



## TERMS OF SALE

These Terms of Sale set out the terms and conditions that will apply to your purchase of Loro Piana products via telephone, mail, or electronic communication (“**Distance Order**”) from Loro Piana & C Inc. with registered offices at 711 Fifth Ave, 11<sup>th</sup> Floor, New York, NY 10022 (“**Loro Piana**”).

By confirming you have read and accepted these Terms of Sale when you submit a Distance Order you confirm your unconditional acceptance.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH LORO PIANA. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

LORO PIANA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED THROUGH THE LORO PIANA WEBSITE OR PROVIDED THROUGH TELEPHONE OR EMAIL OR THE CONDITION, FEATURES OR AVAILABILITY OF PRODUCTS DESCRIBED OR OFFERED ON LORO PIANA WEBSITE OR VIA TELEPHONE/EMAIL. 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 TELEPHONE OR EMAIL SHALL BE AS EXPRESSLY SET FORTH IN OUR RETURN AND EXCHANGE POLICY SET FORTH BELOW.

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 VIA TELEPHONE OR EMAIL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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 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; provided, however, that no such changes to the Terms of Sale will apply to any order for which you have already received confirmation. If you do not agree to changes to these Terms of Sale, you must refuse to perform any payment and therefore do not enter your payment card details in the “Payment Link” contained in the email from Loro Piana.

### **ORDER AND ACCEPTANCE**

To place an order, you must be at least 18 years old and by placing an order, you confirm that you are at least 18 years old. You must not misrepresent yourself as being one of our authorized resellers or as being qualified to resell our Loro Piana products (“**Products**”). We reserve the right to refuse to accept your Distance Order, if we suspect that you intend to resell our Products.

Once we receive your Distance Order and we have made all the necessary internal evaluations (which could result in an acceptance, partial acceptance, or rejection of your request), we will send you an email or SMS (“**Merchant Email**”) with the link to the on-line payment page hosted by ADYEN (“**Payment Link**”)



In case we are not able to accept (totally or partially) your Distance Order, our staff will contact you to find the best solution to fulfil your kind interest in our products.

Before making any payment, you are required to double check our Terms of Sale and make sure that the listed Products, delivery charges and additional terms are in line with your Distance Order.

Any fulfilment of your Distance Order, even if you already provided us with your payment card details in the on-line third-party payment page, is subject to availability of Products and acceptance by us, and we may, at any time and at our sole discretion, communicate that your Distance Order shall not be delivered, including but not limited to cases where:

- You provided us with incorrect information, including without limitation, incorrect billing information; insufficient or incorrect shipping address – in this regard, please note we do not ship Products to P.O. boxes.
- The Products that you have ordered are no longer available.
- The amount of the proposed transaction is excessively high, based on our case-by-case evaluation, and subject to our discretion; or
- We believe that you are under the age of 18
- You previously placed a distance order with billing or ship to information that was confirmed to be fraudulent.

It is hereby understood that if Loro Piana rejects your Distance Order, you will have no obligation to pay Loro Piana for the Distance Order.

You hereby acknowledge and agree that we reserve the right to accept your order in whole or in part (“**Partial Acceptance**”); therefore, in the event of partial acceptance, your card will be charged, and the Products will be shipped for the part of the order that was accepted.

Please kindly note that you may sustain some extra charges imposed by your payment card issuer, for which we deny any responsibility.

### **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 Distance Order, you will receive a Merchant Email and the process shall follow the one described above.

### **RETURN OF DAMAGED OR FAULTY PRODUCTS**

Loro Piana ensures 2-years guarantee from the purchasing date on all faulty/defective Products.

You have the right to return Products for quality issues within the limits set forth by the law and these Terms of Sale - if we are notified of the quality issues within two (2) months from discovery. In this event, please do not hesitate to contact us at the store where you placed your Distance Order (the "**Store**").

This policy applies both to Products purchased by you and Products you received as a Gift.

Please note that when the Products are returned for quality issues, we will examine them. If the Products have confirmed quality issues, we will repair them (if possible) or replace them with new Products. If we are unable to repair or replace the Products in a timely and satisfactory manner, then we will refund the price paid for the Products (along with the initial shipping costs and any costs borne by you to return the Products, you provide evidence thereof in writing) to the card used for the original purchase, in accordance with the applicable regulations.

