



## **TERMS OF SALE - ORDERS DELIVERED TO CANADA (Updated on June 21<sup>st</sup>, 2021)**

These terms of sale (“**Terms of Sale**”), as amended from time to time, set out the terms and conditions that will apply to your purchase of Products through the Website that are shipped to any province or territory within Canada. Please read these Terms of Sale carefully before placing an Order through the Website. By confirming that you have read and accepted these Terms of Sale when you submit an Order through the Website, you confirm your unconditional acceptance of these Terms of Sale and thereby enter into a legally binding agreement with us. All sales are expressly conditioned upon your agreement to these Terms of Sale.

These Terms of Sale are intended to supplement the Website’s (i) “Website Terms of Use” (found here: <https://ca.loropiana.com/en/legal-area>), which govern your use of the Website, and (ii) “Privacy Policy” (found here: <https://ca.loropiana.com/privacy-cookies>), which describes how we use and process the information that we obtain in connection with your use of the Website and purchase of Products through the Website.

The purchase of Products on the Website is reserved solely for Consumers. The term “Consumer” is to be understood as any natural 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 Canada Inc. , with a registered office in 199 Bay Street 5300 Commerce Court West, Toronto ON, M5L 1B9, Business number(TIN): 711663724 RC0001, Inscription n° 1025497-5, e-mail address: customerservice.ca@loropiana.com, tel. 1-855-481-9100 and “you” or “your” 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.

After you place an Order, we will send you the Order Processing Receipt. When the Order is accepted by us and the Products are shipped, we will send you the Order Confirmation, with the e-invoice attached.

These Terms of Sale, along with your Order Confirmation and e-invoice, 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 Website.

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, the Order Confirmation, the e-invoice, 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.

“*Loro Piana Store*” means any Loro Piana store listed as available for returns on our Website, including online shopping facility.

“*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.

“*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.

#### **LORO PIANA CANADA INC**

MAILING ADDRESS: 711 FIFTH AVENUE 11TH FLOOR, NEW YORK, NY 10022

REGISTERED OFFICE ADDRESS: 199 BAY STREET, 5300 COMMERCE COURT WEST, TORONTO, ONTARIO M5L 1B9

TEL 212.980.7960 - FAX 212.980.7965

WWW.LOROPIANA.COM



"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 have attained the age of majority in the jurisdiction in which you live (which is 18 in Alberta, Manitoba, Ontario, Prince Edward Island, Quebec, and Saskatchewan and 19 in British Columbia, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, and Yukon Territory) and be capable of forming a legally binding contract under applicable law. If you are under the age of majority, then your parent or guardian must place your Order on your behalf. By placing an Order, you represent that you are at least the age of majority in your jurisdiction. To place an Order, 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, you may choose one of the following options:

- PAYPAL express check-out option by clicking on "PAYPAL" button. In this case, you will be automatically redirected to the website <https://www.paypal.com/cahere> you will carry out the payment without registering on the Website. Once the payment is carried out you will be redirected again to the Website in order to fill in the missing information that is necessary to complete the Order;
- Website check-out option by clicking 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 (i.e., guest checkout).

Once you have selected your payment method and filled out the requested information, 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 or 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 or false information;
- there is an error on the Website relating to the Products that you have ordered, including an error relating to the price or description of the Products as displayed on our Website (see Clause 2 below for further details);
- 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 majority in your jurisdiction.

If we are unable or refuse 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 within 30 days from the date of your Order. 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 we have received the Order that you have placed 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 hours of placing the Order, contact us at 1-855-481-9100 or by e-mail at [customerservice.ca@loropiana.com](mailto:customerservice.ca@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 email in which we inform you that your Order has been shipped. In addition to the Order Confirmation, you will receive enclosed 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.

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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 Clause 10 “CUSTOMER SERVICE” below.

## **2. PRODUCT AVAILABILITY**

We make reasonable efforts to ensure that the prices and other information about Products displayed on the Website are accurate and up-to-date. However, misprints, errors, inaccuracies, omissions, and other errors may sometimes occur, so 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 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. Any such changes to the Website will not affect the price, availability, or description of any Products for which you have previously received an Order Confirmation.

## **3. GIFTS**

Subject to the restrictions herein, you may purchase Products as a Gift and have them sent to a recipient other than yourself.

By making a Gift purchase, you represent that you have permission to provide to us information belonging to the Gift recipient. Please note that you will be liable for providing the recipient's personal data in compliance with any applicable privacy laws. We invite you to consult our privacy policy (found here: <https://ca.loropiana.com/privacy-cookies>) on the Website before providing us with a third party's personal data.

