

**TERMS OF SALE – ORDERS DELIVERED TO MAINLAND CHINA (Updated on 10 October 2017)**

These legal terms and conditions ("Terms of Sale"), as amended from time to time, apply to you and your purchase of any products from Loro Piana through the online store website located at [www.loropiana.com](http://www.loropiana.com) (the "Site") that are shipped to any province or municipality within the People's Republic of China ("China" or "PRC") excluding Hong Kong and Macau. In these Terms of Sale "Loro Piana", "we" "us", or "our" means Loro Piana (Shanghai) Commercial Co. Ltd., and "you" or "your" means you, our valued customer.

Please read these Terms of Sale carefully before placing an order through the Site. These Terms of Sale are intended to supplement the Site's (i) Terms of Use (which can be viewed on the Site by clicking on the appropriate link), which governs your use of the Site, and (ii) Privacy Policy (which can be viewed on the Site by clicking on the appropriate link), which describes how we use, process and transfer the information that we obtain in connection with your use of the Site and purchase of products through the Site.

By placing an order for products through the Site, you confirm that you have read the Terms of Sale in effect at the time of your order, and you agree to be bound by and accept the Terms of Sale in effect at the time of such order. All sales are expressly conditioned upon your agreement to these Terms of Sale.

After you place an order and it is accepted by us, we will send you an e-mail confirmation confirming shipment of all or part of the ordered products ("Order Confirmation"). These Terms of Sale along with your Order Confirmation constitute the contract between us and you for the sale of such products. No other terms and conditions shall apply. The contract cannot be modified by you unless we agree to vary it in writing or by email.

Loro Piana reserves the right, at any time and in its sole discretion, to change, modify, revise, add or remove portions of these Terms of Sale, without prior notice to you, by posting a link to the updated or revised Terms of Sale; provided, however, that no such changes to the Terms of Sale will apply to any order for which you have already received an Order Confirmation. If you do not agree to changes to these Terms of Sale, you must not place an order for products through the Site.

A copy of these Terms of Sale can be stored electronically or printed by all users of our Site.

**DISCLAIMERS; LIMITATION OF LIABILITY**

LORO PIANA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION ON THIS SITE OR THE CONDITION, FEATURES OR AVAILABILITY OF PRODUCTS DESCRIBED OR OFFERED FOR SALE ON THIS SITE. LORO PIANA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY PURCHASE IS "AS IS" AND AT YOUR OWN RISK. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE SITE SHALL BE AS EXPRESSLY SET FORTH IN OUR RETURN AND EXCHANGE POLICY SET FORTH BELOW.

THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL APPLY TO ANY LOSS OR DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY AND NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF LORO PIANA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF

WHETHER ANY OF THE LIMITED REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

LORO PIANA WILL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF COVER, LOSS OF BUSINESS, OR ANY SIMILAR OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. TO THE FULLEST EXTENT PERMITTED BY LAW, LORO PIANA'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PURCHASE OF PRODUCTS FROM THIS SITE.

NOTHING IN THESE TERMS OF SALE LIMITS OR EXCLUDES LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

### **ORDER AND ACCEPTANCE**

To place an order you must be at least 18 years of age and by placing an order you represent that you are at least 18 years of age. To place an order, you will have to select the products on the Site you wish to purchase, select their color and size, add the items to your shopping bag, check out, and click on the "SUBMIT ORDER AND PAY" button. Before completing the check-out procedure you will be requested either to register for, or log into, your personal account. You are responsible for maintaining the confidentiality of your password and restricting access to your password and account. You agree to accept responsibility for all purchases and activities that occur under your account.

Your placement of an order does not necessarily assure that we will accept your order. Orders are subject to acceptance by us and we may, at any time and at our sole discretion, refuse to accept your order, including but not limited to cases where:

1. you provided us with incorrect or false information, including without limitation, insufficient or incorrect payment or billing information, or insufficient or incorrect shipping address (in this regard, please note we do not ship products to P.O. boxes);
2. there is an error on the Site relating to the products that you have ordered, for example an error relating to the price or description of the products as displayed on our Site;
3. the products that you have ordered are no longer available through our Site;
4. the amount of the proposed transaction is excessively high, based on our case-by-case evaluation, and subject to our discretion; or
5. we believe that you are under the age of 18.

If we do not accept your order, we will contact you at the e-mail address or telephone number that you provided to us within thirty (30) days from the date of your order. If you place an order by telephone you must register with the Site during the call and provide us with an e-mail address.

