

GENERAL TERMS OF SALE

1. Introduction

1. The distance selling of "Miu Miu" brand products through the www.miumiu.com website (hereafter referred to as the "Website") is governed by the following General Terms of Sale (hereinafter referred to as the "General Terms").

Products offered on the Site are sold directly by Prada S.p.A. (hereinafter referred to as "PRADA"). PRADA is a company incorporated under the Italian law, with registered office at Via Antonio Fogazzaro, 28 – 20135 Milan (MI) – Italy, VAT and registration number at the Milan Company Register 10115350158, Economic and Administrative Index no. MI2007148. In order to meet the needs and expectations of its customers, PRADA has decided to create, alongside its network of direct and exclusive points of sale, a network for distance selling of some of its products through its Website, offering a selection of certain categories of "Miu Miu" products. The list of "Miu Miu" products offered for distance selling can be found on our Website.

1.2. The use of the distance selling service described in these General Terms of Sale is restricted exclusively to consumers (hereinafter referred to as the "Customer" or, in the plural, "Customers") understood as natural persons who act for purposes not related to their trade, business, craft or any professional activity they perform, who are aged over 18 (or, if a minor, authorised by their legal representative).

1.3 Products offered for sale on the Website may only be purchased in cases where the products are to be delivered to one of the following Countries: Italy, France, Germany, Spain, Holland, Sweden, Greece, Belgium, Austria, Denmark, Portugal, Finland, Ireland, Luxembourg, Monaco, the United Kingdom and Switzerland.

1.4. The languages used for concluding sale agreements through this Website are: Italian, English, French, German and Spanish.

1.5. Any resale, rental or transfer of products purchased from the Website for any whatsoever commercial or professional purpose is expressly prohibited.

1.6. These General Terms of Sale are published on the Website for the information of the Customer and to enable their storage and reproduction by the Customer pursuant to art. 12, paragraph 3, of Legislative Decree No. 70 of 9 April 2003 ("Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market), and following additions and amendments.

1.7. PRADA may amend and/or make additions to these General Terms of Sale at any time. Customers are therefore required to accept only the General Terms of Sale in force at the time of purchase.

Any changes and/or additions will be effective exclusively with respect to the purchase orders made following the date of the amendment and/or addition.

The elimination of these General Terms of Sale from the www.miumiu.com website shall imply their automatic and irrevocable unenforceability and ineffectiveness against PRADA in relation to the purchases made following their elimination from the Website, even in the event that said General Terms of Sale were still available and/or accessible to the public through other websites.

2. Purchase procedure

2.1. Each product offered for sale on the Website can be viewed using a special link to photographic images of the article together with the unit price, colours and different sizes (where relevant).

Information regarding "Miu Miu" products offered for sale through the Service is provided in accordance with applicable legislation, in particular Articles 49 and 51 of Legislative Decree No. 206 of 6 September 2005, as amended by Legislative Decree No. 21 of 21 February 2014 (hereinafter referred to as "Consumer Code").

2.2. Each sale concluded by PRADA through the online distance selling service (the "Service") can involve one or more products, up to a maximum of 4 units of each article, except if otherwise provided for during the different steps of the purchase procedure for single items. PRADA reserves the right to amend, at any time, limits on the amount and/or type of products that may be purchased through the Service.

2.3. Customers may choose the articles of interest to them. A description of products for sale, including the measures or sizes (where relevant), together with one or more photographic images in digital format providing a true representation of products available on the Website, shall be included in the Customer's shopping cart.

2.4. While PRADA is constantly adopting measures to ensure that photographs displayed on the Website are faithful reproductions of original products, including the adoption of every technological solution possible to minimise inaccuracies, some variations are always possible due to the technical characteristics of the colour resolution of the computer used by the Customer. Accordingly, PRADA shall not be liable for any inadequacy of the graphic representations of "Miu Miu" products displayed on the Website if arising from such technical limitations.

2.5. To view selected items and the total price of the purchase order (hereinafter referred to as "the Order"), click on the icon in the shopping cart. Prior to confirming the Order, Customers are required to verify the accuracy of the contents of their shopping cart, complete the purchase form according to the instructions on the corresponding page of the Website and confirm that they have read and accepted these General Terms.

