

GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

1.1. The sale of “Miu Miu” branded products through the website <https://store.miumiu.cn> (hereinafter referred to as the “Website”) is governed by the following General Terms and Conditions of Sale, as amended from time to time (“Terms and Conditions”).

The products offered on the Website are sold directly by PRADA Fashion Commerce (Shanghai) Co., Ltd. (hereinafter referred to as “PRADA”). PRADA is a company incorporated under the laws of the People’s Republic of China, with registered office at Rooms 4109 & 4110, 41/F, Plaza 66 Office Tower Two, No.1366 Nanjing Xi Road, Jing An District, Shanghai, PRC.

1.2. The sale of products through the Website is restricted to consumers (hereinafter referred to individually as "Customer" or, collectively, "Customers") meaning natural persons acting for purposes not related to business, entrepreneurial, or commercial activities, and over the age of 18 years (or, if younger, authorised by their legal representative).

The resale or transfer of the products purchased on the Website for any business, entrepreneurial or commercial purpose whatsoever is expressly prohibited.

1.3. The products offered for sale on the Website may only be purchased if delivered to an address in the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).

1.4. The languages used to execute sale contracts through the Website are: Chinese and English. The Chinese and English versions of such sale contracts shall be equally valid, however, in the event of any discrepancy, the Chinese version shall prevail.

1.5. The Terms and Conditions are published on the Website for Customers’ information, storage and reproduction purposes, in compliance with the applicable laws currently in force.

1.6. The purchase of the products is exclusively governed by the Terms and Conditions of Sale published on the Website and in force at the time of the relevant purchase.

PRADA reserves the right to amend and/or replace the Terms and Conditions at any time.

Any amendments and/or replacements shall only be effective in respect of purchases made after the date the amended or new version of the General Terms and Conditions of Sale is published and is stated to take effect.

The amendment or replacement of the Terms and Conditions with a new version automatically results in the non-applicability, ineffectiveness and non-enforceability of the previous version of the Terms and Conditions with respect to purchases made after such previous version of the Terms and Conditions is removed from the Website or the new version of the Terms and Conditions is stated to have effect.

2. Product availability

2.1. The Customer acknowledges that the products offered by PRADA on the Website (hereinafter referred to as the "Products") are limited in quantity and he/she is therefore aware that PRADA shall need to check their availability at the time of the purchase.

2.2. Occasionally certain Products may be unavailable. In such circumstances, PRADA shall inform the Customer promptly (and in any case within the deadlines specified in Clause 6.5 below) by SMS or telephone call that the order placed has been cancelled, or inform the Customer that the delivery would be delayed.

2.3. PRADA reserves the right to vary the Products offered for sale on the Website at any time, without any notice.

3. Purchasing process

3.1. Each Product offered for sale on the Website can be viewed by following a dedicated link displaying the Product's photographic images, unit price, colours, sizes (if applicable) and, for those Products expressly marked on the Website as "Pre Order" "Pre Ordered Product" or "Personalized", being not yet available for delivery, the estimated date which the Pre Ordered Products or Personalized Products shall be delivered (subject to Clause 6.5).

3.2. The Customer may purchase one or more Products, up to a maximum of 4 units per Product, except as otherwise provided for certain types of Products. PRADA reserves the right to vary at any time the limitations to the number of Products that can be purchased through the Website.

3.3. The Products selected for purchase by the Customer shall be placed into a special section (hereinafter referred to as the "Shopping Bag"). Items in the Shopping Bag are not reserved and may be purchased by other customers.

A description of the Products, including measurements or sizes (if applicable), together with one or more photographic images in digital format showing the Products, shall be included in the Customer's Shopping Bag.

3.4. Although PRADA takes reasonable steps to ensure that the photographs displayed on the Website accurately reflect the original Products, there may be some discrepancies due to the technical characteristics and colour resolution of the device used by the Customer, and PRADA shall not be responsible for any possible inadequacy of the graphic representations of the Products displayed on the Website. Any measurements of the Products given are approximate only, and colours, fabrics and designs of the Products displayed, and the Products delivered to the Customer, may vary in minor respects.

3.5. To view the Products selected and the total price of any proposed purchase order, the Customer may visit the Shopping Bag page.

