

# Berluti

## Paris

### TERMS OF PURCHASE

BERLUTI SA in France (hereafter called "BERLUTI") markets BERLUTI articles.

BERLUTI, which strives to continually provide optimum satisfaction for its customers, decided to set up a distance selling network, using telephone and electronic means (Internet) for some of its products, in parallel to its chain of stores.

In order to guarantee an optimum level of service for its customers, BERLUTI decided to offer a selection of articles for distance sales, which can be viewed on its website [www.berluti.com](http://www.berluti.com).

The system which has been set up, which requires positive action from the customer, conforms on all points with the requirements for distance sales stipulated in articles L. 111-1, L.112-1 and L. 221-1 and seq of the Consumer Code.

The use of the distance sale process described in these General Terms of Sale is reserved exclusively for consumers, within the meaning of the Preliminary Article of the Consumer Code, *i.e. "any natural person who acts for purposes which are not within the scope of its commercial, industrial, craft, liberal or agricultural activity"*, acting exclusively on their own behalf and who are domiciled in Metropolitan France, Monaco, Italy, Spain, United-Kingdom, Belgium, Switzerland or Germany.

#### COVID-19 UPDATES

##### Store information

In order to protect our clients and staff in stores, we have decided to close our retail stores across Europe and the United States until further notice (with the exception of the Frankfurt and Munich stores).

##### Complementary shipping and return

###### Home shipping

In order to protect our clients and staff in stores, we have decided to close our retail stores across Europe and the United States until further notice (with the exception of the Frankfurt and Munich stores).

Place order online is still possible, considering that the orders will be shipped as soon as our warehouse reopens.

##### Delivery to store

Due to the closure of our stores, the delivery to store is temporarily interrupted (with the exception of the Frankfurt and Munich stores).

##### Exchanges, returns and refunds

Please note that for your convenience, we have extended our return policy to 60 days starting from the delivery date of your order.

Our exchanges and refunds may take slightly longer than usual.

##### Exchanges and returns conditions

To request a return, please make sure to comply with the following terms:

You may return any item(s) up to sixty (60) days from the delivery date of your order.

For online orders, Berluti will refund the entire amount of the order when the item is returned new and unworn, with its original packaging and accessories (boxes, packaging, tags, booklets, etc.), and accompanied by a copy of the receipt, the return slip, and the security tag intact. Worn, used, altered or damaged items will be refused.

The parcel can only be returned from the original shipping country, or in the delivery country for returns in store.

The products were purchased online on [berluti.com](http://berluti.com) and not in Berluti stores.

Please note that, in accordance with the General Sales Conditions, some categories of products, such as personalized products, cannot be returned.

Please contact our Client Services to manage your return by phone at +33 1 47 20 01 77 or by mail at [contact@berluti.com](mailto:contact@berluti.com).

#### Secured Payment

Payments of the customer's purchases can be made by bank card (bank cards accepted are: "CB" network cards (Visa, Eurocard/Mastercard, American Express), or by Paypal. Exceptionally during COVID-19 situation, the customer's bank card is debited when the order is placed.

#### Contact Berluti clients' advisors

Should you require help or additional information, please contact our Client Services at +33 1 47 20 01 77 where one of our dedicated advisors will be happy to assist you. Alternatively, you may contact them at any time by email using [contact@berluti.com](mailto:contact@berluti.com).

## ARTICLE 1: SCOPE OF APPLICATION

These General Terms of Sale apply to all sales of BERLUTI products which are either concluded through BERLUTI's Customers Service - LVMH Customers Service 29 rue des Pyramides, 75001 Paris +33 (1) 47 20 01 77 for Metropolitan France (price of a local call) or +44 20 3901 2683 for other countries (non-surcharged call) or by email at [contact@berluti.com](mailto:contact@berluti.com), or via the e-commerce site [www.berluti.com](http://www.berluti.com).

1.1 Telephone sales: any sale of BERLUTI products through BERLUTI Customers Service set up by BERLUTI is concluded subject to the resolutive condition of prior customer's acceptance by phone of these General Terms of Sale.