2.6. The purchase procedure is completed when the Customer selects the "proceed" option (hereinafter referred to as "Order Confirmation").

The purchase procedure must be fully completed, otherwise the content of the shopping cart will be cancelled at the end of each shopping session.

2.7. Customers must follow the instructions contained in the Website if they need to make any changes (for example to an indicated article or to the number of articles) or to correct any errors in their Order.

2.8. Following Order Confirmation, the Order shall be sent directly to PRADA. The Order shall be filed in the PRADA order management system held by its own service provider. Customers may check the status of their Order as provided in Article 6.7 below.

Without prejudice to any uses of data for purposes other than the purchase as described in the privacy policy statement published on the Website and subject to the prior express consent of the Customer, the purchase order form and Customer data concerning said Order shall be kept by PRADA for the period provided for by applicable legislation.

2.9. On conclusion of the purchasing procedure, it is recommended that Customers download, save or print the General Terms in force at the time the Order is placed. As provided at Article 51 of the Italian Consumer Code, Customers shall also receive an email message (hereinafter the "Confirmation E-mail") at the address indicated on the purchase form containing confirmation of the conditions of the purchase, , such as: written confirmation of the product ordered, together with an indication of its principal characteristics, data on PRADA as specified in Article 12 of these General Terms, the total price of the product, the methods of payment or any amount already paid by the Customer, the existence of a right of withdrawal and relevant methods of exercising the right, the geographical address for any complaints, information on support services, the date by which PRADA undertakes to deliver the ordered product, the existence of a legal guarantee of conformity of the products and the cost of use of the Website where such cost is to be calculated on a basis other than the base rate.

2.10. PRADA reserves the right to reject Orders placed by a Client with whom litigation is pending in relation to a previous Order, in which case no Order must be understood as accepted by PRADA and no contract must be understood as being concluded between PRADA and the Customer. PRADA also reserves the right to refuse to accept orders placed by Customers deemed unsuitable, including, by way of example, Customers having committed breaches to the general terms of sale during previous purchases of products from the Website, or Customers that intend to purchase the products for purposes related to their own or others' business or professional activities, or fail to operate on the basis of an actual and genuine interest in the purchase of the products ordered, or exercise the right of withdrawal established in paragraph 8 hereunder in an abusive manner, or for any other legitimate reason, particularly if the Customer has been involved in fraudulent activities of any kind. In such cases, the Order sent by the Customer shall be understood as void and without effect. PRADA shall transmit to the Customer, by email, a communication indicating its non-acceptance of the Order and the non-conclusion of the contract, and shall ensure that any debit and/or sum charged to the Customer is cancelled.

PRADA shall inform the Customer of any inability to accept the Orders received within 30 days of the date of actual receipt of the order and shall refund any sums already charged to the Customer.

3. Product availability

3.1. The Customer acknowledges that stocks of the products offered by PRADA through the Service are limited. The Customer is therefore aware that all the products described on this Website are subject to availability at all times.

3.2. Problems may occasionally occur with regard to the availability of certain products. In such circumstances, PRADA shall promptly notify the Customer by email or phone (in all cases within the delivery deadline indicated hereunder), offering the Customer the option of buying an article of the same kind as the unavailable item or cancelling the Order. Customers who choose to cancel the Order shall not be charged with any amount. If the charge has already been made, the Customer shall be promptly refunded.

3.3. PRADA reserves the right to alter articles on sale through the Website at any time without notice.

4. Conclusion of the contract

4.1. Following Order Confirmation, the Order is sent to PRADA to be shipped and may no longer be modified or cancelled, except in the cases expressly provided for in these General Terms or where provided for by applicable Italian legislation.

An order sent by the Customer shall be processed by PRADA only if the entire purchase procedure has been duly and correctly completed without any error message from the Website.

4.2 The contract between PRADA and the Customer is understood as concluded at the moment the Customer receives a Confirmation e-mail from PRADA informing him that the Order, sent in accordance with the purchase procedure, has been successful.

4.3. The Order Confirmation is proof of acceptance by the Customer of the provisions of these General Terms.

4.4. Data recorded on the Website constitutes full proof of the details of transactions between PRADA and the Customer. In the event of a dispute between PRADA and the Customer in relation to a transaction concluded through the Website, the data recorded by PRADA shall serve as full proof of the transaction.

