

# FERRAGAMO

## General Sales Conditions

### GENERAL INFORMATION

1.1 The sale of the products (hereinafter the “**Products**”) featuring the “Salvatore Ferragamo” and “Ferragamo” trademarks (hereinafter the “**Trademarks**”) offered on our website [www.ferragamo.com](http://www.ferragamo.com) (hereinafter the “**Website**”) or by means of a purchase proposal by phone or e-mail, is regulated under these general sales conditions (hereinafter the “General Sales Conditions”)

1.2 Ferragamo reserves the right to apply, to one or more orders (hereinafter the “Order”) specific contractual conditions, reported in the order summary before the sale is confirmed by the Customer and made final (hereinafter the “Specific Provisions”). In such case, the applicable contractual conditions applicable to the single Order shall be both the General Sales Conditions as well as the Specific Provisions. Should there be any discrepancies between the General Sales Conditions and the Specific Provisions, these latter shall be intended to prevail over the former for any of the aspects specifically referred therein.

1.3. The Products shall be sold directly by Salvatore Ferragamo S.p.A., a company duly organized under the laws of Italy and subject to the direction and co-ordination activity of Ferragamo Finanziaria S.p.A. accordingly to art. 2497 bis of the Italian civil code, and with legal headquarters in Via de' Tornabuoni, and with legal headquarters in Via de' Tornabuoni, 2, 50123 Florence, Italy, with share capital of Euro 16,879,000.00, fully paid-in, and Taxpayer Identification Code, Florence Company Register Registration Number, and VAT Code No. 02175200480 (hereinafter “**Ferragamo**”).

In case of a purchase proposal requested reaching out a Ferragamo boutique by telephone or e-mail, the Products shall be sold by the company belonging to the Salvatore Ferragamo Group which operates within the country where the Customer has requested the products, as communicated to the Customer according 3.10 (hereinafter “**Ferragamo Company**”)

1.4 Ferragamo may at any moment modify or amend the present General Sales Conditions. The modifications shall be effective as of the moment they are published onto the Website, without prejudice to any Orders already accepted by Ferragamo, which shall continue to be regulated exclusively under the General Sales Conditions and Specific Provisions being valid at the closing of each Order.

1.5 In order to protect the originality and quality of the Products, and to identify their origins, a number of Products feature a passive NFC (Near Field Communication) tag, which does not contain any personal data and cannot be detected at long range.

### SALES POLICY – SALES AND PRODUCT DELIVERY LIMITATIONS

2.1 The Products are offered to natural persons who act for purposes that do not fall within the scope of a business, industrial, or professional activity (hereinafter the “**Clients**” or “**Customers**”).

2.2 In consideration of the above, Ferragamo reserves the right to reject any orders originated by persons other than the Clients, and to provide, for each category of Products, a maximum number of purchasable

items.

2.3. The Customer acknowledges and accepts that the Products may be delivered exclusively to the Countries included in the list found under Article 7.2 of these General Sales Condition. The invoice and shipment address must be within the same country.

2.4 The Customer acknowledges and accepts that, for security reasons, the Products may not be delivered to a post box or to recipients and/or addresses that cannot be identified.

2.5 All the communications to the Customer will be sent by Ferragamo to the e-mail address provided by the Customer in the registration form or during the final purchase phase if the Customer is accessing the Website as a guest. Any modifications to such address must be communicated without delay to Ferragamo in writing.

#### PURCHASING PROCEDURE THROUGH THE WEBSITE OR THE PAY BY LINK (*SUB* 3.10)

3.1 Each Product offered for sale is described and shown on the Website, featuring photos of the Products, their price per unit, including VAT, and the various colours and sizes, shapes and/or formats available (where applicable).

3.2 Some Products may be visualized on the Website exclusively for advertisement purposes. Such Products are not for sale and cannot be purchased.