1.2 Electronic sales (Internet): the customer states that he or she has read these General Terms of Sale. The customer will be asked to validate without restriction or reserve these General Terms of Sale at the time of the validation of his or her order. In accordance with the provisions of article 1127-1 of the Civil Code, these General Terms of Sale can be retained by any person visiting the [www.berluti.com](http://www.berluti.com) website, by a computer record and can be reproduced by printing. BERLUTI reserves the right to make any changes to its General Terms of Sale. However, the orders will be governed by these General Terms of Sale in force at the moment when the orders were made by the client. If, after the date these General Terms of Sale are deleted from the [www.berluti.com](http://www.berluti.com) website, an obsolete version of the General Terms of Sales would nevertheless remain accessible to the public via other websites or any other means than the [www.berluti.com](http://www.berluti.com) website or the Customer Service; they would not be valid against BERLUTI as for the orders made after the said deletion.

## ARTICLE 2: IDENTIFICATION OF THE OFFEROR

BERLUTI SA, a public limited company with capital of €4,135,860.00 registered on the Paris Trade and Companies Register under the number 784 320 921 Registered Office : 120, rue du Faubourg Saint-Honoré 75008 PARIS VAT : FR 197 843 209 21

Telephone: +33 (0)1 53 83 67 00

Email: [contact@berluti.com](mailto:contact@berluti.com)

## ARTICLE 3: INFORMATION ON THE PRODUCTS

The information on all the BERLUTI products which may be sold on the website or through the Customer Services is available, with references, in all BERLUTI stores, as well as on the [www.berluti.com](http://www.berluti.com) website.

This information complies with the statutes and regulations in force notably articles L. 111-1 and L.112-1 of the Consumer Code and by the ministerial order of 3 December 1987 "on the information on prices provided to consumers".

## ARTICLE 4: METHODS OF ORDERING ARTICLES

### 4.1 Orders by telephone

Orders are received in French or in English only by BERLUTI – LVMH Customer Services (i) on +33 (1) 47 20 01 77 for Metropolitan France (price of a local call) or +44 20 3901 2683 for other countries (non-surcharged call) from Monday to Sunday from 9:00AM to 8:00 PM, except on bank holidays, or (ii) via the telephone numbers of BERLUTI stores, during the store's normal opening hours.

#### 4.2 Orders over the Internet

Orders can be placed via the Internet on the e-commerce site [www.berluti.com](http://www.berluti.com) website. The customer pays the telecommunication costs of accessing the Internet and using the [www.berluti.com](http://www.berluti.com) website.

Customers can obtain additional information by contacting BERLUTI's Customer Services by telephone.

The visuals of the BERLUTI products can be impaired depending on the quality of the equipment used by the customer to access and use the [www.berluti.com](http://www.berluti.com) site. In this case, BERLUTI cannot be held liable. The customer can still exercise his or her right of withdrawal in accordance with article 8 below.

In order to purchase a product, the customer must complete an order form containing certain compulsory fields, before BERLUTI can process the customer's selection.

If there is a prolonged period of inactivity during the connection, the product selection made before this inactivity may no longer be guaranteed. The customer will then be asked to start his or her product selection again from the beginning.

All the important stages of the sale will be explained on the [www.berluti.com](http://www.berluti.com) website in accordance with article 1127-1 of the Civil Code.

In accordance with article 1127-1 of the Civil Code, before submitting the order, the Customer will be able to check the details of the order and the total price, and to correct any mistakes, before accepting the order by validating it. When the customer has submitted the order, BERLUTI will acknowledge receipt of it immediately by email.

Only shipped articles will be debited.

#### 4.3 Refusal of order

BERLUTI will be able to refuse any abnormal order or one which is placed in bad faith or any order from a customer with whom there is a dispute concerning the payment of a previous order.

### ARTICLE 5: PRICE OF THE ARTICLES

The prices of the articles are inclusive of VAT. Unless expressly stipulated during the order made on the [www.berluti.com](http://www.berluti.com) website or by telephone to Customer Services, the costs of delivery are paid by the customer.

