

MIUMIU.COM

U.S. Legal Terms

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Table of Contents

- [Governing Law and Choice of Forum](#)
- [Disclaimers and Limitations](#)
- [Access and Use](#)
- [Purchase of Products](#)
- [General Terms and Contact Information](#)

GOVERNING LAW AND CHOICE OF FORUM.

These Terms, and any disputes arising out of or relating to these Terms, shall be governed by 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. All legal proceedings arising out of or in connection with these Terms shall be brought exclusively in the City of New York, State of New York.

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Exclusive remedies. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING (A)

THE SITE SHALL BE THAT YOU LEAVE THE SITE, AND (B) ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE SITE SHALL BE AS EXPRESSLY SET FORTH IN OUR [CANCELLATION, RETURN AND STORE CREDIT POLICIES](#).

Our liability shall be limited. PRADA USA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, PROFITS, OR REVENUE, OR COST OF COVER, OR ANY SIMILAR OR OTHER DAMAGES ARISING FROM THE USE OF THE SITE OR THE PURCHASE OF ANY PRODUCT. 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 PRADA USA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY OF THE LIMITED REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

IF THE FOREGOING LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE MAXIMUM LIABILITY OF PRADA USA TO YOU FOR ANY TYPE OF DAMAGES RESULTING FROM YOUR PURCHASE OF A PRODUCT SHALL BE LIMITED TO THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU FOR ANY PRODUCTS OFFERED ON THE SITE OR U.S. \$200.00.

Force Majeure. Except for payment obligations, non-performance or late performance of either party shall be excused to the extent that performance is rendered impossible, commercially unreasonable, or delayed by strike, fire, flood, governmental acts or orders or restrictions, war, acts of terrorism, labor conditions, supply restrictions, communication or shipment problems, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing.

ACCESS AND USE.

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PURCHASE OF PRODUCTS.

Private use only. By submitting your order, you represent that you are purchasing for private household use only. We do not authorize any sale of our products outside the U.S. or any commercial resale. You may purchase up to four items per individual article, except when otherwise indicated on the product page on the Site. We reserve the right to reject orders and further limit order quantities in our sole discretion at any time.

Product information and availability. Without limiting the generality of the disclaimers and limitations set forth in these Terms, given the unique nature of our products we cannot assume any liability or responsibility for any inaccuracies or errors, or for any loss or damage caused by or arising from your reliance on information obtained from or through this Site, and we may change information at any time. We determine product availability at the time we email you the shipping confirmation.

Price, payment, taxes. By submitting your order via the Site, you agree to pay the purchase price for the items you selected plus shipping and handling costs, and applicable sales tax, if any. Depending on the tax laws in your state, you may be required to pay use tax on purchases for which we do not collect sales tax. We accept the following forms of payment for purchases made through the Site: credit card or PayPal. Accepted credit cards are: Visa, MasterCard, American Express, Discover. Store credits issued by Miu Miu Stores, Outlets, and/or authorized third party retailers are not redeemable for purchases through the Site.

Delivery. We will deliver the products you purchased to a common carrier at our warehouse for shipment to the destination in the continental United States that you select (we ship to Alaska and Puerto Rico, but do not ship to Hawaii, Canada or other locations outside the continental United States; other details regarding shipping and delivery are described in the [Shipping and Delivery](#) page). You receive title and you bear all risks of loss and damage to the products from the

time we deliver the products to the carrier at our warehouse. For security reasons, all purchases from the Site require an adult signature upon delivery. All orders are delivered by FedEx.

Cancellations, returns. We do not accept any cancellations or returns, except as specified in our [Cancellation, Return and Store Credit Policies](#) or required by applicable law.

GENERAL TERMS AND CONTACT INFORMATION.

Changes. We may change our prices, products, these Terms, our [Cancellation, Return and Store Credit Policies](#) and our [Privacy Statement](#) at any time, at our sole discretion, by publishing changes on the Site or otherwise notifying you. We will not apply changes to orders or data that you submitted prior to our publishing or otherwise notifying you of the changes, unless we obtain your consent, by providing a notice with opt-out opportunity on the Site, via email or otherwise.

