



TERMS OF SALE - ORDERS DELIVERED TO KOREA (Updated on June 22nd, 2021)

These terms of sale (“**Terms of Sale**”) set out the terms and conditions that will apply to your purchase of Products through the Website. Please read these Terms of Sale carefully before placing an Order. By confirming that you have read and accepted these Terms of Sale with an affirmative consent when you submit an Order through the Website, you confirm your unconditional acceptance.

Your use of the Website is subject to our “Website Terms of Use” that you can consult in the Section “Legal”— “Terms of Use of our Website”.

The purchase of Products on the Website is reserved solely for Consumers. The term “Consumer” is to be understood as any physical person making purchases for purposes unrelated to their business, commercial, artisanal or professional activity.

In these Terms of Sale “Loro Piana”, “we” and “us” means Loro Piana Korea Co. Ltd -, with registered office in 4th 5th 6th, 448 Apgujung-ro Gangnam-gu, Seoul 06015 Korea, VAT number 120-81-42773, company Register Number 110111-1077878 at Commercial Recording Office of Seoul Central District Court, e-mail address: customerservice.kr@loropiana.com, tel +82.2.6200.7799 and “you” means you, our valued customer.

Capitalised terms used in these Terms of Sale shall have the meaning set forth in the “Definition” section of this document, unless otherwise defined elsewhere herein.

These Terms of Sale along with your Order Confirmation constitute the contract between us and you for the supply of Products. No other terms and conditions shall apply. The contract can't be modified unless we agree to vary it in writing or by email.

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

DEFINITIONS

In this document:

“Contract” means the contract between you and us for the sale and purchase of Products, comprising your Order, our e-mail confirmation of our acceptance of your Order and these Terms of Sale.

“Delivery Receipt” means the delivery form listing the Products shipped. This form is sent along with the Products.

“Gift” means any Product that is purchased through the Website for delivery to a different recipient.

“Order” means an order for Products.

“Order Processing Receipt” means the e-mail Loro Piana will send to you at the time your Order is received by Loro Piana.

“Order Confirmation” means the e-mail Loro Piana will send to you at the time the Products are shipped confirming shipment of all or part of the ordered Products.

“Products” means the products that we sell on the Website from time to time.

“Return Authorization Number” mean the number you will receive to exchange or return Products.

“Terms of Sale” means these terms and conditions of sale.

“Website” means our website located at <http://www.loropiana.com>.

“Personalised Products” means the Products for which Loro Piana offers a service of personalisation.

“Special Terms” means the special terms of sale for Personalised Products.

1. ORDER AND ACCEPTANCE

To place an Order, you must be 19 years of age or over. You will have to select the Products on the Website, select colour and size and add them to your shopping bag.

If you wish to proceed with the purchase, then click on “PROCEED TO CHECKOUT” button. In this case, you may proceed through the registration or the login into your personal account or you may proceed without any registration.

Once you have selected your payment method you will be redirected to the payment page where in order to finalize the checkout you will click on the “SUBMIT ORDER AND PAY” button.

Each Order submitted constitutes an offer to purchase Products from us. Orders are subject to availability and 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:

- you provided us with (i) incorrect information, including without limitation, insufficient or incorrect payment details, incorrect billing information; (ii) insufficient or incorrect shipping address — in this regard, please note we do not ship Products to P.O. boxes; or (iii) fraudulent information;
- there is an error on the Website 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 Website;
- the Products that you have ordered are no longer available through our Website;
- 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 19.

If we are unable to accept your Order, we will contact you at the e-mail address or telephone number that you have provided to us, as soon as possible and take necessary actions to refund the payment made by the customer within 3 (three) business days. If you place an Order by telephone, you will have to register on the Website during the call and provide us with an e-mail address.

After you have placed your Order through the Website or by telephone, you will receive an Order Processing Receipt that is an e-mail from us confirming that your Order has been received by us and is being processed. If you do not receive the Order Processing Receipt within 48 (forty-eight) hours of placing the Order, contact us at +82.2.6200.7799 or by e-mail at customerservice.kr@loropiana.com before you try to place another Order for the same Products.

