



E-Store Armeria Piovanelli General Terms and Conditions of Sale

The general terms and conditions of sale that follow (hereinafter referred to as "T & C") apply to all sale contracts entered into and between Armeria Piovanelli Srl, a company established and regulated by Italian law, with registered office in Via Zambelli 3 in Lonato del Garda, Brescia, Italy and store location in Via Cesare Battisti 19 in Lonato del Garda - Brescia, Italy (hereinafter referred to as, "PIOVANELLI") VAT number 00717140982, which manages this website and the customer whose residence can be in any Country or State in which this website is or shall be active (hereinafter referred to as "Customer").

The Customer shall carefully read these T & C before submitting a purchase order on this website, since the purchase orders for items carried out through this website are subject to our T & C. The Customer, with the acceptance of these T & Cs, agrees and declares to be a consumer and to purchase PIOVANELLI's items exclusively for personal use and not for resale in the context of a commercial or business activity of any nature. In order to safeguard its legitimate rights and interests inherent in the trademarks and associated with the consolidated goodwill of PIOVANELLI, this latter reserves the right and shall be free to reduce the quantity of items to be purchased on this website.

Terms and Conditions

1. The orders submitted by the Customer shall be binding for PIOVANELLI only after acceptance by PIOVANELLI and the further confirmation that PIOVANELLI shall send to the Customer by e-mail. PIOVANELLI may at its discretion refuse an order or decide whether to accept in whole or in part any changes requested by the Customer, provided that such requests come to PIOVANELLI before the packaging of the selected items. Every payment, even deposits, are always subject to the compliance with the rules on weapons, or the demonstration of possessing all the requirements and licenses to continue the purchase. Therefore whereas the invalidity of the firearms licenses was ascertained at the time of the collection of the goods and the Customer had fulfilled the payment in advance, PIOVANELLI shall not complete the delivery and hence agree case by case, method, timing or return of deposits, less expenses incurred.

If the Customer is a final consumer (ie a natural person who buys the goods for purposes not related to his professional activity), once the online purchase process is completed, he will have to print or save an electronic copy and, in any case, keep the present T & Cs, in compliance with the provisions of art. 7 of the Legislative Decree n. 206/2005 on distance selling. Any right of the Customer to compensation for damages or indemnification is excluded, as well as any contractual or non-contractual liability for direct or indirect damages to people and / or things, caused by non-acceptance, even partial, of an order.

ARMERIA PIOVANELLI SRL

Codice Fiscale: 03001950173

Partita IVA: 00717140982

N. REA: BS-310646

Cap. Soc.: € 100.000,00 i.v.

Sede Legale: Via Zambelli, 3
IT-25017 Lonato d/Garda (BS)

Tel.: +39 030 9130076

Fax: +39 030 9913448

Email: info@piovanelli.com

Website: www.piovanelli.com

Sede Negozio: Via Cesare Battisti, 19

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2. If one or more items in the Customer's order are not available (not only temporarily), PIOVANELLI shall bear no supply obligation; in this case, PIOVANELLI will inform the Customer of the non-availability of the good ordered and will not charge any relative amount already reserved as the price of the item in question, the reserved amount will be made available according to the customary banking rules.

3. The sale agreement between PIOVANELLI and the Customer will be deemed settled with the written confirmation of the order that shall be sent to the Customer by PIOVANELLI per e-mail.

4. The prices of the items shall always be invoiced in Euro. PIOVANELLI shall do its best to always ensure that the prices shown on the website are correct and updated. Any freight costs for accessories or documents will be charged to the Customer at the time of dispatching the ordered item, based on the shipping rates in force and agreed with the Customer.

5. The delivery of the items purchased by the Customer will be carried out mainly with collection at the shop for the appropriate validation of licenses / authorizations and permissions regulating the matter. Shipping costs and delivery times may vary depending on the Country and the methods, which will be agreed directly with the Customer. In any case, both the times and the methods of return of the goods will always be specified in the order confirmation. However, it is generally understood that the availability of online displayed items gets real-time alignment.

