays and verifications. In situations where we cannot confirm the validity of an order or we suspect fraud, the order will be cancelled.

**13. Shipping - International Orders.** We do not ship outside the USA.

**14. Knife Operation and Warranty.** All name brand knives are covered under warranty by their respective manufacturers. For more information, please check out the WARRANTY PAGE on the Manufacturers Website. Knives that have been modified or converted are not covered under a manufacturer's warranty. Except as expressly stated herein, no further warranties apply.

**15. Returns.**

Please see the Returns section.

**16. Representations and Warranties.** By placing an order, you warrant and represent that you will use the Products in a lawful manner and that you are of legal age to purchase and use the Products.

**17. Law Enforcement.** Anyone known or believed to use the Products other than for the Purpose, or to provide false information, or to attempt to defraud us in any way will be reported to the proper authorities. You understand and agree that Deano's Knives monitors usage on the Website and of purchase of Products and that, in accordance with the terms of this Agreement and the Privacy Policy, we may share your use of the Website and purchase of Products Services, including Personal Information (as defined in the Privacy Policy), with law enforcement agencies and officials in response to inquiries or if we have reason to believe that your use of the Website or Products is for an unlawful purpose. We may also share your use of the Website and purchases of Products, including Personal Information, to third parties without your prior consent as required by law, a court order, a subpoena, legal process, governmental request, to investigate fraud, or as Deano's Knives determines is necessary or advisable to protect its interests or your safety or the safety of others.

**18. Indemnification.** You shall defend, indemnify, and hold harmless Deano's Knives and its affiliates, and their employees, managers, members, officers, shareholders, directors, agents, representatives, contractors, insurers, attorneys, successors, and assigns from and against all claims, demands, judgments, losses, liabilities, damages, costs, fees, expenses, including, without limitation, attorneys' fees, expert witness fees, and court costs, arising out of your (a) unauthorized use of the Website, Products, or Intellectual Property, or (b) any other breach of this Agreement.

**19. Disclaimer of Warranties.,**

**(a) EXCEPT AS EXPRESSLY STATED HEREIN, DEANO'S KNIVES: (A) PROVIDES ACCESS TO THE WEBSITE AND THE PRODUCTS ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR GUARANTEES, (B) MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE AND THE PRODUCTS, AND (C) SPECIFICALLY**

**DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY AGAINST NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY IN CONNECTION WITH YOUR ACCESS TO THE WEBSITE AND THE PRODUCTS. EXCEPT AS EXPRESSLY STATED HEREIN, DEANO'S KNIVES DOES NOT WARRANT THAT THE WEBSITE OR ANY THE PRODUCTS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, OR THAT THE PRODUCTS WILL PROVIDE SECURITY OR PROTECTION AGAINST HARM, INJURY, DISMEMBERMENT, OR DEATH, OR THAT THE CONTENT OF THE WEBSITE OR METHOD OF DELIVERY WILL BE FREE OF ERROR (INCLUDING FACTS, STATEMENTS, SERVICE LEVELS, DOWNLOAD SPEED, WEBSITE DOWNTIME, OUTAGES, WI-FI, HOTSPOT, OR INTERNET CONNECTIVITY OR SECURITY), OR THAT DEFECTS THEREIN WILL BE CORRECTED. THE PROVISIONS OF THIS SECTION SHALL BE IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

**(b)** Without limiting the generality of the foregoing in this Section, Website mistakes (such as, without limitation, pricing errors, Product misinformation, and stock discrepancies) are inevitable. Deano's Knives is not required to honor pricing errors. At our discretion, we may cancel any order where we determine there has been a pricing error. If we have provided Product misinformation for your order, you have the right to return your purchased Product without penalty (subject to the return policy stated herein). If there is a stock discrepancy, you have the right to retain your order until it can be filled or to cancel your order without penalty.

**(c)** Without limiting the generality of the foregoing, Deano's Knives will not be held liable for the misuse of any Product purchased from us or any of our distributors and dealers.

## **20. Limitations of Liability.**

**(a) DEANO'S KNIVES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOST PROFITS, LOSS OF BUSINESS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF A PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEANO'S KNIVES'S TOTAL LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO DEANO'S KNIVES UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL BE IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

**21. Compliance with Applicable Law.** Except as expressly permitted herein, all other notices provided for herein shall be effected either by recognized international express courier, postage pre-paid, or by First Class United States Mail, postage pre-paid, to the address listed under the "contact us" section of the Website in our case, and to the

address you listed at time of last purchase in your case. Notice shall be deemed received two days following tender to such courier and three days following posting by Mail.

Deano's Knives  
3612 200<sup>th</sup> St  
George, IA 51237

**22. Independent Parties.** Nothing in this Agreement shall create an employer-employee, partner, joint venturer or agent relationship between Deano's Knives and you.

**23. Severability.** If any provision of this Agreement or the Privacy Policy is held by a court or tribunal of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**24. Assignment.** You may not assign or sublicense any part of the Agreement, in whole or in part, without the prior written consent of Deano's Knives.