Before confirming the relevant order (hereafter referred to as the "Order"), the Customer is required to check the accuracy of the contents of the Shopping Bag and fill in the Order form in accordance with the instructions provided on the Website.

3.6. The order process is completed as soon as the Customer has completed payment, thereby confirming his/her Order, which will be directly submitted to PRADA.

After payment has been completed, the contents of the Order may no longer be modified by the Customer.

3.7 Before confirming the Order, the Customer is required to confirm that he/she has read and accepted the Terms and Conditions. At the end of the purchasing process, the Customer is advised to save or print the Terms and Conditions.

3.8. Unless the Order process is fully completed, the Order cannot be submitted to PRADA.

3.9. The Customer agrees and understands that PRADA may collect, use, store and process the Customer's personal data in accordance with PRADA's Privacy Policy published on the Website. For details on the manner in which PRADA uses cookies, the type of information PRADA collects, how and for what purposes, PRADA uses the Customer's information and under what circumstances PRADA discloses information, please see PRADA's Privacy Policy and Cookie Policy published on the Website.

3.10. Customers who have registered at the Website may check their Order status by logging onto such area and accessing the 'My Orders' page.

3.11. The Customer is responsible for the accuracy and truthfulness of any data entered on the Website or otherwise used at the time of the purchase.

3.12. The Customer may have the opportunity to pre-order on the Website a selection of Products before their commercial launch or distribution and placement in the market. These Products are clearly defined and marked on the Website as "Pre Order" or "Pre Ordered Product". The Customer

acknowledges that such Pre Ordered Products are not yet available for delivery at the time of placing his/her Order.

The Customer may also have the opportunity to order on the Website a selection of Products which can be personalized by the Customer in the manner described on the Website. These Products are clearly defined and marked on the Website as "Personalized". The Customer acknowledges that such Personalized Products may not be available for immediate delivery at the time of placing his/her Order.

3.13. The Customer acknowledges and agrees that if he/she orders a Pre Ordered Product or Personalized Product, the relevant price shown on the Website and displayed in the Shopping Bag section shall be charged in advance to the Customer, although the Pre Ordered Product or Personalized Product is not available for delivery at that moment.

Subject to Clause 6.5, the Pre Ordered Product or Personalized Product will be delivered to the Customer on or around the estimated date specified in the Product page description and/or in the Shopping Bag section.

If any Order placed by the Customer relates to one or more Pre Ordered Products or Personalized Products in addition to Products currently available for delivery, all Products will be shipped together on or around the estimated delivery date specified in the Product page description and/or in the Shopping Bag section for the Pre Ordered Products and/or Personalized Product (subject to Clause 6.5).

3.14. Except as otherwise provided in the Terms and Conditions in relation to Pre Ordered Products and Personalized Product, all the Terms and Conditions will apply to the sale of Pre Ordered Products and Personalized Product on the Website.

4. Execution of contract

4.1 Information on the Website shall be treated as invitation only, and is not an offer or unilateral contract, the Customer agrees that any order placed by the Customer is an offer to purchase the Products listed in the Order on the Terms and Conditions. All orders submitted are subject to acceptance by PRADA. Upon confirmation of the Order by the Customer, the Order is submitted to PRADA for processing and cannot be further modified or cancelled by the Customer.

The Order placed by the Customer shall only be processed by PRADA if the entire Order process has been duly completed, without any error being reported by the Website.

After the Customer has successfully placed an order, PRADA will send an SMS to the Customer acknowledging that PRADA has received the Order. However, this does not mean that PRADA has accepted the Order.

4.2. The contract by and between PRADA and the Customer shall be deemed to have been made as soon as PRADA sends to the Customer a confirmation SMS (hereinafter referred to as the "Confirmation SMS") which shall confirm PRADA's acceptance of the Order, and state the Order number.

The Confirmation SMS shall be sent to the mobile phone number indicated by the Customer in the order form.

