

## **TERMS OF SALE – ORDERS DELIVERED TO EUROPE AND RUSSIA (Updated on 1 September 2017)**

These Terms of Sale set out the terms and conditions that will apply to your purchase of Goods through the Website. Please read these Terms of Sale carefully before placing an Order. By confirming that you have read and accepted these Terms of Sale when you submit an Order through the Website, you confirm your unconditional acceptance.

Your use of the Website is subject to our “Website Terms of Use”, that you can consult in the Section “Legal” – “Terms of Use of our Website”

The purchase of Products on the Website is reserved solely for consumers. The term “Consumer” is to be understood as any physical person making purchases for purposes unrelated to their business, commercial, artisanal or professional activity

In these Terms of Sale “Loro Piana”, “we” and “us” means Loro Piana S.p.A. company subject to the direction and coordination of LVMH Moët Hennessy Louis Vuitton S.E. (France) -, with registered office in Corso Rolandi 10, 13017 Quarona (VC) – Italy, VAT number 01611400027, company Register Number 08075900152, and “you” means you, our valued customer.

Capitalised terms used in these Terms of Sale shall have the meaning set forth in the “Definition” section of this document.

These Terms of Sale along with your Order Confirmation constitute the contract between us and you for the supply of Goods. No other terms and conditions shall apply. The contract can’t be modified unless we agree to vary it in writing or by email.

A copy of these Terms of Sale can be stored electronically or printed by all users of our Website.

### **DEFINITIONS**

In this document:

“Consumer Code” means the Italian Legislative Decree No. 206 of September 6, 2005

“Contract” means the contract between you and us for the sale and purchase of Goods, comprising your Order, our e-mail confirmation of our acceptance of your Order and these Terms of Sale

“Gift” means any Good that is purchased through the Website for delivery to a different recipient

“Goods” means the products that we sell on the Website from time to time

“Loro Piana Store” means any Loro Piana store listed as available for returns on our Website

“Order” means an order for Goods

“Order Processing Receipt” means the e-mail Loro Piana will send to you at the time your Order is received by Loro Piana

“Order Confirmation” means the e-mail Loro Piana will send to you at the time the Goods are shipped confirming shipment of all or part of the ordered Goods

“Delivery Receipt” means the delivery form listing the Goods shipped. This form is sent along with the Goods

“Terms of Sale” means these terms and conditions of sale

“Website” means our website located at [www.loropiana.com](http://www.loropiana.com)

### **ORDER AND ACCEPTANCE**

To place an Order you must be 18 years of age or over. You will have to select the Goods on the Website, select colour and size, add the items to your shopping bag, check out, and click on the “SUBMIT ORDER AND PAY” button. Before completing the check-out procedure you will be requested either to register for or log into your personal account.

Each Order submitted constitutes an offer to purchase Goods from us. Orders are subject to availability and acceptance by us and we may, at any time and at our sole discretion, refuse to accept your Order, including but not limited to cases where:

- you provided us with incorrect information, including without limitation, insufficient or incorrect payment details, incorrect billing information; insufficient or incorrect shipping address – in this regard, please note we do not ship Goods to P.O. boxes; or fraudulent information;

- there is an error on the Website relating to the Goods that you have ordered, for example an error relating to the price or description of the Goods as displayed on our Website;
- the Goods that you have ordered are no longer available through our Website;
- the amount of the proposed transaction is excessively high, based on our case-by-case evaluation, and subject to our discretion; or- we believe that you are under the age of 18.

If we are unable to accept your Order, we will contact you at the e-mail address or telephone number that you have provided to us, as soon as possible within 30 days from the date of your Order. If you place an Order by telephone, you will have to register to the Website during the call and provide us with an e-mail address.

After you have placed your Order through the Website or by telephone, you will receive an Order Processing Receipt that is an e-mail from us confirming that your Order has been received by us and is being processed.

If you do not receive the Order Processing Receipt within 48 hours of placing the Order, contact us at +39.02.77802800 or by e-mail at [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com) before you try to place another Order for the same Goods.