**Please note that the tax refund service is not available for remote purchases.**

The customer will be informed of the price, inclusive of VAT, of each article which the Customer wishes to acquire as well as the associated shipment costs (if they are not paid for by BERLUTI) during the customer's call to BERLUTI's Customer Service or the visit to the [www.berluti.com](http://www.berluti.com) website.

In accordance with article L.221-13 of the consumer code, the customer will receive written confirmation of the contract including the price paid (detailing the price of the articles and the shipment costs which may have been borne by the customer), as well as all the information required by article L.221-5 of the french consumer code.

### ARTICLE 6: TERMS OF PAYMENT

Payments of the customer's purchases can be made by bank card (bank cards accepted are: "CB" network cards (Visa, Eurocard/Mastercard, American Express), or by Paypal.

If payment is made by bank card, the customer's bank card is debited when the order is shipped.

**Please note that the tax refund service is not available for remote purchases.**

The customer confirms that he or she is the holder of the bank card to the Customer Services when placing an order by telephone, or via the Internet and that the name on the bankcard is his or her name. The customer then communicates the number and expiration date of the bankcard, and the visual cryptogram numbers on the back (or front) of the card either over the telephone or via a secure environment on the Internet.

Internet payments are controlled online with the banks involved by the CYBERSOURCE system. CYBERSOURCE is a company located in the United States which stores and processes the data for each order, including bank card details, in a secure environment. The transfer of the customer's personal data to CYBERSOURCE has been authorised by the French Data Protection Authority (CNIL) and is governed by the standard contractual clauses established by the European Commission.

BERLUTI also combats internet fraud using a CYBERSOURCE fraud management solution, which assesses risks and prevent fraudulent payment for purchases on this website. The data collected is exclusively intended for the people who are assigned to combating fraud inside BERLUTI. This processing has also been authorised by the French Data Protection Authority (CNIL).

For more information about the processing of personal data by BERLUTI, please refer to BERLUTI "Privacy Policy".

If it was impossible to debit the sums owed by the customer for any reason whatsoever (opposition, refusal by the issuing centre etc.) the sale made by telephone would be immediately rescinded and the purchasing process over the Internet cancelled.

## **ARTICLE 7: TERMS OF DELIVERY**

Subject to the provisions of the paragraph below and paragraph 7 a concerning 'In-store delivery', deliveries of articles can only be made in in France, Monaco, Italy, Spain, United-Kingdom, Belgium, Switzerland or Germany.

For logisticals reasons, the customer is informed that the delivery of exotic items is not allowed in Switzerland and Monaco.

The customer can also opt to have the articles delivered to a physical person chosen by the customer whose permanent address is also located in in Metropolitan France, Monaco, Italy, Spain, United-Kingdom, Belgium, Switzerland or Germany.

No deliveries can be made to hotels, pickup locations or post-boxes. The articles will be delivered after the payment of the order has been recorded.

In accordance with the provisions of the Consumer Code, the articles ordered will be delivered inside the deadlines given by BERLUTI, and if no deadlines are given, within 30 days at the latest from the order, subject to complete payment of the price.

The costs of standard deliveries (within a period of 3 to 4 working days) are paid by BERLUTI.

If the customer opts for a specific delivery period e.g.: express delivery, the customer may have to pay additional costs, and he or she will be informed of them before the order confirmation stage.

Express delivery (delivery within a period of 1 and 2 working days) will not be available for orders which include a product in the "polish" category or a personalized product.

An express shipment via courier is also available, only for Metropolitan France, and subject to the eligibility of the customer's delivery zip code to this service.

Orders including a bespoke product - notably the patina service - are covered by the special sales terms shown at the end of this document.

The delivery by express messenger option and the home "trying on" option will only be available if the customer's delivery postcode is eligible for this service.

If the parcel's external appearance is not perfect on delivery the customer must open it in the presence of the carrier to check the condition of the article. If the article is damaged, the customer must precisely detail the damage on the return slip. The provisions of article 11 below will continue to apply.

## **ARTICLE 7bis: DELIVERY TO A BERLUTI STORE**

The customer can choose the "In-store delivery" option when placing the order from amongst the BERLUTI stores from the same country he was delivered. In-store delivery is available to the customer irrespective of the amount of the customer's order.