4.3. PRADA reserves the right not to accept Order (including parts of Orders) placed by a Customer for any reason in its discretion, without liability to the Customer. The following are examples of situation when PRADA may not accept the Customer Order in any of the following events:

- a) the Products included in the Order are unavailable or temporarily unavailable (except in the case of Pre Ordered Products);
- b) there is a dispute between PRADA and the Customer relating to a previous Order and the responsibility is on the Customer side;

- c) the Customer has breached the Terms and Conditions on previous occasions or has not fulfilled his/her obligations arising therefrom;
- d) PRADA has grounds to suspect that the Customer is purchasing the Products in order to resell them or sell them for business, entrepreneurial, or commercial purposes;
- e) the Customer has been involved in, or is suspected of involvement in, illegal or fraudulent activities;
- f) PRADA has grounds to suspect that any data entered on the Website by or in relation to the Customer is or may be inaccurate or untrue;
- g) if the Customer orders multiple quantities of an individual Product where such Products are to be shipped to any one customer or delivery address;
- h) If PRADA is unable to obtain authorisation of the Customer's payment; or
- i) if shipping restrictions may apply to a Product.

The decision of PRADA as to the non-acceptance or cancellation of any Order shall be binding on the Customer.

In the event of non-acceptance of any Order, PRADA shall inform the Customer by SMS, within 30 days of the date of receipt of the Order, of the non-acceptance of the Order received. In such case, that Order shall be deemed to have not been accepted by PRADA and no contract shall be deemed to have been entered into and between PRADA and the Customer.

The Customer shall be promptly reimbursed the amount paid to PRADA by the Customer in respect of an Order in the event of non-acceptance of any Order. If the non-acceptance is only partial due to the unavailability of some of the Products ordered, the Customer shall only be charged for the price of the Products actually purchased.

4.4. If Parts of information on the Website will be treated as offer, then for such information the contract shall be deemed to have been made as soon as the Customer submits the Order to PRADA.

Even though the contract has been made, if the situation listed from b) to i) in Article 4.3 occurs, the Customer agrees that PRADA can dissolve the contract by sending a Termination SMS (hereinafter referred to as the "Termination SMS").

If the situation a) listed in article 4.3 occurs, namely the Products included in the Order are unavailable or temporarily unavailable, the Customer agrees that the delivery would be delayed and the actual delivery time would be notified by PRADA, or subject to the agreement by the Parties the merchandise items would be replaced by other items, or the Customer may get a refund by Prada.

After the contract is terminated, if the Customer has paid the purchase price but the purchased Product is not shipped, the Customer will receive a refund of the payment for the Order in time.

If the purchased Product is shipped, the Customer will need to return the product and ensure that the Products are intact and complete, and the customer will also receive a refund of the payment for the order in time. If the situation listed in b)-i) of article 4.3 occurs, and cause PRADA to suffer losses, PRADA may require the Customer to compensate such losses accordingly.

5. Price and Method of Payment

5.1. The prices of all Products offered for sale on the Website are inclusive of VAT.

5.2. The relevant prices shall be shown in Renminbi (RMB).

5.3. The total price displayed in the Shopping Bag includes shipping costs.

In any event, PRADA shall seek the Customer's express consent to charge any additional cost.

5.4. The prices shown on the Website and displayed in the Shopping Bag shall upon confirmation by the Customer of the Order by pressing the relevant final Order confirmation button (Buy Button) be charged to the Customer.

PRADA reserves the right to modify the prices of the Products offered for sale on the Website at any time and without notice.

5.5. PRADA only accepts Unionpay credit cards/debit cards, Alipay, WeChat Pay and the other payment methods expressly indicated on the Website.

5.6. For the purposes of credit card/debit card payments, the Customer confirms and warrants that he/she is the owner of, or has been authorized by the owner to use, the credit card/debit card used for the purchase, and the accuracy of all the relevant data entered at the time of purchase, including but not limited to: credit card/debit card number, expiry date and, if applicable, the security code.

PRADA takes no responsibility for, and is not under any duty to verify the Customer's ownership of or authorization to use such credit card/debit card, or the accuracy of the relevant data entered at the time of purchase.

Customer undertakes that he/she is well aware of the risks of online payment. In order to prevent losses, Customer shall keep good care of his/her account information, bank account information and any electronic payment account information. When Customer has finished using this Website, Customer should log off safely. If Customer finds anyone else fraudulently using or stealing his/her account information, bank or other electronic payment account information, he/she should inform PRADA immediately and effectively; Customer may also contact Client Service to suspend or stop his/her services.

