

## TERMS AND CONDITIONS OF ACCESS AND USE

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An ATK Site may adopt terms and conditions of use particular to the purpose of a particular ATK Site. The separate terms and conditions, if any, of a particular ATK Site, shall control in the event of a conflict with this Agreement. Otherwise, this Agreement shall apply to the entire network of ATK Sites, and control its access and use thereof. If you do not agree to these terms and conditions of access and use, you should not access or use any ATK Site.

By accessing or using an ATK Site, you intend to and expressly agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference. ATK reserves the right to change or modify any of the terms and conditions contained in this Agreement, an ATK Site, any policy or guideline of an ATK Site, at any time and in its sole discretion without further notice. Any changes or modification will be effective upon including the revisions and changes on an ATK Site. Your continued use of an ATK Site following the changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review the ATK Sites' terms and conditions, and applicable policies from time-to-time to understand the terms and conditions that apply to your access and use of an ATK Site and ATK Sites. If you do not agree to these terms and conditions of access and use, you should not access or use any ATK Site.

### 1. General Terms

- a. Use of Site. Subject to your agreement to the terms and conditions of this Agreement including the Privacy Policy which is incorporated herein by reference, ATK grants you a limited non-exclusive revocable license to access and make personal and non-commercial use of this ATK Site, provided you do not modify, alter, or download (other than page caching) any portion of it unless otherwise specifically provided herein or you have obtained written authorization in advance from ATK. The permission granted to you shall terminate automatically and immediately if you breach any of the terms and conditions set forth in this Agreement. ATK reserves the right to modify or remove any materials, products, or services listed on this ATK Site at any time without further notice. All rights not expressly granted herein, are expressly reserved by ATK, ATK's subsidiaries, and related companies.
- b. Prohibited Use of Site. You shall not make any commercial use of this ATK Site or its contents, product listings, descriptions, or prices. You further agree not to download or copy any content or product information for the benefit of any third party or use any data mining, robots, or similar data gathering and extraction tools. This ATK Site, or any portion of this ATK Site, may not be reproduced, duplicated, copied, displayed, sold, resold, visited, or exploited for any commercial purpose without the express written consent of ATK. You agree not to interfere, disrupt, or attempt to gain unauthorized access to this ATK Site, an ATK Site, the ATK Sites, or any other related computer network. You further agree not to disseminate, store, or transmit

viruses, Trojan horses, or any malicious code or program or engage in any other activity deemed by ATK to be in conflict with the spirit or intent of this Agreement. You agree to use this ATK Site only for lawful purposes. You are prohibited from posting on or transmitting through this ATK Site any material or content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or offensive, or that is otherwise objectionable, including, but not limited to, any material or content encouraging conduct that may constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

- c. Equipment. You shall be solely responsible for providing, maintaining, and ensuring compatibility with this ATK Site including all hardware, software, electrical and other physical requirements for your use of this ATK Site, including, without limitation, telecommunications, Internet access connections, web browsers or other equipment, and programs and services required to access and use this ATK Site.
- d. Correction of Errors and Inaccuracies. The information on this website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at an time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We apologize for any inconvenience this may cause you.
- e. Confirmed Prices. We cannot confirm the price of an item until your order enters the shipping process, nor will we charge your credit card until your order enters the shipping process. Please note that your Order Acknowledgment means that your order request has been received; it does not mean that your order has been shipped or that the price of an item has been confirmed.
- f. Miss-priced Items. Despite our best efforts, a small number of the items on our Web site may be miss-priced. Rest assured, however, that we verify prices as part of our shipping procedures.
  - If an item's correct price is lower than our stated price, we charge the lower amount and ship you the item.
  - If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.
- g. Online Transactions. We make available products for purchase through the Web site, and we may use third-party suppliers and service providers to enable e-commerce functionality on the Web site. If you wish to purchase any product made available through the Web site (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to BLACKHAWK! the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You agree to pay all charges that may be incurred by you or on your behalf through the Web site, at the price(s) in effect

when such charges are incurred, including without limitation any shipping and handling charges applicable to the Transaction. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

