



## **TERMS OF SALE – ORDERS DELIVERED TO US (Updated on June, 2021)**

These legal terms and conditions ("Terms of Sale"), as amended from time to time, apply to you and your purchase of any products from Loro Piana through the online store website located at [www.loropiana.com](http://www.loropiana.com) (the "Site") that are shipped to any state within the United States of America, including Alaska and Hawaii ("United States" or U.S."). In these Terms of Sale "Loro Piana", "we" "us", or "our" means Loro Piana & C. Inc., with registered offices in 711 Fifth Avenue 11<sup>th</sup> Floor, New York, NY 10022, and "you" or "your" means you, our valued customer.

Please read these Terms of Sale carefully before placing an order through the Site. These Terms of Sale are intended to supplement the Site's (i) Terms of Use (which can be viewed here <https://us.loropiana.com/en/legal>) which governs your use of the Site, and (ii) Privacy Policy (which can be viewed here <https://us.loropiana.com/en/privacy-cookies>), which describes how we use and process the information that we obtain in connection with your use of the Site and purchase of products through the Site.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH LOROPIANA. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

By placing an order for products through the Site, you confirm that you have read the Terms of Sale in effect at the time of your order, and you agree to be bound by and accept the Terms of Sale in effect at the time of such order. All sales are expressly conditioned upon your agreement to these Terms of Sale.

After you place an order and it is accepted by us, we will send you an e-mail confirmation confirming shipment of all or part of the ordered products ("Order Confirmation"). These Terms of Sale along with your Order Confirmation constitute the contract between us and you for the sale of such products. No other terms and conditions shall apply. The contract cannot be modified by you 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. 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 Site.

### **DISCLAIMERS; LIMITATION OF LIABILITY**

LORO PIANA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION ON THIS SITE OR THE CONDITION, FEATURES OR AVAILABILITY OF PRODUCTS DESCRIBED OR OFFERED FOR SALE ON THIS SITE. LORO PIANA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY PURCHASE IS "AS IS" AND AT YOUR OWN RISK. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE SITE SHALL



BE AS EXPRESSLY SET FORTH IN OUR RETURN AND EXCHANGE POLICY SET FORTH BELOW.

LORO PIANA WILL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF COVER, LOSS OF BUSINESS, OR ANY SIMILAR OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, LORO PIANA'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PURCHASE OF PRODUCTS FROM THIS SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL APPLY TO ANY LOSS OR DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY AND NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF LORO PIANA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY OF THE LIMITED REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

### **ORDER AND ACCEPTANCE**

To place an order, you must be at least 18 years of age and by placing an order, you represent that you are at least 18 years of age. To place an order, you will have to select the products on the Site you wish to purchase, select their color and size, and add the items to your shopping bag. If you wish to proceed with the purchase, click on "PROCEED TO CHECKOUT" button.

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You may proceed through the registration or the login into your personal account (in this case, 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) or you may proceed without any registration.

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.

After we have received the order that you have placed through the Site or by telephone, you will receive an e-mail from us confirming that your order has been received by us and is being processed ("Order Processing Receipt"). If you do not receive an Order Processing Receipt within 48 hours of placing the order, contact us at (212) 652-1650 or toll free at (855) 481-9100 or by e-mail at [customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com) before you try to place another order for the same products.

Please note that the Order Processing Receipt reflects the processing of your order and it does not necessarily constitute acceptance of your order. Orders are subject to 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:

1. you provided us with incorrect or false information, including without limitation, insufficient or incorrect payment or billing information, or insufficient or incorrect shipping address (in this regard, please note we do not ship products to P.O. boxes);
2. there is an error on the Site 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 Site;
3. the products that you have ordered are no longer available through our Site;



4. the amount of the proposed transaction is excessively high, based on our case-by-case evaluation, and subject to our discretion; or
5. we believe that you are under the age of 18.

If we do not accept your order, we will contact you at the e-mail address or telephone number that you provided to us within thirty (30) days from the date of your order. If you place an order by telephone you must register with the Site during the call and provide us with an e-mail address.

If we accept your order your credit card will be charged at the time we ship the products you ordered, at which time we will send you an Order Confirmation and an electronic invoice ("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 charged 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 using the contact information provided under the section titled "CUSTOMER SERVICE" below.

