

Customer Number: _____
Company Name: _____
Address: _____
Phone Number: _____
Order Number: _____

CENTURY®
World Leader in Martial Arts Since 1976

RETURN & EXCHANGE POLICY

New merchandise, excluding books AND DVDs, that has not been washed, worn, altered, soiled and is still suitable for resale, may be returned within 30 days of purchase. Pending inspection, an exchange, refund or credit in the original form of payment, excluding shipping, will be issued. After 30 days products will not be accepted for return or exchange. All merchandise sold as sets must be returned as sets. No returns are allowed on custom or clearance items.

You can return your item by shipping to our Customer Returns department or in person to our showroom at 1000 Century Blvd, Oklahoma City, OK.

Important – Check for damage upon receipt! If your shipped package is damaged, please call your carrier to file a claim.

Century Customer Service/Returns Toll Free – 1-800-626-2787

Before sending your return or if you have any questions regarding our Return and Exchange Policy, please contact Century Customer Service Team Mon – Fri 7:00 AM – 8:00 PM and Sat 9:00 AM- 4:00 PM Central Time (US).

Important! All shipping fees, to & from Century, are the responsibility of the customer and are non-refundable.

RETURNS PROCESS

- 1) This form or a copy of this form MUST accompany your return. Circle the item you wish to return on the front side of this form.
- 2) Circle appropriate action: Exchange Refund Other _____
- 3) Circle Reason for return: Don't Want Wrong Item/Defective
- 4) For exchanges, complete the order section below. Call Century 1-800- 626-2787, for all applicable fees.

Order Section	Item #	Description	Size	Color	Qty	Unit Price	Total Amount
Method of Payment (circle one)							
Check		Money Order		Credit Card		S & H	
Orders paid by check will be held 10 working days.				If Credit Card is chosen as payment type a Century Customer Service representative will contact you for credit card information upon receipt of this form.		Sales Tax	
						Order Total	
						Less Credit Due	
						Amount Due	

- 5) Pack your return securely and include this form. Return via UPS, Fed Ex Ground, or insured parcel post to:
Century Customer Returns * 1000 Century Boulevard * Oklahoma City, OK 73110-7942

IMPORTANT!

ALL CHECKS RETURNED for insufficient funds will be electronically debited for the face value of the check plus a returned processing fee as allowed by state law.

TERMS & CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SALES. PLEASE REVIEW CAREFULLY. THESE TERMS AND CONDITIONS INCLUDE LIMITED WARRANTIES, AND DISCLAIMERS OF LIABILITY AND ARBITRATION PROVISIONS. KEEPING AND USING YOUR PRODUCT INDICATES YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT WISH TO AGREE TO THESE TERMS, YOU HAVE 14 DAYS FROM DATE OF PURCHASE TO RETURN THE UNUSED PRODUCT.

HIGH RISK ACTIVITY

Products sold through the **Century** website, catalog or otherwise, include equipment and gear for martial arts, weight training, boxing, fitness, fencing and demonstration. Participation in any of these activities should be considered a high-risk sports activity. Your participation in any of these activities is at your own risk. You agree to consult with your personal physician before participating in any of these high-risk activities. Read and follow specific warnings and instructions on products and in product literature or inserts. Save these documents for reference.

MARTIAL ARTS WEAPONS: WARNING

Products sold under the Weapons category on the **Century** website or catalog are intended for demonstration or display as a collection item only. Use and misuse of Martial Arts weapons involves serious risks, including injury, disability and death.

Weapons are sold only for training under expert supervision, for demonstration of forms, collection or display. Inspect weapons before each use to ensure they are in proper condition. If any unsafe condition is observed, do not use the product. Do not use weapons for sparring or contact. Sales of certain items are governed by local, state, federal and international law. It is the buyer's responsibility to check all applicable law concerning use, ownership, legal age and possession of any product offered by **Century, LLC**. By purchasing any item, the buyer warrants compliance with all local, state, federal and international law, and that the buyer is legally able to purchase and sell all items being purchased from the **Century** website or catalog. **Century, LLC** disclaims any and all liability related to improper, illegal, unintended use or modification of weapons sold through the website or catalog. The purchaser, user or participant assumes all risk of injury from any use. No weapons are sold to anyone under 18 years of age without parental consent. Weapons and items over 42" cannot be sent out of the United States. Some weapons may be prohibited in your area. Please check state statutes and local ordinances before ordering.