In addition to our reservation of the right to reject any order for any reason, as outlined above, we reserve the right to reject your Order 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 and e-invoice from us when your Gift has been shipped to the recipient.

## **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, 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 and for any reason, provided that we will not alter the price of any Product after we send you the Order Confirmation for your purchase of such Product. Please be aware that prices charged for any Products purchased on the Website may vary from time to time to reflect local market pricing and applicable duties.

Taxes are not included in the prices indicated on the Website and are calculated according to the value of your Order and your shipping destination and will be itemized on the Order check-out page, in the Order Confirmation, and in the e-mailed invoice.

No shipping fees and duties will be charged to costumers.

You may pay by credit card, Paypal, e-wallet (save for possible restrictions provided by the applicable laws and regulations) or Pay by Link as listed on our check-out page. By submitting your Order, you represent and warrant that you are authorized to use the designated payment method and authorize us to charge your Order (including taxes, shipping, and handling) to that payment method. 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, such as currency conversion fees. If so, such charges will solely be your 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 cost of your Order, as indicated in 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 you 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.

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After a “hold” on your payment card has been authorized by your bank, please be advised that if your credit card is debited for a lower amount than the total amount so “held” (eg: if certain Products are out of stock), it is possible that the balance will not immediately be fully available to you for reasons beyond our control (eg: delays by your credit card issuer in removing the “hold” from your credit card).

We accept the following credit, charge and debit cards: Master Card, Visa, Diners, JCB, American Express, China Union, Discover, Interac Debit.

Payment by PayPal. If you choose PayPal as your payment method, you will be redirected to the website [www.paypal.com/ca](http://www.paypal.com/ca) where the payment for the Products will be carried out following the procedure outlined and regulated by PayPal. By choosing to pay using PayPal, you acknowledge and agree that you will be subject to PayPal’s terms and conditions. The data entered on the PayPal website will be handled directly by PayPal and will not be sent to or shared with us, except for the data that are necessary to perform the delivery of the Products if you select the option of PayPal express check out. We will therefore have no knowledge of and cannot record in any way the details of the credit card connected to your PayPal account or any other payment instrument connected to said account.

We will place a “hold” on your PayPal account for the total value of your Order. If the “hold” on your PayPal account has been authorised by PayPal, your PayPal account will be debited for the total cost of your Order, as indicated in 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 PayPal has authorised the use of your PayPal account for payment of the Products you ordered. If we do not receive such authorisation we will notify you. We reserve the right to verify the identity of the PayPal account holder by requesting appropriate documentation.

After a “hold” on your PayPal account has been authorized by PayPal, please be advised that, if your PayPal account is debited for a lower amount than the total amount so “held” (eg: if certain Products are out of stock), it is possible that the balance will not be immediately fully available to you for reasons beyond our control (eg: delays by PayPal in removing the “hold” from your PayPal account).

Payment by e-Wallet.

(i) Apple Pay

If you have installed the Apple Pay app and activated the Apple Pay option and you are navigating through Safari, you may choose such payment method.

If you choose Apple Pay as an option, a popup will be displayed and you will need to insert/confirm your contact information and shipping and billing address, as well as select the preferred card connected to your account. Once completed, you will need to click on the “continue” button and authenticate yourself through Face ID, passcode, or Fingerprint and confirm the payment, or otherwise follow the most recent payment protocol that has been instituted by Apple.

In the event of payment via Apple Pay, the total amount due will be debited by Apple Pay 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 Apple Pay account that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on Apple Pay and the banking system. Once the credit order in favour of said account has been arranged by Loro Piana, Loro Piana is not responsible for any delays or omissions in crediting you with the refund. To contest these cases, you must contact Apple directly. By choosing to pay using Apple Pay, you acknowledge and agree that you will be subject to Apple’s terms and conditions.

(ii) Google Pay

If you have installed the Google Pay app and activated the Google Pay option, you may choose such payment method.

If you choose Google Pay as an option, a popup will be displayed and you will need to insert/confirm your contact information and shipping and billing address, as well as select the preferred card connected to your account.

Once completed, you will need to click on the “continue” button and authenticate yourself through fingerprint or passcode, if applicable, and confirm the payment, or otherwise follow the most recent payment protocol that has been instituted by Google.