The customer's purchase(s) will be ready for collection in the selected store within the deadlines given by BERLUTI, and if no deadlines are given, within 30 days at the latest from the validation of the order, subject to full payment of the price.

The customer will be informed by email or by phone when the article is ready for collection at the store selected by the customer. The customer then has a period of 30 days in which to come and withdraw the article from the store.

The customer will be asked to present the invoice and a valid identity document with a photo when withdrawing the article from the store. The customer's identity will be checked and a copy of the customer's identity document may be taken, which the customer, by selecting this method of delivery, expressly agrees to. The store also reserves right to

check the payment card used to pay for the customer's order. The purchased article will then be handed to the customer against the signature of a confirmation of delivery.

**Please note that the tax refund service is not available for remote purchases.**

The customer can also nominate a substitute person to collect the article on his or her behalf under the terms of this article. The person designated by the customer will be asked to produce (i) his or her own identity document, (ii) the identity document of the customer for whom the person is withdrawing the article, (iii) a letter signed by the customer authorising this person to withdraw the article on the customer's name and behalf as well as the (iv) email received by the customer informing the customer that the article is ready to be collected in the store. The store can take copies of all these documents to guarantee security for the customer and to prevent any fraudulent use of the customer's identity and/or means of payment. The customer shall inform any person he or she designates of (i) the 30 calendar day period for collecting the article in the store, (ii) the documents which the person will be asked to produce to withdraw the article and (iii) this service necessitates processing this person's personal data in accordance with article 12 of the General Terms of Sale.

The sale will be automatically rescinded 30 calendar days after BERLUTI sends the customer the message that the article is available to be collected at the store. The customer will then be reimbursed the price of the order.

## **ARTICLE 8: THE RIGHT TO WITHDRAW FROM THE CONTRACT AND RETURN OF ARTICLES**

The customer has a right to withdraw from the contract according to article L.221-18 and following of the Consumer Code under optimum conditions.

The customer therefore has a maximum of fourteen (14) days to exercise his or her right to withdraw, without having to justify this decision, after:

the customer, or a third party other than the carrier and designated by the customer, physically took possession of the article; or

in case of a contract for several goods ordered by a single order and if the goods are delivered separately, after the customer or a third party other than the carrier and designated by the customer, has physically took possession of the last good.

In accordance with article L.221-28 of the Consumer Code, the right to withdraw cannot notably be exercised for orders which concern:

The supply of goods made to the customer's specifications or which have been clearly personalised;

Goods which have been unsealed by the consumer and which cannot be returned due to hygiene or health protection reasons.

The customer must use the withdrawal form at the bottom of these General Terms of Sale or any other unequivocal declaration for notifying the decision to withdraw before the expiry of the withdrawal period and send it to BERLUTI - Customers Service, LVMH customers services 29 rue des Pyramides, 75001 Paris, or by email to [contact@berluti.com](mailto:contact@berluti.com), or via the form "Contact us by e-mail" available on the website [www.berluti.com](http://www.berluti.com).

The customer can choose between one of the following methods in order to return the articles received:

- Either a free collection service from an address chosen by the customer in the same country it was delivered to. The customer must contact BERLUTI – LVMH Customer Services 29 rue des Pyramides, 75001 Paris on +33 (1) 47 20 01 77 for Metropolitan France (price of a local call) or +44 20 3901 2683 for other countries (non-surcharged call) within the above-mentioned fourteen (14) day time limit from notification by the customer of the exercise of his or her right of withdrawal, to fix an appointment (date and time slot) for BERLUTI to collect the article(s). BERLUTI's Quality Department will examine the returned articles beforehand. The customer will be notified of the refund, or the reasons for refusing the refund and the conditions for returning the articles by Customer Services within a period of 10 working days from the time of removal of the products and in any case, within a maximum period of 14 days from the notification by the customer of the exercise of his or her right of withdrawal.

