

GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

1.1. The sale of "Miu Miu" branded products executed remotely through this site (hereinafter referred to as the "Website") is governed by the following General Terms and Conditions of Sale.

The products offered on the Website are sold directly by Prada Retail France S.a.s. (hereinafter referred to as "PRADA"). PRADA is a company incorporated under French law, with registered office at 18 Avenue Matignon, 75008 Paris, France, tax code and VAT no. FR41330730078, registered in the Companies' Register of Paris under no. B330730078.

1.2. The use of the remote sale service governed by the General Terms and Conditions of Sale hereof is exclusively reserved to consumers (hereinafter referred to individually as "Customer" or, collectively, "Customers") meaning natural persons acting for purposes not related to the business, entrepreneurial, artisanal or professional activities possibly carried out, over the age of 18 (or, if younger, authorised by their legal representative).

The resale or transfer of the products purchased on the Website for any commercial or professional 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 France (mainland France including Corsica) and Luxembourg.

1.4. The languages used to execute the sale contract through the Website hereof are: French and English.

1.5. The General Terms and Conditions of Sale hereof are published on the Website for Customers' information, storage and reproduction purposes, in compliance with the applicable laws currently into force.

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

PRADA reserves the right to amend the General Terms and Conditions of Sale hereof at any time.

Any amendments shall only be effective in respect of purchases made after the date the new version of the General Terms and Conditions of Sale is published.

The replacement of the General Terms and Conditions of Sale hereof with a new version automatically implies the non-applicability, ineffectiveness and non-enforceability of the former version with respect to purchases made after such previous version is removed from the Website, also in the event such General Terms and Conditions of Sale are in any way accessible and/or available to the general public through other internet websites other than the one indicated above.

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 number and he/she is therefore aware that PRADA shall need to check their availability at the time of the purchase.

2.2. Occasionally the Products might be unavailable even though displayed on the Website. In such circumstances, PRADA shall inform the Customer promptly (and in any case within the deadlines specified below) by email that the order placed is not accepted by PRADA.

In the event the order is only partially unavailable, the Customer will be asked if he/she either wishes to receive the Products that are available or fully cancel the order.

2.3. PRADA reserves the right to vary the articles sold 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 article's photographic images, unit price, colours and sizes (if applicable).

3.2. The Customer may purchase one or more Products, for a maximum of 4 units per Product, except as 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 by the Customer shall be placed into a special section (hereinafter referred to as the "Shopping Bag").

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

3.4. Although PRADA constantly takes 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. As a result, PRADA shall not be responsible for any possible inadequacy of the graphic representations of the Products displayed on the Website if due to the above technical reasons.

3.5. To view the Products selected and the total price of the purchase order, please 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 purchasing process is completed as soon as the Customer presses the relevant final Order confirmation button (hereinafter referred to as the "Buy Button"), thereby validating his/her Order, which will be directly submitted to PRADA.

After pressing the Buy Button, 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 General Terms and Conditions of Sale hereof. At the end of the purchasing process, it is advisable that the Customer save or print off the General Terms and Conditions of Sale.

3.8. The purchasing process must be fully completed; failure to do so entails that the Order cannot be submitted to PRADA.

3.9. Each Order and the Customer's data required for the purchase shall be processed and stored by PRADA for the time period provided for and in compliance with the applicable laws currently in force and in accordance with the Privacy Policy available on the same page of the Website where these General Terms and Conditions of Sale are published.

3.10. Customers who have registered to log in the reserved area of the Website may check their Order status by logging in such area and accessing the 'My Orders' page.

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

4. Performance of contract

4.1. Upon confirmation of the Order, 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 purchasing process has been duly completed, without any error being reported by the Website.

After placing the Order, the Customer will receive without undue delay an e-mail acknowledging that PRADA has received the Order. However, this does not mean that the Order has been accepted by PRADA. PRADA's acceptance of the Order and the conclusion of the contract will take place as described below in section 4.2.

4.2. The contract by and between PRADA and the Customer shall be deemed to have been executed as soon as the Customer receives a confirmation email from PRADA (hereinafter referred to as the "Confirmation Email").

The Confirmation Email shall be sent to the address indicated by the Customer in the order form and shall set forth the relevant confirmation and a summary of the terms and conditions of the sale, such as: the Product's description and main features, the total order price, including any shipping costs, the address for complaints, information on after-sale services, on the Customer's right of withdrawal and its exercise.