6. The Customer may only purchase the products in the electronic catalogue at the time of placing the order and viewable at store.piovanelli.com, as described in the relevant information sheets. PIOVANELLI reserves the right to modify the technical information on the products to adapt them to those supplied by the manufacturers, without any prior notice. It is understood that the image accompanying the description of a product may not be fully representative of its characteristics, and differ in terms of colour, size, accessory products from the ones the picture. The support information for the purchase are to be considered as merely generic guidance material.

The correct receipt of the order is confirmed by PIOVANELLI through an automatic e-mail reply sent to the e-mail address communicated by the Customer during the order process. Such confirmation message will include the order execution date and an 'Order Number', to be used for any further communication with PIOVANELLI. The message summarizes all the data entered by the Customer who undertakes to verify their correctness and to promptly communicate any corrections to the email address webstore@piovanelli.com. The Customer can also check the status of his order by accessing the web area dedicated to him. In order to

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access the dedicated area you will need to login from the site and then choose the item "My Orders".

In case of non-acceptance of the order, PIOVANELLI commits itself to a timely communication to the Customer, with the same procedures.

All prices on this site are to be understood as prices to the public, excluding shipping costs, PIOVANELLI reserves the right to change prices at any time, without notice. The change in prices may not result in claims for compensation from Customers.

7. The payment will be fulfilled by the Customer when ordering by credit card.

PAYMENT BY CREDIT CARDS

Credit cards accepted: Mastercard, Visa, CartaSI, Visa Electron, American Express. In case of purchase of goods with credit card payment methods, at the same time as the online transaction is completed, the reference bank institution pre-authorizes the amount relative to the purchase made. The institution that carries out checks on credit cards can choose at its sole discretion not to confirm the transaction. The amount relating to the goods received is debited to the credit card of the Customer at the time of the actual shipment of the order.

In case of revocation of the order, both by the Customer and in case of non-acceptance of the same by PIOVANELLI, the latter will simultaneously request the cancellation of the pre-authorization and the release of the commitment amount. The cancellation is possible until the time of delivery of the goods to the courier, identifiable in the area "My Orders". After requesting the cancellation of the pre-authorization, PIOVANELLI shall in no case be held responsible for any direct or indirect damage caused by delay in the failure to release the amount committed by the banking system.

In the event that the Customer's order is fulfilled beyond the 10th day from the date of submission, PIOVANELLI will in any case charge the customer's credit card for the amount due, even if in advance on the actual delivery of the goods, so as to order to avoid the pre-authorization transaction deadline (12 days).

PIOVANELLI reserves the right to request additional information from the Customer (eg fixed telephone number) or to send a fax with the front and back of the credit card used and a valid document to carry out all the necessary checks. In the absence of the required documentation, PIOVANELLI reserves the right not to accept the order.

At no time during the purchase process PIOVANELLI is able to know the information relating to the buyer's credit card, as they are typed directly on the website of the bank that manages the transaction (provided with very high security systems); since there is no data transmission, there is no possibility that data are intercepted. No PIOVANELLI computer archive contains or stores such data. Under no circumstances may PIOVANELLI be held responsible for any fraudulent and improper use of credit cards by third parties, upon

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payment of products purchased on store.piovanelli.com

8. PIOVANELLI has the right, at its discretion, to refuse, suspend or cancel the delivery or fulfilment of any of the obligations deriving from the sale contract signed with the Customer in the event of substantial breach by the Customer of the obligations deriving on the part of the latter from previous or current sale contracts signed with PIOVANELLI.

9. The Customer may return items purchased through store.piovanelli.com, without any penalty, within fourteen (14) calendar days starting from the day of receipt or collection by the Customer of the items in question. Following the return of the items to PIOVANELLI, the sales contract will be terminated for all purposes and all the related obligations, rights or claims will also be void, without prejudice to the fact that if the items returned to PIOVANELLI are damaged, PIOVANELLI will have the right to withhold the payment of items already fulfilled by the customer.

