



**TERMS OF SALE - ORDERS DELIVERED TO THE EUROPEAN UNION, BAHRAIN,  
UKRAINE, SWITZERLAND, QATAR, KUWAIT AND SAUDI ARABIA**  
(Updated on March 30<sup>th</sup>, 2022)

These terms of sale (“**Terms of Sale**”) set out the terms and conditions that will apply to your purchase of Products through the Website that are shipped to the Countries.

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.

Capitalized terms used in these Terms of Sale shall have the meaning set forth in the *Definition section* of this document, unless otherwise defined elsewhere herein.

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

Loro Piana reserves the right, at any time and in its sole discretion, to change, modify, revise, add or remove portions of these Terms of Sale, without prior notice to you, by posting a link to the updated or revised Terms of Sale; provided, however, that no such changes to the Terms of Sale will apply to any order for which you have already received an Order Confirmation.

Please make sure you have read and understood these Terms of Sale before placing your Order. If you do not agree to changes to these Terms of Sale, you must not place an order for products through the Site.

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

## 1. DEFINITIONS

In this document:

“*Consumer*” means any physical person making purchases for purposes unrelated to their business, commercial, artisanal or professional activity.

“*Consumer Code*” means the Italian Legislative Decree No. 206 of September 6, 2005 applying to Products shipped to Italy.

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

“*CRD*” means the Consumer Rights Directive (EU Directive 2011/83/EU on consumer rights).

“*Countries*” means European Union countries, Bahrain Switzerland, Ukraine, Qatar, Kuwait and Kingdom of Saudi Arabia

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

“*Excluded Products*” means Products that can't be returned that include: 1) Personalized Products; 2) sealed Products that are not suitable for return for health protection and hygiene reasons (underwear, swimsuits, socks, lingerie, sleep masks, face masks, candles, etc.) and that have not been unsealed after delivery or if the hygiene label is no longer in place.

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

“*Intellectual Property Rights*” means patents of any type, database rights, copyright, design rights, trademarks and other similar rights together with the right to apply for protection for any such rights, notwithstanding



whether they have been registered or not and including any pending registration.

“*Loro Piana*”, “*we*” “*us*”, or “*our*” means 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, e-mail address: [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com), tel +39.02.77802800

“*Loro Piana Store*” means any Loro Piana store listed as available for returns on our Website, including online shopping facility.

“*Order*” means an order for Products.

“*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 Products are shipped confirming shipment of all or part of the ordered Products.

“*Personalized Products*” means the Products for which Loro Piana offers a service of personalization.

“*Products*” means the products that we sell on the Website from time to time.

“*Ready-to-Wear Products*” means ready-made garments, sold in finished condition and in standardized sizes

“Return Authorization Number” mean the number you will receive to exchange or return Products.

“*Special Terms*” means the special terms of sale for Personalized Products.

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

“*You*” means our valued customer

“*Website*” means our website located at <http://www.loropiana.com>.

## 2. ORDER AND ACCEPTANCE

To place an Order, you must be 18 years of age or over and by placing an order you represent that you are at least 18 years of age.

You will have to select the Products on the Website, select color and size and add them to your shopping bag.

If you wish to proceed with the purchase, you may choose one of the following options:

- PAYPAL express check-out option by clicking on “PAYPAL” button. In this case, you will be automatically redirected to the website [www.paypal.it](http://www.paypal.it) where you will carry out the payment without registering on the Website. Once the payment is carried out you will be redirected again to the Website in order to fill in the missing information that are necessary to complete the Order
- Website check-out option by clicking on “PROCEED TO CHECKOUT” button. In this case, you may proceed through the registration or the login into your personal account or you may proceed without any registration.

You are responsible for maintaining the confidentiality of your password and restricting access to your password and account. You agree to accept responsibility for all purchases and activities that occur under your account.

Once you have selected your payment method you will be redirected to the payment page where in order to finalize the checkout you will click on the “SUBMIT ORDER AND PAY” button.

Each Order submitted constitutes an offer to purchase Products 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 (i) incorrect information, including without limitation, insufficient or incorrect



payment details, incorrect billing information; (ii) insufficient or incorrect shipping address — in this regard, please note we do not ship Products to P.O. boxes; or (iii) fraudulent information

- there is an error on the Website relating to the Products that you have ordered, for example an error relating to the price or description of the Products as displayed on our Website
- the Products 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 on 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 Products.

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 as 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 Products 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.