Please note that the Order Processing Receipt does not constitute acceptance of your Order. The acceptance of your Order and the charge of the amount on your credit card or other means of payment you have selected will take place only when we send you the Order Confirmation through which we inform you that your Order has been shipped. Together with the Order Confirmation you will receive as well an e-invoice for your Order. You hereby acknowledge and agree that we reserve the right to accept your Order in whole or in part; therefore, in the event of partial acceptance, your card will be debited and the Goods will be shipped for the part of the Order that was accepted.

If you have any questions, comments or concerns regarding your Order, or if you think that your Order was rejected by us in error, please contact us at the contact details indicated under Section "CUSTOMER SERVICE" below.

#### **PRODUCT AVAILABILITY**

We will make all reasonable efforts to ensure that the prices and other information about Goods displayed on the Website are accurate and up-to-date. However, the inclusion of any Goods on our Website does not imply, warrant or guarantee that the Goods will be available if you wish to place an Order to purchase them.

We will have the right, at any time and without previous notice, to make changes to the information about Goods displayed on the Website, including without limitation information about prices, description or the availability of Goods. Changes will not however affect the price, availability or description of any Goods for which you received the Order Confirmation.

#### **GIFTS**

You may purchase Goods as a Gift and have it sent to a different recipient.

Please note that you will be liable for providing the recipient's personal data in compliance with any applicable privacy law. We invite you to consult our Privacy Policy on the Website before providing us with a third party's personal data.

We will deliver the Gift to your recipient. You will receive the Order Confirmation from us when your Gift has been shipped to the recipient confirming that we have accepted your Order for the Gift and an e-invoice for your Order.

#### **PRICES AND PAYMENTS**

The prices of the Goods are indicated on the Website and will be confirmed in the Order check-out page, in the Order Confirmation as well as in the e-invoice you receive after your purchase. We reserve the right to vary the price of our Goods at any time, provided that we will not alter the price of any Goods after we send you the Order Confirmation. Please be aware that prices charged for any Goods purchased on the Website may vary to reflect local market pricing and applicable duties.

All prices except for Japan and the USA pricelists are inclusive of VAT, as applicable. An additional 20% fee inclusive of any applicable sales taxes shall apply only for sales to users connecting to the Website with

Japan and USA IP addresses. Any other taxes and duties are not included and are calculated according to the value of your Order and your shipping destination and are itemized on the Order check-out page, in the Order Confirmation as well as in the e-mailed invoice. Shipping costs may also apply to your Order and will be indicated in the Order check-out page.

You may pay by credit card or bank wire transfer (this latter only for Orders to be delivered in the European Union and save for possible restrictions provided by the applicable laws and regulations), as listed on our check-out page. Payment must be made in the currency as indicated on your Order before you submit it. Please be advised that you may sustain some extra charges imposed by your credit card issuer or by your bank, for which we deny any responsibility.

Payment by credit card. You must supply your card details when you place your Order. We will place a "hold" on your payment card for the total value of your Order. If the "hold" on your card has been authorized by your bank, your credit card will be debited for the total value of the Order Confirmation at the time the Goods are shipped to you. We will not accept your Order, neither will we supply the Goods to you until your credit card issuer has authorized the use of your card for payment of the Goods ordered. If we do not receive such authorisation we will notify you. We reserve the right to verify the identity of the credit card holder by requesting appropriate documentation.

After a "hold" on your payment card has been authorized by your bank, please be advised that, in case your credit card is debited for a lower amount than the total amount "held", it is possible that the balance is not immediately fully available to you for reasons beyond our control (eg: delays by your credit card issuer in removing the "hold" from your credit card).