Pursuant to articles 64 and following of Legislative Decree no. 206/05, if the customer is a consumer (ie a natural person who buys the goods for purposes not related to his professional activity, or does not make the purchase indicating in the order form a reference of VAT number), he has the right to withdraw from the purchase contract for any reason, without the need to provide explanations and without any penalty. In order to exercise this right, the Customer, within 14 calendar days from the date of receipt of the goods, shall inform PIOVANELLI that he wants to avail himself of the right of withdrawal by sending a notice to the e-mail address webstore@piovanelli.com or a registered letter with return receipt to: Armeria Piovanelli S.r.l. – Via Cesare Battisti 19 – 25017 Lonato del Garda (Brescia) – Italy. The following data have to necessarily be indicated in the request:

- Name and surname
- Number and date of invoice or receipt and order number (provided in the order);
- Code/s of the items object of withdrawal;
- The refund shall be fulfilled through the same means used at the time of purchase.

The right of withdrawal is however subject to the following mandatory conditions:

- the right applies to the product purchased in its entirety; it is not possible to exercise withdrawal only on part of the product purchased (eg: accessories, parts, etc ...);
- the right does not apply to sealed products once opened;
- the purchased good must be intact and returned in the original packaging complete in all its parts

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(including packaging and any documentation and accessory equipment: manuals, accessories, parts, etc ...); to limit damage to the original packaging, we recommend, when possible, to put it in a second box; in all cases, affixing of labels or adhesive tapes directly onto the original packaging of the product should be avoided;

- the shipping costs related to the return of the goods are charged to the customer;
- the shipment, until the certificate of receipt at our warehouse, is under the full responsibility of the Customer;
- in case of damage to the goods during transport, PIOVANELLI will inform the Customer of the event (within 5 working days from receipt of the goods at its warehouses), to allow him to promptly summon the courier chosen by the latter and obtain the reimbursement of the value of the goods (if insured); in this case, the product will be made available to the customer for his return, simultaneously cancelling the request for withdrawal;
- PIOVANELLI is not responsible in any way for damage or theft / loss of goods returned by uninsured shipments.
- The right of withdrawal is totally forfeited, due to the lack of the essential condition of integrity of the goods (packaging and / or its content), in the cases in which PIOVANELLI ascertains:
 - the lack of the external packaging and / or of the original internal one;
 - the absence of essential elements of the product (accessories, manuals, parts, ...) or anomalies to the product itself - damage to the product for reasons other than transport.

In case of forfeiture of the right of withdrawal, PIOVANELLI will return the purchased good to the sender, charging him with the shipping costs.

Within 14 days from receipt of the goods, the Customer has to send back the products subject of the withdrawal, in perfect condition, in the original packaging and complete with all the accessories provided at the time of sale, together with the purchase document. So as to limit damage to the original packaging, we recommend, whereas possible, to place it in a second box.

Ship the goods to the following address: Armeria Piovanelli S.r.l. – Via Cesare Battisti 19 – 25017 Lonato del Garda (Brescia) – Italy

Shipping costs are charged to the customer.

Without prejudice to any recovery costs for ascertained damage to the original packaging, PIOVANELLI shall reimburse the Customer the full amount already paid including any shipping costs incurred during the purchase within 14 days from the return of the goods, using the same means payment method used by the Customer for the initial transaction.

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For more information send an email to webstore@piovanelli.com.

Download the Right of Withdrawal form (always available in the appropriate section of the store):

pdf Format

10. Warranties

All products marketed by PIOVANELLI are covered by the manufacturer's standard warranty and the 24-month warranty for compliance defects, pursuant to Legislative Decree no. 24/02. To benefit from warranty assistance, the Customer must keep the document that shall be received together with the purchased goods.

The manufacturer's standard warranty is provided in the manner described in the documentation included in the product packaging. If, following an intervention by an Authorized Service Centre, the defect is not covered by the manufacturer's conventional warranty, the Customer will be charged for any costs of verification and recovery required by the Authorized Assistance, as well as carriage costs, whereas borne by PIOVANELLI. The 24-month warranty pursuant to Legislative Decree no. 24/02 applies to the product that presents a lack of conformity, provided that it is used correctly, respecting its intended use and as provided in the attached technical documentation. This guarantee, in compliance with Legislative Decree no. 24/92, is reserved only for the private consumer (a natural person who buys goods for purposes not related to his professional activity, or makes the purchase without indicating any VAT number reference in the order form). In case of lack of compliance, PIOVANELLI provides, without expenses charged to the customer, for restoring the accordance of the product through repair / replacement or reduction of the price, until termination of the contract. If, following an intervention by an Authorized Service Centre, there should not be a lack of compliance pursuant to Legislative Decree no. 24/02, the Customer will be charged for any costs of verification and recovery required by the Authorized Service, as well as freight costs if incurred by PIOVANELLI.