After we have received the order that you have placed through the Site or by telephone, you will receive an e-mail from us confirming that your order has been received by us and is being processed ("Order Processing Receipt"). If you do not receive an Order Processing Receipt within 48 hours of placing the order, contact us by phone at +86 (0)21 52986377 or toll free at 4008 568 580 or by e-mail at customerservice.cn@loropiana.com before you try to place another order for the same products.

Please note that the Order Processing Receipt reflects the processing of your order. Although your card will be charged (if you choose to make your payment by credit/debit card), it does not necessarily constitute acceptance of your order. Your order will be accepted by us at the time we ship or deliver the products you ordered, at which time we will send you an Order Confirmation and an electronic invoice ("e-invoice") for your order. You hereby acknowledge and agree that we reserve

the right to accept your order in whole or in part; therefore, in the event of partial acceptance and you have chosen to make your payment by credit/debit card, your card will initially be charged the full amount, and then refunded for the part of the order that was not accepted.

If you have any questions, comments or concerns regarding your order, or if you think that your order was rejected by us in error, please contact us using the contact information provided under the section titled "CUSTOMER SERVICE" below.

### **PRODUCT AVAILABILITY**

While we use reasonable efforts to maintain accurate pricing, availability, and other information about products displayed on the Site, such information does not warrant or guarantee that the products will be available if you wish to place an order to purchase them.

We have the right, at any time, to make changes to the information about products displayed on the Site, including without limitation information about prices, description or the availability of products and we may do so without prior notice to you. Changes will not, however, impact the price, availability or description of any products for which you received an Order Confirmation.

### **GIFTS**

You may purchase products for delivery to a recipient other than yourself (a "Gift").

Please note that it is your responsibility to provide the recipient's personal data in compliance with all applicable privacy laws.

If we accept your order, you will receive an Order Confirmation from us at the time we ship your Gift to the recipient, and an e-invoice for your order.

### **PRICES AND PAYMENTS**

All prices for products are displayed on the Site and will be confirmed in the order check-out page, in the Order Confirmation, and in the e-invoice you receive after we accept your order.

We reserve the right to vary the price of our products at any time, provided that we will not alter the price of any products after we send you the Order Confirmation. Please be aware that prices charged for any products purchased on the Site may vary to reflect local market pricing and applicable duties.

All prices except for Japan and the USA pricelists are inclusive of VAT, as applicable. An additional 20% fee inclusive of any applicable sales taxes shall apply only for sales to users connecting to the Site with Japan or USA IP addresses. Any other taxes and duties are not included and are calculated according to the value of your Order and your shipping destination and are listed on the Order check-out page, in the Order Confirmation as well as in the e-mailed invoice.

All shipping charges are your responsibility, unless waived by Loro Piana. Shipping charges will be calculated and displayed on the Site prior to finalizing your order. Shipping charges are subject to change without notice.

#### **A. Online Credit/Debit Card Payment**

Loro Piana accepts credit/debit card payment only using the cards listed on our check-out page. All transactions on the Site are processed using a secure online payment gateway that encrypts your card details in a secure host environment. By submitting your order, you represent and warrant that you are authorized to use the designated credit/debit card and authorize us to charge your order (including taxes, shipping and handling) to that card. If the card cannot be verified or is invalid or is otherwise not acceptable, your order may be suspended or cancelled automatically. We will not deliver any products unless and until payment has been authorized and debited.

You must supply your card details when you place your order. We will deduct the total value of your order from your credit/debit card at the time you place the order. We reserve the right to verify the identity of the card holder by requesting appropriate documentation. Please be advised that, in case your card is debited for a higher amount than the total amount shipped, we will refund the excess amount to you. It is possible that the returned funds will not immediately be fully available to you for reasons beyond our control (e.g., delays by your card issuer in refunding the charges to your card).

Please note that Loro Piana is not responsible for any fees imposed by your credit/debit card company, such as currency conversion fees.

We take all reasonable care to make the Site secure and to prevent frauds. All transactions on the Site are processed using a secure online payment gateway that encrypts your card details in a secure host environment. Please note that we may, at any time and at our sole discretion, restrict shipping to certain customers and locations.

If you intend to dispute the validity or amount of any charge that appears on your card statement with your card company, we encourage you to first contact our customer service department to determine if we can address any concerns that you may have.

