

RINASCENTE

GENERAL SALES TERMS

RINASCENTE ON DEMAND

Instant messaging service for a luxury shopping experience

1. RINASCENTE ON DEMAND SERVICE

- 1.1 La Rinascente S.p.a. offers its customers the opportunity of purchasing products available in the Rinascente Milan store and requesting home delivery by forwarding a request by WhatsApp to the number +39 3440081600 or by email to the address ondemand@rinascente.it
- 1.2 There shall be no online product catalogue and only goods physically available in store shall be sold, with the exclusion of brands that have not subscribed to the service.
- 1.3 Customers wishing to use the Rinascente On Demand service are required to make a minimum purchase of EUR 60.
- 1.4 The sale of products through the Rinascente On Demand service is governed by these General Sales Terms (“GST”).
- 1.5 The purchased products are sold directly by La Rinascente S.p.A. ("Rinascente"), with registered office at Via Giorgio Washington 70 - 20146 Milan, Italy, Tax Code and VAT No. 05034580968.
- 1.6 The sale price is the same as the price applied in the Milan store and the products are subject to the same discounts and promotions in force in the Milan store.

2. SALES POLICY

- 2.1 Rinascente sells its products to end users who are “consumers”. The term “consumer” means any natural person who purchases through the Rinascente On Demand service for purposes not associated with any commercial, business or professional activity that may be carried out. Hence by expressly accepting these GST the customer declares that the products are being purchased for purposes other than as aforesaid.
- 2.2 In view of its commercial policy, Rinascente reserves the right not to follow up orders from persons other than “consumers” or orders that do not comply with its commercial policy.

2.3 The product purchased is exclusively intended for the country where the customer makes the order. Hence if the customer decides to bring the product into a different country, he shall be responsible for bringing it in and required to follow applicable regulations and restrictions both for exporting from the country where he purchased the product and for importing to the country where he intends to bring it. Rinascente hereby accepts no liability in this regard.

3. CONCLUSION OF THE CONTRACT

3.1 The customer may contact Rinascente by WhatsApp or email to purchase a product on sale at the Rinascente Milan store, providing the product details and preferably an image or photograph of the product to enable the Rinascente staff who receive the request to identify the product properly.

3.2 Once the product's in-store availability has been verified, the sales staff, working during the stores opening hours, shall send the customer a photograph of the product to check the subject of the request received and request the data needed to complete the purchase order.

3.3 The customer shall receive the purchase order in pdf format with the following information: product and main characteristics, product price and any discounts or promotions underway at the store, in which the product is available, shipping costs, Rinascente's details, means of payment, delivery address provided by the customer and delivery times.

3.4. If the transaction is made by WhatsApp, the purchase order and the GST, which also include a summary of the conditions and procedures for exercising the right of withdrawal, shall be promptly sent to the customer in pdf format, also by email, so the customer can retain and access it for a period of time appropriate to the use for which it is intended.

3.6 The customer may then finalise the purchase by midnight (Italian time) of the day the order is sent by Rinascente through a special link connecting to the payment provider. After midnight it shall no longer be possible to proceed directly to payment and the customer shall be required to contact Rinascente On Demand once again to place a new order.

- 3.7 It is essential to the conclusion of the contract that the customer ticks the box declaring that he is over eighteen, has checked and confirmed the order, examined and accepted the GCS and read the privacy policy.
- 3.8 The contract shall be concluded in Italian or English, as preferred by the customer.
- 3.9 Once the purchase has been concluded, Rinascente shall prepare the product for delivery to the customer and the customer will receive a link to track the shipment directly with the courier chosen by Rinascente.
- 3.10 The customer shall receive the product accompanied by the purchase receipt, purchase confirmation and document summarising the conditions of withdrawal / return, already contained in these GST, viewed and accepted by the customer before proceeding with the purchase.

4. PRODUCT WARRANTIES

- 4.1 Rinascente is the longest-standing and one of the best-known and established Italian companies operating in the large retail sector, and particularly in high-end retailing. It normally operates as a wholesale buyer and retail seller of high quality products reserved for end consumers. These products are purchased by Rinascente from suppliers, fashion houses, producers and retailers who have been carefully selected for their strict quality controls.
- 4.2 Rinascente does not sell used, irregular or low quality products that do not meet corresponding standards offered on the market.
- 4.3 The products' essential characteristics are summarised in each order which is examined by the customer before concluding the contract. The Rinascente staff who receive the customer's request for a specific product by WhatsApp or email may, at their discretion, send the customer photographs to facilitate identification of the product. However, the customer acknowledges that the images and colours of the products in these photographs may differ from the real ones because of the device used. Hence these images must be considered for guidance only, as the product shall be definitively identified only by the details and characteristics stated in the order that the customer views and accepts before concluding the contract.
- 4.4 If, within the warranty period established by applicable law, the customer intends to return a product purchased through the Rinascente On Demand service, claiming and

proving a defect covered by the warranty, Rinascente shall carry out the necessary checks and, if the defect is found to exist, the legal warranties of conformity of goods shall apply.

