

Terms and Conditions

Agreement between User and pavashotinc.com

Welcome to pavashotinc.com. The pavashotinc.com website (the "Site") is comprised of various web pages operated by Pavashot Inc. ("Pavashot"). pavashotinc.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of pavashotinc.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

pavashotinc.com is an E-Commerce Site.

From the beginning, Pavashot's mission has been to create reliable, cutting-edge products that provide safety and peace of mind for our customers. Our products provide unmatched levels of consistency and power while embracing a simple and easily concealed design, making Pavashot perfect for law enforcement and civilians alike. Pavashot provides a market of personal self-defense devices that are designed to keep our users safe in all situations.

Electronic Communications

Visiting pavashotinc.com or sending emails to Pavashot constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Pavashot is not responsible for third party access to your account that results from theft or misappropriation of your account. Pavashot and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Pavashot does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use pavashotinc.com only with permission of a parent or guardian.

Cancellation/Refund Policy

Pavashot, will accept for return or exchange, items that are in new condition, unworn, unaltered and free of damages by the customer. For a full refund or exchange, mail out your item within 21 days from the receipt of original order. Items must be returned with all other commodities and must be in their original packaging

Where to Mail?

9301 Roberts Rd. Woodburn, IN 46797

Links to Third Party Sites/Third Party Services

pavashotinc.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Pavashot and Pavashot is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Pavashot is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Pavashot of the site or any association with its operators.

Certain services made available via pavashotinc.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the pavashotinc.com domain, you hereby acknowledge and consent that Pavashot may share such information and data with any third party with whom Pavashot has a contractual relationship to provide the requested product, service or functionality on behalf of pavashotinc.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use pavashotinc.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Pavashot that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Pavashot content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Pavashot and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Pavashot or our licensors except as expressly authorized by these Terms.

NO USER SHALL UNDERTAKE ANY ACTION TO LINK YOUR SITE TO ANY OTHER SITE WITHOUT YOUR EXPRESS WRITTEN CONSENT.

International Users

The Service is controlled, operated and administered by Pavashot from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Pavashot Content accessed through pavashotinc.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Pavashot, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Pavashot reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Pavashot in asserting any available defenses.

BUYER'S ACKNOWLEDGMENT, CERTIFICATION, WAIVER, AND INDEMNIFICATION RELATED TO THE USE OR MISUSE OF PRODUCTS PURCHASED FROM PAVASHOT.

PAVASHOT is not responsible for any physical harm or damage from the use or misuse of any devices or rounds purchased from us.

By using the Services, including purchasing any product, including a self-defense device or self-defense projectiles from us, you understand that Pavashot does not warrant that you may legally purchase, possess, or carry these products according to any state or local laws. By purchasing a Pavashot device the buyer represents that buyer is at least 18 (21 if required by local law), that he is not prohibited from owning or using a device under relevant state or local law or regulation or pursuant to any court order, that he intends to use his Pavashot device solely for self-defense, that he understands and agrees to comply with all state and local laws related to its ownership, possession, and use, and that he will read all packaging, manuals and labels, comply with all safeguards and notices, and follow all instructions and warnings. The buyer, on behalf of himself and on behalf of his employers, employees, agents, executors, successors, and heirs, waives any and all claims whatsoever, whether at law or in equity (and including any claim of negligence or torts), against Pavashot, and all of its subsidiaries, affiliates, parents, directors, officers, successors and assigns, arising from or related to his purchase, ownership, use, or discharge of its products. Moreover, the buyer, on behalf of himself and any of his executors, successors and heirs, expressly agrees to all waivers and indemnities provided in the Terms of Service, including without limitation to indemnify and hold harmless Pavashot, and all of its subsidiaries, affiliates, parents, directors, officers, successors and assigns against any and all claims and expenses (including attorneys' fees) whatsoever resulting directly or indirectly from the purchase, ownership, and use or misuse of the item in compliance or in violation of federal, state, or local laws or regulations.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Class Action Waiver

The Parties agree that any Dispute arising out of or related to these Terms or the Sites (including products purchased) is personal in nature between them, and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding or be joined with any other proceeding. The Parties further agree that there will be no class arbitration or arbitration in which any individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, the Parties agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals and that no arbitrator will have the power to vary any of these waiver provisions.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PAVASHOT INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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Termination/Access Restriction

Pavashot reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Indiana and you hereby consent to the exclusive jurisdiction and venue of courts in Indiana in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Pavashot as a result of this agreement or use of the Site. Pavashot's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Pavashot's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Pavashot with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Pavashot with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Pavashot with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Pavashot reserves the right, in its sole discretion, to change the Terms under which pavashotinc.com is offered. The most current version of the Terms will supersede all previous versions. Pavashot encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Pavashot welcomes your questions or comments regarding the Terms:

Pavashot Inc.
9301 Roberts rd.
Woodburn, Indiana 46797

Email Address:
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Telephone number:
2606573701

Effective as of November 29, 2021