Payment by wire transfer. In case of payment by wire transfer, the payment shall be made to the following bank account:

**INTESTATARIO C/C**

**LORO PIANA Spa**

**NOMINATIVO BANCA**

**UNICREDIT**

**CODICE IBAN**

**IT85H0200809440000103100156**

**CODICE SWIFT**

**UNCRITMMMCN**

You will be responsible for the payment of any charges applied by your bank to the transfer and/or to any currency exchange. Please note that we will only accept payments from bank accounts whose holder is the person placing the Order on the Website and who will then receive the e-invoice: therefore, you could be contacted by our Customer Service to have all necessary information in connection thereto. We will not accept your Order, neither we will supply the Goods to you until we receive confirmation from our bank that the payment has been successfully credited on our bank account. We reserve the right to verify the identity of the bank account holder by requesting appropriate documentation.

We take all reasonable care to make the Website secure and to prevent frauds. All transactions on the Website are processed using a secure online payment gateway that encrypts your card details in a secure host environment. Please note that we may, at any time and at our sole discretion, restrict shipping to certain customers and countries. If you wish to dispute the validity or amount of a charge that appears on your credit card statement, please contact us at [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com) or +39.02.77802800.

#### **SPECIAL TERMS FOR SHIPMENT TO RUSSIA**

The following special terms apply exclusively to shipments of Goods to Russia:

- Loro Piana accepts to ship Goods to Russia exclusively for Orders placed by Russian residents that connect to the Website with a Russian IP address;
- The "Gifts" option is not available for Orders and shipments to Russia;
- The Orders will be processed only following approval of the custom duties payment by the buyer;
- Some of the Goods, among which those subject to C.I.T.E.S Treaty, including vicuña items or goods which composition includes fur or exotic leather goods can't be shipped to Russia. Loro Piana will inform the buyer before the shipping takes place in case some of the goods have to be removed from the Order.
- In addition to shipping costs, which will be itemized on the Order check-out page and on the Order

Confirmation, Orders for Russia may be subject to customs duties which vary depending on the value of the Goods purchased on the Website and which cannot be calculated in advanced by Loro Piana. You will be required to pay such costs directly to the courier at the time the Goods are delivered to you. For more detailed information on the applicable duties, please contact us at [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com) or +39.02.77802800 or visit the website section "FAQ" – "Shipment to Russia";

- Save for damaged or faulty products, Goods may be returned exclusively according to your right of withdrawal and by using the "Free Pick Up" service. We will not accept returns for changing the color or size of the items already purchased. If you would like a different item, please return your purchase and place a new order. Returns and changes at Loro Piana stores will not be available;

- In case of return of Goods, using the Loro Piana "Free Pick Up" service, Loro Piana will reimburse exclusively the price you paid for the Goods, minus the original shipping costs. You shall remain responsible for the payment of any customs duties (both for importing Goods in Russia and in Italy);

- In case of withdrawal and subsequent return of Goods, Loro Piana will reimburse the price you paid for the Goods and the original shipping costs. You shall remain responsible for the payment of any other costs, including costs for returning the Goods and any customs duties (both for importing Goods in Russia and in Italy).

- In case of damaged or faulty products, the costs for returning the Goods and any customs duties will be borne by Loro Piana.

#### **DELIVERY AND ORDER TRACKING**

International shipping is available when ordering Goods from the Website. You can view the countries to which we ship Goods and from which we accept returns/exchanges directly on our Website.

We will not deliver any Goods unless or until payment has been authorized and/or credited on Loro Piana's bank account. When the Goods have been consigned to our carrier, we will send you the Order Confirmation.

Delivery will be made by courier during normal business hours. Please be advised that shipping costs may apply to your Order and that our courier cannot deliver packages without receiving a signature and/or payment of applicable customs duties.

We will make any reasonable efforts to deliver the Goods within the number of days specified on your Order Confirmation. However, any delivery date or time specified by us is a best estimate only, and we will not be liable for any loss or damage suffered by you through any unavoidable delay in delivery. You can track the progress of your Order by entering the tracking number provided in your Order Confirmation.

Goods that we deliver to you will become your property at the time that you receive them. As soon as we have delivered the Goods to you, you will become responsible for them and for any loss or damage to them thereafter.