### **3. PRODUCT AVAILABILITY**

We will make all reasonable efforts to ensure that the prices and other information about Products displayed on the Website are accurate and up-to-date.

However, the inclusion of any Products on our Website does not imply, warrant or guarantee that the Products 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 Products displayed on the Website, including without limitation information about prices, description or the availability of Products.

Changes will not however affect the price, availability or description of any Products for which you received the Order Confirmation.

### **4. GIFTS**

Subject to the restrictions in Clause 5, below, you may purchase Products as a Gift and have it sent to a different recipient.

By making a Gift purchase, you represent that you have permission to provide to us information belonging



to the Gift 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 retain the right to reject your order for any reason if we believe that you may not have proper authorization to provide us with third party information, including, but not limited to, recipient name(s) or address(es).

We will deliver the Gift to your recipient in reliance upon your representations.

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.

## 5. PRICES AND PAYMENTS

The prices of the Products 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 Products at any time, provided that we will not alter the price of any Product after we send you the Order Confirmation.

Please be aware that prices charged for any Products purchased on the Website may vary to reflect local market pricing and applicable duties.

Prices are inclusive of VAT unless stated otherwise. Any other taxes and duties – if applicable - 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, Paypal, e-wallet or bank wire transfer (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 Products are shipped to you. We will not accept your Order, neither will we supply the Products to you until your credit card issuer has authorized the use of your card for payment of the Products ordered. If we do not receive such authorization, 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 PayPal.

If you choose PayPal as your payment method, you will be redirected to the website [www.paypal.com](http://www.paypal.com) where the payment for the Products will be carried out following the procedure envisaged and regulated by PayPal and the contract terms and conditions as agreed between you and PayPal. The data entered on the PayPal website will be handled directly by PayPal and will not be sent to or shared with us, except for the data that are necessary to perform the delivery of the Products in case you have selected the option of PayPal express



check out. We will therefore have no knowledge of and cannot record in any way the details of the credit card connected to your PayPal account or any other payment instrument connected to said account. We will place a “hold” on your PayPal account for the total value of your Order. If the “hold” on your PayPal account has been authorized by PayPal, your PayPal account will be debited for the total value of the Order Confirmation at the time the Products are shipped to you. We will not accept your Order, neither will we supply the Products to you until PayPal has authorized the use of your PayPal account for payment of the Products ordered. If we do not receive such authorization, we will notify you. We reserve the right to verify the identity of the PayPal account holder by requesting appropriate documentation. After a “hold” on your PayPal account has been authorized by PayPal, please be advised that, in case your PayPal account 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 (e.g.: delays by PayPal in removing the “hold” from your PayPal account).

Payment by e-Wallet.

(i) Apple Pay

If you have installed the Apple Pay app and activated the Apple Pay option and you are navigating through Safari, you may choose such payment method.

If you choose Apple Pay as an option, a popup will be displayed and you will need to insert your shipping and billing address and select the preferred card connected to your account.

Once completed, you will need to click on “proceed” button and authenticate yourself through Face ID or Fingerprint and validate the payment.

In the event of payment via Apple Pay, the total amount due will be debited by Apple Pay to you at the conclusion of the online contract. In the event of the termination of the purchase agreement and for any other type of refund, for any reason, the refund will be credited to your Apple Pay account that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on Apple Pay and the banking system. Once the credit order in favor of said account has been arranged, Loro Piana cannot be held responsible for any delays or omissions in crediting you with the refund. To contest these cases, you must contact Apple directly.

(ii) Google Pay

If you have installed the Google Pay app and activated the Google Pay option, you may choose such payment method.

If you choose Google Pay as an option, a popup will be displayed and you will need to insert your shipping and billing address and select the preferred card connected to your account.

Once completed, you will need to click on “proceed” button and authenticate yourself through fingerprint and validate the payment.

In the event of payment via Google Pay, the total amount due will be debited by Google Pay to you at the conclusion of the online contract. In the event of the termination of the purchase agreement and for any other type of refund, for any reason, the refund will be credited to Your Google Pay account that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on Google and the banking system. Once the credit order in favor of said account has been arranged, Loro Piana cannot be held responsible for any delays or omissions in crediting you with the refund. To contest these cases, you must contact Google directly.

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**

**BANCA INTESA SAN PAOLO**

**CODICE IBAN IT12C0306944312161009380938**

**CODICE SWIFT BCITITMMXXX**



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 will we supply the Products to you until we receive confirmation from our bank that the payment has been successfully credited to 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 or by WhatsApp at + 39 3387288304, or live chat.

