

The following Terms of Service are the terms and conditions that apply to Gift Certificates. By using our site, you agree to the terms of this agreement. Please keep a copy of this agreement for your records.

The SAS Gift Certificate is issued to you by SAS MFG Inc. d/b/a Stealth Armor Systems herein referred to as "SAS". It allows you to use the dollar value listed on the SAS Gift Certificate for future purchases on the SAS website only. The dollar value that you purchase on the SAS Gift Certificate is a prepayment only for the goods and/or services provided by SAS. No credit card, credit line, overdraft protection or deposit account is associated with a SAS Gift Certificate. Unless otherwise required by law or permitted by this agreement, any amount on your SAS Gift Certificate is nonrefundable and may not be redeemed for cash. No interest, dividends or any other earnings on funds deposited to a SAS Gift Certificate will accrue or be paid or credited to you by SAS. The value associated with the SAS Gift Certificate is not insured by the Federal Deposit Insurance Corporation (FDIC).

The dollar value listed on the purchased SAS Gift Certificate is credited as USD value, and can only be used as a minimum value of the purchase, no balances will be kept. For example, if the SAS Gift Certificate has a 50.00-dollar value, that is the minimum purchase that can be made with that SAS Gift Certificate, and is a credit against the total value of the purchase. Given the fact that SAS Products are much higher in most circumstances, there are usually no balances applicable. If, however a situation arises where the lawful buyer and/or Gift Certificate holder purchases a product where a balance could exist, no balances will be refunded, the SAS Gift Certificate is for one time use only, and that code after that it's used is canceled and will not be reissued for such potential balances.

All SAS Gift Certificate are only valid for redemption off the SAS website, www.stealtharmorsystems.com. We reserve the right not to accept any SAS Gift Certificate or otherwise limit use of a SAS Gift Certificate if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful.

Each Gift Certificate has a unique SAS Gift Certificate order number, and only one gift certificate account associated with it, no matter how many times the confirmation email or receipt is printed out.

Fees and Expiration of Gift Certificate Balance

SAS does not charge any fees for the issuance, activation, or use of your SAS Gift Certificate. Your SAS Gift Certificate has a list expiration date on the certificate.

Receipts and Statements

Gift Certificate holders are not sent statements of itemized transactions from a SAS Gift Certificate. Each SAS Gift Certificate is valid for a one time use only. You will need to have your SAS Certificate number available in order apply it during check out on the SAS website.

Registration, Liability for Unauthorized Transactions

Because your SAS Gift Certificate is used like cash for purchases from SAS, you are responsible for all transactions associated with your SAS Gift Certificate, including unauthorized transactions. However, if your SAS Gift Certificate is lost, or destroyed, the Certificate can be replaced with the unused dollar value on it at the time of your call to a SAS.

If your SAS gift certificate is lost, stolen, or damaged, you should contact us immediately by emailing SAS at sales@stealtharmorsystems.com. Your SAS Gift Certificate value is only protected from the point in time you notify us that your SAS Gift Certificate is missing. We will freeze the code number if it has not been used listed on your SAS Gift Certificate at the time you notify us, and will load that value on a replacement SAS Gift Certificate pending a search to be sure it hasn't been used and you are the rightful owner.

Privacy Statement

For information concerning how we collect, use, and disclose information concerning the SAS Gift Certificate and how to select privacy preferences regarding certain promotional communications, you should refer to our privacy statement or call SAS and ask us to mail you a copy.

Changes to This Agreement

We may amend the terms of this agreement at any time, including any rights or obligations you or we may have. We will post the terms to the modified agreement on our website. As permitted by applicable law, any change, addition, or deletion will become effective at the time we post the revised agreement to our website.

Unless we state otherwise, the change, addition, or deletion will apply to your future and existing SAS Gift Certificate(s). You are deemed to accept the changes, additions, or deletions if (1) you do not notify us to the contrary in writing within 20 days of the date of our notice or such other time specified in the notice, or (2) you use your SAS Gift Certificate after such notice period. If you do not accept the changes, additions, or deletions, your SAS Gift Certificate will be cancelled and the value of Certificate will be refunded to you the original purchaser.

Cancellation of This Agreement

We may suspend or terminate this agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the SAS Gift Certificate. If we terminate this agreement without cause, we will refund or issue class credits equal to the value held in your unused SAS Gift Certificate.

Arbitration Rights

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this agreement.

Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this Agreement or your use of a SAS Gift Certificate will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures

You must first present any claim or dispute to us by contacting our Customer Service department to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") as modified by this agreement. The AAA Rules and information about arbitration and fees are available upon request from the AAA (call 1-800-778-7879) or online at adr.org. You and we agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in Houston, Texas, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the AAA Rules applicable to large/complex cases, the arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the AAA Rules. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Costs of Arbitration

All administrative fees and expenses of an arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration.

Waiver of Punitive Damage Claims and Class Actions

By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Governing Law – Texas

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas notwithstanding any conflict of law rules.

Disclaimers and Limits of Liability

SAS and its affiliates make no representations, warranties, or conditions of any kind, express or implied, with respect to the SAS Gift Certificate, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing, or course of performance. SAS does not represent or warrant that your SAS Gift Certificates will always be accessible or accepted.

In the event that SAS or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your SAS Gift Certificate. SAS and its affiliates shall have no liability for any incidental, indirect, or consequential damages (including without limitation loss of profit, revenue, or use) arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability, or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall SAS or its affiliates have any liability for unauthorized access to a SAS Gift Certificate, or alteration, theft, or destruction of a SAS Gift Certificate through accident, misuse, or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

The laws of certain states or other jurisdiction do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

Assignment

We may assign all or part of this agreement without such assignment being considered a change to the agreement, and without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

Entire Agreement, Construction

This agreement is the complete and exclusive statement of agreement between you and SAS MFG Inc., and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

Inquiries or Questions

If you have any questions regarding this agreement or your SAS Gift Certificate, email SAS at the above email address.

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