5. Price and Method of Payment

5.1. The prices of all products on sale through the Website are inclusive of VAT.

5.2. Prices shall be indicated in Euro (EUR) for shipments to Italy, France, Germany, Spain, Holland, Sweden, Greece, Belgium, Austria, Denmark, Portugal, Finland, Ireland, Luxembourg and Monaco. Shipments to the United Kingdom shall be indicated in Pounds Sterling (GBP) and shipments to Switzerland shall be indicated in Swiss Francs (CHF).

5.3. The total amount shown during the purchase process includes shipping costs as specified below and indicated in the shopping cart.

5.4. PRADA reserves the right to change the prices of products on sale through the Website at any time and without notice. The Customer shall be charged the prices published on the Website at the time the Customer confirms the order, provided that the products ordered are in stock at the time the order is placed.

5.5. PRADA accepts credit card or PayPal payments only. Credit cards accepted are those specified on the Website.

5.6. For the purpose of credit card payments, the Customers confirms and warrants that he or she is the holder of the credit card used for the purchase and that his or her name is that indicated on the credit card. The Customer then provides the credit card number, the expiry date and the security code indicated on the credit card.

Transactions shall be charged to the Customer only after:

(i) the credit card details have been verified, (ii) authorisation to debit has been received from the credit card company that issued the credit card used by the Customer, and (iii) PRADA has confirmed the availability of the product and the Order is ready to be shipped.

No debit shall be made at the moment the Order is transmitted, except for any debit necessary to ascertain the validity of the credit card.

5.7. For the purpose of payment by PayPal, the Customer confirms and warrants that he or she is the holder of the PayPal account used for the purchase. Transactions shall be charged to the Customer only after he or she has received the Confirmation E-mail from PRADA.

5.8. In the event that, for any reason, it is impossible to debit amounts due from the Customer, the sale process shall be automatically annulled and the sale automatically cancelled.

5.9. Purchased products are dispatched only following verification by PRADA of the details of the credit card used by the Customer with the relevant bank and receipt of authorisation to debit the card, or following notification of transaction success in case of PayPal payment.

5.10. If one or more of the products are not available, only the price and shipping costs corresponding to available products shall be debited.

6. Consignment

6.1. Products shall be shipped to the address indicated during the Order placement procedure and upon delivery shall require the signature of the Customer, or their legal representative in cases where the Customer is a minor aged under 18.

6.2. For safety reasons PRADA shall not dispatch any Order addressed to a post office box or accept any Order in which it is impossible to identify the natural person who is the consignee of the Order or his address.

6.3. Products sold through the Website can be purchased and delivered only to the countries indicated above (Article 1.3). Therefore, any Orders for shipments to destinations other than the indicated countries shall be automatically rejected during the Order placement procedure.

6.4. Shipping costs which will be charged to the customer are expressly indicated, separately from any other costs or charges, on conclusion of the Order placement procedure prior to Order Confirmation by the Customer.

Pursuant to Article 65 of the Italian Consumer Code, PRADA shall expressly seek the Customer's consent for any payment in addition to the total remuneration for the main contractual obligation.

6.5. In accordance with the provisions of Article 61 of the Italian Consumer Code, PRADA shall consign the purchased products, except in cases of force majeure or fortuitous events, within and not later than 30 days of the date of conclusion of the contract or within another term as may be agreed with the Customer, unless PRADA communicates, within the same term, its non-acceptance of the Order or the impossibility of consigning the ordered products as a result of the supervening unavailability, including temporary unavailability, of the products. In the latter case PRADA shall refund any sums already paid by the Customer. In the event that PRADA fails to fulfil its obligation to consign the products ordered within the aforementioned term or within any different that may be agreed, the Customer may invite PRADA to make the delivery within a further term appropriate to the circumstances, except where one of the Customer's exemptions from this obligation apply, as provided at Article 61, paragraph 4, of the Italian Consumer Code. This provision applies without prejudice to the Customer's right to immediately terminate the contract and to seek compensation for damages if the ordered product is not delivered within any additional period indicated.

6.6. In order to expedite the dispatch of ordered products, PRADA reserves the right to divide an Order into multiple shipments according to the availability of particular items. In this case PRADA shall notify the customer by email or by phone and the price shall be charged separately for the products actually shipped only. Shipping costs shall in all cases be invoiced in full as dispatched in a single shipment.

