

## **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 S.p.A. (hereinafter referred to as "PRADA"). PRADA is a company incorporated under Italian law, with registered office at via Antonio Fogazzaro no. 28, 20135 Milan (MI), Italy, tax code, VAT and filing with the Companies' Register of Milan number 10115350158, REA no. MI 2007148.

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 Italy (excluding Livigno and Campione d'Italia), Belgium, The Netherlands, Greece (excluding Mount Athos), Republic of Ireland, Finland (excluding Åland Islands), Denmark, Sweden, Norway, Switzerland.

1.4. The languages used to execute the sale contract through the Website hereof is 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 and/or integrate the General Terms and Conditions of Sale hereof at any time.

Any amendments and/or integrations 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 availability of certain Products may incur inconveniences. In such circumstances, PRADA shall inform the Customer promptly (and in any case within the deadlines specified below) by email that the order placed has been cancelled.

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 stored by PRADA for the time period provided for and in compliance with the applicable laws currently into force.

Any use of the Customer's data for purposes other than the purchase shall be subject to the relevant Customer's prior and express consent pursuant to the conditions set forth in the "privacy policy statement" published on the Website.

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. Execution of contract**

4.1. Upon confirmation of the Order, the Order is submitted to PRADA for processing and cannot be further modified or cancelled.

The Order placed by the Customer shall be processed by PRADA only 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. 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 30 (thirty) days from the date of receipt of the Order, of the cancellation of the Order received. In such case, no Order shall be deemed to have been accepted by PRADA.

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) for purchases made in Italy, Belgium, The Netherlands, Greece, Republic of Ireland and Finland, Danish krone (DKK) for purchases made in Denmark, Swedish krone (SEK) for purchases made in Sweden, Norwegian krone (NOK) for purchases made in Norway, Swiss francs (CHF) for purchases made in Switzerland.

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

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.

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 country indicated above (section 1.3). In light of the foregoing, any Order entailing delivery outside of this country 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 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 in 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](mailto: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**

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 guarantees provided for under the applicable laws, as well as to any additional contractual warranties possibly provided to the Customer.

7.2. In the event of existence of manufacturing defects or lack of conformity, the Customer shall be entitled to demand that the products conformity be restored either through fixing or replacement of the Product, free of charge, unless the remedy demanded is objectively impossible or excessively onerous compared to the other remedy. If any of the cases provided for by the law applies, the Customer may request a congruous reduction in price or the termination of the contract and subsequent refund of the purchase price paid. It is understood that the Customer shall lose such right if he/she does not notify to PRADA the lack of conformity of the Product within 2 (two) months of the date the defect was discovered. In any event, PRADA is only liable of the lack of conformity of the Products revealed within two (2) years from the delivery of the corresponding Product.

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 12 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](mailto:miumiu.it@dhl.com) with a copy to [client.service.eu@miumiu.com](mailto: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](mailto: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. Disputes**

11.1. The General Terms and Conditions of Sale hereof are governed by Swiss 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 habitual residence of the Customer.

11.2. In the event of a dispute arising from the interpretation and/or application of the General Terms and Conditions of Sale hereof, the court of the place where the Customer is domiciled or resident, if located in Switzerland, shall have exclusive and mandatory jurisdiction. In the event the Customer's domicile or residence is not located in Switzerland, the Customer may, at his/her election, refer the matter either to the court of the place where he/she is domiciled or resident or to the Court of Lugano.

Alternatively, the Customer may opt for one of the out-of-court dispute settlement procedures provided for under the applicable laws currently into force.

## **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.eu@miumiu.com](mailto:client.service.eu@miumiu.com) or contact the E-commerce Client Service, Via Orobica no. 3, 20139 Milan, Italy, or may call our international toll-free number 00800 800 PRADA - 00800 800 77232.

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