ASSUMPTION OF THE RISK

By buying **Century** products, you understand and agree that martial arts, boxing, fitness, weight lifting and demonstrations are high risk activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT of **Century, LLC** including but not limited to equipment malfunction from whatever cause, or any other fault of **Century, LLC**. Additionally, you agree to indemnify, defend and hold **Century, LLC** harmless from any third party claims arising from such High Risk Activities or Martial Arts Weapons or any other **Century** product.

LIMITED REPLACEMENT WARRANTY

Century, LLC warrants its products to be free from defects in materials and workmanship for a period of 90 days from date of purchase, provided they have not been subjected to obvious abuse, neglect or misuse. **Century, LLC** sole liability is limited to repairing or replacing products that are returned prepaid to **Century, LLC** within this 90-day period, unless specific product literature specifies otherwise.

WARRANTY DISCLAIMER

THE ABOVE STATED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS AND LIABILITIES OF CENTURY, LLC. CENTURY, LLC NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF PRODUCTS FROM ITS WEBSITE, CATALOG OR OTHERWISE. THE ABOVE LIMITED WARRANTIES SHALL NOT APPLY TO ANY PRODUCT WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE, THE TERM "ORIGINAL PURCHASER" AS USED IN THIS WARRANTY MEANS THE PERSON TO WHOM THE PRODUCT IS ORIGINALLY SOLD AS SHOWN ON THE SALES INVOICE. THESE WARRANTIES SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE UNITED STATES AND CANADA.

LIMITATION OF LIABILITY

As set forth above under the limited warranty provisions, **Century, LLC** liability is limited to repair or replacement of its products which are returned to it prepaid in the specified period of time. In no event shall **Century, LLC** liability exceed the value of the products sold. **Century, LLC** shall not be liable for any special or consequential damages that result from the use of any product sold through this website or through its catalog. Applicable law may not allow the limitation or exclusion of liability of special or consequential damages so the above limitation or exclusion may not apply to your purchase, but it is intended to be the maximum limitation as permitted by law.

WARNING

Use and misuse of products sold through the **Century** website, catalog or otherwise, involves serious risks including injury, disability and death. Purchasers, users and participants assume all risk of injury. **Century, LLC** cannot and will not be responsible for the misuse or unauthorized and improper use of products sold through the **Century** website, catalog or otherwise.

GENERAL DISCLAIMER

Product descriptions, typographic, pricing and photographic errors are unintentional and subject to correction. We regret, but are not liable for such errors. **Century, LLC** reserves the right to reject any orders placed for a product listed at an incorrect price. If you discover an error in our website or catalog, please let us know.

APPLICABLE LAW AND ARBITRATION OF DISPUTES

Your order from www.CenturyMartialArts.com or from the **Century** catalog shall be governed in all respects by the laws of the State of Oklahoma, U.S.A. without its choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. The State of Oklahoma's law governing "Sales," as found in Title 12A of the Oklahoma Statutes has specific application to goods sold by **Century** to you, subject to disclaimers and limitations of liability set forth herein. You agree that jurisdiction and venue in any proceeding directly or indirectly arising out of or relating to the purchase of goods from **Century, LLC** not exceeding \$4500.00 will be in the small claims division of District Court of Oklahoma County, Oklahoma. You agree that any dispute or controversy arising out of or relating to the purchase of goods from **Century, LLC** exceeding \$4500.00 shall be resolved exclusively and finally by arbitration subject to the provisions of the Uniform Arbitration Act as enacted in Oklahoma, as found in the Oklahoma statutes at Title 12. Such arbitration shall occur in Oklahoma County, Oklahoma before a sole arbitrator. Any award rendered in any such arbitration proceeding shall be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. Any cause of action or claim you may have with respect to the purchase of **Century** products or any other claim related to the use of the website or catalog must be commenced within one (1) year after the claim or cause of action arises. **Century, LLC** failure to enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any of these terms and conditions.

NOTICE OF DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

The terms and conditions of all sales by Century, LLC provide that all disputes between you and Century will be resolved by BINDING ARBITRATION.

You GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract except for matters that may be taken to THE SMALL CLAIMS COURT OF OKLAHOMA COUNTY, OKLAHOMA.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. FOR MORE DETAILS, SEE "APPLICABLE LAW AND ARBITRATION" ABOVE.

Prices Subject To Change Without Notice