4.3. PRADA reserves the right to not accept the Order placed by a Customer in the following events:

- a) the Products included in the Order are unavailable or temporarily unavailable;
- b) there is a dispute between PRADA and the Customer relating to a previous Order;
- c) the Customer breached the General Terms and Conditions of Sale on previous occasions or has not fulfilled his/her obligations arising therefrom;
- d) it emerged that the Customer is purchasing the Products in order to resell them or sell them for commercial or professional purposes;
- e) the Customer has been involved in, or is suspected of, illegal or fraudulent activities.

In such events, PRADA shall inform the Customer by email, within 15 (fifteen) days from the date of receipt of the Order, of the non-acceptance of the Order received.

In the event of partial unavailability of the Products, before receiving the Confirmation Email the Customer shall be in the position to choose either to receive the only Products available or fully cancel the Order.

If the cancellation is only partial, the Customer shall only be charged for the price of the Products actually purchased.

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 Euro (EUR).

5.3. The total price displayed in the Shopping Bag includes shipping costs, if any, which shall be indicated separately.

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 section upon confirmation by the Customer of the Order by pressing the Buy Button shall be charged to the Customer, provided that the Products ordered are available in that moment.

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 credit cards and the other payment methods expressly indicated on the Website before the confirmation of the Order by the Customer.

5.6. For the purposes of credit card payments, the Customer confirms and warrants that he/she is the owner of the credit card used for the purchase and the accuracy of all the relevant data entered at the time of purchase, such as: credit card number, expiry date and, if applicable, the security code.

Transaction amounts shall be charged to the Customer only following:

(i) the verification of the credit card data, (ii) receipt from the company issuing the credit card used by the Customer of the debit authorisation, and (iii) PRADA's confirmation that the product is available and, in any event, after the Order is ready to be processed.

No amount will be charged at the time of submission of the Order.

5.7. For the purposes of payment through other payment service providers, the Customer confirms and warrants that he/she is the owner of the account used for the purchase.

Customers shall only be charged the relevant transaction amounts after receipt of the Confirmation Email from PRADA.

5.8. 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, and the Customer shall be subsequently notified accordingly.

5.9. In the event one or more Products are unavailable and the Customer has decided not to fully cancel the Order, he/she shall only be charged the price of the available Products and the possible related shipping costs.

6. Delivery

6.1. The Products shall be delivered to the address indicated by the Customer in the Order. The Customer's signature shall be requested upon delivery of the Products.

6.2. For security reasons, PRADA shall not process any order addressed to a post office box or accept any order that does not allow to identify the natural person held to be the recipient of the order and the relevant address.

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

6.4. In the event the Customer is subject to the application of shipping costs, such costs shall be indicated expressly and separately from any other cost or expense upon completion of the filling in of the Order and prior to pressing the Buy Button.

6.5. In compliance with the applicable laws currently into force, the term within which PRADA is required to deliver the Products purchased in the absence of indication of an agreed delivery date or estimated delivery date at the time of the conclusion of the contract, is 30 (thirty) days of the date of execution of the contract, with the exception of events of *force majeure*.

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

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.

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 email and may either charge the Customer for the Products as and when these are shipped or as a single payment.

6.8. As soon as the purchased Product is shipped, the Customer shall receive an email to the address indicated in the Order. Such email shall contain a shipment tracking code and an exclusive link that will allow the Customer to real-time monitor the delivery.

PRADA's Customer Service shall provide the assistance required for any potential problem relating to the delivery. Customers may contact PRADA's Customer Service by email at: client.service.eu@miumiu.com.

6.9. Alternatively to the delivery by courier, the Customer may request to collect the Products purchased 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 30 (thirty) days of receipt of the email 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 by email 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 in which he/she, or a third party appointed by the Customer and other than the carrier, physically takes possession of such Products.

In the event, on the other hand, the loss or damage to the Product occurs prior to the physical delivery to the Customer or a third party appointed by the Customer, PRADA shall refund the Customer any amounts already paid.

7. Product Conformity - Warranties

7.1. At the time of delivery, the Customer is required to check the Products in order to ascertain that they match the articles ordered and that they do not show any manufacturing defects or lack of conformity. The sale of "Miu Miu" Products is subject to the legal warranties provided for under the applicable laws, as well as to any additional contractual warranties possibly provided to the Customer by PRADA.

7.2. PRADA is liable for any non-conformity of the Products under the Agreement (Articles L. 217-4 to L. 217-16 of the French Consumer Code) and any hidden defects in the conditions set forth in Articles 1641 to 1648 and 2232 of the French Civil Code.

Where the Customer brings action on the basis of a statutory warranty of conformity, the Customer:

- have the right to bring an action within a period of two years following the delivery of the Product;
- may choose between the repair or replacement of the Product, provided that the Customer's choice does not lead to a manifestly disproportionate cost in relation to the other option, given the value of the Product or the extent of the defect;
- is not required to provide proof of the existence of the Product's non-conformity during a period of 24 months following delivery of the Product.