Substitutions in the case of a product that does not work upon the first starting without prejudice to the existence of the conditions for the application of Legislative Decree no. 24/02, shall be carried out only if expressly provided by the manufacturer. The times of replacement or repair of the product depend exclusively on those indicated by the manufacturer. The Customer can therefore directly contact the assistance centres or give PIOVANELLI the responsibility to manage the repair. The freight costs will be charged to the Customer.

In the event that, for any reason, PIOVANELLI could not replace a product under warranty (restored or replaced), the latter may proceed, with the prior consent of the Customer, to replace the product (whereas still present in the price list) or with another one with equal characteristics and value or, eventually, to issue a discount voucher of the same amount that can be spent for another item, valid for 6 months from

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the release date.

No refund request for damages can be claimed to PIOVANELLI for any delays in carrying out repairs or replacements of products under warranty.

In cases where the application of the warranties provides for the return of the product, the goods must be returned by the customer in the original packaging, complete in all its parts (including packaging and any documentation and accessory equipment: manuals, parts, etc ...); to limit damage to the original packaging, we recommend, whereas possible, to put it in a second box; in all cases affixing of labels or adhesive tapes directly on the packaging should be avoided.

11. Privacy

The personal data requested when placing the order are collected by PIOVANELLI and processed through computer media, in order to meet the obligations arising from the contract entered into and agreed with the customer and will not under any circumstances and for any reason be transferred to third parties. PIOVANELLI guarantees its customers compliance with the law on the processing of personal data, governed by the privacy code referred to in Legislative Decree no. 196 of 30.06.03. The owner of data processing is Armeria Piovanelli S.r.l. via Cesare Battisti 19 - 25017 Lonato del Garda (Brescia) - Italy, in the person of its legal representative. The customer, at any time, has the right to withdraw the consent to the processing of personal data with written notice to be sent to the registered office of Armeria Piovanelli S.r.l. The Customer, who declares to have received the information pursuant to art. 13 and on the rights due to him, in compliance with art. 7 of Legislative Decree no. 196/2003, has the right to access his data according to the procedures provided therein. Marketing communications will be sent only with the explicit consent of the Customer granted together with the authorization to process and send in the online registration form.

12. Refunds

All refunds to Customers following material sent that does not comply with the order shall be made within 30 working days, through the same payment method used during the purchase, for any further information you can write to webstore@piovanelli.com.

13. Request for issuance of documents

If the Customer requests a new issue of the sales document in order to benefit from the guarantee, he may simply send an email request to the address webstore@piovanelli.com

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The copy of the document will be issued within 10 days from the request and will be sent by e-mail.

14. Complaints

Any complaint has to be sent to PIOVANELLI through the form "Contact us" or to webstore@piovanelli.com, after that the customer will be contacted as soon as possible in order to solve the problem.

15. THE INFORMATION AND MATERIAL CONTAINED IN THIS SITE ARE TO BE CONSIDERED MERELY BY WAY OF EXAMPLE AND WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, STORE.PIOVANELLI.COM DISCLAIMS ANY AND ALL LIABILITY REGARDING THE GUARANTEE OF MERCHANTABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE TO THE EXTENT THAT THIS IS PERMITTED BY THE LAWS IN FORCE.

16. Should one or more provisions of these T & Cs be proven to be null, void, illegal or ineffective, this will not result in the whole ineffectiveness of the T & Cs. The ineffective provision(s) shall be replaced by another (other) valid rule(s), in which the intention and the contents of the same are taken into account, in compliance and in accordance with current legislation

17. These T & Cs are subject to Italian law. Any disputes that may arise shall fall under the exclusive jurisdiction of the competent Court of Brescia (Italy).

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