3.3 Even though Ferragamo adopts measures and precautions to ensure that the photographs shown on the Website are faithful reproductions of the Products, some variations may occur due to the technical characteristics and the colour resolution that the Clients uses to access the Website. Consequently, the images and the colours of the Products offered for sale may, in some cases, not match the real ones. The images and colours, thus, must be considered as indicative and as an example only. Ferragamo shall thus not be responsible for any Product failing to match the images and colours shown on the Website for the above reasons.

3.4 In order to complete each Order for the Products selected, the Customer must carefully follow the instructions and procedures provided on the Website.

3.5 The Customer must verify all the details of each Order before confirming the Order, entering all the information required on the Website. Before completing each Order, the Customer shall be asked to confirm to have read and to accept the Order. Should the Customer office decline to accept the contents of the Order or the General Sales Conditions, the Order cannot be completed.

3.6 Before the final confirmation, the Order may be modified or corrected. Once confirmed, the order may not be modified, but only cancelled, except for the case described in Article 5.4 below, and when mandatory rules of law require so.

3.7 Upon completing the purchasing procedure, the Customer is advised to download, save, or print all the conditions relating to the Order, including the General Sales Conditions applicable at the time the Order is completed. The Customer shall also receive an e-mail (hereinafter "E-mail") confirming that the Order was received, and a summary of the information already reported in the Order form (i.e., Customer data, delivery options and address, indication of the model, colour, and size/dimension of the Products selected, the price applicable and delivery fees).

3.8 The Clients who have registered on the Website may at any time monitor the status of their Order, by accessing the “My Orders” section within the “Account” area. In any case, the Order status may be monitored by any Client who has purchased Products through the Website, by contacting the Customer Care using the contact form or the phone number as provided in the Website.

3.9 Each Order confirmed by the Client is automatically forwarded to Salvatore Ferragamo S.p.A., and recorded with the company’s offices located in Via Mercalli 205-207, 50019, Osmannoro, Sesto Fiorentino (FI).

3.10. In the event that the Client, instead of purchasing the Products through the Website, requests a purchase proposal of one or more Products reaching out a Ferragamo boutique by means of phone or e-mail, the Ferragamo Company will generate and send to the Customer by e-mail a URL through which the Customer will be able to confirm the Order and proceed with the payment, as indicated therein (so-called “**Pay by Link**”).

#### PRICES AND PAYMENT PROCEDURE

4.1 The Prices of the Products indicated in the Website are expressed in GBP and include VAT.

4.2 The total amount of each Order shall also include any applicable delivery fees, calculated according to the specifications listed under Article 7 “Delivery fees”.

4.3 Ferragamo reserves the right to modify the prices for the Products offered for sale at any time and without notice. Such modifications shall be valid starting on the moment they are published on the Website, without prejudice to any Orders already confirmed by the Client, for which the prices applicable at the time each Order was concluded shall continue to be valid.

4.4 The Products purchased through the Website [www.ferragamo.com](http://www.ferragamo.com) may be paid exclusively via credit card. The accepted credit card types are indicated in the Website’s “Payment Methods” section.

4.5 The Products purchased made through Pay by Link may be paid as follows:

- by credit card. The accepted credit card types are indicated in the Website’s “Payment Methods” section.
- by one of the means indicated within the URL generated by the Ferragamo Company and sent to the Customer, in accordance with article 3.10 of these General Sales Conditions.

4.6 The payment operations through credit card shall be governed by the rules and regulations adopted by each single credit card circuit, including with regard to any spending limits.

4.7 The confirmation that each Order was successfully concluded shall take place only after the credit card data have been confirmed and the payment has been authorized by the Client’s credit card issuer. The applicable amount shall be charged on the Client’s credit card exclusively after each Order has been shipped for delivery.

4.8 It is expressly understood and acknowledged that, as each Order is forwarded to the appropriate Ferragamo department, the Client receives an e-mail to confirm that the Order has been processed. In some cases (when the Order is processed exceptionally quickly), the above confirmation e-mail may be omitted, and the Client shall only receive the confirmation that the Products have been shipped for delivery.