### **PRODUCT AVAILABILITY**

The images of the products on the Site are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that your computer's display of the colors accurately reflects the color of the products, and the products you receive may vary from those images.

While we use reasonable efforts to maintain accurate pricing, availability, and other information about products displayed on the Site, such information does not warrant or guarantee that the products will be available if you wish to place an order to purchase them.

We have the right, at any time, to make changes to the information about products displayed on the Site, including without limitation information about prices, description or the availability of products and we may do so without prior notice to you. Changes will not, however, impact the price, availability or description of any products for which you received an Order Confirmation.

### **GIFTS**

You may purchase products for delivery to a recipient other than yourself (a "Gift").

Please note that it is your responsibility to provide the recipient's personal data in compliance with all applicable privacy laws.

If we accept your order, you will receive an Order Confirmation from us at the time we ship your Gift to the recipient, and an e-invoice for your order.

### **PRICES AND PAYMENTS**

All prices for products are displayed on the Site and will be confirmed in the order check-out page, in the Order Confirmation, and in the e-invoice you receive after we accept your order.

We reserve the right to vary the price of our products at any time, provided that we will not alter the price of any products after we send you the Order Confirmation. Please be aware that prices charged for any products purchased on the Site may vary to reflect local market pricing and applicable duties.

Any taxes and duties are not included and are calculated according to the value of your order and your shipping destination. If you placed your order from an Internet Protocol address originating in the United



States, any such taxes and duties will be itemized on the order check-out page, the Order Confirmation, and the e-mailed invoice.

All shipping charges are your responsibility, unless waived by Loro Piana. Shipping charges will be calculated and displayed on the Site prior to finalizing your order. Shipping charges are subject to change without notice.

Loro Piana accepts payment by credit card, Paypal, e-wallet and Pay By Link, as listed on our check-out page. By submitting your order, you represent and warrant that you are authorized to use the designated payment method and authorize us to charge your order (including taxes, shipping and handling) to that payment method. Payment must be made in the currency as indicated on your order before you submit it.

Payment by credit card. All transactions on the Site are processed using a payment gateway. By submitting your order, you represent and warrant that you are authorized to use the designated credit card and authorize us to charge your order (including taxes, shipping and handling) to that card. If the card cannot be verified or is invalid or is otherwise not acceptable, your order may be suspended or cancelled automatically.

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 or ship 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 by e-mail. 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 will not immediately be fully available to you for reasons beyond our control (e.g., delays by your credit card issuer in removing the “hold” from your credit card).

Please note that Loro Piana is not responsible for any fees imposed by your credit card company, such as currency conversion fees.

If you intend to dispute the validity or amount of any charge that appears on your credit card statement with your credit card company, we encourage you to first contact our customer service department to determine if we can address any concerns that you may have.

We accept the following credit, charge and debit cards: Amex, Diners, Discover, MasterCard and Visa.

Payment by PayPal. If you choose PayPal as your payment method, you will be redirected to the website [www.paypal.com/us](http://www.paypal.com/us) where the payment for the products will be carried out following the procedure outlined and regulated by PayPal. By choosing to pay using PayPal, you acknowledge and agree that you will be subject to PayPal's terms and conditions. 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 if you select 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 cost of your order, as indicated in 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 you 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, if your PayPal account is debited for a lower amount than the total amount so “held” (e.g. if certain products are out of stock), it is possible that the balance will not be immediately fully available to you for reasons beyond our



control (eg: 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/confirm your contact information and shipping and billing address, as well as select the preferred card connected to your account. Once completed, you will need to click on the “continue” button and authenticate yourself through Face ID, passcode, or Fingerprint and confirm the payment, or otherwise follow the most recent payment protocol that has been instituted by Apple.

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 favour of said account has been arranged by Loro Piana, Loro Piana is not responsible for any delays or omissions in crediting you with the refund. To contest these cases, you must contact Apple directly. By choosing to pay using Apple Pay, you acknowledge and agree that you will be subject to Apple’s terms and conditions.

(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/confirm your contact information and shipping and billing address, as well as select the preferred card connected to your account.

Once completed, you will need to click on the “continue” button and authenticate yourself through fingerprint or passcode, if applicable, and confirm the payment, or otherwise follow the most recent payment protocol that has been instituted by Google.