- i. Return Policy. Returns must have a prior factory return merchandise authorization (RMA) and are subject to a 25% restocking/handling fee. Custom made to order items, discontinued and clearance items are not returnable. All returns must meet the following conditions:
- The product must be returned within thirty (30) calendar days of delivery.
  - The product must be returned unused, complete and in its original packaging, unless there is a manufacturer's defect.
  - The product being returned must be accompanied with a copy of the original invoice.
- You are responsible for any shipping, handling and insurance costs associated with the return. For your protection we suggest all returns be sent back by a traceable carrier such as UPS or Registered or Insured USPS. BLACKHAWK! is not responsible for product lost in shipment.
- j. Delivery. Prices are exclusive of shipping costs. Oversized and extremely heavy items are marked on their product information pages as requiring a special delivery charge. The delivery charge varies depending on the size and weight of the item. These charges will be included in the Shipping and Handling of your order. The risk of loss and title to products purchased on the Site pass to the purchaser upon delivery to the carrier.
- k. Compliance with Laws. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. In addition, you acknowledge that any goods sold on the Site may be subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing export-controlled goods, you agree to abide by the applicable laws, rules and regulations including, but not limited to, the Export Administration Act and the Arms Export Control Act, and you represent and warrant that you will not transfer such goods to a foreign national or a foreign destination in violation of the law.
- l. Privacy. ATK does not sell or rent your personal information to third parties for their marketing purposes without your consent and we only use your information as described in the Privacy Policy. Our current Privacy Policies are incorporated herein by reference. The Privacy Policy applicable to [www.atk.com](http://www.atk.com) is available at <http://www.atk.com/>. The Privacy Policy applicable to the following listed websites is available at <http://glarp.atk.com/policies/PrivacyPolicy.html> :

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900 Bob Ehlen Drive, Anoka, MN 55303, 763-323-2300, Brenda.Ekre@ATK.com, fax: 763-323-3868.

### **3. Submission of Confidential Information**

Do not use this ATK Site as a means of submitting information you consider to be confidential or proprietary, unless you are placing an order in which case some personal information is required. Except as otherwise expressly provided herein or in a written agreement with ATK applicable to your particular use of an ATK Site, any submission of material by you will be considered a contribution to ATK for further use in its sole discretion, regardless of any proprietary claims or reservation of rights noted in the submission. Accordingly, you agree that any material, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, photos, original or creative materials or other information, provided by you in the form of e-mail or submissions to ATK, or postings on this ATK Site, are non-confidential (subject to the ATK Privacy Policy) and shall become the sole property of ATK. ATK shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of this material for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any material to ATK irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

### **4. Links**

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If a third party links to this ATK Site, it is not necessarily an indication of endorsement, affiliation, relationship, or sponsorship by or with ATK. ATK may not even be aware that a third party has linked to this ATK Site.

### **5. Investment Information**

This ATK Site, and any market and financial information, news, analysis, opinions, and research reports (collectively "Investment Information") issued by ATK through this ATK Site, may contain statements which constitute forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements made as to future operations, costs, capital expenditures, cash flow, improvements in infrastructure, distribution and replenishment systems and operating efficiencies, sales and earnings estimates or trends and expansion plans and projections. These forward-looking statements are based on our current expectations. Known and unknown internal and external risks and uncertainties may cause the actual results to be materially different from those expressed in or implied by the forward-looking statements. ATK is required to file

periodic and special reports, proxy statements and other information with the Securities Exchange Commission ("SEC") under the Securities Exchange Act of 1934. Please review this information for updated information as to our company. This information is available either on our website or at the SEC website at <http://www.sec.gov/>.

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## **6. Disclaimer of Warranties**

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## **7. Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL ATK OR ITS SUBSIDIARIES, RELATED COMPANIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THIS ATK SITE, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THIS ATK SITE, ANY CHANGES TO OR INACCESSIBILITY OF THIS ATK SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THIS ATK SITE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THIS ATK SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE.

## **8. Indemnification**

You agree to indemnify, hold harmless, and defend ATK, its subsidiaries, related companies, affiliates, directors, officers, employees, successors, assigns, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of, or relating to: (i) this Agreement; (ii) your use of this ATK Site, including any data or work transmitted or received by you; and (iii) any prohibited use of this ATK Site as set forth in Section 1.b.

## **9. Termination**

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. ATK reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (i) remove or disable access to all or any portion of this ATK Site; (ii) suspend your access to or use of all or any portion of this ATK Site; and (iii) terminate this Agreement. Sections 1, 2, 3, 4, 6, 7, 8, 9, and 10, shall survive any termination of this Agreement.

## **10. Miscellaneous**

- a. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- b. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.
- c. Law. This Agreement is made in and shall be governed and construed by the laws of the State of Minnesota, United States of America, without reference to conflicts of laws. If you access this ATK Site from locations outside Minnesota or the United States, you are voluntarily and purposefully availing yourself of the laws of the State of Minnesota, United States of America, and you are solely responsible for compliance with all your local laws. Access to this ATK Site from locations where this ATK Site's contents may be unlawful is prohibited.



- d. Forum. All actions, claims, or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located in Hennepin County, Minnesota. You irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over you by the federal and/or state courts in Hennepin County, Minnesota. You hereby irrevocably waive any and all objections which you may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in Hennepin County, Minnesota and to the laying of venue of any such suit, action, or proceeding brought in any such federal or state court in Hennepin County, Minnesota.
  
- e. Headings. The captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement.
  
- f. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.