Upon delivery of the Goods, and before signing any document attesting delivery, you must carefully check the integrity of the package and, should the package be damaged or altered, you must write in the document attesting delivery that you reserve the right to verify the content. Failure to do so may result in a liability for us, for which you might be held responsible.

#### **RESALE / RESHIPPING OF OUR MERCHANDISE**

The resale, rental or transfer for commercial or professional reasons of Products purchased on the Site is strictly forbidden. We reserve the right to refuse to accept your Order, if we suspect that you intend to resell our Goods.

#### **HOW DO I RETURN/EXCHANGE AN ITEM?**

The following policy applies only to Goods purchased on our Website. We cannot accept returns/exchanges of Goods purchased on other websites, in physical stores, or Goods from countries where we do not ship merchandise directly.

Please see the specific applicable conditions below:

## **A. To Return or Exchange An Item Online Using Loro Piana's Free Pick Up Service:**

### i. Items Purchased By You:

You may return or exchange the colour or size of any online purchase made by you, within 15 days after the Goods are received. Each item can be exchanged or returned one time only. Please note we only accept exchanges for changing the colour or size of the same item already purchased. If you would like a different item, please return your purchase and place a new order.

Returning or exchanging purchased Goods using our return service is free and can be done in 3 easy steps:

1. Please login to your Account. Under "Order History", you can select the detail page for the relevant Order and indicate the items which you would like to return/exchange as well as the reason for the return or the new colour/size desired. You will receive a Return Authorization Number. Print this number directly from the site (alternatively if you do not have access to a printer, handwrite the Return Authorization Number on the line indicated in the Delivery Receipt that you received with the original shipment).

2. Place all items for return/exchange new, unused, and in perfect condition with all of the tags and labels attached in their original boxes and packaging along with the Return Authorization Number (printed or handwritten as per the above).

3. Attach the eCOMMERCE URGENT sticker and the DHL air way bill that you received with the original shipment to the outside of the box. Insert your name, address, and Return Authorization Number on the DHL airway bill. Call DHL directly or visit their website to schedule a free pick up. You will be asked to provide the Loro Piana client code which will appear automatically on your air way bill, and the best time for a pick up. Return shipments using DHL will be provided to you free of charge.

### ii. Items You Received As A Gift:

Unfortunately, Gifts cannot be returned for a refund using our online process; Gifts can only be exchanged for a different size and/or color within 15 days after the Gift items are received. Each Gift item you receive can be exchanged one time only.

For a gift exchange please contact our customer service either by email [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com) or by phone +39.02.77802800 to receive a Return Authorization Number and then follow the steps 2. to 3. listed in point i. above.

Please note that when the Goods are returned to us, we will review them for quality control. If the Goods are sent back in perfect condition, new, unused, and with all of the tags and labels attached, we will approve the return and, as the case may be, exchange the Goods or reimburse the total amount paid minus original shipping costs to the card or the bank account used for the original purchase. We will credit the refund to the card or the bank account that you used to pay for the Goods within approximately thirty (30) days from the date that we receive the returned Goods, save for possible delays of technical nature not attributable to us (e.g.: malfunctions of the credit card system). In case of payment by wire transfer received from a country outside the European Union, you will be contacted by our Customer Service to obtain all necessary information in connection thereto. You remain responsible for any charge applied by your bank.

In cases where the Goods appear to be worn or used, are missing any of the labels or tags, do not comply with our Terms of Sale, are sent from countries where we do not ship directly or where we have any reason to believe that the Goods are fraudulent or were not purchased directly on our Website, we will not be able to accept the return/exchange and we will send the original Goods back to you.

## **B. To Return or Exchange An Item In Our Stores**

As an additional opportunity, Goods purchased on our Website can be returned or exchanged in several Loro Piana Stores within 15 days after the Goods are received. Each item can be exchanged or returned one time only. This policy applies both to online items purchased by you and online items you received as a Gift. To find the Loro Piana Store nearest you that accepts returns or exchanges of Goods purchased online, please refer to the list on our Website (Section "Customer Service" – Returns & Exchanges") or in the documentation you received with your original order.