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 favour of said account has been arranged by Loro Piana, Loro Piana is not responsible for any delays or omissions in crediting you with the refund. To contest these cases you must contact Google directly. By choosing to pay using Google Pay, you acknowledge and agree that you will be subject to Google’s terms and conditions.

(iii) Alipay

Should you choose Alipay as payment method, you will be redirected to the Alipay website where the payment will be carried out following the procedure envisaged and regulated by Alipay and the contract terms and conditions as agreed between you and Alipay. You will then be returned to the Site once the payment is completed. The data entered on the Alipay website will be handled directly by Alipay and will not be sent to or shared with Loro Piana. Loro Piana therefore has no knowledge of and cannot record in any way the details of the credit card connected to your Alipay account or any other payment instrument connected to said account. In the event of payment via Alipay, the total amount due will be debited by Alipay 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 Alipay account or to the same credit/debit card that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on Alipay 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 Alipay directly.

(iv) WeChat Pay

If you have installed the WeChat app and activated the WeChat Pay option, you may choose such payment method. If you choose WeChat Pay as an option, a QR code will be displayed and you will need to scan such QR code with the WeChat app and authorize the payment.



In the event of payment via WeChat Pay, the total amount due will be debited by WeChat 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 WeChat Pay account that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on WeChat 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 WeChat directly.

#### Pay by Link

If you are a customer over the phone, you can choose this secure method of payment. This method allows you to not communicate the credit card information over the phone to the customer service team. Specifically, in order to conclude the transaction, you will receive from the customer service a "Paybylink" link through which insert the information about the method of payment chosen.

### **DELIVERY AND ORDER TRACKING**

We will not deliver any products unless and until payment has been authorized and debited. When the products 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 delivery charges may apply to your order and that our courier cannot deliver packages without receiving a signature.

Our third-party carrier will make any reasonable efforts to deliver the products within the number of days specified on your Order Confirmation. However, any delivery date or time specified by us is an 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 directly into our carrier's website.

Risk of loss to products shall pass to you upon delivery of such products. Title to products shall pass from Loro Piana to you upon the later of (i) the date of delivery of such products, or (ii) the date on which we receive payment in full for such products. As soon as the products have been delivered to the destination address, 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.

### **RESALE / RESHIPING OF OUR MERCHANDISE**

You must not misrepresent yourself as being one of our authorized resellers or as being qualified to resell our products. We reserve the right to refuse to accept your order, if we suspect that you intend to resell our products.

### **RETURN AND EXCHANGE POLICY**

The following policy applies only to products shipped to any state within the U.S., including Alaska and Hawaii, that are purchased from the U.S. Loro Piana entity. These terms do not apply if such products were purchased (i) for shipment to any other jurisdiction, (ii) at a physical store location (including, without limitation, any Loro Piana store), or (iii) through other websites. We will not accept returns/exchanges of products purchased through such other means.

Please see the specific applicable conditions below:

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

##### **1. Items Purchased By You:**



You may return for a refund or exchange any items purchased through the Site for any reason within 30 days after the items are received.

Please note we only accept exchanges for changing the color or size of the same item already purchased. If you would like a different item, please return your purchase for a refund and place a new order.

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

- a. Login to your Account (or click on the following link <https://us.loropiana.com/en/FAQs?section=faq-returns> if not registered). 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 color/size desired. You will receive a Return Authorization Number ("RAN"). Print the RAN directly from the site (alternatively, if you do not have access to a printer, handwrite the RAN on the line indicated in the delivery form that you received with the original shipment ("Delivery Receipt")).
- b. Place all items for return/exchange new, unaltered, unused, and in the same condition in which you received the item, with all of the tags and labels attached in their original boxes and packaging along with the RAN (printed or handwritten as per the above).
- c. Attach the ESHOP URGENT sticker and the pre-addressed FedEx air way bill that you received with the original shipment to the outside of the box. Call FedEx directly or visit their website to schedule a free pick up. Return shipments using FedEx will be provided to you free of charge.