## **6. SPECIAL TERMS FOR SHIPMENT TO BAHRAIN, QATAR, SAUDI ARABIA, UKRAINE, KUWAIT AND SWITZERLAND**

The following special terms apply exclusively to shipments of Products to Bahrain, Qatar, Saudi Arabia, Ukraine, Kuwait and Switzerland ("**Restricted Locations**"):

- The service of alteration is not available for Bahrain, Qatar, Kuwait and Saudi Arabia, Ukraine.
- The shipping address and the billing address shall match if purchasing Products in any Restricted Location. It is not possible to send the Products to third parties if purchasing or sending to any Restricted Location.
- Some of the Products, among which those subject to C.I.T.E.S Treaty, including vicuna items or goods which composition includes fur or exotic leather goods may not be available for shipping to a Restricted Location. Loro Piana will inform the buyer before the shipping takes place in case some of the Products have to be removed from the Order.
- In addition to shipping costs – if applicable -, which will be itemized on the Order check-out page and on the Order Confirmation, Orders for Bahrain, Saudi Arabia and Ukraine may be subject to custom duties and local VAT which vary depending on the value of the Products purchased on the Website and which cannot be calculated in advanced by Loro Piana. The courier will notify you on costs to be paid and the procedure of payment as well as other formalities that are required to be followed by the local legislation at the time the Products 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
- The Orders for Ukraine will be processed only following your approval of the custom duties and local VAT payment.
- Delivery date for Products delivered to a Restricted Location depends on custom clearance as well as on the issuance by the Chamber of Commerce of a Certificate of Origin or Declaration of Origin, which attests that the Products listed therein meet certain criteria to be considered as originating in a particular country.
- Products may be returned or exchanged in color or in size exclusively by using the "Free Pick Up" service. Returns and changes at Loro Piana Stores will not be available.
- In case of return of Products, using the Loro Piana "Free Pick Up" service, Loro Piana will reimburse the price you paid for the Products, minus the custom duties for importing Products from Saudi Arabia to Italy.



- Payments accepted for Restricted Locations are credit/debit card /e-wallet. Furthermore, for Ukraine, payment by wire transfer will be accepted as well.

## 7. DELIVERY AND ORDER TRACKING

International shipping is available when ordering Products from the Website.

You can view the countries to which we ship Products and from which we accept returns/exchanges directly on our Website.

We will not deliver any Products unless or until payment has been authorized and/or credited on Loro Piana's bank account.

When the Products have been delivered 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 effort to deliver the Products 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 such delay in delivery.

You can track the progress of your Order by entering the tracking number provided in your Order Confirmation.

Products that we deliver to you will become your property at the time that you receive them.

As soon as we have delivered the Products to you, you will become responsible for them and for any loss or damage to them thereafter.

Upon delivery of the Products, and before signing any document attesting delivery, you must carefully check the integrity of the package. If the external packaging or the merchandise is damaged at time of delivery, please reject the package and note in the proof(s) of delivery the damage.

By signing the acknowledgement / proof(s) of delivery, you acknowledge that the merchandise and the amount paid is correct.

You hereby waive your rights to any refund or reimbursement if you fail to comply with these provisions.

## 8. 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 Products.

## 9. HOW DO I RETURN/EXCHANGE A PRODUCT?

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

Please see the specific applicable conditions below:

### A. To Return or Exchange a Product Online Using Loro Piana's Free Pick Up Service:

#### *i. Products Purchased By You:*

You may return or exchange the color or size of any online purchase made by you, within 30 days after the Products are received. Each Product can be exchanged or returned one time only. Please note we only accept exchanges for changing the color or size of the same Product already purchased. If you would like a different Product, please return your purchase and place a new order.



Returning or exchanging purchased Products 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 Products which you would like to return/exchange as well as the reason for the return or the new color/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 Products for return/exchange new, unused, not personalized, not altered 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 ESHOP URGENT sticker and the DHL return label that you received with the original shipment to the outside of the box.

In case you want to specify a different pickup address, you can do it while entering the return request (step 1. In the instructions above) and print a new return label. 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.

The right of return is excluded if the Products belong to one of the following categories of Excluded Products: 1) Personalized Products; 2) sealed Products that are not suitable for return for health protection and hygiene reasons (underwear, swimsuits, socks, lingerie, sleep masks, face masks, candles, etc.) and that have not been unsealed after delivery or if the hygiene label is no longer in place.