If we reasonably believe that the Products you have returned to us are not faulty/damaged and do not have quality issues or have been damaged due to misuse or were shipped to us later than the above-mentioned deadline you will not be entitled to a refund and/or repair and/or exchange. We will return the original Products to you.



## **DELIVERY**

Loro Piana will send to you an e-mail with the shipping information when available. Products will be delivered via certified delivery service to the shipping address provided by you and cannot be picked up from any of Loro Piana Stores. Please be advised that shipping costs may apply to your Distance Order and that the courier cannot deliver packages without receiving a signature.

We will make any reasonable efforts to deliver the Products within a limited number of days. However, any delivery date or time specified by us is a best estimate only, and we will not be liable for any loss or damage suffered by you through any unavoidable delay in delivery.

Products that we deliver to you will become your property at the time that you receive them. 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 and, should the package be damaged or altered, you must write in the document attesting delivery that you reserve the right to verify the content. Failure to do so may result in a liability for us, for which you might be held responsible.

Please note that we are unable to deliver internationally, or to Post Office Boxes or U.S. territories including the U.S. Virgin Islands, Puerto Rico, and Guam.

## **PRICES AND PAYMENTS**

By clicking on the Payment Link contained in the email from Loro Piana, a payment page hosted by ADYEN will open and you are required to input your payment card details. ADYEN will place a hold on your payment card for the total value confirmed in our Merchant Email (or the agreed lower amount in case of Partial Acceptance).

We will not accept your Distance Order neither will we supply the Products to you until your payment card issuer has authorized the use of your card for payment of the Products ordered. If we do not receive such authorization, we will notify you. We reserve the right to verify the identity of the payment cardholder by requesting appropriate documentation.

After a hold on your payment card has been authorized by your bank, please be advised that, in case your payment card is debited for a lower amount than the total amount held (for example in case of partial acceptance), it is possible that the balance is not immediately fully available to you for reasons beyond our control (ex: delays by your payment card issuer in removing the “hold” from your payment card).

Once the sale has been finalized, you will receive an email with the invoice.

We take all reasonable care to make sure ADYEN keeps the website secure and to prevent fraud. All transactions on the website 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.

If you wish to dispute the validity or amount of a charge that appears on your payment card statement, please contact us at the Loro Piana Store where you purchased the Products.<sup>1</sup> By accepting to pay, entering your payment card details in the “Payment Link” contained in the email from Loro Piana 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.

If you have any questions, comments, or concerns regarding your order or if you think that we rejected your order in error or want to return or exchange an item, please contact us at the Loro Piana Store where you purchased the Products.<sup>1</sup>

## **PERSONAL INFORMATION**

When you place a Distance Order, you will be providing Loro Piana with your personal information. We will use your personal information to process your Distance Order and deliver the Products ordered and for other limited purposes. Our collection and use of your personal information will be carried out subject to the terms of our Privacy Notice that can be found on the website [www.loropiana.com](http://www.loropiana.com)

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<sup>1</sup> If needed you can find all our Loro Piana stores <https://us.loropiana.com/en/>



## **RETURN AND EXCHANGE POLICY**

All the Products bought under these Terms of Sale may be returned to the Store where you placed your order, within thirty (30) days from the date of receipt of Products.

Returning or exchanging purchased products in our Store is free and can be done in two easy steps:

1. Bring the Products, in their original, new, unaltered, unused condition, and with all the tags and labels attached, in their original packaging along with the Sales Receipt or Gift Receipt that you received in the original shipment to the Loro Piana Store where you placed your order.
2. A store representative will check the Products to make sure that they are in acceptable condition, new, unaltered, unused, and with all the tags and labels attached. If the Products comply with the standards stated in these Terms of Sale, then:
  - a. If you wish to exchange the Products, we allow you to exchange the Products for same product in a different color and/or size or for a different product, based on availability in the store. It is hereby understood that any difference in price and/or tax shall apply. In case of an exchange the customer will not be charged the original shipping fee; or
  - b. IF YOU RETURN A PRODUCT, ALSO IN CASE YOU RETURN A PRODUCT RECEIVED AS 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 AND APPLICABLE TAXES. The shipping fee will not be reimbursed if there is no quality issue, and the return is just a result of your free choice. Please note that we will reimburse the sale's tax paid at the time of the purchase. Refund can only be processed by crediting the same payment card used for the purchase of the Products (refund via cash, wire transfer or any other method is not allowed).