## B. Alipay Payment

Should You choose Alipay as payment method, You will be redirected to the Alipay website where the payment will be carried out following the procedure envisaged and regulated by Alipay and the contract terms and conditions as agreed between You and Alipay. You will then be returned to the Site once the payment is completed.

The data entered on the Alipay website will be handled directly by Alipay and will not be sent to or shared with Loro Piana. Loro Piana therefore has no knowledge of and cannot record in any way the details of the credit card connected to Your Alipay account or any other payment instrument connected to said account.

In the event of payment via Alipay, the total amount due will be debited by Alipay to You at the conclusion of the online contract. In the event of the termination of the purchase agreement and for any other type of refund, for any reason, the refund will be credited to Your Alipay account or to the same credit/debit card that You used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on Alipay and the banking system. Once the credit order in favour of said account has been arranged, Loro Piana cannot be held responsible for any delays or omissions in crediting You with the refund. To contest these cases You must contact Alipay directly.

## C. Cash On Delivery ("COD")

Loro Piana accepts payment by COD through our courier partner, Federal Express (China) Company Limited ("FedEx"). To be eligible for this service, merchandise must be shipped to an address within the COD service area provided by FedEx .

The FedEx courier accepts cash payment for all orders with a total value up to 10,000 RMB. Orders with a total value greater than 10,000 RMB may only be paid for with a China Union Pay credit/debit card on the Point Of Sales ("POS") machine brought by FedEx on delivery, or directly at the nearest FedEx service centre where either a China Union Pay credit/debit card or cash is accepted.

The customer has the right to inspect the package in the presence of the FedEx courier before completing the payment process. By signing the proof(s) of delivery provided by FedEx, you acknowledge that the amount charged and paid and the merchandise is correct. Please note all COD orders must be accepted or rejected in full. If you would only like a portion of the items ordered, you must first accept and pay for all of the items ordered and then follow our return process listed below.

Refunds for COD will be processed through wire transfer directly to the original purchaser's bank account. For more details, please read the Return and Exchange Policy section below.

### **DELIVERY AND ORDER TRACKING**

When the products have been consigned to our carrier, we will send you the Order Confirmation with the tracking number for your package.

Delivery will be made by courier during normal business hours. Please be advised that delivery charges may apply to your order and that our courier cannot deliver packages without receiving a signature.

We will make any reasonable efforts to deliver the products within the number of days specified on your Order Confirmation. However, any delivery date or time specified by us is an estimate only, and we will not be liable for any loss or damage suffered by you through any unavoidable delay in delivery. You can track the progress of your order by entering the tracking number directly into our carrier's website.

Risk of loss to products shall pass to you upon delivery of such products. Title to products shall pass from Loro Piana to you upon the later of (i) the date and (if available) time of delivery of such products, or (ii) the date and (if available) time at which we receive payment in full for such products. As soon as we have delivered the products to you, you will become responsible for them, and for any loss or damage to them thereafter. Upon delivery of the products, and before signing any document attesting delivery, you must carefully check the integrity of the package. If the external packaging or the merchandise is damaged at time of delivery, please reject the package and note in the proof(s) of delivery the damage. By signing the proof(s) of delivery, you acknowledge that the merchandise and the amount paid is correct.

### **RESALE / RESHIPPING OF OUR MERCHANDISE**

You must not misrepresent yourself as being one of our authorized resellers or as being qualified to resell our products. We reserve the right to refuse to accept your order, if we suspect that you intend to resell our products.

### **RETURN AND EXCHANGE POLICY**

The following policy applies only to products shipped to any city or municipality within the PRC, excluding Hong Kong and Macau, that are purchased from Loro Piana. These terms do not apply if such products were purchased (i) for shipment to any other jurisdiction, (ii) at a physical store location (including, without limitation, any Loro Piana store), or (iii) through other websites. We will not accept returns/exchanges of products purchased through such other means.

Please see the specific applicable conditions below:

#### **A. To Return or Exchange An Item Online Using Loro Piana's Free Pick Up Service:**

##### **1. Items Purchased By You:**

You may return for a refund or exchange any items purchased through the Site for any reason within seven (7) days after the items are received.

Please note we only accept exchanges for changing the color or size of the same item already purchased. If you would like a different item, please return your purchase for a refund and place a new order.