4.9 The credit card data shall be handled with utmost privacy, directly by the credit card circuit administrator. Ferragamo is not responsible for any fraudulent and illegal credit card activity by any third party upon payment of the products purchased through the Website [www.ferragamo.com](http://www.ferragamo.com) or through the Pay by Link . On such regard Ferragamo reserves the right to cancel any transaction and cancel any Orders in case of such activity, also regarding any purchase made through Pay by Link. Such activities should be reported to Ferragamo. In order to ensure greater security, additional information or documents may be requested, without which Ferragamo reserves the right to deny the transaction.

#### PRODUCT AVAILABILITY IN CASE OF PURCHASES THROUGH THE WEBSITE

5.1 The Customer acknowledges that the supply of Products offered on the Website is limited.

5.2 On occasion, one or more Products may not be available. In such case, Ferragamo shall inform the Customer via e-mail, within 20 days of the date of completion of the Order.

5.3 Should none of the Products ordered by the Customer be available, the Customer Care office shall send an e-mail to the Customer to inform them that the Order cannot be processed and that Ferragamo shall annul the relative Order. In such case, no charge shall be made to the Customer's credit card.

5.4 In case only one or more of the Products in the Order should be available, the Customer Service office shall send the Customer an e-mail detailing the article not being available. The Order shall be processed for the available Products, and the Customer shall be charged solely for the amount corresponding to said Products, unless the Customer should inform Ferragamo, in writing, that they intend to annul the entire Order.

#### SHIPMENT AND DELIVERY

6.1 Ferragamo undertakes to process each confirmed Order within 24 working days, starting on the working day following the day in which the Client transmitted the Order. During seasonal sales and when the company is closed, the delivery times indicated above may be delayed.

6.2 As soon as the Products are dispatched, the Client is informed via e-mail. Should the Order contain watches, the e-mail shall also contain an invoice with the watch's serial number.

6.3 The Customer Care Office is available to Customers to provide assistance as to the Order status and for any issues relating to shipment or delivery. The service, nonetheless, may suffer delays and/or interruptions during the periods in which the company is closed.

6.4 The Customers must check the Products immediately upon delivery, to confirm their compliance with the Order, ensure that none of the ordered Products are missing, and report any manifest defects in the Products.

6.5 If the Customer has signed the delivery slip without reservations, the Customer may not move any claims at a later time, without prejudice to the provisions of Article 9 relating to hidden defects.

6.6 In case of failure in the Products' delivery, or should the delivery slip contain a report of missing articles as compared to the Order, Ferragamo shall reimburse the Customer as quickly as possible.

6.7 We offer UPS CarbonNeutral® shipping

Pick Up in Store

6.8. If the customer selects the "Pick Up in Store" option, the products ordered may be collected in the Ferragamo Boutique chosen from those available at the time of inserting the order. In compliance with article 2.3 of the present General Sales Conditions, the billing address must be in the same country of the store chosen for collection of the order.

6.9. The shipment method is Standard.

6.10. Delivery to the Boutique chosen will be within 10 days from the date in which the customer receives communication via e-mail that the order has been delivered to the carrier.

6.11. For collection of the Products relative to the Order, the customer will have to go to the Boutique chosen and provide the order number and a current I.D. and sign the pick-up form.

6.12. The customer can delegate a third person to collect the Order using the appropriate proxy form which must be given to the staff of the Boutique. The delegate must also provide a current valid I.D., the order number and a photocopy of the customer's I.D.

6.13. The customer may collect the Order within 15 calendar days after receipt of the Order in the Boutique. .

6.14. If the order has not been collected within the terms indicated in article 6.12, it will be considered to be cancelled and the amount relative to the value of the Products will be credited to the customer.

## DELIVERY FEES

7.1 The delivery fees are shown, together with all the other costs relative to the purchase, upon conclusion of the procedure to fill each Order, and before the final confirmation.