Severability. If any provision of these Terms is determined to be invalid, illegal or unenforceable, such provision shall be upheld to the fullest extent legally permissible and the remaining provisions of these Terms shall remain in full force and effect. Nothing herein is intended to override mandatory laws to the extent they cannot be contractually altered or modified.

Entire agreement. These Terms and any additional terms that we may specify on the “review your order” page or on our order confirmation shall constitute the entire agreement between you and us with regard to the subject matter hereof, and supersede any prior agreements or understandings.

Contact information. This Site is operated, and all sales are made by PRADA USA Corp., 610 West 52nd Street, New York, New York 10019, USA, Phone: 1 888 9 MIUMIU (1 888 964 8648), Email: client.service.usa@miumiu.com.

Last updated: October 2015

CANCELLATION, RETURN AND STORE CREDIT POLICY

1. Cancellations, Returns, Refunds and Store Credits

- 1.1. Cancellations: You can cancel your order until the date of shipping for any reason free of charge. Cancellations made on or after the date of shipping cannot be made and you will be charged the full amount for your order, subject to the following exception: Excluding pre-order items, if the actual shipment date of your order is delayed by more than 30 calendar days, you can cancel your order free of charge provided that we receive your cancellation prior to actual shipment. Should you choose to cancel the order, we will not charge your credit card or, if your credit card has already been charged, refund the purchase price, sales tax included.
- 1.2. Returns: Products purchased through the Site can only be returned within thirty (30) days from the date of the shipping confirmation. The Products must be returned: (i) in their original condition with all tags still attached and/or contained within the product, including but not limited to, all identification tags and authenticity cards; (ii) in their original packaging; (iii) complete with all of their parts and accessories; (iv) with the original proof of purchase and (v) from locations within the United States. If the foregoing conditions are satisfied and you comply with the Returns to Client Service instructions below, we will not charge your credit card or, if your credit card has already been charged, refund the purchase price of the returned product(s), sales tax included, less the original shipping costs, to the same credit card used to make the original purchase. Alternatively, and subject to the In Store Returns instructions below, you may return your item to any of our free-standing retail stores in the United States for a store credit or exchange your item for another item in any of our free-standing retail stores in the United States, within thirty (30) days of the shipping confirmation. PLEASE NOTE THAT IN STORE RETURNS OF MERCHANDISE PURCHASED THROUGH THE SITE ARE NOT ELIGIBLE FOR REFUND.
- 1.3. Returns to Client Service: In addition to the above conditions, please follow the instructions below for processing your returns for a refund to your credit card.

To return your item through our client service center, you must:

- (i) notify us of your intent to return the item within thirty (30) days from the date of the shipping confirmation by

contacting us at client.service.usa@miumiu.com or at 1 888 9 MIUMIU (1 888 964 8648)

- (ii)** fill out the “return card” (enclosed within the original shipment) specifying the reason for the return and the quantity of items you wish to return;
- (iii)** enclose the “return card” and the original proof of purchase in the return parcel;
- (iv)** print the prepaid FedEx shipping waybill emailed to you by client.service.usa@miumiu.com and affix it to the outside of the package, along with the completed return card that was enclosed with the original shipment (by doing so, you will allow us to pay for your return shipping and trace your package); and
- (v)** drop the package off at a FedEx shipping location, or arrange for pickup of the package directly with FedEx at 1.800.GoFedEx / 1.800.463.3339.
- (vi)** Please note that if you utilize a carrier other than FedEx, or if you fail to comply with the above, you will be responsible for all shipping and handling charges. Further, you shall solely and exclusively bear any and all risks associated with the return shipping and we shall in no event be liable for the loss, destruction, damage, misdirected or delayed shipment of any returned products.
- (vii)** We will not issue any refunds for returns that do not satisfy all of the conditions outlined above; provided, however, that you will have the option to request (within thirty (30) days of being notified that you are not entitled to a refund) that your merchandise be shipped back to you, at your own cost, in the condition in which it was received by our client service center. Your written request for the return of your merchandise must be made within thirty (30) days. Your written request must also indicate your agreement to pay for return shipping and your method of payment for such shipping. If you do not request the return of your merchandise within said thirty (30) day period, you authorize PRADA USA, and any of its affiliates or agents, to dispose of such merchandise.
- (viii)** The address for return shipments is: PRADA USA Corp., ATTN: MIUMIU.COM RETURNS 610 West 52nd Street, New York, New York 10019.

