Salvatore Ferragamo

General Terms and Conditions

1. General Information

1.1 Products offered for sale (hereinafter the "**Products**") through our website www.ferragamo.com (hereinafter the "**Website**") are governed by these general terms and conditions of sale (the "**Terms**").

1.2 S-Fer International, Inc. (hereinafter "**Ferragamo**") reserves the right to apply specific contractual estimations (the "**Specific Estimations**") to any order (hereinafter "**Order**" or "**Orders**"). In such case, the contractual conditions applicable to an Order will be both the Terms and the Specific Estimations, which are intended to be independent and separate contracts from each other.

1.3 The Products are directly sold by Ferragamo.

1.4 Ferragamo is incorporated under the laws of the State of New York with a principal office located at 663 Fifth Avenue, New York, NY 10022.

2. Trade Policy

2.1. The Products are only intended for sale to individuals who are end-user consumers (hereinafter "**Customers**"). Customers include the individual adult who acts for purposes not related to trade, business or professional activity.

2.2 Ferragamo reserves the right not to accept Orders from those who are not "Customers."

2.3 At any time Ferragamo may modify or amend these Terms. Customer will be subject to the Terms in effect at the time their Order is submitted.

2.4 Orders may be for one or more Products, subject to the right of Ferragamo to set a maximum quantity that may be ordered by a Customer in any one Order for certain categories of Products.

2.5 The maximum quantity of Products that may be purchased by a Customer in any one Order for certain categories of Product are shown in Appendix 1. In addition to the maximum quantities listed on Appendix 1, Ferragamo reserves the right to limit quantities of Products ordered as it desires from time to time.

2.6 Orders from countries not included among those displayed in the delivery addresses definition page will not be accepted.

2.7 No Product will be sent for delivery or distributed to an address containing a PO Box or if it is not possible for Ferragamo to identify the individual receiving the Order or its private address.

2.8 All notices which are to be sent out via e-mail pursuant to the Terms, will be sent to the e-mail address provided by Customer at the time Customer registers with the Website.

3. Purchase Conditions

3.1 Each Product offered for sale can be selected through a dedicated web frame that will display the photo, the unit price, and the colors and sizes available (where applicable). Applicable sales tax will be displayed at checkout.

3.2 Some products may be displayed on the Website for promotional reasons only and not for sale. Such products are not for sale and may not be purchased.

3.3 Images and colors of Products offered, in some cases may be different than they appear on the Website because of the technical characteristics and resolution of equipment and software used by the Customer. Images and colors, then, must be considered only as indicative, and Customers are responsible for verifying whether the Product matches their expectations with respect to color and texture. Ferragamo will not be responsible for any inappropriate images or colors of Products due to the technical characteristics of equipment and software used by a Customer.

3.4 To complete any Orders for the Products selected, the Customer will have to follow the instructions and procedures provided on the Website.

3.5 The Customer is responsible for checking the accuracy of the contents of each Order it places before confirming the Order and the Customer is responsible for filling in the purchase form according to the instructions provided on the corresponding page of the Website. Before completing each Order, Customer will be asked to confirm that Customer carefully read and accepts the Terms and any Specific Estimations. In case of non-acceptance by Customer of the Terms and any Specific Estimations, the Order will not be completed.

3.6 If the Customer wants to make changes or corrections to the Order after confirmation, Customer must contact Customer Care Service ("**Customer Care Service**") at the number displayed in the "Contacts" section of the Website. A confirmed Order cannot be further modified or cancelled, except as may be expressly provided by the Terms, Specific Estimations or otherwise provided by applicable law. Customer can check an Order status at any time by entering the Customer restricted area on the Website or by contacting Customer Care Service.

3.7 As soon as Customer submits an Order, it is recommended that Customer download and save or print the Terms prevailing at the time of submission and any Specific Estimations applicable to the Order. Customer will also receive an e-mail confirmation ("**Email**") of a received Order containing a summary of information already contained in the order form (i.e. Customer data, shipping method and address, information about each Product purchased, as well as detail of price and delivery rate (the "**Data**")). To protect the security and privacy of Customer, the Email does not contain the Data, but provides a link that will grant a more secure download of the Data.

4. Availability and Delivery

4.1 Customer acknowledges that stocks of Products offered on the Website are limited.

4.2 Occasionally, some Products may be unavailable. In such instance, Ferragamo will inform Customer as soon as possible, and in any event, within forty-eight (48) hours (excluding

weekends and holidays) from the date the Order is received by Ferragamo. If a Product from the Order is unavailable then the Order will be fulfilled based on the available Product.

4.3 Customer acknowledges that when an Order is sent to the internal unit of Ferragamo responsible for fulfilling such Order, an Email will be sent to Customer. Sometimes this Email will be substituted by a shipping notice. Ferragamo will send an e-mail to Customer when the parcel containing the ordered Products leaves the warehouse. However, delivery times are not guaranteed and are only estimates.