In the event of payment via Google Pay, the total amount due will be debited by Google Pay to you at the conclusion of the online contract. In the event of the termination of the purchase agreement and for any

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other type of refund, for any reason, the refund will be credited to your Google Pay account that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on Google and the banking system. Once the credit order in favour of said account has been arranged by Loro Piana, Loro Piana is not responsible for any delays or omissions in crediting you with the refund. To contest these cases you must contact Google directly. By choosing to pay using Google Pay, you acknowledge and agree that you will be subject to Google's terms and conditions.

(iii) Alipay

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 favor 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.

(iv) WeChat Pay

If you have installed the WeChat app and activated the WeChat Pay option, you may choose such payment method. If you choose WeChat Pay as an option, a QR code will be displayed and you will need to scan such QR code with the WeChat app and authorize the payment.

In the event of payment via WeChat Pay, the total amount due will be debited by WeChat Pay 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 WeChat Pay account that you used for the original purchase. The time required to credit the payment instrument connected to said account depends exclusively on WeChat 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 WeChat directly. [Pay by Link](#)

If you are a customer over the phone, you can choose this secure method of payment. This method allows you to not communicate the credit card information over the phone to the customer service team. Specifically, in order to conclude the transaction, you will receive from the customer service a "Paybylink" link through which insert the information about the method of payment chosen.

All transactions on the Website are processed using a third party secure online payment gateway that encrypts your card details in a secure host environment.

If we use third-party payment processors, you must comply with the terms of all agreements between you and those providers and must deal directly with those third parties to resolve any disputes regarding the processing of your payment. We may need to share your payment details with third-party service providers, and by providing this information you specifically authorise us to share that information as described.

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, we encourage you to first contact our customer service department to determine if we can address any concerns that you may have ( [customerservice.ca@loropiana.com](mailto:customerservice.ca@loropiana.com) or 1-855-481-9100).

## 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.

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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 make 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 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 directly into our carrier's website. Products that we deliver to you will become your property at the later of (i) the time that you receive them, or (ii) the date on 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. If you refuse to take delivery of your Order, or any part of it, without authorization from us, you will be responsible for all shipping charges.

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 Website is strictly forbidden. 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.

## **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.

In addition to the return/exchange rights described below, you may have the right to cancel a Contract within certain periods if we do not comply with the applicable consumer protection legislation.

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 for a refund or exchange any Product purchased through the Website for any reason within 30 days after the Products are received. Each Product can be exchanged or returned one time only. Please note we only accept exchanges for changing the colour or size of the same Product already purchased (i.e., you cannot exchange a Product for a completely different Product). If you would like a different Product, please return your purchase and place a new order.

In order to make a return, please contact the customer service department at 1-855-481-9100 or email at customerservice.ca@loropiana.com, to receive a prepaid return label. You will need to print this label and attach it to the outside of the package. You can contact the courier identified on the prepaid return label in order to find your nearest drop off location or schedule a pickup with them directly.

**IF YOU HAVE REQUESTED A REFUND, WE WILL REFUND YOU THE PRICE PAID FOR THE PRODUCT(S) AND APPLICABLE TAXES. HOWEVER, WE CANNOT REFUND YOU THE ORIGINAL SHIPPING FEES YOU PAID, ANY APPLICABLE HANDLING SURCHARGE YOU PAID, ANY CUSTOMS DUTIES 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.**

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#### 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 days after the Gifts are received. Each Gift Product received may be exchanged one time only.

In order to make a return, please contact the customer service department at 1-855-481-9100 or email at [customerservice.ca@loropiana.com](mailto:customerservice.ca@loropiana.com), to receive a prepaid return label. You will need to print this label and attach it to the outside of the package. You can contact the courier identified on the prepaid return label in order to find your nearest drop off location or schedule a pickup with them directly.

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 GIFT AND APPLICABLE TAXES. WE CANNOT REFUND THE ORIGINAL SHIPPING FEES, ANY APPLICABLE HANDLING SURCHARGE PAID BY THE ORIGINAL PURCHASER, ANY CUSTOMS DUTIES, 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 Products are returned to us, regardless of whether such Products were purchased by you or received/sent as a Gift, we will review them for quality control. If the Products are sent back in their original, new, unaltered, 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 reimburse the total amount paid for the Product and applicable taxes (excluding original shipping fees, any applicable handling surcharge paid by the original Purchaser, , and any taxes associated with such charges, none of which will be refundable costs) to the credit card, PayPal account, or other payment method used for the original purchase. We will credit such refund 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). You remain responsible for any charge applied by your bank.

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, are sent from countries where we do not ship directly, or where we have any reason to believe that the Products are fraudulent or were not purchased directly on our Website, we will not be able to accept the return/exchange and we will send the original Products back to you.