Please note that the Order Processing Receipt does not constitute acceptance of your Order. The acceptance of your Order and the charge of the amount on your credit card or other means of payment you have selected will take place only when we send you the Order Confirmation through which we inform you that your Order has been shipped. Together with the Order Confirmation you will receive as well an 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, your card will be debited and the Products will be shipped for the part of the Order that was 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 at the contact details indicated under Section “CUSTOMER SERVICE” below.

2. PRODUCT AVAILABILITY

We will make all reasonable efforts to ensure that the prices and other information about Products displayed on the Website are accurate and up-to-date. However, the inclusion of any Products on our Website does not imply, warrant or guarantee that the Products will be available if you wish to place an Order to purchase them. We will have the right, at any time and without previous notice, to make changes to the information about Products displayed on the Website, including without limitation information about prices, description or the availability of Products. Changes will not however affect the price, availability or description of any Products for which you received the Order Confirmation.

3. GIFTS

Subject to the restrictions in Clause 5, below, you may purchase Products as a Gift and have it sent to a different recipient.

By making a Gift purchase, you represent that you obtained proper consent required for you to provide to us information belonging to the Gift recipient in accordance with the relevant laws. Please note that you will be liable for providing the recipient's personal data in compliance with any applicable privacy law. We invite you to consult our privacy policy on the Website before providing us with a third party's personal data.

We retain the right to reject your order for any reason if we believe that you may not have proper authorization to provide us with third party information, including, but not limited to, recipient name(s) or address(es).

We will deliver the Gift to your recipient in reliance upon your representations. You will receive the Order Confirmation from us when your Gift has been shipped to the recipient confirming that we have accepted your Order for the Gift and an e-invoice for your Order.

4. PRICES AND PAYMENTS

The prices of the Products are indicated on the Website and will be confirmed in the Order check-out page, in the Order Confirmation as well as in the e-invoice you receive after your purchase. We reserve the right to vary the price of our Products at any time, provided that we will not alter the price of any Product after we

send you the Order Confirmation. Please be aware that prices charged for any Products purchased on the Website may vary to reflect local market pricing and applicable duties.

Prices are inclusive of VAT unless stated otherwise. Any other taxes and duties – if applicable - are not included and are calculated according to the value of your Order and your shipping destination and are itemized on the Order check-out page, in the Order Confirmation as well as in the e-mailed invoice. Shipping costs may also apply to your Order and will be indicated in the Order check-out page.

You may pay by credit card. Payment must be made in the currency as indicated on your Order before you submit it.

Please be advised that you may sustain some extra charges imposed by your credit card issuer or by your bank, for which we deny any responsibility.

Payment by credit card. You must supply your card details when you place your Order. We will place a “hold” on your payment card for the total value of your Order. If the “hold” on your card has been authorised by your bank, your credit card will be debited for the total value of the Order Confirmation at the time the Products are shipped to you. We will not accept your Order, neither will we supply the Products to you until your credit card issuer has authorised the use of your card for payment of the Products ordered. If we do not receive such authorisation we will notify you. We reserve the right to verify the identity of the credit card holder by requesting appropriate documentation.

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

We take all reasonable care to make the Website secure and to prevent frauds. 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 and countries. If you wish to dispute the validity or amount of a charge that appears on your credit card statement, please contact us at customerservice.kr@loropiana.com or +82.2.6200.7799

5. DELIVERY AND ORDER TRACKING

International shipping is available when ordering Products from the Website. You can view the countries to which we ship Products and from which we accept returns/exchanges directly on our Website.

We will not deliver any Products unless or until payment has been authorized and/or credited on Loro Piana's bank account. When the Products have been delivered to our carrier, we will send you the Order Confirmation.

Delivery will be made by courier during normal business hours. Please be advised that shipping costs may apply to your Order and that our courier cannot deliver packages without receiving a signature and/or payment of applicable customs duties.

