

## **1 Definitions**

1.1 The terms and phrases defined in these General Terms and Conditions of Sale have – where indicated by an initial upper-case letter – the meaning hereafter conventionally assigned: (a) ‘Customer’: the person, natural or legal, acting in their entrepreneurial, commercial or professional capacity, in favour of whom the transfer of ownership of a good produced or marketed by Caesar Guerini is finalised; (b) ‘GTC’: the terms and conditions set forth herein; (c) ‘Parties’: Caesar Guerini and the Customer jointly; (d) ‘Product’ or ‘Products’: any goods produced and/or marketed by Caesar Guerini as shown in the company's price list in force at the time of conclusion of the sale contract, with the exception of the goods contained in the Point of Purchase Catalogue; (e) ‘End Customer’: the person, natural or legal, to whom the Product is sold by the Customer; (f) ‘Third Party’: any person, natural or legal, who is neither Caesar Guerini, nor the Customer, nor the End Customer.

## **2 Scope of application**

2.1 The GTC shall apply to all supplies of Products in any capacity by Caesar Guerini.

2.2 Any derogations and/or amendments to the GTC shall only be valid if specifically agreed in writing between Caesar Guerini and the Customer.

## **3 Orders – cancellation and modification**

3.1 The receipt of an order does not bind Caesar Guerini until it has expressly accepted the order. Orders are deemed accepted by Caesar Guerini upon receipt by the Customer of written confirmation from Caesar Guerini.

3.2 Each order shall relate exclusively to the Products expressly specified therein. Any lists or descriptions of the Products made verbally or by reference to documents other than the order (except those expressly referred to and approved by Caesar Guerini) shall be deemed invalid.

3.3 Orders duly accepted by Caesar Guerini may not be cancelled or modified by the Customer unless approved in writing by Caesar Guerini, which it reserves the right, at its own discretion, to accept or refuse the modification. In the event of cancellation or modification of the order by the Customer, Caesar Guerini reserves the right to withhold any sums received from the Customer in connection with the order, without prejudice to the right to compensation for any damages suffered and to be suffered.

## **4 Prices**

4.1 All prices are in Euro, exclusive of VAT, freight and any other services/goods not expressly specified in the order.

4.2 The prices indicated in the official price list in force at the time of the order are not binding. The Customer accepts Caesar Guerini's right to change its prices at any time. In any case, the Product shall be invoiced on the basis of the prices indicated in the order confirmation email sent by Caesar Guerini to the Customer.

## **5 Payments – late payments**

5.1 The Customer is obliged to pay in the form and within the time limits established by Caesar Guerini. Caesar Guerini may request payment in advance, before delivery of the Products, by bank transfer.

5.2 The Customer shall not be entitled to suspend or delay payments in the event of any dispute, claim or delay in the delivery of the Products, this clause being deemed to be a waiver of the right to raise objections pursuant to Article 1462 of the Civil Code.

5.3 If the Customer is in arrears with payments or, in any case, defaults on any obligation, Caesar Guerini shall be authorised to suspend deliveries in progress as well as the execution of any further orders by the Customer, even if already confirmed.

5.4 Late payments shall be subject to statutory default interest.

## **6 Delivery methods and times**

6.1 The Customer shall collect the Products at the place indicated by Caesar Guerini. All transport and related insurance costs shall be quoted and invoiced by Caesar Guerini and borne entirely by the Customer.

6.2 Any discrepancies between the Products delivered and the type and/or quantity indicated in the order must be notified in writing to Caesar Guerini within 10 (ten) working days from the date of delivery. Otherwise, the Products delivered shall be deemed to conform to those ordered.

6.3 Regardless of the agreed return, method and cost of transport, the delivery and the consequent transfer of risks shall be deemed to have taken place, in any case and to all effects, with the loading of the Products onto the means of transport at Caesar Guerini's site.

6.4 Delivery deadlines are to be considered merely indicative and shall in no case have the nature of an essential deadline. Except in the case of wilful misconduct or gross negligence, therefore, any delays in delivery shall not entail any liability on the part of Caesar Guerini.

### **7 Reservation of title**

7.1 The Products supplied remain the full property of Caesar Guerini until the date on which the Customer has paid the full price for them and all sums due to Caesar Guerini. Until then, the Products can be claimed by Caesar Guerini wherever they may be found.

7.2 In the event that, in the Customer's country of domicile, it is necessary, for the validity of the reservation of title in favour of Caesar Guerini, to carry out administrative or legal formalities such as, by way of example but not limited to, the registration of the Products in public registers, or the affixing of seals, etc., the Customer agrees as of now to cooperate with Caesar Guerini and to take all the necessary steps to ensure the valid right of Caesar Guerini with reference to the reservation of title.