In addition, the statutory warranty of conformity applies regardless of any commercial warranties granted.

The Customer may decide to enforce the warranty against hidden defects within the meaning of Article

1641 of the French Civil Code. In this case, the Customer may choose between the rescission of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.

7.3. In order to notify the existence of product defects and lacks and to demand one of the remedies listed above, Customers may contact PRADA at the addresses indicated in section 13 below.

8. Returns and refunds - Withdrawal

8.1. The Customer has the right to withdraw from the contract within 14 (fourteen) days of the delivery of the Products. For split Orders, the relevant term shall begin on the day of delivery of the latest Product.

8.2. In order to exercise the right of withdrawal, Customers may use the specific form accessible in the "Returns" section of the Website or directly in the "My Account" section if the relevant Customer is registered on the Website.

To this end, Customers shall be required to: (i) fill in the online form with the information required, (ii) apply on the parcel the sticker with the return address found therein, (iii) prompt a withdrawal request to the courier appointed by PRADA by sending an email to miumiu.it@dhl.com with a copy to client.service.eu@miumiu.com, specifying the address, telephone number and the selected date of collection of the parcel, such date to be confirmed with the courier.

A form with the instructions for product returns shall be put into each parcel containing the Products purchased.

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 may also be communicated the address the Products must be returned to by contacting PRADA at the following email address: client.service.eu@miumiu.com.

8.5. 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 14 (fourteen) days of the date the exercise of the right of withdrawal is notified to PRADA.

8.6. Products must be returned in the same conditions in which they were delivered. 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 returned in their original packaging, equipped with all the labels they were received with. In case a Product was provided with a security tag, the return of this Product will not be accepted if the original security tag has been removed, broken or damaged. The Customer is also informed that, based on security and hygienic-sanitary reasons, perfumes cannot be returned if the sealing cellophane and the original packaging have been opened, damaged, altered or removed.

PRADA shall check the packaging and conditions of each Product returned, being the substantial integrity of such Products an essential requirement for the exercise of the right of withdrawal.

PRADA reserves the right to reject the return of such Products that should result to have been damaged, deteriorated, stained or appear to be in a condition that unequivocally shows 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 claim compensation for any damage attributable to the Customer's behaviour.

8.7. PRADA shall refund any amounts due for the Products returned without undue delay and in any case 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 or until proof by the Customer that he/she has returned the product duly and in intact conditions, whichever occurs first.

The aforementioned refund shall be made by crediting the amount paid by the Customer with the same payment method 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 inform the Customer by email of refund of the amount.

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

8.9. 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 *vis-à-vis* the Customer for any indirect or consequential damages that may arise from the purchase of the Products offered for sale on the Website.

10. Product authenticity and intellectual property rights

10.1. PRADA warrants the authenticity and high quality 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.

11. Retention of the Agreement

11.1. Pursuant to Article L. 213-1 of the French consumer Code, PRADA will store and archive on any medium, for a period of 10 years, all agreements entered into with the Customer for a value of €120 or more and the Customer will be able to access them at any time.

11.2. This right of access may be exercised at any time by contacting client.service.eu@miumiu.com or the E-commerce Client Service, Via Orobica no. 3, 20139 Milan, Italy.

12. Governing Law - Disputes

12.1. The General Terms and Conditions of Sale hereof are governed by French law and shall be construed accordingly, without prejudice to any other imperative provision of law more favourable to the Customer applicable in the country of residence of the Customer.

12.2. The Customer is entitled to request, on a free of charge basis, the use of a consumer mediation service in order to settle amicably any disputes relating to these General Terms and Conditions of Sale.

The Customer may contact the mediation service provided by the Fédération du e-commerce et de la vente à distance ("FEVAD") at the following address: <http://www.mediateurfevad.fr/>.

The Customer may also use the online dispute resolution service proposed by the European Commission in accordance with Article 14 of Regulation (EU) No 524/2013. This platform can be accessed at the following link: <https://webgate.ec.europa.eu/odr/>.

This right to use the mediation service is an alternative mechanism but does not constitute a prior condition to the exercise of the right to bring a claim before courts, pursuant to the provisions of section 12.3.

12.3. Any dispute arising from the validity, conclusion, interpretation and/or performance of the General Terms and Conditions of Sale hereof, shall be brought before the Court of Paris where PRADA is domiciled or before the courts having jurisdiction in the place where the Customer is domiciled.

13. Contact details

13.1. 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.eu@miumiu.com or contact the E-commerce Client Service, Via Orobica no. 3, 20139 Milan, Italy, or you may call our international toll-free number 00800 800 PRADA - 00800 800 77232.

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