Returning or exchanging purchased products using our return service is free and can be done in 3 easy steps:

- a. Login to your Account. Under “Order History”, you can select the detail page for the relevant order and indicate the items which you would like to return/exchange as well as the reason for the return or the new color/size desired. You will receive a Return Authorization Number ("RAN"). Print the RAN directly from the Site (alternatively, if you do not have access to a printer, handwrite the RAN on the line indicated in the delivery form that you received with the original shipment ("Delivery Receipt")).
- b. Place all items for return/exchange, in their new, unused, and the same condition in which you received the items, with all of the tags and labels attached in their original boxes and packaging along with the RAN (printed or handwritten as per the above).
- c. Attach the ESHOP URGENT sticker and the pre-addressed FedEx air way bill that you received with the original shipment to the outside of the box. Contact FedEx directly to schedule a pick up. Return shipments using FedEx will be provided to you free of charge.

IF YOU HAVE REQUESTED A REFUND, WE WILL REFUND YOU THE PRICE PAID FOR THE PRODUCT. WE CANNOT REFUND YOU THE ORIGINAL SHIPPING FEES YOU PAID, ANY APPLICABLE HANDLING SURCHARGE YOU PAID, OR TAXES ASSOCIATED WITH SUCH CHARGES.

IF, IN OUR SOLE DISCRETION, WE BELIEVE THAT THE NUMBER OF EXCHANGES YOU MAKE ARE EXCESSIVE, WE RESERVE THE RIGHT TO PROVIDE YOU WITH A REFUND AND TO REFUSE TO PROVIDE YOU WITH FURTHER EXCHANGES.

## **2. Items Received As A Gift:**

You may return or exchange any items received as a Gift for any reason within seven (7) days after the items are received.

Please note we only accept exchanges for changing the color or size of the same item already purchased.

For a Gift return or exchange you should contact our customer service either by email at [customerservice.cn@loropiana.com](mailto:customerservice.cn@loropiana.com) or +86 (0)21 52986377 or toll free at 4008 568 580 to receive a RAN and then follow the steps A(1)(b)-(c) above.

IF YOU RETURN A GIFT, ONLY THE ORIGINAL PURCHASER WILL BE ENTITLED TO RECEIVE A REFUND. THIS REFUND WILL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT. WE CANNOT REFUND THE ORIGINAL SHIPPING FEES, ANY APPLICABLE HANDLING SURCHARGE PAID BY THE ORIGINAL PURCHASER, OR TAXES ASSOCIATED WITH SUCH CHARGES.

IF, IN OUR SOLE DISCRETION, WE BELIEVE THAT THE NUMBER OF EXCHANGES YOU MAKE IS EXCESSIVE, WE RESERVE THE RIGHT TO PROVIDE THE ORIGINAL PURCHASER WITH A REFUND AND TO REFUSE TO PROVIDE YOU WITH FURTHER EXCHANGES.

## **3. Items Purchased Using COD**

You may return or exchange any items purchased using COD for any reason within seven (7) days after the items are received.

Please note we only accept exchanges for changing the color or size of the same item already purchased.

For a COD return or exchange you should contact our customer service either by email at [customerservice.cn@loropiana.com](mailto:customerservice.cn@loropiana.com) or by phone at +86 (0)21 52986377 or toll free at 4008 568 580 to receive a RAN and then follow the steps A(1)(b)-(c) above.

The customer service will require your bank details to process the refund through wire transfer. If you paid by card, the bank details must match the details of the card originally used for the purchase.

IF YOU RETURN AN ITEM, ONLY THE ORIGINAL PURCHASER WILL BE ENTITLED TO RECEIVE A REFUND. THIS REFUND WILL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT. WE CANNOT REFUND THE ORIGINAL SHIPPING FEES, ANY APPLICABLE HANDLING SURCHARGE PAID BY THE ORIGINAL PURCHASER, OR TAXES ASSOCIATED WITH SUCH CHARGES.

IF, IN OUR SOLE DISCRETION, WE BELIEVE THAT THE NUMBER OF EXCHANGES YOU MAKE IS EXCESSIVE, WE RESERVE THE RIGHT TO PROVIDE THE ORIGINAL PURCHASER WITH A REFUND AND TO REFUSE TO PROVIDE YOU WITH FURTHER EXCHANGES.