Your refund will be credited back to the same card used to make the original purchase. Your account should be credited within approximately one or two billing cycles from the date of return depending on the refund policy of the credit card used.

1.4. In Store Returns

- (i) You may return your item for a store credit, or exchange your item for another item at any of our free-standing retail stores in the United States, within thirty (30) days of the shipping confirmation.
- (ii) You must present the original proof of purchase at the time of the return/exchange.
- (iii) If you elect to exchange your item for an item that is lower in value, you will receive store credit for the difference. If you exchange your item for an item that is greater in value, you will be charged the difference.
- (iv) A return for refund is not available in store.

1.5. Store Credits:

Please note that store credits expire one year following the date of issuance or the earliest date thereafter permitted by applicable law. Store credits are redeemable at MIU MIU free-standing stores in the country in which they are issued, subject to applicable law, and may only be redeemed for merchandise. STORE CREDITS RECEIVED FOR RETURNS OF MERCHANDISE ORIGINALLY PURCHASED THROUGH THE SITE ARE NOT REDEEMABLE FOR FUTURE PURCHASES THROUGH THE SITE.

1.6. WE RESERVE THE RIGHT TO DESIGNATE NON-RETURNABLE PRODUCTS ON THE SITE. ANY SUCH DESIGNATION WILL BE NOTED ON THE WEB PAGE DISPLAYING THE RESPECTIVE PRODUCTS WHICH ARE NON-RETURNABLE. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THE SITE AS NON-RETURNABLE. STORE CREDITS ISSUED BY MIU MIU STORES, OUTLETS, AND/OR AUTHORIZED THIRD PARTY RETAILERS ARE NOT REDEEMABLE FOR PURCHASES THROUGH THE SITE.

Last updated: October 2015

SHIPPING AND DELIVERY

Our deliveries are handled by FedEx.

The delivery price depends on the order value and on the service requested.

There are three alternative delivery services:

Service:	Price:
Ground Delivery (generally delivers in 1-6 business days)	Complimentary
Second Day Delivery (generally delivers in 2 business days)	\$ 25.00*
Overnight Delivery (generally delivers the next business day)	\$ 35.00*

* For orders of \$ 3,000.00 and more (before shipping charges and sales taxes are applied) we offer complimentary overnight delivery.

** Second Day Delivery and Overnight Delivery are not available for orders including Fragrance products.

We generally ship our online orders within 2 to 4 business days. However, the above mentioned delivery terms are not guaranteed.

As soon as your order leaves the warehouse, you will receive a message with the tracking number of the order, plus a link to the FedEx website where you can check the delivery status whenever you want. In addition, we will email a delivery confirmation once we receive notification from FedEx that your purchase has been delivered.

We ship to the destination of your choice in the continental United States (including Alaska) and Puerto Rico, but do not ship to Hawaii or other locations outside the continental United States. Purchases cannot be shipped to P.O. boxes.

For security reasons, all purchases from the Site require an adult signature upon delivery.

Delivery of Fragrance Products

Please note that Ground Delivery will be the only available method for fragrance products. If an order contains a Fragrance product all items in the order will be shipped Ground. If you want to receive other items with a different delivery method, please place separate orders.

If you have questions or would like more information, please contact us at client.service.usa@miumiu.com or call the toll-free number 1 888 9 MIUMIU (1 888 964 8648), Monday to Friday from 9am to 7pm EST, Saturday through Sunday from 10am to 6pm EST.