6.7. The moment that the purchased products leave the PRADA warehouse, the Customer will receive an email notification at the address indicated on the purchase form. The email shall contain a tracking code and an exclusive link enabling real time monitoring of the shipment. PRADA Customer Service shall provide assistance with any problem concerning delivery. Customers may contact PRADA Customer Service by email at the address: client.service.eu@miumiu.com.

In accordance with Article 63 of the Italian Consumer Code, the Customer assumes the risk of loss or damage to ordered products that is not attributable to PRADA only from the moment that the Customer or a third party designated by him other than the carrier physically takes possession of the products.

It is understood that the risk is transferred to the Customer at the moment of delivery of the ordered products to the carrier, if the latter has been chosen by the Customer and this choice has not been proposed by PRADA, without prejudice to the Customer's rights vis-à-vis the carrier.

6.8. In the event, on the other hand, that any loss or damage to the product is attributable to PRADA, the latter shall, in accordance with applicable legislation, replace the product free of charge on the express request of the Customer, which must be sent to the email address indicated above.

7. Conformity of ordered goods

7.1. Customers are required to check the goods on delivery to ensure that they correspond to items ordered and that they do not have any production or other defects. The sale of "Miu Miu" products is also subject to the legal guarantees established by Italian law, in particular those provided and governed by Articles 129, 130 and 132 of the Italian Consumer Code, in addition to any further manufacturer's warranty provided to the Customer.

7.2. In the event of production or conformity defects, the Customer is entitled to have the product restored to its original state by repair or replacement, except where the remedy requested is objectively impossible or unduly burdensome compared to another remedy. In the event of the occurrence of one of the cases provided for at article 130, paragraph 7, of the Italian Consumer Code, the Customer may request a reasonable reduction in the price or cancellation of the contract. It is understood that the Consumer shall forfeit these rights if he or she fails to notify PRADA of the non-conformity of the product within 2 (two) months of the date on which the Customer discovered the defect. Actions intended to assert defects not maliciously concealed by the PRADA shall automatically lapse 26 (twenty six) months after the consignment of the product.

In the event of cancellation of an Order, no charge shall be made to the Customer. If any amounts has already been charged, the Customer shall be promptly refunded.

7.3 Any request by the Customer for one of the remedies indicated above must be communicated to PRADA by registered mail with return receipt and sent to the following address: Client Service Web, Prada S.p.A., Via Fogazzaro No. 28, 20135 Milan, Italy and sent in advance by email to the following address: client.service.eu@miumiu.com.

7.4 The Customers' right to avail themselves of the guarantee as provided by the Italian Consumer Code to remedy any lack of conformity of purchased products may be exercised as described above only in relation to defects in products purchased through the Website.

8. Returns and refunds - Withdrawal

8.1. Customers may exercise their right of withdrawal as described hereunder:

a) The right of withdrawal must be exercised by the Customer within 14 (fourteen) days of the date of delivery of the products to the Customer or to a third party, other than the courier responsible for delivery, who has been designated by the Customer (in the case of an Order in several lots as provided at Article 6.6 of these Terms and Conditions, the period of 14 (fourteen) days shall commence from the date on which the Customer, or the third party other than the courier responsible for delivery who has been designated by the Customer materially comes into possession of the last item).

b) To exercise their right of withdrawal, Customers must fill out the special "return form" available in electronic format on the Website, after entering the order number and the email address provided during the online purchase phase, indicating the quantity of items to be returned, the reason for exercise of the right of withdrawal (the inclusion of this information is optional and is required for statistical purposes only), the date and time for collection by courier and the details of the package in which the goods shall be returned.

c) PRADA shall send an email to the Customer confirming successful receipt of the return form filled out by the Customer. The email shall also indicate the web address (link) to access in order to print the pro forma invoice to be inserted inside the packaging of the returned products (for product refunds from countries outside the EU, a copy of the pro forma invoice must be consigned to the courier), the web address (link) to print the shipping label containing the Waybill data that must be delivered to the courier, and the web address (link) of the courier, to enable the Customer to monitor of the status of the shipment.

d) The products must be returned in their original state and with the packaging in which they were delivered.

e) The customer must use the return address label included. For the Customer's convenience, this is included in the package sent by PRADA.

