

INSTRUCTIONS FOR TRIGGER WORK

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW

In order for me to work on a Perazzi trigger, my insurance company and attorney are requesting that a Liability Waiver be downloaded from this site, printed, and signed by the trigger owner.



Please print these two pages – Page 2 is the actual liability Waiver.



I must have a Liability Waiver signed and dated by the owner/user on file for the particular trigger and/or gun being shipped in for repairs or modification. Without this document, I will be unable to perform any work.

Should you have any questions, please feel free to call or email me with your concerns.

Because I cannot control how an individual handles his/her gun, and because guns can be dangerous, I will not be held liable for any damage and/or injury caused from a trigger and/or gun that I have worked on.

Your understanding in this endeavor is greatly appreciated.

Please print PAGE 2, **SIGN**, and **DATE** PAGE 2 and then **ENCLOSE** it with your trigger and/or gun, and instructions for the work you wish to have done.

Thanks in advance.

A handwritten signature in blue ink that reads "Whiz".

S&W Supply, LLC

5308 Timberline Trail • Rapid City SD 57702 • ☎ (605) 341-4412 • ✉ whiz@swsupply.com

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LEGAL TERMS & LIABILITY WAIVER

1. **PARTIES.** This agreement is made between S & W Supply Company (“S & W Supply”) and _____ (“Purchaser”).
3. **NO WARRANTIES.** Purchaser agrees that due to the inherent danger of firearms and associated parts, Purchaser assumes and is aware of any and all risks associated with product, instructions, services or information. S & W Supply disclaims warranties of any kind, either express or implied, including but not limited to: warranties of title, implied warranties of merchantability, noninfringement, or fitness for a particular purpose.
4. **DISCLAIMER OF LIABILITY.** Purchaser assumes all liability, responsibility and risk for the use of product. S & W Supply Company, its Director, and employees disclaim all warranties, representations or endorsements, express or implicit regarding the product, services and the company website. S & W Supply’s disclaims any and all implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. S & W Supply does not assume any legal liability for the accuracy, completeness or usefulness of any information, product, part or process disclosed on its website or through its services. S & W Supply is not responsible for any direct, special, incidental, indirect or other consequential damages resulting from use of its products, website or instructions. This waiver includes, but is not limited to: lost profits, business interruption, negligence or other tortuous or legal claims. S & W Supply shall not be liable for any damages arising out of its products, instructions, services or information.
5. **PURCHASER OBLIGATIONS.** Purchaser agrees to use the product only for its intended use and shall not perform any subsequent remedial measures. Purchaser shall use all reasonable care when using product.
6. **CHOICE OF LAW.** The parties agree that the law of the United States Uniform Commercial Code (UCC) shall apply to this Agreement. Regarding contracts between parties whose place of business are in different States, The Parties explicitly agree that the Convention on the International Sale of Goods (CISG) does not apply to this transaction. S & W Supply does not expressly or implicitly intend to purposefully avail itself of the privilege of conducting business or activities or having minimum contacts within the laws of that state by any actions including but not limited to: posting on its website, shipping products, providing services or disseminating information. S & W Supply does not invoke the benefits and protections of the laws of any jurisdiction outside of the state of South Dakota.
7. **RIGHTS OF THIRD PARTIES.** The parties agree not to assert any claims on behalf of third parties under this agreement. No claims of loss or personal injury may be brought by parties not explicitly included in this contract, evidenced by their signatures below. The rights under this contract may not be assigned to third parties.
8. **INDEMNITY.** User agrees to indemnify S & W Supply against any and all claims and expenses, including attorneys’ fees, arising from this contract, products, instructions, services or information.
9. **INFORMED CONSENT.** Purchaser has carefully read this Agreement, understands the possible risks and benefits of the transaction and voluntarily, knowingly and intentionally enters into this Agreement.
10. **SCOPE.** This contract contains all the terms of the agreement and cannot be expressly or implicitly modified by writing or oral modification.

Purchaser /Gun Owner/Service Requestor

Date

Gun/Trigger Description and Serial Number(s)

S & W Supply Company

Date