Transaction amounts shall be charged to the Customer only following:

(i) the verification of the credit card/debit card data, and (ii) receipt of the debit authorisation from the company or the Bank issuing the credit card/debit card used by the Customer.

5.7. For the purposes of payment otherwise than by credit card/debit card, the Customer confirms and warrants that he/she is the owner of or has been authorized by the owner to use, the account used for the purchase. PRADA takes no responsibility for and is not under any duty to verify the Customer's ownership or authorization to use such account.

5.8 All credit/debit cardholders and payment account holders are subject to validation checks and authorisation by the card issuer or payment method provider. If the issuer of the Customer's card or payment method refuses to authorise payment, PRADA will not accept the Customer's Order and PRADA will not be liable for any delay or non-delivery and PRADA is not obliged to inform the Customer of the reason for the refusal.

5.9 PRADA is not responsible for any charges or other amounts which may be applied by the Customer's card issuer or bank or payment method provider as a result of PRADA's processing of the Customer's credit/debit card payment or other method of payment in accordance with the Customer's Order.

5.10 If the Customer's credit/debit card or payment method is not denominated in the currency of the Customer's purchase indicated on the Website, the final price may be charged in the currency of the Customer's card or account. Such final price is calculated and charged by the Customer's card issuer or bank or payment method provider and therefore PRADA shall not be responsible for any cost, expense, charge or other liability which may be incurred or suffered by the Customer as a result of the Customer's card issuer or payment method provider charging the Customer in a different currency other than the currency of the Customer's purchase as displayed on the Website.

5.11. The purchased Products shall only be shipped after due payment of the amount owed by the Customer.

In the event the Customer cannot be charged the amounts due for any reason whatsoever, the sale process shall be automatically terminated and the sale cancelled.

5.12 PRADA endeavours to ensure that all pricing information on the Website is correct. Occasionally, however, an error may occur and Products may be mispriced. If a Product's correct price is lower than the price stated on the Website, PRADA will either charge the lower amount and send the Customer the Product or cancel the Customer's order. If a Product's correct price is higher than the price stated on the Website, PRADA will, at its discretion, contact the Customer and ask the Customer whether the Customer wishes to proceed with the order at the correct price, or cancel the Order and notify the Customer of such cancellation. PRADA will not be obliged to supply Products at an incorrect price.

6. Delivery

6.1. The Products shall be delivered to the address indicated by the Customer in the Order. Signature of the Customer, or the third party designated by the Customer in the Order shall be required upon delivery of the Products. PRADA shall not be responsible to verify the identity of the person signing to accept delivery. In the event that PRADA's designated courier is unable to deliver the Products to the address indicated by the Customer in the Order within five days of the first delivery attempt, PRADA may cancel the Order and notify the Customer of such cancellation. In such event, PRADA shall refund the purchase price of the Products to the Customer.

6.2. PRADA shall not process any order addressed to a post office box or accept any order from a Customer who PRADA suspects may not be a natural person.

6.3. The Products offered for sale on the Website may only be purchased and delivered to addresses in the territory indicated above (section 1.3). In light of the foregoing, any Order entailing delivery outside of this territory shall be automatically rejected upon processing of the Order.

6.4 PRADA shall not be responsible for any delay in delivery or failure to deliver Products if the Customer's delivery address as provided on the order form is incorrect or incomplete.

6.5. In compliance with the applicable laws currently into force, the term within which PRADA is required to deliver the Products purchased is within 30 (thirty) days of the date of execution of the contract, or in respect of Pre Ordered Products or Personalized Product or any Order including a Pre Ordered Product and/or Personalized Product, on or around the estimated delivery date for any Pre Ordered Product and/or Personalized Product included in the Order shown to the Customer in the Product page description and / or in the Shopping Bag section, except-, in any case, in the event of *force majeure*, or unforeseeable circumstances.

6.6. In the event PRADA does not deliver the Products ordered within the above term, the Customer may request that PRADA delivers such Products within an additional period appropriate in the circumstances, in accordance with the applicable laws currently in force.

Both PRADA and the Customer shall in any event have the right to immediately terminate the contract if the Product ordered is not delivered within the additional term specified.