4.4 Ferragamo will use its best efforts to fulfill each Order within ten (10) business days, and in any event, within twenty (20) business days from the day following Customer's submission of the Order, but does not guarantee to do so. However, Ferragamo will not be liable for, nor indemnify Customer from, any claims, losses, or expenses resulting from Ferragamo not shipping an Order within any certain timeframes.

4.5 Custom orders, including but not limited to Custom Vara and MTO Drivers, are subject to longer delivery times. Ferragamo will use its best efforts to fulfill each custom Order within the estimated timeframe, but does not guarantee to do so. Ferragamo will not be liable for, nor indemnify Customer from, any claims, losses, or expenses resulting from Ferragamo not shipping a custom Order within any certain timeframes.

4.6 Customer may contact Customer Care Service for assistance with any matter relating to delivery.

5. Prices and Payment

5.1 The prices of Products offered on the Website include applicable sales tax at checkout.

5.2 The prices are quoted in U.S. Dollars

5.3 The total price for each Order will also contain the shipping costs calculated as specified in Article 6 of these Terms.

5.4 Ferragamo reserves the right to change prices of Products offered at any time and without notice. The prices published on the Website at the time an Order is confirmed are the prices that will be applied to such Order.

5.5 Payment can be made only by credit card. Credit card transactions will be governed by the specific credit card provider's rules.

5.6 Successful completion of each Order will take place only after verification of Customer's credit card data and after the authorization to carry out the charge for the Order on such credit card. Customer's credit card will be charged only after the Order is shipped.

6. Shipment Rates

6.1 Shipment costs will be charged to the Customer in a sum as listed below. There will be a Delivery and Processing Charge ("**D&P**") for internet order processing, item selection, packaging, processing, transport and handling. Delivery times are not guaranteed, but our best approximation. D&P is subject to change and will be determined at time of order and subject to the following:

Orders will be shipped using UPS delivery service. Orders are processed and delivered Monday through Friday, excluding holidays.

At this time, Ferragamo only delivers within the continental United States, Hawaii and Alaska. In addition, Ferragamo will not process an order where a P.O. box, APO/FPO, or Freight Forwarder address is given as the delivery address.

Standard delivery

Unless an expedited service is requested, your order should arrive in approximately 5-7 business days after shipped.

Expedited delivery

If requested, add $10.00 to standard D&P. Your order should arrive in approximately 2 business days after shipped, if ordered by 12:00 noon (EST). Please note that expedited orders placed after 12:00 noon (EST) Friday, or on Saturday or Sunday will be processed the following Monday, excluding holidays, and should arrive in 2 business days after shipping.

Overnight delivery

If requested, add $20.00 to standard D&P. Your order should arrive the next business day after shipped, if ordered by 12:00 noon (EST). Please note that overnight orders placed after 12:00 noon (EST) Friday, or on Saturday or Sunday will be processed the following Monday, excluding holidays and should arrive the next business day.

Mainland U.S.:

- "Standard" delivery Complimentary
- "Expedited" delivery $25.00
- "Overnight" delivery $35.00
- "Returned Products" No charge as long as our mailing label is used and return procedure followed

Alaska & Hawaii:

- "Standard" delivery Not available
- "Expedited" delivery $25.00
- "Overnight" delivery $35.00
- "Returned Products" No charge as long as our mailing label is used and return procedure followed

6.2 Shipment cost will be displayed, along with other costs related to the purchase, at the end of the order form prior to confirmation of the Order.

6.3 For security reasons, all Ferragamo online purchases require a signature upon delivery. All orders are delivered by UPS. If you are unavailable to sign for your package, the driver will leave a door tag on your door, informing you of the delivery attempt. The driver will make a total of three delivery attempts on three consecutive business days. If you are still unavailable to sign for your package, the package will be returned to Ferragamo.

7. Accommodations

7.1 Customer shall check the Products immediately upon delivery to determine compliance with the Order.

7.2 Customer should describe any defects (i.e. packaging shows evidence of tampering, damaged Product, missing Products or items, or Products different than those ordered and/or indicated in the shipment document) in writing directly on the delivery document to be signed by Customer.

7.3 If one or Products delivered are different from the ones ordered, or are damaged, Customer must promptly inform Ferragamo by contacting Customer Care Service, except if such defects are described in the delivery document as provided in paragraph 7.2. In such instance:

- Customer's remedies are limited to (i) returning the Product and requesting a replacement Product, (ii) accepting the defective Product, or (iii) if a replacement Product is not available, returning the Order in whole or in part. Customer has no right to any other compensation or remedy, subject to any mandatory provisions of applicable law.