No shipping fees and duties will be charged.

#### **10. 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 other information you may need in connection with the use of our Website and/or our Products. Our customer service is available in English from Monday to Sunday 9am – 6 PM EST and in French from Monday to Friday 9 AM – 6 PM EST 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.ca@loropiana.com](mailto:customerservice.ca@loropiana.com)
- Phone 1-855-481-9100

#### **11. PERSONAL INFORMATION**

When you place an Order through our Website, 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

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other limited purposes. Our collection and use of your personal information will be carried out subject to the terms of our privacy policy on the Website (found here: <https://ca.loropiana.com/privacy-cookies>). By providing us with personal information, you consent to our use of such personal information for purposes of processing Orders, collecting payment, any requests from the recipient with respect to such Order(s), and for the purposes described in our privacy policy.

## 12. OUR LIABILITY TO YOU

**CONSUMERS IN QUEBEC, CANADA: QUEBEC'S *CONSUMER PROTECTION ACT* (CQLR C P-40.1) PROVIDES YOU WITH CERTAIN RIGHTS, INCLUDING WARRANTIES AS TO ACCEPTABLE QUALITY, SAFETY, DURABILITY, ACCURATE DESCRIPTION AND AGAINST HIDDEN DEFECTS. NOTHING IN THIS PROVISION IS INTENDED TO LIMIT OR REPLACE ANY OF YOUR RIGHTS UNDER THE *CONSUMER PROTECTION ACT* (CQLR C P-40.1), AND TO THE EXTENT THAT IT IS PROHIBITED BY LAW, THE EXCLUSION HEREUNDER DOES NOT APPLY TO QUEBEC CONSUMERS.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LORO PIANA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE ACCURACY OR COMPLETENESS OF INFORMATION ON THIS WEBSITE OR THE CONDITION, FEATURES OR AVAILABILITY OF PRODUCTS DESCRIBED OR OFFERED FOR SALE ON THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LORO PIANA DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, LACK OF VIRUSES OR HARMFUL CODE, PERFORMANCE AND NONINFRINGEMENT. ANY PURCHASE IS "AS IS" AND AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE WEBSITE SHALL BE AS EXPRESSLY SET FORTH IN OUR RETURN AND EXCHANGE POLICY SET FORTH ABOVE. WE DO NOT PROMISE THAT THE WEBSITE, OR THE PRODUCTS, SERVICES, OR CONTENT PROVIDED THROUGH THE WEBSITE, WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE, OR THE PRODUCTS, SERVICES, OR CONTENT PROVIDED THROUGH THE WEBSITE, WILL PRODUCE SPECIFIC RESULTS. YOU USE THE WEBSITE, AND THE PRODUCTS, SERVICES, AND CONTENT PROVIDED THROUGH THE WEBSITE, AT YOUR OWN RISK.

THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL, TO THE EXTENT PERMITTED BY LAW, 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, PRODUCT LIABILITY, 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, LOSS OF BUSINESS, LOSS OF DATA, DAMAGE TO PROPERTY, EXPENSES 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 WEBSITE.

### LORO PIANA CANADA INC

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SOME PROVINCES AND TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, NOR THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS, SO THE ABOVE LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

### 13. GOVERNING LAW; DISPUTE RESOLUTION

**The provisions set out in this section 13 are prohibited by Quebec's *Consumer Protection Act* (CQLR c P-40.1) and therefore do not apply to users in Quebec, Canada.**