Please note that when the products are returned to us also via any carrier, we will review them for quality control. If the products are brought or sent back in their original, new, unaltered, and unused condition, and with all the tags and labels attached, we will approve the return and exchange the products or reimburse the total amount paid and applicable taxes minus original shipping and handling costs (including any taxes associated with such charges) to the card used for the original purchase. We will credit the refund to the card used to pay for the products within approximately thirty (30) 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).

The right of return is excluded if the Products belong to one of the following categories of excluded products ("**Excluded Products**"): 1) Personalized Products; 2) Sealed Products that are not suitable for return for health protection and hygiene reasons (underwear, swimsuits, socks, lingerie, sleep masks, face masks, candles, etc.) and that have been unsealed after delivery or if the hygiene label is no longer in place.

No returns or exchanges are accepted for personalized products unless the personalized products are damaged or faulty.

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 Store, we will not be able to accept the return/exchange.

## **DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.**

PLEASE READ THE FOLLOWING DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER PROVISION (THIS "PROVISION") CAREFULLY. IT AFFECTS YOUR RIGHTS.

Please read this Provision carefully. It provides that all Dispute (as defined below) between you and Loro Piana shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution and replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering these Terms of Sale constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms of Sale and can award the same damages and relief as a court (including attorney's fees).



For purposes of this Provision, “**Loro Piana**” means Loro Piana & C. Inc. and its parents, subsidiaries, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “**Dispute**” means any dispute, claim, or controversy between you and Loro Piana regarding, arising out of or relating to any aspect of your relationship with Loro Piana, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “**Dispute**” is to be given the broadest possible meaning that will be enforced and shall include any claims against other parties relating to services or products provided or billed to you (such as Loro Piana’s licensors, suppliers, dealers, or third-party vendors) whenever you also assert claims against us in the same proceeding.

YOU AND LORO PIANA EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

#### **Pre-Arbitration Claim Resolution**

For all Disputes, whether pursued in court or arbitration, you must first give Loro Piana an opportunity to resolve the Dispute. You must commence this process by emailing us written notification to [customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com). That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Loro Piana does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

#### **Exclusions from Arbitration/Right to Opt Out**

Notwithstanding the above, you or Loro Piana may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS OF SALE (the “**Opt-Out Deadline**”). You may opt out of this Provision by emailing us written notification to [customer.service.us@loropiana.com](mailto:customer.service.us@loropiana.com). Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Loro Piana through arbitration. Your decision to opt-out of this Provision will have no adverse effect on your relationship with Loro Piana. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

#### **Arbitration Procedures**

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution), either you or Loro Piana may initiate arbitration proceedings. The American Arbitration Association (“**AAA**”), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

Because these Terms of Sale concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a



party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

**Location of Arbitration** – You or Loro Piana may initiate arbitration in either New York City, NY or the federal judicial district that includes your billing address. However, if Loro Piana initiates the arbitration in New York, you shall have the right to have the arbitration transferred to the AAA or JAMS office within the judicial district that includes your billing address.

**Payment of Arbitration Fees and Costs** – Loro Piana will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Loro Piana as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

#### **Class Action Waiver**

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and Loro Piana specifically agree to do so in writing following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Loro Piana Service can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

#### **No Judge or Jury in Arbitration**

Arbitration does not involve a judge or jury. You understand and agree that by entering these Terms of Sale you and Loro Piana are each giving up the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Loro Piana might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Waive other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also.

#### **Severability**

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the Dispute will be decided by a court.

#### **Continuation**

This Provision shall survive the termination of your service with Loro Piana or its affiliates. Notwithstanding any provision in these Terms of Sale to the contrary, you and Loro Piana agree that if Loro Piana makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Loro Piana to adhere to the present language in this Provision if a dispute between us arises.

### **GOVERNING LAW AND JURISDICTION**

These Terms of Sale (and any disputes/claims arising out of or in connection with them) are subject to the laws and the jurisdiction of the courts of the state where the Store through which you placed your Distance Order is located.

### **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 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).

#### **CONTACT US**

If you have any questions concerning these Terms of Sale, please contact the Store where you placed your order:

LORO PIANA WOODBURY STORE

831 Adirondack Way

Central Valley, NY 10917

Tel: 845-928-8387

Email: [WCPBLconfirmations@loropiana.com](mailto:WCPBLconfirmations@loropiana.com)