IF YOU HAVE REQUESTED A REFUND, WE WILL REFUND YOU THE PRICE PAID FOR THE PRODUCT AND APPLICABLE TAXES (EXCLUDING ANY TAXES THAT MAY HAVE BEEN ASSESSED ON SHIPPING AND HANDLING). HOWEVER, WE CANNOT REFUND YOU THE ORIGINAL SHIPPING FEES YOU PAID, ANY APPLICABLE HANDLING SURCHARGE YOU PAID, OR TAXES ASSOCIATED WITH SUCH CHARGES.

IF, IN OUR SOLE DISCRETION, WE BELIEVE THAT THE NUMBER OF EXCHANGES YOU MAKE ARE EXCESSIVE, WE RESERVE THE RIGHT TO PROVIDE YOU WITH A REFUND AND TO REFUSE TO PROVIDE YOU WITH FURTHER EXCHANGES.

## **2. Items Received As A Gift:**

You may return or exchange any items received as a Gift for any reason within 30 days after the items are received.

Please note we only accept exchanges for changing the color or size of the same item already purchased.

For a Gift return or exchange you should contact our customer service either by email at [customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com) or by phone at (212) 652-1650 or toll free at (855) 481-9100 to receive a RAN and then follow the steps A(1)(b)-(c) above.

IF YOU RETURN AN ITEM, ONLY THE ORIGINAL PURCHASER WILL BE ENTITLED TO RECEIVE A REFUND. THIS REFUND WILL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT AND APPLICABLE TAXES (EXCLUDING ANY TAXES THAT



MAY HAVE BEEN ASSESSED ON SHIPPING AND HANDLING). WE CANNOT REFUND THE ORIGINAL SHIPPING FEES, ANY APPLICABLE HANDLING SURCHARGE PAID BY THE ORIGINAL PURCHASER, OR TAXES ASSOCIATED WITH SUCH CHARGES.

IF, IN OUR SOLE DISCRETION, WE BELIEVE THAT THE NUMBER OF EXCHANGES YOU MAKE IS EXCESSIVE, WE RESERVE THE RIGHT TO PROVIDE THE ORIGINAL PURCHASER WITH A REFUND AND TO REFUSE TO PROVIDE YOU WITH FURTHER EXCHANGES.

Please note that when the products (whether purchased by You or received as a Gift) are returned to us, we will review them for quality control. If the products are sent back in their original, new, unaltered, and unused condition, 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 and applicable taxes minus original shipping and handling costs (including any taxes associated with such charges) to the card used for the original purchase. We will credit the refund to the card 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 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, or where we have any reason to believe that the products are fraudulent or were not purchased directly on our Site, we will not be able to accept the return/exchange and we may send the original products back to you.

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

Products purchased on our Site, including products received as Gifts, (i) can be exchanged by the recipient at select Loro Piana stores that are listed as available for returns on our Site ("Loro Piana Stores"), or (ii) can be returned for a store credit, which is only valid in the Loro Piana Store where such store credit is issued. Both options are available up to 30 days after the products are received. PLEASE

NOTE THAT LORO PIANA STORES CANNOT OFFER A REFUND FOR ITEMS PURCHASED THROUGH THE SITE. TO RECEIVE A REFUND, PLEASE USE THE PROCESS DESCRIBED IN SECTION A (ABOVE).

Please note we only accept exchanges for changing the color or size of the same item already purchased.

To find the Loro Piana Store nearest you that accepts returns or exchanges of products purchased online, please refer to the list on our Site under "Customer Service – Returns & Exchanges" section or in the documentation you received with your original order.

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

1. Bring the products, in their original, new, unaltered, unused condition, and with all of the tags and labels attached, in their original packaging along with the Delivery Receipt and e-invoice that you received in the original shipment to a Loro Piana Store that accepts returns.
2. A store representative will check the products to make sure that they are in acceptable condition, new, unaltered, unused, and with all of the tags and labels attached. If the products comply with the standards stated in these Terms of Sale, then:
  - a. If you wish to exchange the products, you will receive the same product in a different color and/or size. Please note that exchanges are only valid for the exact same product in a different color or size, based on availability in the store; or





b. If you wish to return the products, you will be issued a store credit for price paid for the product and applicable taxes (excluding any taxes that may have been assessed on shipping and handling). The store credit will be valid for one year from the date of issue (except where prohibited by applicable law) and must be used in the Loro Piana Store where it was issued. PLEASE NOTE THAT THE ORIGINAL SHIPPING FEES YOU PAID, APPLICABLE HANDLING SURCHARGE YOU PAID, OR TAXES ASSOCIATED WITH SUCH CHARGES, WILL NOT BE TAKEN INTO CONSIDERATION FOR THE CALCULATION OF THE VALUE OF THE STORE CREDIT.