### **8 Product changes**

8.1 Caesar Guerini reserves the right to make improvements or changes to the Products at any time, at its discretion and without prior notice. The descriptions, illustrations and contents of catalogues, brochures, the website caesarguerini.it etc. are merely indicative and not binding.

### **9 Testing and liability.**

All firearms manufactured by Caesar Guerini are tested at the Banco Nazionale di Prova per le Armi da Fuoco Portatili (National Proof House for Small Firearms) according to international standards (C.I.P.). Caesar Guerini accepts no liability for any damage to persons or property resulting from the use of the firearms supplied. The measurements given for each firearm supplied are within Caesar Guerini's manufacturing tolerances.

### **10 Warranty - Returns and Repairs**

10.1 Caesar Guerini warrants, under the terms and conditions specified below, that the Products are free from defects that prevent their normal use or significantly diminish their value and that they conform to the technical and performance characteristics required by law or specifically agreed upon in writing with the Customer.

10.2 The warranty operates for a period of three (3) years from the date of delivery of the Products to the End Customer and may in no event be suspended or extended as a consequence of non-use of the Products, even if due to repair work under warranty.

10.3 The warranty is therefore valid in favour of the End Customer who purchases the Product from the Customer, who, in order to benefit from the warranty, is required to fill in the purchase certificate accompanying the Product and send it by registered mail to Caesar Guerini within ten days of purchase. Alternatively, purchase registration can be made through the official website caesarguerini.it. Returns and Products under repair, to be returned or delivered to Caesar Guerini by the Customer or the End Customer shall be accompanied by the public security documents required by Italian law, in addition to the invoice or receipt issued by the Customer at the time of sale of the Product to the End Customer.

10.4 The Customer and the End Customer shall forfeit the guarantee if they do not report the defects in writing to Caesar Guerini within 10 (ten) days of their discovery.

10.5 The guarantee shall be excluded and unenforceable if the Product defects are attributable to: (a) inappropriate or improper use of the Product, contrary to the prescriptions contained in the user and maintenance manual supplied in the original packaging of the Product and in any case downloadable from the official website [caesarguerini.it](http://caesarguerini.it); (b) incorrect assembly and/or installation of or tampering with the Product by the Customer, the End Customer or Third Parties; (c) normal wear and tear; (d) incorrect or negligent treatment of the Product; (e) inadequate maintenance; (f) unforeseeable circumstances and/or force majeure.

10.6 In the event of valid and timely notification of defects by the Customer and the End Customer, Caesar Guerini, at its own discretion and in accordance with its technical standards, may repair or replace the Product or the defective parts thereof free of charge or, alternatively, refund the Customer the price paid for the defective Product.

10.7 Product returns must be authorised in advance in writing by Caesar Guerini and, in the event, the Products shall be delivered exclusively to the place indicated by Caesar Guerini, by the Customer or the End Customer, who shall bear the costs and risks of transport. The costs of returning the goods to the Customer or the End Customer shall be borne by the Customer or End Customer.

### **11 Force majeure**

11.1 If, during the course of the supply, cases of force majeure should occur that increase the costs, Caesar Guerini reserves the right to change the prices of the Products, notifying the Customer in writing.

11.2 In all cases of force majeure, strikes, epidemics, pandemics, wars, fires, floods, interruptions or delays in transport, objective impossibility of procuring materials on the market, legal measures preventing, limiting or delaying the production and/or marketing of the Products, Caesar Guerini shall be free from any and all obligations relating to delivery, without this entitling the Customer to terminate the order and/or compensation for damages, including indirect damages, suffered by the Customer. Caesar Guerini reserves the right to cancel the order in any case.

### **12 Privacy Policy**

12.1 By placing the purchase order, the Customer consents to the processing of personal data, pursuant to Article 13 GDPR - Regulation (EU) 2016/679, after viewing the specific privacy statement available in extended version on the website [caesarguerini.it](http://caesarguerini.it). The processing, storage, and transmission of personal data is carried out with the observance of all precautionary measures guaranteeing their security and confidentiality, in accordance with the GDPR, for the sole purpose of being able to fulfil effectively the obligations provided for by law and by civil and tax regulations connected with the company's economic activity, including the management of receipts and payments deriving from the performance of contracts.

### **13 Applicable law - competent court**

13.1 This agreement shall be governed by and construed in accordance with the laws of Italy.

13.2 Any disputes that may arise between the Parties shall be subject to the exclusive jurisdiction of the courts of Brescia (Italy).