- or return the article to the store: the customer can drop the article off in one of the BERLUTI stores offering this service in the same country it was delivered to, and listed on the website. No refund or exchange will be made in the store. The article will be examined by BERLUTI's Quality Department and the customer will be informed of the refund, or the reasons for refusing the refund by email or by Customer Services within 14 days from the date on which it is informed of the customer's decision to withdraw. This refund may be deferred until recovery of the goods or until the customer has provided proof of the shipment of the goods, the considered date being the earlier.

The sums paid by the customer will be refunded using the payment method used for the article(s) by crediting the customer's bank account for the bankcard used for the payment or by Paypal to the customer's bank account. In accordance with article L.221-24 of the Consumer Code, the additional costs paid by the customer for a specific method of delivery expressly chosen by the customer will not be refunded (e.g. express delivery).

Furthermore the right of withdrawal concerning a gift exclusively applies to the customer and cannot be exercised by the recipient of the gift in anyway.

The customer must always return the articles delivered in their original packaging, complete (boxes, accessories, protection, labels, booklets etc.) and accompanied by the return voucher. Articles which are returned incomplete, spoiled, damaged, deteriorated, dirty or in any other condition which reasonably suggests that they have been used or worn will not be reimbursed or exchanged and will be returned to the customers. Your liability is only incurred for the depreciation of the good resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of the good. For example the soles of shoes must also be intact and it is therefore highly recommended to try out BERLUTI shoes on a carpet or a rug.

## **ARTICLE 9: NO EXCHANGES**

Apart from the right of withdrawal provided for in article 8 above, the customer is informed that BERLUTI does not exchange articles.

## **ARTICLE 10: CONFORMITY - GUARANTEE - AFTER SALES SERVICE**

The customer must check that the articles which are delivered correspond to the order. If the articles delivered do not correspond to the customer's order, the customer must immediately inform BERLUTI's Customer Services by telephone, whose contact details are mentioned in article 2 above.

BERLUTI remains liable for lack of conformity of the good object of the contract under the conditions of article L. 217-4 and following of the Consumer Code and hidden defects of the good sold under the conditions of articles 1641 and following of the Civil Code.

When acting as a legal warranty of conformity, the customer:

- has a period of two years from the delivery of the good to act;
- may choose between repairing or replacing the good, subject to the cost conditions laid down in

article L. 217-9 of the Consumer Code;

- is exempt from proof of the lack of conformity of the good during the twenty-four months following the delivery of the good.

The legal warranty of conformity applies irrespective of the commercial warranty granted.

The customer may decide to implement the warranty against the hidden defects of the sold good within the meaning of article 1641 of the Civil Code, in which case he or she may choose between the cancellation of the sale, or the reduction of the sale price in accordance with article 1644 of the Civil Code.

### **Commercial warranty**

Apart from the commercial warranty, BERLUTI remains bound by the legal warranty of conformity referred to in articles L. 217-4 to L. 217-12 and that relating to defects of the good sold under the conditions laid down in articles 1641 to 1648 and 2232 of the Civil Code.

Articles L.217-4, L.217-5, L.217-12 and L.217-16 of the Consumer Code and articles 1641 and 1648, first subparagraph of the Civil Code are set out below:

*Article L.217-4 of the Consumer Code: 'The seller delivers a good which conforms to the contract and is liable for the defects of conformity existing on delivery. The seller is also liable for defects of conformity resulting from packaging, assembly and installation instructions when the seller is responsible for them under the contract or they were written under his liability.'*

*Article L.217-5 of the Consumer Code:*

*"In order to conform to the contract the good must:*

1° be fit for the use normally expected of a similar good and if necessary:

match the description given by the seller and possess the qualities which the seller presented to the purchaser in the form of a sample or model;

possess the qualities which a purchaser can legitimately expect with respect to the public declarations made by the seller, by the producer or by its representative especially in advertising or labelling;

2° Or have characteristics which have been agreed by the parties or be fit for any specific use sought by the purchaser, which the seller has been informed of and agreed».

Article L.217-12 of the Consumer Code:

"The action for non-conformity is statute barred two years after the good is delivered."

Article L.217-16 of the Consumer Code:

"Where the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of tangible property, a refurbishment covered by the warranty, any period of immobilisation of at least seven days shall be added to the warranty's still remaining term.