- If Customer elects to return the Product, Customer Care Service will provide Customer with a return reason code that shall be entered on the "return form" included in the packaging in order to complete the return. The Customer will not be charged the shipping costs for any replacement Products, provided they use Ferragamo's preferred shipper, UPS.

7.4 In the case of returns, Customer must carefully follow the return procedures established by Ferragamo. Ferragamo advises Customers to contact Customer Care Service for guidance and to ship any returns via UPS. While UPS is recommended, Customer is free to choose any other courier service at the Customer's expense.

8. Product Returns

8.1 Customer has the right to return Product(s) from its Order, with no penalty and no requirement to specify a reason, by returning the Products it received to Ferragamo within thirty (30) days from the date such Products were delivered. Returns of Sale or Clearance Product(s) and Timepieces must be received by Ferragamo within ten (10) days from date of delivery. Timepiece returns must be accompanied with their original warranty booklet. Custom or made-to-order items, Jewelry (Gold and Silver), and opened Fragrances are Final Sale and cannot be returned.

8.2 Customer may return part or all of an Order, subject to paragraph 8.1.

8.3 In connection with returning Products, the Customer must use the return form enclosed in the packaging.

8.4 Customer acknowledges that:

- Customer is responsible for and assumes all risks relating to shipment, including delays; and

- Customer is not responsible for shipping expenses related to returning such Products provided that Ferragamo return procedures are followed.

8.5 Customers are advised to utilize UPS (information will be in the package received by Customer) for returning Products. However, Customer may elect to choose to use any courier service at the Customer's expense.

8.6 In addition to paragraphs 8.1 and 8.3, to be a valid and effective return, the following conditions must be met:

- the return form must be correctly filled in and enclosed with the returned Product or Products;

- products must be returned in original condition and in the original packaging; and

- if applicable, all tags must still be attached to any returned Product.

- the product is not a custom or made-to-order item, Jewelry (Gold and Silver), or Fragrance.

- Fragrances must be unopened and in the original plastic wrapping.

All returns are subject to Ferragamo's verification that returned Products are still in original condition.

8.7 If a returned is made in accordance with all the above conditions, Ferragamo will refund Customer with the sum already paid by credit card as soon as possible, and in any event, within thirty (30) days starting from the time that Ferragamo receives and inspects the Customer's returned Products. The sums shall be deemed refunded when actually credited in original form of payment not later than the above-mentioned deadline.

8.8 Ferragamo will only accept in the manner described above returns or replacement or refund requests solely for Products that were purchased from the Website. Incomplete, damaged, worn, soiled, or altered items will not be accepted and therefore sent back to the customer.

9. Product Liability

9.1 **FERRAGAMO DOES NOT MAKE ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AN**

IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY CUSTOMER, WITH RESPECT TO ANY PRODUCT. Ferragamo shall not be responsible to Customer or to any subsequent user or users for any damage, loss or claim, whether direct, indirect or consequential, whether for injury to property or person, in any matter whatsoever and Customer hereby waives any and all such claims on its behalf and on the behalf of any person or party to whom it transfers the Products.

9.2 In the event any Product does not conform to the Order, Customer's remedies shall be limited to the remedies described in paragraph 7.3. Under no circumstances shall Ferragamo be liable for claims for any damages, whether direct, immediate, foreseeable, incidental, consequential or special or for any expenses or incurred by reason of the use or misuse, sale or fabrication of products which do not conform to the terms and conditions of the Order.

10. Applicable Law and Disputes

10.1 These Terms and any Specific Estimations are ruled by the law of the State of New York.

10.2 In the event any dispute shall arise related to the Terms, any Specific Estimation, or any Order, such dispute shall be submitted to arbitration in New York. Any arbitration under these Terms shall be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration with respect to the Terms, any Specific Estimation or any Order shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise

11. Contacts

For any further information, assistance or complaints, Customers may send an e-mail to: **usa-web-support@us.ferragamo.com** or contact Salvatore Ferragamo, 663 Fifth Avenue, New York, NY 10022, Attention: e-Commerce or contact Customer Care Service.

APPENDIX 1: MAXIMUM AMOUNT OF PRODUCTS THAT MAY BE PURCHASED BY CATEGORY

The maximum number of Products that may be purchased will be based on the article and the number of the same Product ordered in different sizes will be included towards the maximum limit for such article.

The maximum number of Products that may be purchased is shown in the table below:

Product category	Maximum amount of the Product that may be purchased in each order
Women's footwear	3
Men's footwear	3
Women's small leather goods	4
Women's handbags and suitcase	2
Scarves	5
Women's belts	3
Men's suitcase	2
Men's small leather goods	2
Men's belts	4
Women's accessories	3
Women's gifts	2
Women's jewelry	2
Ties	3
Women's gloves/hats	4
Men's accessories	3
Men's gifts	3
Men's jewelry	3
Glasses	2
Watches	1