7.2 Unless otherwise specified in the Order, all delivery fees are determined on a flat-rate basis, and shall be charged as indicated below:

(all Products excluding fragrances)			Fragrances Only Express Saver Shipment is not available for shipments of fragrances	
Country of Destination	Standard	Express Saver - Euro	Country of Destination (Fragrances only)	Standard Shipment Only
Austria	0	25,00	Austria	0
Denmark	0	25,00	Denmark	0
Finland	0	25,00	Finland	not available
Germany	0	25,00	Germany	0
Greece	0	25,00	Greece	not available
Ireland	0	25,00	Ireland	not available
Luxembourg	0	25,00	Luxembourg	0
Portugal	0	25,00	Portugal (mainland only)	0
Slovenia	0	25,00	Slovenia	not available
Sweden	0	25,00	Sweden	not available
The Netherlands	0	25,00	The Netherlands	0
Croatia	0	35,00	Croatia	not available
Bulgaria	0	not available	Bulgaria	not available
Czech Republic	0	not available	Czech Republic	0
Estonia	0	not available	Estonia	not available
Hungary	0	not available	Hungary	0
Latvia	0	not available	Latvia	not available
Lithuania	0	not available	Lithuania	not available
Poland	0	not available	Poland	0
Rumania	0	not available	Rumania	not available
Slovakia	0	not available	Slovakia	not available
Cyprus	not available	50,00	Cyprus	not available
Malta	not available	50,00	Malta	not available

7.3 Fragrances will be shipped with Standard delivery method only to the Countries indicated under article 7.2 above.

7.4 Ferragamo Jewels: orders with Jewellery items cannot be shipped to the following countries: Bulgaria, Estonia, Latvia, Lithuania, Cyprus, Malta, Romania, Slovenia, Slovakia, Hungary.

#### RIGHT OF WITHDRAWAL

8.1 The Customer has the right to withdraw, in whole or in part, each Order, without any penalties and without having to specify the reasons thereof, by and no later than 14 days from the day the Products are received. After such 14-day term, the Order may no longer be withdrawn.

8.2 In case of exercise of such right to withdraw for a purchase performed through the Website, the Customer must return, within the above period, the Products to Ferragamo, handing them to a courier

together with the return form (hereinafter, "Return Form") included in the Products package, duly filled out.

8.3 In the event that the Customer has purchased Products through the Pay by Link, the right to withdraw shall be exercised by means of sending an e-mail to the e-mail address of the Ferragamo boutique from which the Client has received the URL necessary to perform the purchase. In such case, the Products shall be returned, within the term set forth in article 8.1, to the Ferragamo boutique belonging to the Ferragamo Company which has sold the Products pursuant to article 1.3 of these General Sales Conditions.

8.4 In any case of exercise of the right to withdraw, the Products must be in their original state and packaging, with their tag still attached (where applicable). In case of returning watches, the Customer must also return the relative warranty. Should the Customer fail to do so, the withdrawal shall not be deemed to have been validly exercised.

8.5. Except for returning fragrances, to return the Products, the Client may use the UPS courier, and in this case all shipment costs shall be borne by Ferragamo or by the Ferragamo Company referred to in article 1.3 of these General Sales Conditions, as the case may be. All the information is contained in the Return Form, found inside the packaging of the Products or will be provided to the Customer via email, if the latter exercises the withdrawal pursuant to article 8.3. It is understood that the Client may use other couriers, and in this case all shipment costs shall be borne by the Customer. In the latter case all transport risks shall be borne by the Customer.

8.6. To return fragrances, please follow the instructions provided by contacting, within the above period, the Customer Care at the contact details indicated under article 12 of these General Sales Conditions.

8.7 If the right of withdrawal is not exercised as above indicated, Ferragamo shall not accept the returned Products, and send the Products back to the Customer without any additional shipment costs.

8.8 Should the right of withdrawal be validly exercised, Ferragamo shall re-credit the amounts charged for the Products being returned – net of any shipment costs – as quickly as possible, and in any case within 14 days of the date of receipt of the Products.

8.9 The above amounts shall be considered reimbursed within the prescribed term when they are re-credited with value date not preceding the expiry of said 14-day term. Ferragamo may not, in any case, be deemed liable for any delays in the actual re-credit which may be attributable to the Banking Institution and/or the provider of the credit card used to purchase the Products.