- (a) These Terms of Sale are governed by the laws of the Province of **British Columbia** and the laws of Canada applicable therein and shall be construed accordingly, without reference to any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction and excluding any law that implements the United Nations Convention on Contracts for the International Sale of Goods.
- (b) **Arbitration:** Except as expressly set forth in this section 13 and subject to section 13(d), except where prohibited by applicable law, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms of Sale, the Website or any related matters (collectively "**Disputes**" and each a "**Dispute**") will be referred to and finally resolved by binding arbitration administered by the British Columbia International Commercial Arbitration Centre (the "**BCICAC**") in accordance with its rules and these Terms of Sale. There will be a single arbitrator, and the arbitration will be private and confidential. The arbitration will be held at Vancouver, British Columbia and the language used in the arbitration will be the English language. Any award rendered in an arbitration is final and binding and judgment on the award may be entered in any court having jurisdiction for its enforcement. Notwithstanding the foregoing, this section 13(b) does not apply to a Dispute based upon infringement, misappropriation or violation of intellectual property rights (including copyright and trademarks).
- (c) **Court Litigation:** If and to the extent, and for any reason, that a Dispute is not subject to arbitration as set forth in section 13(b), then subject to section 13(d), the Dispute will be resolved before the Supreme Court of British Columbia sitting in the City of Vancouver, and you and Loro Piana each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those Disputes, except that Loro Piana may commence litigation against you in the competent courts of any other jurisdiction seeking injunctive relief (or similar urgent legal remedies) to avoid irreparable harm or to preserve the status quo or to enforce these Terms of Sale.
- (d) **Informal Dispute Resolution:** Before you commence arbitration or litigation regarding a Dispute: (i) you will give notice of the Dispute to our customer care representatives at [customerservice.ca@loropiana.com](mailto:customerservice.ca@loropiana.com) or 1-855-481-9100 and allow us at least 30 days to investigate and attempt to resolve the Dispute; and (ii) upon request by us during the 30 day period you will participate in good faith discussions regarding the Dispute with a view to resolving the dispute in a reasonable manner.
- (e) **Temporary/Injunctive Relief:** Notwithstanding that a Dispute is subject to arbitration under section 13(b): (i) you or Loro Piana may commence litigation in the Supreme Court of British Columbia sitting in the City of Vancouver seeking injunctive relief (or similar urgent legal remedies) to avoid irreparable harm or to preserve the status quo, and you and Loro Piana each hereby irrevocably submit and attorn to the non-exclusive jurisdiction of that court in respect of those matters; and (ii) Loro Piana may commence litigation against you in the competent courts of any other jurisdiction seeking injunctive relief (or similar urgent legal remedies) to avoid irreparable harm or to preserve the status quo or to enforce these Terms of Sale.
- (f) **NO JURY OR CLASS PROCEEDINGS:** YOU AND LORO PIANA EACH IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO COMMENCE OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ARBITRATION OR LITIGATION. ANY ARBITRATION OR COURT LITIGATION REGARDING DISPUTES WILL BE BROUGHT BY YOU OR LORO PIANA IN AN INDIVIDUAL CAPACITY, AND NOT AS PLAINTIFF OR CLASS MEMBER IN

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A CLASS OR REPRESENTATIVE PROCEEDING. THE WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE PROCEEDING IS PROHIBITED BY LAW IN SOME JURISDICTIONS, AND SO THE FOREGOING WAIVER MIGHT NOT APPLY TO YOU.

#### 14. GENERAL TERMS

- (a) 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 under 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. Our waiver 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.
- (b) If any provision of these Terms of Sale is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, that 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 provision(s) eliminated.
- (c) No party other than you or us has any right to enforce, or is conferred any benefits under, any term of these Terms of Sale.
- (d) You and Loro Piana have each expressly requested and required that these Terms of Sale and all documents that relate hereto be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*
- (e) For your convenience, the Website may provide links or references to other Internet sites or resources and businesses operated by other persons (collectively "**Linked Sites**"). Linked Sites are independent from Loro Piana, and Loro Piana does not endorse, and has no responsibility or liability for or control over, Linked Sites or their business, goods, services, or content. Your use of Linked Sites and your dealings with the owners or operators of Linked Sites is at your own risk, and you will not make any claim against Loro Piana arising from, connected with, or relating to your use of Linked Sites or your dealings with the owners or operators of Linked Sites.

#### 15. SPECIAL TERMS OF SALE FOR PERSONALISED PRODUCTS

These Special Terms, together with the Terms of Sale, apply to you and your purchase of Personalised Products. In case of conflicts between the Terms of Sale and these Special Terms, the latter shall prevail.

- No returns or exchanges are accepted for Personalised Products, unless the Personalised Products are damaged or faulty. However, you may cancel your order within three (3) days after you have placed your order on the Website. In such case, we will refund your purchase in full.
- Personalised Products may be delivered within a time period indicated on our Website. However, such delivery terms are merely estimated (i.e., are not guaranteed or binding on us) and may vary according to the personalization requested.
- Personalised Products are shipped separately from other Product orders.
- After you have placed your order for Personalised Products, your credit card, PayPal account, or other payment method will be debited for the total amount of your order and you will receive an email order confirmation together with an advanced payment electronic invoice. However, there may be occasions when we confirm your order but subsequently learn that we cannot supply the Personalised Products you have ordered; in such event we will cancel the order and refund your purchase price in full. When your order is ready, we will send you an email through which we inform you that your Order has been shipped together with the tracking number.
- The payment methods accepted for Personalised Products service are credit card, PayPal, E-wallet and Pay by Link

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