8.2. Products must be returned to the following address:

Prada S.p.A.
Via Aretina, 403
Porta 1
52025 Montevarchi (Arezzo)
Italy.

8.3 The Customer undertakes to return the products in relation to which the right of withdrawal is exercised without undue delay and in all cases within 14 (fourteen) days of the date on which the Customer notified PRADA of their decision to withdraw from the contract pursuant to Article 54 of the Italian Consumer Code.

8.4 Except as provided in Article 8.6, the costs of returning the products shall be borne by PRADA.

8.5. PRADA shall verify that the products have been returned in the condition in which they were delivered, within the packaging in which the product was sent from PRADA to the Customer. The substantial integrity of returned products constitutes an essential requirement for the exercise of the right of withdrawal. The Customer shall be solely responsible for any reduction in the value of products resulting from their handling except for what is necessary to determine the product's nature, characteristics and functionality as provided by Article 57 of the Italian Consumer Code. PRADA therefore reserves the right to refuse refunds for products that have been damaged, that have deteriorated, that are dirty, or that are in a state that clearly indicates that the products have been used for purposes other than those indicated above.

PRADA also reserves the right to seek compensation for any damage due to wilful misconduct or negligence on the part of the Customer in relation to the return of the products.

PRADA shall not be held responsible in the event of loss or theft of returned products, or in the event of returns to an incorrect address, or delays in the delivery of returned products not attributable to PRADA itself, it being understood that the Customer shall assume all risks arising from any such consignment. The Customer shall be responsible for providing proof of the return of the products.

8.6 PRADA shall reimburse the price of returned products without undue delay and in all cases within 14 (fourteen) days of the date on which PRADA has been informed of the exercise of the right of withdrawal by the Customer.

In accordance with art. 56 of the Italian Consumer Code, PRADA reserves the right to withhold a refund until it has received the product or until the Customer proves that he or she has returned the product correctly and in pristine condition, taking account of the situation occurring first.

The refund shall be made by crediting the amount paid by the Customer by the same form of payment used for purchase, unless the Customer has expressly agreed otherwise and provided that the Customer does not sustain any cost as a result of the reimbursement.

PRADA is not obliged to reimburse any additional costs if the Customer expressly chooses a delivery method other than a less expensive method offered by PRADA.

PRADA shall notify the Customer by email of the reimbursement of the price.

8.7. Note that product returns and refunds of the purchase price are permitted exclusively for products purchased through the Website.

9. Disclaimer

9.1 Except in cases of malice or gross negligence, PRADA shall not in any manner be held liable to the Customer for indirect or consequential damages that may be caused to the Customer as a result of the purchase of products on sale through the Website.

10. Authenticity of products and intellectual property rights

10.1 PRADA guarantees the authenticity and the high quality of all products offered for sale on the Website.

10.2 The "Miu Miu" trademark, together with all the figurative and non-figurative marks and in general all other trademarks, illustrations, images and logos on "Miu Miu" products, accessories and/or packaging, whether subject to registration or otherwise, are and shall remain the exclusive property of Prada S.A., with registered offices in Luxembourg at 23 Rue Aldringen, L-1118. The total or partial reproduction, modification, tampering or use of

any such trademarks, illustrations, images and logos, for whatever reason and through any media without the prior express agreement of Prada S.A. is absolutely prohibited.

11. Disputes

11.1. These General Terms are governed by and shall be interpreted on the basis of the Italian law, without prejudice to any other mandatory provision, more favourable to the Customer, applicable in the Customer's country of habitual residence.

11.2. In the event of a dispute concerning the interpretation and/or application of these General Terms, the Court with jurisdiction over the place of domicile or residence of the Customer shall be exclusively competent if the Customer is located in the territory of the Italian state. In the event that the Customer's domicile or residence are not located in the Italian territory, the Customer may choose, at his discretion, the Court of his place of residence or domicile or the Court of Milan.

12. Contacts

12.1. Customers are invited to send an email to the following address in relation to any complaints, requests for further information or assistance with the Website or the purchasing procedure, or requests for information and/or clarification of the provisions of these General Terms: client.service.eu@miumiu.com, or to contact the Client Service Web, Prada S.p.A., Via Antonio Fogazzaro 28, 20135 Milan, Italy.

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