

GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

1.1. The sale of "Miu Miu" branded products to you through this site (hereinafter referred to as the "Website") is governed by these General Terms and Conditions of Sale. Please read these General Terms and Conditions of Sale carefully before submitting your order to PRADA. These General Terms and Conditions of Sale will tell you who PRADA are, how PRADA will deliver products to you, how PRADA may change the contract, what you should do if you have a problem and other important information. If you think there is a mistake in these General Terms and Conditions of Sale please contact PRADA to discuss.

The products offered on the Website (the "Products") are sold directly by Prada Retail UK Limited (hereinafter referred to as "PRADA"). PRADA is a company incorporated under English law, with registered office at 17-18 Old Bond Street, London, W1S 4PT, UK, VAT Registration no. GB 701329866, registered in England & Wales reg. no. 3299599.

1.2. The purchase of goods via this Website and governed by these General Terms and Conditions of Sale are exclusively reserved to consumers (hereinafter referred to "you"). As a consumer you may only purchase Products from this Website if you are a natural person i.e. an individual, and are acting for purposes not related to any business, entrepreneurial, artisanal or professional activities. You may only purchase Products from this Website if you are over the age of 18 (or, if younger, authorised by your 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 United Kingdom (excluding Channel Islands).

1.4. These General Terms and Conditions of Sale and any contract between PRADA and yourself are only available in English.

1.5. The purchase of the Products is exclusively governed by the General Terms and Conditions of Sale published on the Website at the time of your purchase and in 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 without notifying you. However, 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 are published online.

Where the General Terms and Conditions of Sale are replaced with a new version the previous version of the General Terms and Conditions of Sale will no longer be applicable, effective or enforceable in relation to any purchases made after such previous version is removed from the Website.

2. Product availability

2.1. You acknowledge that the Products offered by PRADA on the Website are limited in number and you are therefore aware that PRADA shall need to check their availability at the time of order. After placing your order, you will receive an e-mail from us acknowledging that we have received your order. At this point we will check availability and therefore please note that this does not mean that your order has been accepted. Our acceptance of your Order will take place as described in paragraph 4.2 below.

2.2. Occasionally Products may be unavailable or partially unavailable. This might be because the Product is out of stock, because of unexpected limits on our resources which PRADA could not reasonably plan for, because PRADA has identified an error in price or description of the Product or because PRADA is unable to

meet a delivery deadline specified. In such circumstances, PRADA shall inform you promptly (and in any case within the deadlines specified below) by email that the order placed has been cancelled, and PRADA will not charge you for the Products. Please see paragraph 4.3 below.

In the event the order is only partially unavailable, PRADA will ask you if you either wish to receive the Products that are available or fully cancel the order.

2.3. PRADA reserves the right to vary the Products sold on the Website at any time, without any notice to you.

3. Purchasing process

3.1. Each Product offered for sale on the Website can be viewed by following a dedicated link displaying the Product photographic images, unit price, colours, sizes (as appropriate) and, for those Products expressly marked on the Website as "Pre Order" or as "Pre Ordered Product" being not yet available for the delivery, the relevant estimated delivery date.

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

3.3. The Products selected by you shall be placed into a special section (hereinafter referred to as the "Shopping Bag"). The Shopping Bag shall contain: a description of the Products, including details of any applicable measurements or sizes; and one or more digital photographic images clearly showing the Products.

3.4. The digital photographic images of the Products provided on the Website and the Shopping Bag are for illustrative purposes only. Although PRADA has made every effort to display colours accurately, PRADA cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images.

3.5. To view the Products selected and the total price of the purchase order, please visit the Shopping Bag page. The purchasing process allows you to check and amend any errors before submitting your order to PRADA. Please take the time to read and check your order at each stage of the purchasing process. Before confirming the relevant order (hereafter referred to as the "Order"), be careful 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 you press the relevant final Order confirmation button (hereinafter referred to as the "Buy Button"), thereby validating your Order, which will be directly submitted to PRADA.

After pressing the Buy Button, the contents of the Order may no longer be modified by you.

3.7 Before confirming the Order, you are required to confirm that you have read and accepted these General Terms and Conditions of Sale. At the end of the purchasing process, you should save or print off the General Terms and Conditions of Sale for your records.

3.8. The purchasing process as set out in this paragraph 3 must be fully completed. Failure to do so will mean that the Order cannot be submitted to PRADA.

3.9. PRADA will use the personal information you provide to PRADA: (i) to supply the products to you; (ii) to process your payment for the Products; and (iii) if you agreed to this during the order process, to give you

information about similar Products that we provide, but you may stop receiving this at any time by contacting PRADA. PRADA will only give your personal information to other third parties where the law either requires or allows PRADA to do so. Please see PRADA's Privacy Policy for further details accessible on the Website.