This period shall run from the buyer's request to intervene or the making available for repair of the good in question, if such availability is subsequent to the request for intervention."

Article 1641 of the Civil Code:

"The seller is bound by the guarantee for concealed defects in the sold good which make it unfit for its intended use or which reduce this use to such an extent that the purchaser would not have acquired it, or would only have acquired it at a lesser price if the purchaser had known of them."

Article 1648 of the Civil Code, first subparagraph:

"The purchaser must bring the action for hidden defects within two years of the discovery of the defect."

### **After-Sale Service**

BERLUTI proposes an after sales service for its products. The Customer can contact the Customer Services (LVMH Customer Services, 29 rue des Pyramides, 75001 Paris) by phone : +33 (1) 47 20 01 77 for Metropolitan France (price of a local call), or +44 20 3901 2683 for other countries (non-surcharged call), or go to one of BERLUTI's stores to obtain more information on this service.

## **ARTICLE 11: COMPLAINTS - INFORMATION**

Customers must contact BERLUTI's Customer Services (LVMH Customer Services 29 rue des Pyramides, 75001 Paris) by phone : +33 (1) 47 20 01 77 for Metropolitan France (price of a local call), or +44 20 3901 2683 for other countries (non-surcharged call), or on the website using the "contact us", form by stating the order number, if required, concerning any information complaint or question relating to the BERLUTI's terms for distance sales or the articles themselves.

## **ARTICLE 12: ELECTRONIC FILES - PROTECTION OF PRIVACY**

The BERLUTI companies collect and process their customers' personal data as part of their management and follow up of orders placed with the Customer Services or on its website [www.berluti.com](http://www.berluti.com). You can obtain the name and address of the processing entity in your jurisdiction by visiting our website [berluti.com](http://berluti.com) or by sending an email to [contact@berluti.com](mailto:contact@berluti.com). This data is intended for BERLUTI's staff whose functions permit them to know this information and authorised third parties, to process and follow up the customer's demands or orders, to serve the customer, and to prevent any fraudulent use of the customer's means of payment or identity.

BERLUTI's stores verify the card which is used for the payment and the customer's ID document during the "instore delivery service" or when the article ordered online by the customer is collected from the store. A photocopy of the customer's ID document and the ID document of the person instructed by the customer will be made in the store to ensure security for the customer and to prevent any fraudulent use of the customer's means of payment and/or identity.

In accordance with the data protection laws (Data Protection Act mentioned above, EU Data Protection Regulation dated 27 April 2016 and any implementation national law), any person whose data is processed is entitled to oppose, for justifiable reasons, and has a right to access and to rectify and to limit and delete the data concerning them which are no longer relevant, a right to data portability, a right to object at any time to the use of the data for commercial purposes, as well as a right to communicate instructions concerning the fate of his or her data after death. These rights can be exercised in accordance with the terms of the "Confidentiality Policy" of this website available at the below address.

When creating or consulting their Internet accounts, customers can opt to receive BERLUTI's offers or be informed of promotions, especially by email. If a customer wishes to stop receiving offers, the customer can unsubscribe by clicking the dedicated link in the email, or by modifying his or her account on the [www.berluti.com](http://www.berluti.com) website.

We take the protection and security of our information systems very seriously. Tools have been created to enable us to detect any security vulnerabilities. These tools may necessitate our security teams having occasional access to personal data. These data will be collected and processed exclusively for managing these vulnerabilities in compliance with the legislation which applies to the protection of personal data

For further information concerning the processing of personal data by BERLUTI, including the recipients of the data, the conditions of transfer, the retention duration of the data, etc. please refer to the BERLUTI Privacy Policy.

## **ARTICLE 13: INTELLECTUAL PROPERTY RIGHTS**

The 'BERLUTI' trademark and all the trademarks whether figurative or not and in general all other trademarks, illustrations, images and logotypes appearing on BERLUTI articles, their accessories or their packaging whether registered or not, are and will remain BERLUTI's exclusive property. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logotypes on any medium whatsoever without BERLUTI's prior express agreement is strictly prohibited. The same also applies for any combination or conjunction with any other trademark, symbol, and logotype and in general any distinctive sign intended to form a composite logo. The same will also apply to all copyright, designs and drawings, and patents which are BERLUTI's property.