We will take necessary actions for delivery within 3 (three) business days from the date of Order Confirmation and will make any reasonable effort to deliver the Products within the number of days specified on your Order Confirmation. 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 such delay in delivery. You can track the progress of your Order by entering the tracking number provided in your Order Confirmation. 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.

6. RESALE / RESHIPPING OF OUR MERCHANDISE

The resale, rental or transfer for commercial or professional reasons of Products purchased on the Site is strictly forbidden. We reserve the right to refuse to accept your Order, if we suspect that you intend to resell

our Products. However, upon your request, we shall provide our justification for refusing to accept your Order.

7. HOW DO I RETURN/EXCHANGE A PRODUCT?

The following policy applies only to Products purchased on our Website. We cannot accept returns/exchanges of Products purchased on other websites, in physical stores, or Products from countries where we do not ship merchandise directly.

Please see the specific applicable conditions below:

A. To Return or Exchange a Product Online Using Loro Piana's Free Pick Up Service:

i. Products Purchased By You:

You may return or exchange the colour or size of any online purchase made by you, within 30 (thirty) days after the Products are received. Please note we only accept exchanges for changing the colour or size of the same Product already purchased. If you would like a different Product, please return your purchase and place a new order.

Returning or exchanging purchased Products using our return service is free and can be done in 3 (three) easy steps:

1. Please login to your Account. Under “Order History”, you can select the detail page for the relevant Order and indicate the Products which you would like to return/exchange as well as the reason for the return or the new colour/size desired.

2. Place all Products for return/exchange new, unused, and in perfect condition with all of the tags and labels attached in their original boxes and packaging

In case you want to specify a different pickup address, you can do it while entering the return request (step 1. in the instructions above).

3. Once your request is processed by the Customer Service you will be directly contacted by the assigned Courier to arrange the pick-up.

ii. Products You Received As a Gift:

Unfortunately, Gifts cannot be returned for a refund using our online process; Gifts can only be exchanged for a different size and/or colour within 30 (thirty) days after the Gifts are received.

For a gift exchange please contact our customer service either by email customerservice.kr@loropiana.com or by phone +82.2.6200.7799 and then follow the steps 2. to 3. listed in point i. above.

Please note that when the Products are returned to us, we will review them for quality control. If the Products are sent back in perfect condition, new, unused, and with all of the tags and labels attached, we will approve the return and, as the case may be, exchange the Products or reimburse the total amount paid minus original shipping costs, and customs dues (as the case may be) to the credit card used for the original purchase. We will credit the refund to the credit card that you used to pay for the Products within approximately 3 (three) 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). You remain responsible for any charges applied by your bank.

In cases where the Products are lost or destroyed for causes attributed by you, or the value thereof have substantially decreased due to your use or consumption (e.g. Products that appear to be worn or used, are missing any of the labels or tags), or where we have any reason and sufficient evidence to believe that the Products are fraudulent or were not purchased directly on our Website (e.g. when the Products are sent from countries where we do not ship directly), we will not be able to accept the return/exchange and we will send the original Products back to you.

B. Return of damaged or faulty Products

All Products are covered by a 24 (twenty-four) month warranty for lack of conformity as provided by law, without prejudice to the possibility that local law may provide for a different timing of the compulsory legal guarantee.

To benefit from the guarantee, you must be able to show when the Products were purchased by keeping the Delivery Receipt that you received in the original shipment.

This policy applies both to online Products purchased by you and online Products you received as a Gift. For returns related to quality concerns that occur within 30 (thirty) days of Products being received, please follow the procedures outlined above under A.i. above for Products purchased by you on our Website and A.ii. for Products you received as a Gift - or B. For returns after 30 (thirty) days of Products being received, please contact our Customer Service at customerservice.kr@loropiana.com or by phone +82.2.6200.7799

At the time of delivery, you are required to check the Products in order to ascertain that they conform with the Products ordered and that they do not show any defects. You should inform us of the existence of any such lack of conformity within a period of 2 (two) months from the day when you detected the lack of conformity.