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

3.11. You are aware that you are responsible for the accuracy and truthfulness of any data entered on the Website or otherwise used at the time of the purchase.

3.12. You are aware that on the Website you may have the opportunity to order a selection of Products before their commercial launch or distribution and placement in the market ("Pre Ordered Products"). You acknowledge that such Pre Ordered Products are not yet available for general sale and therefore cannot be delivered at the time of the submitting your Order and on receipt of the Confirmation Email as defined in the below paragraph 4.2. The Pre Ordered Products are clearly identified and marked on the Website through the wording "Pre Order" or "Pre Ordered Product".

3.13. You acknowledge and agree that if you order a Pre Order Product, the relevant price shown on the Website and displayed in the Shopping Bag section shall be charged in advance to you at the moment of the receipt of the Confirmation Email ("Pre Order Payment").

The Pre Ordered Product will be delivered to you on or before the estimated date specified in the Product page description on the Website at the time of making your Order.

Where your Order contains one or more Pre Ordered Products in addition to the Products already available, all the relevant prices related to such Order shall be charged in advance to you at the moment of the receipt of the Confirmation Email, and all Products will be delivered together at the latest estimated delivery date specified in the Product page description concerning the Pre Ordered Products.

3.14. Any further specification related to the payment, delivery and confirmation of the Pre Ordered Products are referred below in the respective sections.

3.15. You acknowledge and agree that, except for what is specifically provided herein for the Pre Ordered Products, the other clauses of these General Terms and Conditions of Sale hereof will apply to Pre Ordered Products.

4. Execution of contract

4.1. Once you have confirmed your Order and pressed the Buy Button the Order is submitted to PRADA for processing and cannot be further modified or cancelled. The Order placed by you 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 your Order, you will receive an e-mail from PRADA acknowledging that we have received your Order. However, please note that this does not mean that your Order has been accepted. PRADA's acceptance of your Order will take place as set out below.

4.2. PRADA's acceptance of your order will take place when PRADA emails you to confirm that the Products are available ("Confirmation Email"), at which point a contract will come into existence between you and PRADA.

The Confirmation Email shall be sent to the address you provide in the order form and shall set out a confirmation of the Order and a summary of the details of the Order, 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 your right of withdrawal and its exercise.

4.3. PRADA reserves the right to not accept the Order placed by you, and you will not receive a Confirmation Order, in the following events:

- a) the Products included in the Order are unavailable or temporarily unavailable, with the exception of the Pre Ordered Products;
- b) there is a dispute between PRADA and you relating to a previous Order;
- c) you breached the General Terms and Conditions of Sale on previous occasions or have not fulfilled your obligations arising therefrom;
- d) PRADA becomes aware that you are purchasing the Products in order to resell them or sell them for commercial or professional purposes;
- e) You have been involved in, or are suspected of, illegal or fraudulent activities.

In such events, PRADA shall inform you by email, within 30 days of the date of receipt of the Order, of the cancellation of the Orders 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 you shall be in the position to choose either to receive only the Products available or fully cancel the Order.

If the cancellation is only partial, you 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 or any relevant applicable local tax. If the rate of VAT changes between your order date and the date PRADA supplies the Product, PRADA will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

5.2. The relevant prices shall be shown in Pound Sterling.

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 your 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 you of the Order by pressing the Buy Button, shall be charged to you, provided that the Products ordered are available in that moment, except for any Order containing Pre Ordered Products for which the relevant amount shall be charged in advance according to the following paragraph 5.6, even if they are not available at the time you place your Order.

PRADA reserves the right to modify the prices of the Products offered for sale on the Website at any time 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, you confirm and warrant that you are 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 you only following:

(i) the verification of the credit card data, (ii) receipt from the company issuing the credit card used by you 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.

For all Orders, including those that: (i) comprise of only Pre Ordered Products; and (ii) are comprised partially of Pre Ordered Products the total transaction amount will be charged for all Products at the time of the Confirmation Email – namely all those Products already available at the time you place your Order, and any Pre Ordered Products not available for delivery at the time you place your Order.

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, you confirm and warrant that you are the owner of the account used for the purchase.

You 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 you.

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

5.9. In the event one or more Products are unavailable and you have decided not to fully cancel the Order, you 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 you in the Order. Your 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 (paragraph 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 you are 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 within 30 (thirty) days of the date PRADA accepts your Order, with the exception of events of *force majeure*.