The Customer's sole remedy for any failure to deliver his/her order shall be the right to cancel the relevant order and receive a full refund of any monies paid to PRADA in respect of that order.

6.7. PRADA reserves the right to split an order into multiple shipments, according to the availability of the Products. In this case, PRADA shall inform the Customer by SMS.

6.8. When the purchased Product is shipped, the Customer shall be sent an SMS to the mobile phone number indicated in the Order. Such SMS shall contain a shipment tracking code. PRADA's Client Service may provide assistance required for any potential problem relating to delivery. Customers may contact PRADA's Client Service by email at: client.service.china@miumiu.com or by phone at 4006061993.

6.9. Alternatively to delivery by courier, the Customer may request to collect the Products designated by PRADA directly from a store which may be selected on the Website at the time of the purchase. In the event the Customer does not collect the Products within 7(seven) days of the date of sending of the SMS informing him/her that the Product is available for collection, the sale may be cancelled by PRADA. In such case, the Customer shall be informed of such cancellation and shall be refunded any amounts already paid.

6.10. The Customer shall bear the risk of loss or damage to the Products from the moment that they are delivered in accordance with clause 6.1.

In the event, on the other hand, the loss or damage to the Product occurs prior to the physical delivery in accordance with Clause 6.1, PRADA shall refund to the Customer any amounts already paid.

7. Product Conformity

7.1. At the time of delivery, the Customer is required to check the Products delivered in order to ascertain that they match the Products ordered and that they do not show any manufacturing defects or lack of conformity.

7.2. In the event of existence of manufacturing defects in the Products ordered, the Customer shall be entitled, within a period of two years from the date of delivery of the Products to demand that the Product be repaired, or replaced (at the option of PRADA) , excluding fragrances beach wear, underwear and made-to-order products.

7.3. In order to notify the existence of Product defects and to demand one of the remedies listed above, Customers may contact PRADA as indicated in section 12 below.

8. Returns and refunds – Withdrawal

8.1. Except in the case of Personalized Products indicated not returnable, the Customer has the right to withdraw from the contract in respect of all or any Products ordered within 7 (seven) days of the date of delivery of the Products to the Customer's address. For split Orders, the relevant term shall begin on the day of delivery of the last Product.

8.2. In order to exercise the right of withdrawal, Customers must follow the instructions and the procedures sent out on the Return Information Form enclosed with the Products.

8.3. In the event the Customer complies with the procedure set forth in the preceding paragraph, the courier appointed by PRADA shall collect the parcel containing the Products to be returned with no charges to the Customer.

If, on the other hand, the Customer does not comply with such procedure, the return costs and any liability for loss, theft, damage or delay in the delivery shall be borne by the Customer.

8.4. The Customer undertakes to return the Products for which he/she has exercised the relevant right of withdrawal without undue delay and, in any case, within 7 (seven) days of the date the exercise of the right of withdrawal is notified to PRADA.

8.5. Products must be returned in the same condition in which they were delivered and should be packed in their original packaging. The Customer must therefore ensure that the Products are intact and complete, that they have never been used, worn or damaged in any way, and equipped with all the labels, tags and security tags, correctly attached in their original positions, as they were received with, together with the original VAT invoice.

PRADA shall check the condition of each Product returned, and the substantial integrity of such Product, and its labels, tags and security tags are an essential requirement for the exercise of the right of withdrawal.

PRADA reserves the right to reject the return of such Products that appear to have been damaged, deteriorated, stained or appear to be in a condition that indicates that they have been used for purposes other than for those verifications by the Customer strictly necessary to ascertain the nature and features of the Product purchased.

In the event the return is rejected, PRADA shall send a specific notice to the Customer and shall consequently not proceed to credit the amount paid by the Customer, reserving as well the right to recover compensation for any damage attributable to the Customer¹.

8.6. PRADA shall refund any amounts due for the Products returned without undue delay and subject as provided below, within 14 (fourteen) days of the date on which PRADA becomes aware of the exercise by the Customer of the right of withdrawal.

In any event, PRADA reserves the right to withhold the refund either until receipt and verification of the Product returned.

