

TERMS OF SALE – ORDERS DELIVERED TO UAE (Updated on April 20th, 2020)

These Terms of Sale set out the terms and conditions that will apply to your purchase of Products through the Website or by telephone and delivered to the UAE. 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. For purchase of Products by telephone, the additional terms set out at the end of this document prevail to the extent of any conflict with the remainder of these Terms of Sale.

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 Cashmere Lifestyle Luxury Trading LLC, with registered offices in U-Bora Tower 2, unit 2002, Business Bay Plot No. 144, Dubai, United Arab Emirates, VAT number 100587967900003, Register Number at Government of Dubai n. 1297708 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 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.

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

DEFINITIONS

In this document:

“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

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

“Products” 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 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

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

"Terms of Sale" means these terms and conditions of sale

"Website" means our website located at www.loropiana.com

“Personalised Products” means the Products for which Loro Piana offers a service of personalisation

“Special Terms” means the special terms of sale for Personalised Products

1. ORDER AND ACCEPTANCE

To place an Order you must be 21 years of age or over. You will have to select the Products on the Website, select colour and size and add the items to your shopping bag.

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

- 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. 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 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 Products to P.O. boxes; or 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 21.

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.

After you have placed your Order through the Website, 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 the phone number +97 14 52 62 410 or by WhatsApp at +971 54 998 8562, or with live chat or by e-mail at 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 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.

2. 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.

3. GIFTS

You may purchase Products 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.

4. 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.

All prices are inclusive of local VAT, as applicable. If you are connecting to the Website with a different country's IP address from the one of the shipping destination, any applicable sales taxes, duties or local VAT may be 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, bank wire transfer or payment on delivery 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 authorised 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 authorised the use of your card for payment of the Products 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:

Account Name: CASHMERE LIFESTYLE LUXURY TRADING LLC

Account No.: 022-760409-001

Account Type: AED

Bank: HSBC Bank Middle East Limited

IBAN No.: AE870200000022760409-001

Swift Code: BBMEA EAD

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 Products 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 or by phone +97 14 52 62 410, or by WhatsApp at +971 54 998 8562 or live chat.

Payment by Cash On Delivery ("COD")

Loro Piana accepts payment by COD through our courier partner, Time Express. To be eligible for this service, merchandise must be shipped to an address within the COD service area provided by Time Express.

The Time Express courier accepts cash payment for all orders with a total value up to 50,000 AED.

Orders paid with a credit/debit card on the Point of Sales ("POS") machine brought by Time Express on deliver will experience a surcharge of 3,5% of paid amount.

By signing the proof(s) of delivery provided by Time Express, you acknowledge that the amount charged and paid and the merchandise is correct. Please note all COD orders must be accepted or rejected in full. If you would only like a portion of the items ordered, you must first accept and pay for all of the items ordered and then follow our return process listed below.

Refunds for COD will be processed through wire transfer directly to the original purchaser's bank account. For more details, please read the Return and Exchange Policy section below.

5. 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 processed by courier between 7 am to 9 pm (GST). 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.

Same day delivery service is applicable exclusively to orders directed to Dubai and Abu Dhabi.

Same day delivery is available to all orders placed before 11 am at the same day.

For orders directed to all other UAE addresses next day delivery service will be applicable.

Next day delivery is available to all orders placed between 11 am and 5pm (GST) on the previous day.

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 unavoidable 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 and, should the package be damaged or altered, you must write in the document attesting delivery or immediately by email writing to customerservice.eu@loropiana.com 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.

6. 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.

7. HOW DO I RETURN/EXCHANGE AN ITEM?

The following policy applies only to Products 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 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 30 days after the Products 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 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 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 ESHOP URGENT sticker and the pre-addressed Time Express air way bill that you received with the original shipment to the outside of the box. Call Time Express directly or visit their website to schedule a free pick-up. Returns shipments using Time Express 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 30 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 or by phone at +97 14 52 62 410 or by WhatsApp at +971 54 998 8562 or by live chat to receive a Return Authorization Number and then follow the steps 2. to 3. listed in point i. 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 conditions, 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 to the credit card or the bank account used for the original purchase. If the payment for the original purchase was carried out with the COD service the reimbursement will be done by bank wire transfer. We will credit the refund to the credit card 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 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. To Return or Exchange An Item In Our Stores

As an additional opportunity, Products purchased on our Website can be returned or exchanged in several Loro Piana Stores within 30 days after the Products 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 Products purchased online, please refer to the list on our Website (Section “Customer Service” – Returns & Exchanges”) or in the documentation your 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 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 that accepts returns.

2. A store representative will check the Products to make sure that they are in perfect

condition, new, unused, and with all of the tags and labels attached. If the Products comply with the standards stated in these Terms of Sale, then:

2.a. if you wish to exchange the Products, 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 the availability in the store; or

2.b. If you wish to return the Products, you will be issued a gift certificate for the Products returned using the price applicable in the store. Please note that the price applicable in the store might be different from the price paid online (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, PayPal accounts, bank accounts or give cash refunds.

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 Website, we will not be able to accept the return/change.

C. Return of damaged or faulty Products

You have the right to return Products 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 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 items 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 or by phone +97 14 52 62 410 or by WhatsApp at +971 54 998 8562 or by live chat.

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 or Switzerland, 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 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.

8. 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 language through WhatsApp 7 days a week between 11 am to 11 pm (GST) with the exception of holidays.

Alternatively You can contact the Customer Service through call center and email during normal business hours from Monday to Friday between 11 am and 9pm or live chat.

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:

- WhatsApp (at +971 54 998 8562) (7 days a week between 11 am to 11 pm GST)
- Email: customerservice.eu@loropiana.com
- Phone (Monday through Friday between 11 am to 9 pm GST with the exception of holidays: +97 14 52 62 410
- Live chat

9. 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.

10. 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, or any other liability as provided by the applicable laws.

To the fullest extent possible pursuant to applicable law 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.

11. GENERAL TERMS

(a) The General Terms and Conditions of Sale hereof are governed by the laws of the Dubai International Financial Centre (**DIFC**) and shall be construed accordingly,.

Any dispute will be submitted to the exclusive jurisdiction of the DIFC Courts.

(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 state.

(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

12. SPECIAL TERMS OF SALE FOR PERSONALISED PRODUCTS

These Special Terms, together with the Terms of Sale, apply to you and your purchase of Personalised 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 Personalised Products, unless the Personalised 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.

- Personalised 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.

- Personalised 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 Personalised 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 Personalised Products service are credit cards.

13. ADDITIONAL TERMS OF SALE FOR TELEPHONE ORDERS

In case of telephone orders, the Website Terms of Sale will apply with the following modifications:

- Orders and acceptance of orders will confirmed by telephone
- The only form of payments accepted: credit card and bank wire transfer
- To return or exchange an item please contact the Customer Service who will assist you on the necessary steps to be taken.