The right to return a Product using the Loro Piana's Free Pick Up Service is compliant with the right of withdrawal established by the CRD, according to which consumers have a right of withdrawal from contracts concluded at a distance and consumer contracts concluded outside of your business premises.

#### ii. Products You Received As a Gift:

You may return or exchange any Products received as a Gift for any reason within 30 days after the Product is received. Please note we only accept exchanges for changing the color or size of the same Product already purchased. If you return a Gift, only the original purchaser will be entitled to receive a refund. Each Gift Product received may be exchanged one time, only.

The right of return is excluded if the Gifts belong to one of the following categories of Excluded Products: 1) Personalized Products; 2) sealed Products that are not suitable for return for health protection and hygiene reasons (underwear, swimsuits, socks, lingerie, sleep masks, face masks, candles, etc.) and that have not been unsealed after delivery or if the hygiene label is no longer in place.

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 or by WhatsApp at + 39 3387288304, or by live chat to receive a Return Authorization Number and then follow the steps 2. to 3. listed in point *i.e.* above.

Please note that when the Products are returned to us, we will review them for quality control. If the Products 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 Products or reimburse the total amount paid minus original shipping costs, and customs dues (as the case may be) to the credit card, PayPal account or the bank account used for the original purchase. We will credit the refund to the credit card, PayPal account or the bank account that you used to pay for the Products within approximately thirty (30) days from the date that we receive the returned Products, 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 Products 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 Products 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 Products back to you.

## **B. Return of damaged or faulty Products**

All Products are covered by a 24 (twenty-four) month warranty for lack of conformity as provided by law, without prejudice to the possibility that local law may provide for a different timing of the compulsory legal guarantee.

To benefit from the guarantee, you must be able to show when the Products were purchased by keeping the Delivery Receipt that you received in the original shipment.

This policy applies both to online Products purchased by you and online Products you received as a Gift. For returns related to quality concerns that occur within 30 days of Products being received, please follow the procedures outlined above under letters A. - *point i.* for Products purchased by you on our Website and *point ii.* for Products you received as a Gift - or B. For returns after 30 days of Products being received, please contact our Customer Service at [customerservice.eu@loropiana.com](mailto:customerservice.eu@loropiana.com) or by phone +39.02.77802800 or by WhatsApp at + 39 3387288304, or by live chat.

At the time of delivery, you are required to check the Products in order to ascertain that they conform with the Products ordered and that they do not show any defects. You should inform us of the existence of any such lack of conformity within a period of 2 (two) months from the day when you detected the lack of conformity.

Unless proved otherwise, any lack of conformity which becomes apparent within 6 (six) months of delivery of the Products shall be presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

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

- *for Products purchased by you on our Website*, we will refund the price paid for the Products (along with the initial shipping costs and any costs borne by you to return the Products, provided you provide evidence thereof in writing) to the credit card, PayPal account 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. Any such refund made to you shall be reduced to take account of the use that you have had of the Products since its delivery.
- *for Products you received as a Gift*, the refund can only be issued to the purchaser therefore you will be contacted by the Customer Service to obtain all the necessary information in connection thereto.

The warranty for lack of conformity will be applicable only if the Products have been used correctly, in compliance with its intended purpose and in accordance with the use and washing instructions contained in and/or furnished with the Products. Therefore, if we reasonably believe that the Products 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, you will not be entitled to a refund and/or repair and/or exchange and we will return the original Products to you.

## **10. ALTERATIONS**

The alteration service offers size fitting to customers. For instance, hem the pants leg, bring in the waist or shorten jacket sleeves can be considered illustrative examples of alterations.

Any adjustment of the original product design is not considered an alteration (e.g. shortening of sleeves to



a three-quarter length or modifying a neckline).

In the same way, product personalization and repair are not considered an alteration.

You can bring any Ready-to-Wear Products you have purchased online in one of Loro Piana directly operated stores located in the country where the Products were shipped for basic alterations.

Alterations are provided free of charge within six (6) months after the Products are purchased. Please bring a copy of the Delivery Receipt, as well as the Products to be altered. The timing of alterations depends on the services requested, the number of Products to be altered, and the availability of the staff at each store.

Please contact the customer service to get the list of the Loro Piana directly operated stores located in the country where the Products were shipped.