Please note that when the products (whether purchased by You, received as a Gift, or purchased using the COD service) are returned to us, we will review them for quality control. If the products are sent back in their original, new, and unused condition, and with all of the tags and labels attached, we will approve the return and, as the case may be, exchange the products or refund the total amount paid minus original shipping and handling costs (including any taxes associated with such charges) to the card or the bank account used for the original purchase. We will credit the refund within approximately one hundred and eighty (180) days from the date that we receive the returned products, save for possible delays of technical nature not attributable to us (e.g., malfunctions of the credit card system).

In cases where the products appear to be worn or used, are missing any of the labels or tags, do not comply with our Terms of Sale, or where we have any reason to believe that the products are fraudulent or were not purchased directly on our Site, we will not be able to accept the return/exchange and we may send the original products back to you.

## **B. To Exchange An Item In Our Stores**

Products purchased on our Site, including products received as Gifts, can be exchanged by the recipient at selected Loro Piana stores that are listed as available for returns on our Site ("Loro Piana Stores"). This option is available up to seven (7) days after the products are received. PLEASE NOTE THAT LORO PIANA STORES CANNOT OFFER A REFUND FOR ITEMS PURCHASED THROUGH THE SITE. TO RECEIVE A REFUND, PLEASE USE THE PROCESS DESCRIBED IN SECTION A (ABOVE).

Please note we only accept exchanges for changing the color or size of the same item already purchased.

To find the Loro Piana Store nearest you that accepts returns or exchanges of products purchased online, please refer to the list on our Site under "Customer Service – Returns & Exchanges" section.

Exchanging purchased products in a Loro Piana Store is free and can be done in 2 easy steps:

1. Bring the products, in their original, new, unused condition, and with all of the tags and labels attached, in their original packaging along with the Delivery Receipt and e-invoice that you received in the original shipment to a Loro Piana Store that accepts returns.

2. A store representative will check the products to ensure that they are in acceptable condition, new, unused, and with all of the tags and labels attached. If the products comply with the standards stated in these Terms of Sale, then you will receive the same product in a different color and/or size. Please note that exchanges are only valid for the exact same product in a different color or size and are based on availability in the store.

In cases where the products appear to be worn or used, are missing any of the labels or tags, do not comply with our Terms of Sale, or where we have any reason to believe that the products are fraudulent or were not purchased directly on our Site, we will not be able to accept the return/exchange.

### **TAX RECEIPT**

A tax receipt can only be issued between 10 and 60 days after the products have been received by you. To request a tax receipt, please contact the customer service by email at [customerservice.cn@loropiana.com](mailto:customerservice.cn@loropiana.com) or by phone at +86 (0)21 52986377 or toll free at 4008 568 580.

### **CUSTOMER SERVICE**

We offer customer assistance for any questions related to the use of the Site, the placement of an order, the tracking of products, the availability of products, the login/registration process and any further information you may need in connection with the use of our Site and/or our products. Our customer service is available in Mandarin and English Monday through Friday between the hours of 9:30 AM to 6:30 PM with the exception of public holidays.

If you need any information we invite you to refer to the "FAQ section" on our Site and if you are not satisfied you may contact us by email at [customerservice.cn@loropiana.com](mailto:customerservice.cn@loropiana.com) or by phone at +86 (0)21 52986377 or toll free at 4008 568 580.

### **GOVERNING LAW; VENUE**

These Terms of Sale, and any disputes arising out of or relating to these Terms of Sale, shall be governed by the laws of the PRC, without giving effect to its conflicts of law principles and excluding the U.N. Convention on the International Sale of Goods. All disputes arising out of or in connection with these Terms of Sale, including any dispute regarding the existence, validity or termination of these Terms of Sale, shall be referred and submitted to China International Economic and Trade Arbitration Commission ("CIETAC") and finally settled by arbitration in accordance with the arbitration rules of CIETAC then in force, as modified by the following provisions of this clause. The arbitration shall be conducted in Beijing, PRC. There shall be one (1) arbitrator who shall be jointly appointed by the parties. In the event no agreement is reached, the Chairman of CIETAC shall appoint the arbitrator. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the parties in equal parts during the course of the arbitration and until otherwise decided by the arbitrator.

### **GENERAL TERMS**

If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms of Sale, or if we fail to exercise any of the rights or remedies to which we are entitled pursuant to the Terms of Sale, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms of Sale shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

If any provision of these Terms of Sale is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if these Terms of Sale had been executed with the invalid provisions eliminated.

Nothing in these Terms of Sale, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person other than you and Loro Piana (and its respective successors or permitted assigns).