



1. Scope of Applicability

1.1 These General Terms and Conditions of Sale (referred to as "GTCS") apply to all sales of goods by Sewn Tactics, LLC. This applies regardless of any conflicting, contrary, or additional terms and conditions found in any purchase order or other communication from you. Any such conflicting, contrary, or additional terms will only be accepted by Sewn Tactics, LLC if we expressly confirm our acceptance in writing.

1.2 We retain the right to change these GTCS at any time. Notification of any changes will be sent via email or posted on our website 30 days prior to the changes taking effect.

2. Offers, Purchase Orders and Order Confirmations

2.1 All offers made by Sewn Tactics, LLC are valid for acceptance within fifteen calendar days from the date of issue, unless otherwise specified, and are subject to the availability of the goods offered.

2.2 All purchase orders issued by you must include at a minimum the following details: the type and quantity of goods requested, applicable unit prices, the delivery location, and the requested delivery dates. A purchase order will not be considered binding for Sewn Tactics, LLC unless it has been confirmed in writing by Sewn Tactics, LLC.

3. Prices and Terms of Payment

3.1 The prices for goods will be as stated in our order confirmation. All prices exclude taxes, fees, and other charges, including but not limited to sales tax, excise tax, value-added tax, and any similar taxes or charges imposed by government authorities.

3.2 Payment terms will be clearly stated on each order confirmation.

3.3 You are required to submit financial information periodically as reasonably requested by Sewn Tactics, LLC for the establishment or continuation of payment terms. We reserve the right to change the agreed payment terms at any time, without prior notice, at our discretion. This may include requiring payment in cash in advance, cash on delivery, a bank guarantee, a letter of credit, or other payment methods.

3.4 If you do not pay any invoice within five calendar days after the due date, we may suspend the delivery of any purchase order or any remaining balance of that order until payment is received. Alternatively, we may terminate the delivery of any purchase order or remaining balance by providing you with written notice of termination within seven calendar days following the expiration of the grace period. Additionally, we may charge you interest at a rate of 2% per month from the due date until the payment is made. This interest charge is in addition to any other rights or remedies to which we are entitled under the law or in equity.

3.5 The title to the goods delivered will remain with Sewn Tactics, LLC, and will not transfer to you until the goods are paid for in full. If you do not pay any invoice within fourteen calendar days of its due date, we have the right to reclaim the goods specified in the invoice. Sewn Tactics, LLC, will ensure that all goods are covered for their full replacement value until the title is transferred to you.

4. Terms of Delivery and Late Delivery

4.1. The delivery dates for goods will be specified in our order confirmation. If we do not deliver the goods within fourteen calendar days of the agreed-upon delivery date, you have the right to terminate the relevant purchase order, either in whole or in part (specifically for the goods affected by the delay). To do so, you must provide written notice of termination to Sewn Tactics, LLC within seven calendar days after the end of the grace period. Additionally, you may claim damages for any losses incurred due to the delay, subject to the limitations on liability outlined below. These remedies will be your exclusive options for late delivery.

5. Acceptance of goods

5.1 You must inspect delivered goods upon receipt. You are considered to have accepted the delivered goods unless Sewn Tactics, LLC receives written notice of rejection, specifying the reasons for rejection, within five calendar days after delivery..

6. Warranty

6.1 We guarantee that upon delivery and for a period of six months from that date, the goods purchased will conform in all significant respects to the applicable manufacturer's specifications and will be free from material defects in workmanship, materials, and design under normal conditions of use at Sewn Tactics, LLC. This warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accidents, or abuse by anyone other than Sewn Tactics, LLC.

6.2 Regarding goods that do not conform to the warranty, our liability is limited to one of the following options, at our discretion: (i) a refund of the purchase price for the goods, minus a reasonable amount for Sewn Tactics, LLC; (ii) repair of the goods; or (iii) replacement of the goods. Please note that the goods must be returned to Sewn Tactics, LLC, along with acceptable proof of purchase, within fourteen calendar days after you discover or should have discovered the non-conformity.

6.3 We do not offer any other warranties, either express or implied, concerning the goods delivered under this agreement. This warranty represents our only obligation in relation to any nonconformity of the delivered goods (except for issues of title). Specifically, we do not guarantee the merchantability of the goods or their suitability or fitness for any particular purpose.

7. Intellectual Property Rights Infringement

7.1 If any goods delivered under this agreement are found to infringe on a third party's patent, utility model, design, trademark, or other intellectual property rights, and you are prohibited from using these goods by Sewn Tactics, LLC, we will, at our discretion and expense, take one of the following actions: (i) obtain the right for you to continue using the goods; (ii) replace the goods with non-infringing substitutes, provided that these substitutes do not materially reduce performance or functionality; (iii) modify the goods to render them non-infringing; or (iv) refund the purchase price of the goods, minus a reasonable amount for usage. This statement outlines our sole liability regarding any infringement of intellectual property rights.

8. Limitation of Liability

8.1 Neither Sewn Tactics, LLC nor its affiliates will be responsible for any indirect, special, incidental, consequential, or punitive damages of any kind. This includes, but is not limited to, costs related to business interruptions, loss of profits, removal and/or reinstallation expenses, procurement costs, loss of data, damage to reputation, or loss of customers. If you have a claim against Sewn Tactics, LLC, your recovery will be limited to the purchase price of the goods associated with that claim, regardless of the nature of the claim—whether based on contract, tort, warranty, or any other grounds.

8.2 We will not be responsible for any claims that arise from our adherence to your designs, specifications, or instructions. This also applies to any repairs, modifications, or alterations made to the goods by anyone other than Sewn Tactics, LLC, or any combination of Sewn Tactics, LLC with other products.

9. Force Majeure

Neither party will be held liable for any delay or failure to fulfill their obligations due to events or circumstances that are beyond their reasonable control. These events include, but are not limited to, acts of God, acts of war, fires, insurrections, strikes, lockouts, major labor disputes, riots, earthquakes, floods, explosions, or other natural disasters.

The affected party's obligations and rights will be extended on a daily basis for the duration of the interruption. Once these events have ended, both parties' obligations will resume. If the interruption of a party's obligations lasts for more than thirty calendar days, either party may terminate the relevant contract(s) without liability, provided they give thirty calendar days' written notice to the other party.

10. Miscellaneous

10.1 The United Nations Convention on Contracts for the International Sale of Goods does not apply to these GTCS or to any sales contracts entered into by Sewn Tactics, LLC.

10.2 No waiver of any provision of these General Terms and Conditions (GTCS) shall imply a waiver of any other provisions or of the same provision on a different occasion. Additionally, if either party fails to enforce any provision of these GTCS, it does not mean that they have waived that provision or any other provisions within the GTCS.

10.3 If any part of these General Terms and Conditions (GTCS) is found by a court with proper authority to be illegal, invalid, or unenforceable, that part may be altered by the court to align with legal requirements while reflecting the intent of the parties involved. All other terms and conditions of these GTCS will continue to be in full force and effect and will be interpreted in line with the modified provision..

10.4 These General Terms and Conditions of Sale (GTCS), along with all sales contracts made between Sewn Tactics, LLC, shall be governed by and interpreted in accordance with the laws of the United States, without regard to any choice of law or conflict of law provisions. Any lawsuits, actions, or proceedings initiated by Sewn Tactics, LLC against the other party must be filed exclusively in the competent courts of the United States. However, this does not affect our right to file lawsuits, actions, or proceedings in any other court that would have jurisdiction if this provision were not included in the GTCS.