## GUARANTEE

9.1. Products are under legal guarantee of conformity according to articles 128 and following of Legislative Decree no. 206/2005 ("Consumer Code"). This guarantee is reserved for Customers. Therefore, Ferragamo is liable to Customers for any lack of conformity of the Products existing at the moment of delivery of Products and which arises within 2 (two) years from such delivery. In this case, the Customer has a right to have the Products restored to their original specifications, at no cost, through repair or replacement, or to an appropriate reduction to the price of the Product, or to termination of the purchase agreement, pursuant to article 130 of the Consumer Code.

9.2. Customers are no longer entitled to the above rights if they fail to report the lack of conformity to Ferragamo within the term of two months from the date of detection. Any action to enforce any rights relating to a lack of conformity not fraudulently concealed by Ferragamo expires, in any case, at the end

of twenty-six months from the day of delivery of the item.

9.3. The necessary costs to ensure that Products are brought into conformity, including shipping costs, shall be borne entirely by Ferragamo.

9.4. The Customers acknowledge that it will not be possible to return non-compliant Products purchased through the Website to any physical Ferragamo shops, excepting in case the Customers have the chance to visit a Ferragamo shop to request the repairing of watches. In case of request to repair a watch, the Customer must show the warranty relating thereto.

9.5. For the purpose of returning any defective Products, the Customer must inform, via telephone or e-mail ([customercare@sf.ferragamo.com](mailto:customercare@sf.ferragamo.com)), the Customer Care office, which shall activate a practice, sending the Customer a code that must be reported in the Return Form included in the Products packaging.

To know more about how we process and protect your data, please read [here](#).

9.6. The Customer must return the defective Products to Ferragamo, handing them to the courier to be shipped. In the case of purchase performed through the Website, the Client shall also hand to the courier the Return Form included in the Products packaging, duly filled out. In the event that the Customer has purchased Products through the Pay By Link, the Products shall be returned to the Ferragamo boutique belonging to the Ferragamo Company which has sold the Products pursuant to article 1.3 of these General Sales Conditions.

9.7. The Products, to the extent possible, must be returned in their original state and packaging, with their tag still attached.

9.8. If Except for returning fragrances, to return the defective Products, the Customers may use the UPS courier. All the information regarding this process is contained in the Return Form included in the Products' packaging. It is understood that the Customers may choose to use other couriers; in any case all shipment costs shall be entirely borne by Ferragamo.

9.9. To return fragrances, Customer shall follow the instructions provided by the Customer Care which shall be contacted according to the procedures indicated under article 12 of these General Sales Conditions.

## CUSTOMIZED PRODUCTS

10.1 Pursuant to and by the effects of Article 59 c), of Legislative Decree No. 206 of September 6, 2005 ("Consumers Code"), the right of withdrawal, cancellation, or return is excluded in case of Orders relative to tailored or clearly custom-made Products.

10.2 As an exception to the provisions of Article 4.6 above, the payment for the customized Products must be completed before shipment.

10.3 As an exception to Article 6.1 above, the customized Products "Made To Order" shall be delivered within the terms indicated in the Order.

## APPLICABLE LAW AND DISPUTES



11.1 The Orders and these General Sales Conditions are regulated under the laws of Italy and shall be interpreted based on such laws.

11.2 Any disputes relating to the Orders and/or these General Sales Conditions must be submitted before the Court having jurisdiction over the place of domicile or residence of the Customer based on the applicable law, or, as chosen by the Customer, the Court of Florence.

## CONTACTS

12.1 For any additional information, assistance, or query, the Customers are invited to send an email to the following address: [customercare@sf.ferragamo.com](mailto:customercare@sf.ferragamo.com), or to contact the Customer Care office of Salvatore Ferragamo S.p.A., Via Mercalli 205-207, 50019 Sesto Fiorentino (FI) Italy – Phone: +39 02-36264 231. To know more about how we process and protect your data, please read [here](#).