Returning or exchanging purchased Goods in our store is free and can be done in 2 easy steps:

1. Bring the Goods, in perfect condition, new, unused, and with all of the tags and labels attached, in their original packaging along with the Delivery Receipt that you received in the original shipment to a Loro Piana Store that accepts returns.

2. A store representative will check the Goods to make sure that they are in perfect condition, new, unused, and with all of the tags and labels attached. If the Goods comply with the standards stated in these Terms of Sale, then:

2.a. if you wish to exchange the Goods, you will receive the same product in a different colour and/or size. Please note that exchanges are only valid for the exact same product in a different colour or size, based on availability in the store; or

2.b. If you wish to return the Goods, you will be issued a gift certificate for the Goods returned using the price applicable in the store. Please note that the price applicable in the store might be different from the price paid on line (eg currency differences, shipping costs, etc.). Original shipping costs will not be refunded. The certificate will be valid for one year from the date of issue and must be used in the Loro Piana Store where it was issued. Please note that Loro Piana Stores cannot reimburse credit cards, bank accounts or give cash refunds.

In cases where the Goods appear to be worn or used, are missing any of the labels or tags, do not comply with our Terms of Sale, or where we have any reason to believe that the Goods are fraudulent or were not purchased directly on our Website, we will not be able to accept the return/exchange.

### **C. Return of damaged or faulty Goods**

You have the right to return Goods for quality problems within the limits set forth by the law and these Terms of Sale - provided that we are notified of the quality problems within 2 months from discovery and that you have the Delivery Receipt that you received in the original shipment. This policy applies both to online items purchased by you and online items you received as a Gift. For returns related to quality concerns that occur within 15 days of Goods being received, please follow the procedures outlined above under letters A. - point i. for Goods purchased by you on our Website and point ii. for items you received as a Gift - or B. For returns after 15 days of Goods being received, please contact our Customer Service at customerservice.eu@loropiana.com or +39.02.77802800.

Please note that when the Goods are returned for quality problems we will examine them. If the Goods have quality problems we will repair them (if possible) or replace them with new Goods. If we are unable to repair or replace the Goods in a timely and satisfactory manner, then:

- for Goods purchased by you on our Website, we will refund the price paid for the Goods (along with the initial shipping costs and any costs borne by you to return the Goods, provided you provide evidence thereof in writing) to the card or bank account used for the original purchase in accordance with the applicable regulations. In case of payment by wire transfer received from a country outside the European Union, you will be contacted by our Customer Service to obtain all necessary information in connection thereto. You remain responsible for any charge applied by your bank;

- for items you received as a Gift, we cannot issue a refund and our Customer Service will contact you.

If we reasonably believe that the Goods you have returned to us are not faulty/damaged and do not have quality problems, or have been damaged due to misuse or were shipped to us later than the above mentioned deadline or without the Withdrawal Form, you will not be entitled to a refund and/or repair and/or exchange and we will return the original Goods to you.

### **D. To Return An Item Enforcing Your Right of Withdrawal**

This option is available only for online items purchased by you and not for online items you received as a Gift. To return purchased Goods enforcing your statutory right of withdrawal you should follow the below procedure, to be started within 15 days after the Goods are received:

1. Notify us in writing that you wish to return purchased Goods enforcing your right of withdrawal. You can either send an e-mail to our Customer Service at customerservice.eu@loropiana.com or write us at Loro Piana S.p.A. – eCOMMERCE Customer Service - Via per Valduggia, 22 - 13011 Borgosesia (VC) Italy, providing an email and phone number where we can reach you. Alternatively you can fill in and send us the Withdrawal Form available on the following link [[https://www.loropiana.com/media/legal/Loro\\_Piana\\_SpA\\_Withdrawal\\_Form\\_ENG.pdf](https://www.loropiana.com/media/legal/Loro_Piana_SpA_Withdrawal_Form_ENG.pdf)]. We will then contact you and provide you with a Return Authorization Number. Handwrite the Return Authorization Number on the line indicated on the original Delivery Receipt that you received with the original shipment.
2. Place all items for return new, unused, and in perfect condition with all of the tags and labels attached in

their original boxes and packaging along with the Return Authorization Number handwritten as per above.