5. SHIPPING AND COSTS

- 5.1 When the order is received, the customer shall be appropriately informed, before concluding the contract, of the product purchase price, discounts applicable, shipping costs and the date by which Rinascente undertakes to deliver the goods.
- 5.2 The product shipping costs, including custom duties, are borne by the customer.
- 5.3 The Products can be delivered, according to the Customer's choice made at the time of ordering, to one of the Rinascente points of sale indicated on the Website, to one of the physical locations specified by the courier (Access Points), or to the address specified by the Customer in the order.
- 5.4 When sending the Order to Rinascente, the Customer must choose between standard and express delivery. Once this choice has been made, it is not possible to change the delivery method from standard to express or vice versa. The standard and express delivery times and costs will be communicated in writing by email or WhatsApp at the time of ordering. Delivery times are indicative and Rinascente is not obliged to meet these times. Deliveries will be made no more than 30 (thirty) days from the order date, except in cases of force majeure or unforeseeable circumstances.
- 5.5 In the case of delivery to an address specified in the order by the Customer or to an Access Point, the purchased Products will be shipped by a courier chosen by Rinascente (hereafter "Courier") during working days (therefore excluding Saturdays, Sundays and local and national holidays).
- 5.6 The Customer (or delegated party) must sign on delivery. Deliveries will not be made to P.O. boxes.
- 5.7 The Customer (or delegated party) must check the following on delivery of the Products by the Courier or on collection:
 - (i) that the number of packages corresponds to the number indicated on the delivery note; and
 - (ii) that the packaging and related seals are intact, not damaged, not wet or altered in any way.

Any damage to the packaging and/or Product or a mismatch in the number of packages or details must be immediately recorded in writing on the Courier's delivery note. Once the Courier's document has been signed without any objections being raised by the Customer, the Customer cannot submit any claims in this regard.

5.8 If the Customer opts to have the Product delivered to one of the Rinascente points of sale or to an Access Point, after the Order, the Customer will receive Confirmation from Rinascente that the Product is available for collection from the point of sale or Access Point, and the Customer will be required to collect it within 10 calendar days. At the end of this period, the Product will no longer be available for collection and the amount corresponding to the value of the Product will be refunded according to the payment method used to make the purchase.

5.8 If the Customer opts to have the Product delivered to a specified address, Rinascente will send the Customer a Shipping Confirmation by email following dispatch of the Products, as well as a second email confirming delivery.

It will be possible to follow the delivery status by clicking on the link specified in the Shipping Confirmation email. The Customer is requested to regularly use the link in question in order to keep up to date in real time with any changes to the delivery.

5.9 In the case of orders comprising two or more Products, in order to speed up the delivery, Rinascente may dispatch the items in more than one shipment.

5.10 In the case of orders comprising two or more Products and whenever the Customer has chosen to pay on delivery, each shipment will contain a receipt and the Customer must pay the amount for the goods in each delivery separately.

6. PAYMENT

6.1 The customer may pay the product price and shipping and delivery costs by credit card, PayPal, Alipay and Unionpay in compliance with the procedures established by the provider, or by bank transfer.

These procedures shall also be stated in the order.

6.2 Purchases through the Rinascente On Demand service may only be made in Euro and the customer therefore acknowledges and accepts that increases in exchange rates and conversion fees established by international schemes shall be exclusively borne by the customer.

7. RIGHT OF WITHDRAWAL - RETURN

7.1 Pursuant to Article 52 of the Consumer Code, the customer is entitled to withdraw from the agreement concluded without incurring any penalty and without specifying the reason within 14 (fourteen) days of the date of receipt of the products purchased through the Rinascente On Demand service (legal withdrawal).

Rinascente grants the customer an additional 16 days, to return the purchased products, making a total of 30 days (contractual withdrawal).

7.2 To withdraw from the contract and return the product, the customer may send Rinascente, to the email address customerservice@rinascente.it, any form of explicit declaration of his decision to withdraw from the contract.