## **ARTICLE 14 : FORCE MAJEURE**

BERLUTI's performance of all or part of its obligations will be suspended if a fortuitous event or a force majeure within the meaning of article 1218 of the Civil Code occurs which interfered with or delayed the performance. BERLUTI will inform the customer of a fortuitous event or force majeure within seven (7) days of its occurrence. If this suspension lasts more than fifteen (15) days the customer can terminate the order in progress and will receive a refund within 10 days from the termination.

## **ARTICLE 15: DISPUTES - GOVERNING LAW**

These General Terms of Sale are subject to French law. In the event of a difficulty concerning the order or the delivery of products, the customer will be able to seek an out-of-court settlement before any legal action is taken, in particular with the assistance of a Consumers' Association or any other adviser chosen by the customer, or to have recourse to any other alternative method for settling disputes. Any dispute which may arise from the interpretation or performance of the General Terms of Sale and its consequences will be for the exclusive jurisdiction of the French courts.

The consumer can especially initiate the mediation process via the online dispute settlement platform developed and managed by the European Commission.

## **ARTICLE 16: WASTE SORTING**

Our shoes and ready to wear articles can be the subject of waste sorting instructions: please refer to [www.lafibredetri.fr](http://www.lafibredetri.fr) for more information on instructions for textiles and shoes. You will also find the location of the nearest collection point.

Our packaging can also be the subject of waste sorting instructions: [www.consignesdetri.fr](http://www.consignesdetri.fr)

## **WITHDRAWAL FORM**



(Please complete and return this form only if you wish to withdraw from the contract).

For the attention of BERLUTI - Customer Services, LVMH Customer Services 29 rue des Pyramides, 75001 Paris, or by email to the address [contact@berluti.com](mailto:contact@berluti.com), or using the "Contact us by email" accessible on the [www.berluti.com](http://www.berluti.com) website

## Withdrawal form

I/We [\*] hereby notify my/our [\*] intention to withdraw from the contract concerning the sale of the good below/ the services [\*]

Good \_\_\_\_\_ [reference] \_\_\_\_\_

Ordered the [\*]/received the [\*] : \_\_\_\_\_

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for a hard copy of this form)

*[\*] Delete as appropriate*

## ARTICLE 17: SPECIAL TERMS OF SALE FOR PERSONALISED ARTICLES

BERLUTI can propose personalised offers on order for certain products. The customer can have access to this offer : (i) by clicking on the menu "Personalisation" and then on 'Personalize your product', (ii) by clicking on the brush tool displayed at the upper right corner of the product visual on category pages, (iii) or by clicking on "Personalize" on product pages.

The Special Terms of Distance Sales for these products are set out below. All the provisions of the General Terms of Sale above which are not modified by the Special Terms continue to apply.

### Article 1: Order Procedure

As an exception to article 4 of the General Terms above:

- Orders for personalised articles can only be placed via the [www.berluti.com](http://www.berluti.com) website and no orders can be placed by telephone to the Customer Service. The customer is informed that the design selections on the website will only be recorded for the duration of the session. If the customer suspends the session before finalising the order, he or she will be asked to log on again for a new session and to start the design choices again from the beginning.

Once the order has been validated by the customer on the website, the customer's bank details are taken, but the amount of the order will only be debited when the items are dispatched. The customer then receives an email confirming the shipment of the articles.

### Article 2: Delivery

As an exception to article 7 of the General Terms above:

- the personalised articles will be delivered within twelve (12) weeks from the day after the order, at the latest, subject to the full payment of the price.
- The customer is informed that no partial delivery will be done by BERLUTI. If the customer wishes to order a personalized item along with a non-personalized one, both items will be shipped together within the next twelve (12) weeks at the latest.

### Article 3: Returning and exchanging personalised articles

Because of their clearly personalised and/or made on request nature, the articles referred to in these Special Conditions cannot be refunded or exchanged. Consequently article 8 of the General terms above does not apply to these personalised and/or made on request articles. However the customer continues to benefit from the guarantees in article 10 of the General Terms above.