3. Attach the eCOMMERCE URGENT sticker that you received with the original shipment to the outside of the box.

4. Arrange for return of the purchased Goods to us at the following address: Loro Piana S.p.A., Via per Valduggia 22, 13011 Borgosesia (VC) – Italy. Please specify that the shipment is made to the attention of “E-Shop Returns.” Goods shall be shipped to us within 14 days from the day on which you have communicated your decision to withdrawn from the contract as per point 1. above. Please be advised that you are responsible for the return shipping and possible damages and loss occurred while returning Goods until we receive them, so you may prefer to use a reliable delivery means that provides tracking and insurance services.

The amount reimbursed will be the total amount paid, including the original shipping costs. Please note that we will not reimburse any return shipping costs.

Please note that when the Goods are returned to us, we will review them for quality control. If the Goods are sent back in perfect condition, new, unused, and with all of the tags and labels attached, we will approve the return and reimburse the card or the bank account used for the original purchase. We will credit the refund to the card or bank account that you used to pay for the Goods as soon as as we receive the returned Goods, save for possible delays of technical nature not attributable to us (e.g.: malfunction of credit card system). In case of payment by wire transfer received from a country outside European Union, you will be contacted by our Customer Service to obtain all necessary information in connection thereto. You remain responsible for any charge applied by your bank.

In cases where the Goods appear to be worn or used, are missing any of the labels or tags, do not comply with our Terms of Sale, or where we have any reason to believe that the Goods are fraudulent or were not purchased directly on our Website, we will not be able to accept the return and we will send the original Goods back to you.

## **CUSTOMER SERVICE**

We offer customer assistance for any questions related to the use of the Website, the placement of an Order, the tracking of Goods, the availability of Goods, the login/registration process and any further information you may need in connection with the use of our Website and/or our Goods. Our customer service is available in English and Italian language Monday through Friday between the hours of 9 and 18 CET with the exception of holidays.

If you need any information we invite you to refer to the “FAQ section” on our Website and if you are not satisfied you may contact us at the following email or by phone:

- Email: [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com)
- Phone (Monday through Friday between the hours of 9 and 18 CET with the exception of holidays): +39.02.77802800.

## **PERSONAL INFORMATION**

When you place an Order through our Site, you will be providing us with your personal information. We will use your personal information to process your Order and deliver the Goods ordered and for other limited purposes. Our collection and use of your personal information will be carried out subject to the terms of our Privacy Policy on the Website.

## **OUR LIABILITY TO YOU**

Nothing in these Terms of Sale will exclude or limit our liability to you for fraud, death or personal injury caused by our negligence, breach of terms regarding title implied under the Consumer Code or any other liability which the applicable laws state may not be excluded or limited.

We will not be liable to you under the Contract for any loss of profit, loss of income, loss of business, loss of revenue or loss of goodwill; any loss or corruption of or damage to data; or any loss or damage which was not a reasonably foreseeable result of either our breach of the Contract or our breach of our legal duty of care. Loss or damage is “reasonably foreseeable” if, at the time that we and you entered into the Contract, such loss was either contemplated by us and you or you notified us that the loss may occur if we breached

the Contract or our legal duty of care.

**GENERAL TERMS**

(a) These Terms of Sale and the Contract between you and us is governed by the law of Italy. Either you or we may bring legal actions in respect of any dispute which arises in connection with the Contract only in the court of Milan (Italy) or the competent court of your habitual place of residence or domicile, as applicable.

(b) If either you or we do not enforce or delay enforcing any of our rights under the Contract, this will not stop us from doing so at a later date.

(c) If any provision of these Terms of Sale is not valid or legally enforceable, that term will be deleted and the remaining terms will not be affected.

(d) No party other than you or us has any right to enforce any term of the Contract