Unless proved otherwise, any lack of conformity which becomes apparent within 6 (six) months of delivery of the Products shall be presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the product or the nature of the lack of conformity.

Please note that when the Products are returned for quality problems we will examine them. If the Products have quality problems, 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:

- for Products purchased by you on our Website, 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, provided you provide evidence thereof in writing) to the credit card used for the original purchase in accordance with the applicable regulations. You remain responsible for any charge applied by your bank. Any such refund made to you shall be reduced to take account of the use that you have had of the Products since its delivery.
- for Products you received as a Gift, the refund can only be issued to the purchaser therefore you will be contacted by the Customer Service to obtain all the necessary information in connection thereto.

The warranty for lack of conformity will be applicable only if the Products have been used correctly, in compliance with its intended purpose and in accordance with the use and washing instructions contained in and/or furnished with the Products. Therefore, if we reasonably believe that the Products you have returned to us are not faulty/damaged and do not have quality problems, 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 and we will return the original Products to you.

8. ALTERATIONS

The alteration service offers size fitting to customers. For instance, hem the pants leg, bring in the waist or shorten jacket sleeves can be considered illustrative examples of alterations.

Any adjustment of the original product design is not considered an alteration (e.g. shortening of sleeves to a three-quarter length or modifying a neckline).

In the same way, product personalization, customization and repair are not considered an alteration.

You can bring any Product you have purchased online in one of Loro Piana directly operated stores located in the country where the Products were shipped for basic alterations. Alterations are provided free of charge within six (6) months after the Products are purchased. Please bring a copy of the Delivery Receipt, as well as the Products to be altered. The timing of alterations depends on the services requested, the number of Products to be altered, and the availability of the staff at each store. Please contact the customer service to get the list of the Loro Piana directly operated stores located in the country where the Products were shipped.

9. CUSTOMER SERVICE

We offer customer assistance for any questions related to the use of the Website, 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 Website and/or our Products. Our customer service is available in English and Korean language Monday through Friday between the hours of 9 and 18 KST with the exception of holidays.

If you need any information we invite you to refer to the “FAQ section” on our Website and if you are not satisfied you may contact us at the following email or by phone:

- Email: customerservice.kr@loropiana.com
- Phone (Monday through Friday between the hours of 9 and 18 KST with the exception of holidays): +82.2.6200.7799

10. PERSONAL INFORMATION

When you place an Order through our Site, you will be providing us with your personal information. We will use your personal information to process your Order and deliver the Products ordered and for other limited purposes in accordance with the privacy laws in Korea. Our collection and use of your personal information will be carried out subject to the terms of our privacy policy on the Website.

By providing us with personal information, you consent to our use of such personal information for purposes of processing Orders, collecting payment, and fulfilling Order(s).

11. OUR LIABILITY TO YOU

Nothing in these Terms of Sale will exclude or limit our liability to you for fraud, death or personal injury caused by our negligence or any other liability which the applicable laws state may not be excluded or limited.

To the fullest extent possible pursuant to applicable law we will not be liable to you under these Terms of Sale for any loss of profit, loss of income, loss of business, loss of revenue or loss of goodwill; any loss or corruption of or damage to data; or any loss or damage which was not a reasonably foreseeable result of either our breach of these Terms of Sale or our breach of our legal duty of care. Loss or damage is “reasonably foreseeable” if, at the time that we and you entered into these Terms of Sale, such loss was either contemplated by us and you or you notified us that the loss may occur if we breached these Terms of Sale or our legal duty of care.

12. GENERAL TERMS

- (a) These Terms of Sale are governed by Korean 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.
- (b) Any dispute will be submitted to the jurisdiction of the competent court of the place where the Consumer is domiciled or resident. If either you or we do not enforce or delay enforcing any of our rights under these Terms of Sale, this will not stop us from doing so at a later date.
- (c) If any provision of these Terms of Sale is not valid or legally enforceable, that term will be deleted and the remaining terms will not be affected.
- (d) No party other than you or us has any right to enforce any term of these Terms of Sale.