7.3 Once the right of withdrawal has been exercised, the customer may return the products: a) by going to the nearest collection point of the courier specified by Rinascente with favourable rates; b) arranging with the courier for collection of the product; c) bringing the product directly to one of the Rinascente stores. The return must take place no later than 14 (fourteen) days after the date the customer communicated his decision to withdraw from the contract to Rinascente at the address referred to in Article 7.2.

The shipping costs and customs duties relating to return of the products referred to in Article 7.1 shall be borne by the customer. These costs shall instead be incurred by Rinascente if the request for return is based on product defects pursuant to Article 4.4 of these GST or in the event of delivery of a different product to the one purchased.

7.4 Products must be returned intact, unused, in their original packaging (when present) and with the purchase receipt. Products are provided with an identification tag with a single-use seal. If the customer wishes to return the purchased product, he should not remove the tag and seal from the purchased products, which form an integral part thereof.

7.5 Pursuant to Article 57 (II) of the Consumer Code, the customer shall be liable for the reduction in the value of the products purchased, as a result of being used for purposes other than checking their nature and characteristics.

7.6 In the event of exercise of the right of withdrawal, Rinascente is entitled not to accept the return or not to fully refund the amounts paid for purchase for products without their tag, original packaging, receipt or whose essential and qualitative characteristics have been altered or that have been used or damaged.

7.7 If the right of withdrawal is exercised in accordance with the terms stated in this article, Rinascente shall refund any amounts already collected for purchase of the products in accordance with the terms and procedures set forth in Article 8 below.

8. REFUND

8.1 When a withdrawal notification has been received and correct execution of the terms and conditions set forth in Article 7 has been verified, Rinascente arranges for the price of the products to be refunded to the customer and, in the case of withdrawal within 14 days of receipt, also the shipping costs incurred by the Customer where the customer has opted for standard delivery.

Rinascente makes the refund using the same means of payment used by the customer to purchase the returned products.

8.2 If the terms and procedures for exercising the right of withdrawal set forth in Article 7 have not been observed, the Customer shall not be entitled to refund of the sums paid to Rinascente. He shall in fact be liable for the reduction in value of the returned products as a result of being used for a purpose other than the one authorised by Rinascente to allow him to check the nature and characteristics of the products. Within 14 days of dispatch of the communication by which Rinascente informs the customer that the return has not been accepted for the aforesaid reasons, the customer may choose to recover, at his expense, the products in the state in which they were returned to Rinascente, notifying Rinascente within 60 days of dispatch of the notice of non-acceptance of the return by Rinascente. After 60 days have passed, the product shall return to the full availability of Rinascente for destruction or return to the supplier and the amounts collected for the sale may no longer be refunded to the customer.

9. CONTACTS

9.1 To request any information concerning Rinascente On Demand and the post-sales service, the customer may contact the Rinascente On Demand Customer Service by email at the address ondemand@rinascente.it or on the telephone number +39 0291387388.

To file reports concerning the service the customer may contact the Rinascente Customer Service by email at the address customerservice@rinascente.it or write to Rinascente, Customer Service, Via Santa Radegonda 3, Milan.

10. PRIVACY

- 10.1 Before concluding the contract the customer is obliged to view and declare to have read the privacy policy which can be downloaded from the link provided by Rinascente.
- 10.2 For any further information on Rinascente's data processing the customer may send a request to the following email address customerservice@rinascente.it or to the address of its registered office at Via Giorgio Washington 70, Milan.

11. GOVERNING LAW AND JURISDICTION

- 11.1 These General Sales Terms are governed by Italian law and in particular by Italian Legislative Decree No. 206 of 6 September 2005, Consumer Code, Chapter I "Consumers' Rights in Contracts", with specific regard to legislation on distance contracts.
- 11.2 In the event of disputes between Rinascente and the customer arising from the GST, Rinascente hereby guarantees its full participation in and acceptance of the RisolviOnline conciliation service. This is an independent institutional service provided by the Arbitration Chamber of the Milan Chamber of Commerce which, with the help of a neutral and competent conciliator, allows a satisfactory agreement to be reached in an amicable and safe way, over the internet. For further information on the RisolviOnline regulations or to send a conciliation request, the customer may access the website risolvionline.com. It should also be noted that the European Commission provides a platform for alternative out of court settlement of disputes, which can be accessed at the website <http://ec.europa.eu/odr>.

As a final alternative, disputes between La Rinascente and a customer resident or domiciled outside Italian territory shall be submitted to the exclusive jurisdiction of the Court of Milan.