The aforementioned refund shall be made by crediting the amount paid by the Customer with the same payment method to the same card or account used for the purchase, unless otherwise expressly agreed by the Customer and provided that no costs are incurred as a result of the refund. PRADA shall confirm the refund to the Customer by SMS.

8.7. PRADA shall not be under the obligation to refund the delivery costs of the Products in the event the Customer has selected a delivery method other than the standard delivery offered by PRADA.

8.8. The return of Products under this section is only permitted in respect of purchases made on the Website.

9. Limitation of liability

9.1. Except in the event of wilful misconduct or gross negligence, PRADA shall in no way be liable to the Customer for any losses, loss of goodwill or reputation that may arise from the purchase of the Products offered for sale on the Website or otherwise arising out of or in connection with the Website.

9.2 Subject to Sections 6.6 and 9.1, except as specifically provided by law, the aggregate liability under these Terms and Conditions of PRADA whether arising under contract, tort (including negligence) or otherwise shall in no event exceed 100% of the price of the relevant Product the Customer has ordered from PRADA.

9.3 PRADA will not be held responsible for any delay or failure to perform or comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond PRADA's reasonable control.

10. Product authenticity and intellectual property rights

10.1. PRADA warrants the authenticity of all the Products offered for sale on the Website.

10.2. The "Miu Miu" trademark, as well as all the figurative and non-figurative marks and, more generally, all the other trademarks, illustrations, images and logos found on the "Miu Miu" products, relevant accessories and/or packaging, whether registered or not, are and shall remain exclusive property of the PRADA Group. The reproduction, in whole or in part, modification, tampering or use of such trademarks, illustrations, images and logos, for whatever reason and on any support, are strictly forbidden.

10.3 All content (including, but not limited to, logos, text, data compilations, graphics, icons, images, photographs, audio clips, sounds, music, and software, and any combination thereof) available on the Website (the "Content"), is either owned or licensed by PRADA (or a PRADA Group Company), and is protected by applicable copyright laws and treaties around the world. All such rights are reserved.

10.4 Subject to these Terms and Conditions, PRADA grants the Customer a revocable and non-exclusive licence to access and make personal use of the Website limited such that it does not include the right to:

- (a) use the Website in any way which may prejudice or damage the reputation of PRADA;
- (b) use the Website for any commercial or business purposes. The Website is for Customers' personal use only;
- (c) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on PRADA's infrastructure.

10.5 PRADA may terminate the limited licence set forth in this Section at any time in its sole discretion without prejudice to any other remedy PRADA may have against the Customer pursuant to applicable law for any reason whatsoever and/or for any breach of these Terms.

10.6 PRADA endeavours to ensure that the information posted by it on the Website is accurate and complete. PRADA does not, however, guarantee that the Content or any other information available on the Website is accurate and/or error free, PRADA does not promise that the functionality of the Website or Content will be error free or that the Website, Content or the server that makes it available are free of viruses, malicious code or other components which are potentially harmful or that the Website will not be hacked. PRADA recommends that all users of the Internet ensure they have up to date virus checking software installed.

11. Disputes

11.1. The Terms and Conditions are governed by the laws of the People's Republic of China (excluding Hong Kong, Macau and Taiwan) and shall be construed accordingly.

11.2. Unless otherwise provided by law, in the event of a dispute arising from the interpretation and/or application of the Terms and Conditions, the competent court in the district where PRADA's office, namely Jing An District Court in Shanghai is located shall have exclusive jurisdiction.

11.3. The Terms and Conditions are severable. If any provision of the General Terms and Conditions is judged to be invalid or unenforceable, such provision shall be deemed as deleted and others shall remain valid and enforceable.

11.4. Data recorded on the Website concerning the Customer's orders and transactions relating to Products shall be deemed to be a complete and accurate record.

12. Contact details

12.1. For any complaint, additional information or assistance relating to the Website or to the purchasing process and, in any event, for any request for information and/or clarifications in respect of the General Terms and Conditions of Sale hereof, Customers may send an email to the following address: client.service.china@miumiu.com or contact the E-commerce Client Service, Prada Fashion Commerce (Shanghai) Co., Ltd., Rooms 4109 and 4110, 41/F Plaza 66 Office Tower Two, No.1366 Nanjing Xi Road, Jing An District, Shanghai 200040.