

TERMS & CONDITIONS

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 Ferragamo Australia Pty Ltd. (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. To protect the originality and quality, as well as identify the provenance of our products, a passive NFC (Near Field Communication) tag has been inserted in some shoe models. The tag contains no personal information and is not readable at distance.

1.4 Ferragamo is incorporated under the laws of Australia with a principal office located at Suite 0801, Level 8, 75 Elizabeth Street Sydney NSW 2000 Australia.

TRADE POLICY

2.1. The Products are only intended for sale to individuals who are end-user consumers (herein after “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 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.

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 colours 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 colours 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 colours, then, must be considered only as indicative, and Customers are responsible for verifying whether the Product matches their expectations with respect to colour and texture. Ferragamo will not be responsible for any inappropriate images or colours 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 placed 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.

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 seventy-two (72) hours (excluding weekends and public 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 e-mail will be sent to Customer. Sometimes this e-mail will be substituted by 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, to the maximum extent possible under applicable law and subject to clauses 8.5 and 10.1, 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 made-to-order (MTO), 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. To the maximum extent possible under applicable law and subject to clauses 8.5 and 10.1, 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.

SHIP TO STORE

5.1 If the Customer selects the “Ship To Store” option, the Products ordered may be collected at the Ferragamo Boutique chosen from those available at the time of order placement.

5.2. The shipment method is Standard Delivery.

5.3 Delivery to the selected Boutique 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.

5.4 For collection of the Products relative to the Order, the Customer must go to the selected Boutique

and provide the order number, a current photo I.D., and sign the pick up confirmation form.

5.5 The Customer may delegate a third person to collect the order by completing authorisation form. The delegate must also provide the order number, a current photo I.D., and sign the pick up confirmation form.

5.6 The Customer has 15 calendar days after receipt of the Order in the Boutique to collect the Order.

5.7 If the Order has not been collected within the terms indicated in article 5.6, it will be processed as a return. The value of the Products returned will be credited back to the Customer using the original payment method.

PRICES AND PAYMENT

6.1 The prices of Products offered on the Website include applicable GST at checkout.

6.2 The prices are quoted in Australian Dollars.

6.3 The total price for each Order will also contain the shipping costs calculated as specified in Article 7 of these Terms.

6.4 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.

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

6.6 Successful completion of each Order will take place only after verification of Customer's credit card data and after the authorisation 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.

SHIPMENT RATES

7.1 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 TNT or Australia Post delivery service. Orders are processed and delivered Monday through Friday, excluding public holidays.

At this time, Ferragamo only delivers within the continental Australia. 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 Express service is requested, your order should arrive in approximately 3-5 business days after shipping.

Express delivery

Your order should arrive in approximately 1-3 business days after shipping, if ordered by 12:00 noon (EST). Please note that Express orders placed after 12:00 noon (EST) Friday, or on Saturday or Sunday will be processed the following Monday, excluding public holidays, and should arrive in 1-3 business days after shipping.

- "Standard" delivery Complimentary
- "Express" delivery \$20.00
- "Returned Products" No charge as long as our mailing label is used and return procedure followed

7.2 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.

7.3 For security reasons, all Ferragamo online purchases require a signature upon delivery. All orders are delivered by TNT or Australia Post. If you are unavailable to sign for your package, the driver will leave a card, informing you of the delivery attempt with the location and address of the Local Exchange where the order can be collected from.

ACCOMMODATIONS

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

8.2 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.

8.3 If one or more Products delivered are different from the ones ordered, or are damaged, Customer must promptly inform Ferragamo within 14 days by contacting Customer Care Service via email at customercare@sf.ferragamo.com or via telephone on +61 1800 849 202 except if such defects are described in the delivery document as provided in paragraph 8.2. In such instance, subject to clauses 8.5 and 10.1, the Customer's remedies are limited to (i) accepting the different or damaged Product(s), or (ii) returning the Order in whole or in part. In this latter case, Ferragamo shall reimburse the Customer as quickly as possible. Customer has no right to any other compensation or remedy, subject to any mandatory provisions of applicable law.

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

8.4 In the case of returns according to paragraph 8.3, 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 the provided return shipping label. Customer is free to choose any other courier

service at the Customer's expense. The return rights in this section 8 provided to Customer by Ferragamo are in addition to other rights and remedies available to Customer under the law.

8.5 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

PRODUCT RETURNS

9.1 Customer has the right to return Product(s) from their Order, with no penalty and no requirement to specify a reason, by returning the Products received to Ferragamo within 14 days from the date such Products are received. Returns of Discounted or Clearance Product(s) and Timepieces must be received by Ferragamo within seven (7) days from date of receipt. Timepiece returns must be accompanied with their original warranty booklet. Custom or made-to-order items, Jewellery (Gold and Silver), and opened Fragrances are Final Sale and cannot be returned.

9.2 Customer may return part or all of an Order, subject to paragraph 9.1.

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

9.4 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.

9.5 Customers are advised to visit TNT website <https://www.tnt.com.au/QuickPickup> to arrange a delivery of their return. However, Customer may elect to choose to use any courier service at the Customer's expense. Return of internet order (including ship to store order) could not be processed in any of our stores.

9.6 In addition to paragraphs 9.1 and 9.3, 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;
- if applicable, all tags must still be attached to any returned Product;
- the product is not a custom or made-to-order (MTO) item, Jewellery (Gold and Silver);
- 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.

9.7 If a return 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 credited in original form of payment not later than the above-mentioned deadline.

9.8 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.

PRODUCT LIABILITY

10.1 Notwithstanding anything in these Terms, certain legislation including the Competition and Consumer Act 2010 (Cth), may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded, restricted or modified except to a limited extent. To the extent that such legislation applies, these Terms must be read subject to those statutory provisions and nothing in these Terms is intended to alter or restrict the operation of such provisions.

10.2 To the maximum extent possible under applicable law and subject to clauses 8.5 and 10.1, Ferragamo does not make any warranties, guarantees or representations, express or implied, including without limitation any implied warranty of merchantability and fitness for a particular purpose, all of which are expressly disclaimed by Customer, with respect to any Product.

10.3 In the event any Product does not conform to the Order, Customer's remedies shall be limited to the remedies described in paragraph 8.3. To the maximum extent possible under applicable law and subject to clauses 8.5 and 10.1, 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.

APPLICABLE LAW AND DISPUTES

11.1 These Terms and any Specific Estimations are ruled by New South Wales law.

11.2 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 Sydney. Any arbitration under these Terms shall be conducted under the prevailing rules of the Australian Disputes Centre. 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.

CONTACTS

For any further information, assistance or complaints, Customers may send an e-mail to customer@sf.ferragamo.com or alternatively contact Customer Service during applicable business hours on +61 1800 849 202.

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