## 11. CUSTOMER SERVICE

We offer customer assistance for any questions related to the use of the Website, the placement of an Order, the tracking of Products, the availability of Products, the login/registration process and any further information you may need in connection with the use of our Website and/or our Products. 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.
- WhatsApp ((Monday through Friday between the hours of 9 and 18 CET with the exception of holidays): at +39 3387288304
- Live chat is available from Monday to Friday between 9 to 18 CET

## 12. 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 Products 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.

By providing us with personal information, you consent to our use of such personal information for purposes of processing Orders, collecting payment, and any requests from the recipient with respect to such Order(s).

## 13. OUR LIABILITY TO YOU

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

To the fullest extent possible pursuant to applicable law we will not be liable to you under these Terms of Sale 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 these Terms of Sale 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 these Terms of Sale, such loss was either contemplated by us and you or you notified us that the loss may occur if we breached these Terms of Sale or our legal duty of care.

## 14. SPECIAL TERMS OF SALE FOR PERSONALISED PRODUCTS



These Special Terms, together with the Terms of Sale, apply to you and your purchase of Personalized Products. In case of conflicts between the Terms of Sale and these Special Terms, the latter shall prevail.

No returns or exchanges are accepted for Personalized Products, unless the Personalized Products are damaged or faulty, according to article 9, letter B. However, you may cancel your order within three (3) days after you have placed your order on the Site. In such case, we will refund your purchase in full. Furthermore, Personalized Product can be returned in case they do not correspond to the products included in the order form duly signed, within 10 days from the delivery, by providing the evidence of the purchase (*i.e.* receipt or invoice) and the order form duly signed.

Personalized Products may be delivered in a time slot indicated on our Site. Delivery terms are merely indicative and may vary according to the personalization requested. Personalized Products are shipped separately from other Products' orders.

After you have placed your order, your credit card or your PayPal account will be debited for the total amount of your order and you will receive an email order confirmation together with an advanced payment electronic invoice. However, there may be occasions when we confirm your order but subsequently learn that we cannot supply the Personalized Products you have ordered; in such event we will cancel the order and refund your purchase price in full. When your order is ready, we will send you an email through which we inform you that your Order has been shipped together with the tracking number.

The payment methods accepted for Personalized Products service are credit card, e-wallet and PayPal (for Restricted Locations only credit card and e-wallet payments apply).

## 15. INTELLECTUAL PROPERTY

The Website and its contents are protected by Intellectual Property Rights.

You acknowledge and agree that all copyright, trademarks and all other Intellectual Property Rights and other similar rights shall remain at all times vested in us or in our licensors. You are not allowed to use any such Intellectual Property Rights as owned by us or our licensors without our express agreement.

## 16. GENERAL TERMS

These Terms of Sale and any document/terms expressly referred to herein represent the entire agreement between you and us with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

If any provision of these Terms of Sale shall be deemed invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

At any time during the term of the Contract, we reserve the right to assign, transfer, charge, pledge or otherwise dispose of the Contract to third parties any claim(s) for payment which have arisen in connection with the Contract. You may not assign, transfer, charge, pledge or otherwise dispose of the Contract, or any of your rights and obligations arising under the Contract without our express agreement.

No party other than you or us has any right to enforce any term of these Terms of Sale.

If either you or we do not enforce or delay enforcing any of our rights under these Terms of Sale, this will not stop us from doing so at a later date.

## 17. LAW AND JURISDICTION

Subject to any dispute resolution terms applicable to sales to any of the Restricted Locations, these Terms of Sale are governed by Italian law and shall be construed accordingly, without prejudice to any other imperative provision of law more favorable to the customer applicable in the country of habitual residence of the customer.

Any dispute will be submitted to the exclusive jurisdiction of the competent court of the place where the Consumer is domiciled or resident or, at the Consumer's choice, the Italian Court of Milan.



Alternatively, the customer who is domiciled or resident in one of the member states of the European Union, Iceland, Norway, Liechtenstein, may opt for one of the out-of-court dispute settlement procedures provided for under the applicable laws currently into force, such as the platform provided by the European Commission, available on the website <http://ec.europa.eu/odr>

For sales to any of the Restricted Locations, these Terms of Sale are governed by Italian law and shall be construed accordingly, without prejudice to any other imperative provision of law more favorable to the customer applicable in the country of habitual residence of the customer. All disputes arising out of or in connection with these Terms of Sale shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The language of the arbitration shall be in English and the seat of arbitration shall be Milan, Italy.