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, or where we have any reason to believe that the products are fraudulent or were not purchased directly on our Site, we will not be able to accept the return/exchange.

### **CUSTOMER SERVICE**

We offer customer assistance for any questions related to the use of the Site, 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 Site and/or our products. Our customer service is available in English Monday through Friday between the hours of 9:00 AM to 6:00 PM Eastern Time with the exception of holidays.

If you need any information we invite you to refer to the “FAQ section” on our Site and if you are not satisfied you may contact us by email ([customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com)) or by phone ((212) 652-1650 or toll free at (855) 481-9100).

### **DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.**

**Please read the following Dispute Resolution and Arbitration; Class Action Waiver provision (this “Provision”) carefully. It affects your rights.**

**Please read this Provision carefully.** It provides that all Disputes (as defined below) between you and Loro Piana shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution and replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into these Terms of Sale constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms of Sale and can award the same damages and relief as a court (including attorney’s fees).

For purposes of this Provision, “Loro Piana” means Loro Piana & C. Inc. and its parents, subsidiaries, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “Dispute” means any dispute, claim, or controversy between you and Loro Piana regarding, arising out of or relating to any aspect of your relationship with Loro Piana, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as Loro Piana’s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.



YOU AND LORO PIANA EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

#### Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Loro Piana an opportunity to resolve the Dispute. You must commence this process by emailing us written notification to [customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com). That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Loro Piana does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

#### Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or Loro Piana may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS OF SALE (the "Opt-Out Deadline"). You may opt out of this Provision by emailing us written notification to [customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com). Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Loro Piana through arbitration. Your decision to opt-out of this Provision will have no adverse effect on your relationship with Loro Piana. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

#### Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Loro Piana may initiate arbitration proceedings. The American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

Because these Terms of Sale concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any



person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

**Location of Arbitration** – You or Loro Piana may initiate arbitration in either New York City, NY or the federal judicial district that includes your billing address. However, if Loro Piana initiates the arbitration in New York, you shall have the right to have the arbitration transferred to the AAA or JAMS office within the judicial district that includes your billing address.

**Payment of Arbitration Fees and Costs** – Loro Piana will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Loro Piana as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

#### Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and Loro Piana specifically agree to do so in writing following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of the Loro Piana Service can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

#### No Judge or Jury in Arbitration

Arbitration does not involve a judge or jury. You understand and agree that by entering into these Terms of Sale you and Loro Piana are each giving up the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Loro Piana might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

#### Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the Dispute will be decided by a court.

#### Continuation

This Provision shall survive the termination of your service with Loro Piana or its affiliates. Notwithstanding any provision in these Terms of Sale to the contrary, you and Loro Piana agree that if Loro Piana makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Loro Piana to adhere to the present language in this Provision if a dispute between us arises.



## **GOVERNING LAW; VENUE**

These Terms of Sale, and any disputes arising out of or relating to these Terms of Sale, shall be governed by the Federal Arbitration Act and the laws of the State of New York, USA, without giving effect to its conflicts of law principles and excluding the U.N. Convention on the International Sale of Goods. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms of Sale will be heard in the courts located in in the City of New York, State of New York.

## **GENERAL TERMS**

If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms of Sale, or if we fail to exercise any of the rights or remedies to which we are entitled pursuant to the Terms of Sale, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing

If any provision of these Terms of Sale is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if these Terms of Sale had been executed with the invalid provisions eliminated.

Nothing in these Terms of Sale, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person other than you and Loro Piana (and its respective successors or permitted assigns).

## **SPECIAL TERMS OF SALE FOR PERSONALISED PRODUCTS (“Special Terms”)**

For certain products Loro Piana offers a service of personalization (“Personalized 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.

1. No returns or exchanges are accepted for Personalized Products, unless the Personalized Products are damaged or faulty. 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.
2. 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.
3. Personalized Products are shipped separately from other products’ orders.
4. After you have placed your order, your credit card 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.