

GENERAL SALES TERMS AND CONDITIONS

- 1) **OBJECT:** G.A.C. Rifles s.r.l. , represented here by its legal representative, with head-office in Angolo Terme (BS) I-25040 Località Bià Sot no. 15 (VAT/EORI IT03358220980) Italy, hereinafter referred to as “GAC”, will supply and manufacture the product/goods indicated in the Order form attached to the present contract, which forms an integral part thereof, on behalf of the Customer identified in the same Order form.

- 2) **VALIDITY OF CONTRACT:** The present contract shall be valid upon GAC accepting the order formulated by the Customer using the proper Order form; any prior correspondence between the parties, is not binding to the validity of the contract.
After 10 days since order acceptance, no changes and/or additions to the Order form will be possible by the Customer.

- 3) **POSSIBLE CHANGES TO THE PRODUCT/GOODS:** GAC undertakes to immediately communicate to the Customer any substantial changes made to the product/goods, which could be necessary for technical and/or market needs; the Customer will have to acknowledge such change/s within 30 days. Until then, GAC will suspend the production of the good. If the Customer will not approve such change/s, the present contract will legally dissolve.
GAC reserves anyway the right to make changes to the components used, replacing them with equal or greater technical value versions.

- 4) **PAYMENT OF THE PRODUCT/GOODS:** The payment of the product/goods will be in accordance to the terms in the Order form; in any case and upon GAC order acceptance, the Customer has to pay a 50% deposit on the amount indicated in the Order form, as an earnest payment of said order. The balance will be settle upon product/good completion.
If during the term of production of the good, due to any technical and/or market changes that were unforeseen at the time of the order, said amount were to change, GAC will immediately inform the Customer and he can either accept the new amount or cancel the order, upon written notice to GAC. In case the Customer refuses the price change, GAC will refund the deposit received.

- 5) **SALES IN EU COUNTRIES:** The Customer must communicate to GAC if the purchase is made as a private (B2C) or as a business entity (B2B), before order confirmation
If the purchase is made as a private buyer (B2C), VAT will be applied in accordance to Italian and EU regulations.
If the purchase is made as a business (B2B), the Customer has to provide the company “VAT number” (EORI code). In order to deduct Italian VAT, the purchaser has to be registered in the European Union VIES registry. In case the VAT number/EORI code provided results to be invalid, GAC reserves the right to charge the Customer for the VAT not yet invoiced.
However, the Customer is responsible at his expense, for the correct execution of all the formalities foreseen by the local and/or European VAT regulation, included that referred to the final delivery location.

- 6) **SALES IN NON-EU COUNTRIES:** The Customer is in charge for all the duties, taxes, import and export charges; the Customer is responsible to comply with laws and regulations governing the import of goods into the final importing country.

- 7) **TERMS AND DELIVERY:** GAC undertakes to fulfil the delivery deadline of the product/goods as agreed with the Customer, without prejudice to any unforeseeable delay due to technical, legal,

logistical and/or market needs, as well as delays in the delivery of components supplied by third parties and not attributable to GAC.

Once completed, GAC will communicate to the Customer that the product/goods are ready and collectable; the Customer must arrange for the collection/shipment within and no later than 90 days; after that term GAC reserves the right to retain the sum paid as a deposit and the ready goods at its headquarters, free to be sold to another Customer.

The product/goods will be delivered ex GAC headquarter, unless otherwise agreed; on behalf of and upon Customer's request, GAC can take care of any licensing/ paperwork for the shipment and to find an appropriate freight carrier/forwarding agent; all the pertaining expenses will be charged to the Customer and indicated in the final Invoice.

The delivery of the product by GAC will only take place on receipt of the full balance agreed; however, GAC has the option to deliver the product to the Customer prior to receiving the amount owed.

Under no circumstances will GAC be responsible for losses or damages suffered because of the non-delivery of the goods.

8) WARRANTY: GAC guarantees that the product sold, complies with the quantity and quality as indicated in the order form, as well as exempt from manufacturing defects.

In addition, GAC guarantees the firearm object of the present contract, has been submitted to the proof and structural mandatory testing, in accordance to the C.I.P standards.

GAC will supply the Customer with a warranty on faults and/or defects of the product, for 2 years from delivery date according to the EU law, exclusively on the parts of the product/goods supplied, manufactured and sold with certainty by GAC.

Within this 2-years period GAC, at its discretion, will repair the defect communicated by the Customer or will substitute the defected product, without any charges to the Customer (except transport costs of the product to the GAC workshop).

As soon as the Customer does receive the product/goods, he has to examine it and he has the duty to communicate any faults and/or defects found to GAC, in writing form and within 60 days, under penalty of expiry of the warranty.

This warranty regards all parts of the product, and it excludes damages caused by poor care and/or maintenance, accidents, abuse or improper use of the product, obstruction of the rifle barrel, use of inadequate ammunition, reloaded or improper, adjustments or modifications carried out by persons non authorized by GAC, normal wear and tear.

Therefore, GAC will not supply the Customer a warranty for losses, expenses and damages different from those exclusively needed to repair the defect or the substitution of the product.

The present written warranty is, under no circumstances, neither tacitly nor implicitly modifiable from both parts; in addition, it is subject to Italian law, both in the European and non-European countries.

9) CONTRACT TRANSFER : Customer expressly cannot transfer this contract to third parties, either temporarily or permanently, neither partially, under payment or free of charge.

10) RESOLUTIONS: The present contract will be legally dissolved if the Customer or GAC do not respect the conditions of the present contract concerning: terms of delivery of the product/goods, collection of the product, its payments and guarantees.

11) PRIVACY: The parties mutually undertake to comply with the provisions of EU Regulation 27 April 2016, n. 679 regarding the protection of personal data "GDPR" and mutually acknowledge that

they have exchanged the information provided for by the art. 13 in relation to the mutual processing of personal data.

12) LANGUAGE: The only official language for the execution of the present contract is Italian.

13) LAW AND JURISDICTION: Any dispute that refers to the interpretation, performance, breach or termination of this contract or in any way related with it, will be submitted to the jurisdiction to the Italian state; the Jurisdiction Court is Brescia. Exclusively Italian law governs the present contract.

Angolo Terme (BS), date _____

G.A.C. Rifles s.r.l.

Customer