In every case in which the relevant Order contains Pre Ordered Products, the delivery date shall be longer than 30 days and PRADA shall deliver the Products at the estimated delivery date or during the estimated delivery period as agreed with you, via the Product page description. You must examine the Products when you receive them.

6.6. In the event PRADA does not deliver the Products ordered within the above timeframe, you may request that PRADA deliver such Products within an additional time adequate to the circumstances. However, you have legal rights if PRADA deliver any goods late. If PRADA miss the delivery deadline for any goods then you may treat the contract at an end straight away. If you do choose to treat the contract as at an end for late delivery under this paragraph, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods

(not all of them), unless splitting them up would significantly reduce their value. After that PRADA will refund any sums you have paid to PRADA for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to PRADA or (if they are not suitable for posting) allow us to collect them from you. PRADA will pay the costs of postage or collection. Please contact PRADA in accordance with paragraph 8.

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

6.8. As soon as the purchased Product is shipped, you 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 you to real-time monitor the delivery.

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

6.9. Alternatively, if the Products are to be delivered by courier, you may request to collect the Products purchased directly from a store which may be selected on the Website at the time of the purchase, provided that the relevant Order does not contain any Pre Ordered Products. In the event you do not collect the Products within 30 (thirty) days of receipt of the email informing you that the Product is available for collection, the sale may be cancelled by PRADA. In such case, you shall be informed by email of such cancellation and shall be refunded any amounts already paid.

6.10. You shall bear the risk of loss or damage to the Products from the moment in which you, or a third party appointed by you 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 you or a third party appointed by you PRADA shall refund you any amounts already paid.

7. Product Conformity

7.1. At the time of delivery, you are 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 the Products is subject to the legal guarantees provided for under the applicable laws, as well as to any additional contractual warranties possibly provided to you.

7.2. In the event the Products delivered are of unsatisfactory quality, unfit for purpose or not as described, you 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, you may request a reasonable reduction in price or the termination of the contract and subsequent refund of the purchase price paid. It is understood that you shall lose such right if you do not notify PRADA the lack of conformity of the Product within 2 (two) months of the date the defect was discovered, 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 of conformity and to demand one of the remedies listed above, you may contact PRADA at the addresses indicated in section 12 below.

8. Returns and refunds - Withdrawal

8.1. You have 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, you may use the specific form accessible in the "Returns" section of the Website or directly in the "My Account" section if you are registered on the Website. To this end, you should: (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 you comply 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 you. If, on the other hand, you do not comply with such procedure, but you inform us of cancellation by making an unequivocal communication of your decision to cancel, the return costs and any liability for loss, theft, damage or delay in the delivery shall be borne by you.

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

8.5. You undertake to return the Products for which you have 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. You 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. You are 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 you 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 you and shall consequently not proceed to credit the amount paid by you, reserving as well the right to claim compensation for any damage attributable to your 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 you 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 you that you have returned the product duly and in intact conditions, whichever occurs first.

The aforementioned refund shall be made by crediting the amount paid by you with the same payment method used for the purchase, unless otherwise expressly agreed by you and provided that no additional costs are incurred as a result of the refund.

PRADA shall inform you 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 you have 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. If PRADA fail to comply with these General Terms and Conditions of Sale, PRADA is responsible for loss or damage you suffer that is a foreseeable result of PRADA breaking this contract or PRADA failing to use reasonable care and skill, but PRADA is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both PRADA and you knew it might happen, for example, if you discussed it with us during the sales process.

9.2 You agree not to use the Products for any commercial, business or re-sale purposes, and PRADA has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. PRADA only supplies the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose PRADA will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 PRADA does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) breach of your legal rights in relation to the Products including the right to receive products which are: as described and match information PRADA provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and (iii) defective products under the Consumer Protection Act 1987.

9.4 Subject to paragraph 9.3, and to the extent permitted by law, our total liability to you in respect of all other foreseeable losses arising under or in connection with the General Terms and Conditions of Sale, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Products per Order.

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 English 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 you is domiciled or resident, if located in England shall have exclusive and mandatory jurisdiction. In the event that your domicile or residence is not located in England, you may, at your election, refer the matter either to the court of the place where you are domiciled or resident or to the English courts.

Alternatively, the customer may opt for one of the out-of-court dispute settlement procedures provided for under the applicable laws currently into force, such as the platform provided by the European Commission, available on the website <http://ec.europa.eu/odr>.

12. Contact details

12.1. For any complaint, additional information or assistance relating to the Website or to the purchasing process and, for any request for information and/or clarifications in respect of the General Terms and Conditions of Sale, you 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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