

## **GENERAL TERMS AND CONDITIONS OF SALE**

Date: April 2024

### **1. GENERAL PROVISIONS**

**1.1** These general terms and conditions of sale ("**General Terms**") describe the terms on which BOTTEGA VENETA U.K. CO. LIMITED, a limited company incorporated under the laws of England and Wales, with its registered office at 5th Floor Rear Suite, Oakfield House 35 Perrymount Road, Haywards Heath, West Sussex RH16 3BW (Registered number: 02892235), with VAT number GB 644916713, subject to the management and coordination of Kering Holland NV ("**Bottega Veneta**", "**we**", "**us**", "**our**"), sells, and a customer ("**you**", "**your**") purchases, the limited edition "LC14 Tabouret Cabanon" by Le Corbusier, a home decor accessory commissioned to Cassina by Matthieu Blazy for Bottega Veneta, inspired by a traditional Japanese wood-burning technique, used in the setting of the Bottega Veneta Winter 24 fashion show ("**Product/s**") through the website <https://www.bottegabeneta.com/gb/> ("**Website**"), along with your right of withdrawal/cancellation and returns of the Products, where applicable.

**1.2** These General Terms will apply to any contract for the sale of Products by Bottega Veneta to you through the Website ("**Contract**").

**1.3** The sale of Products under these General Terms is available to both professionals (meaning any natural or legal person who is acting for purposes related to its trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf) and consumers (meaning individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession), who are aged 18 or older and have full legal capacity to enter into a Contract, in their country. All Products purchased may not be resold or otherwise transferred.

**1.4** You will be asked to agree to these General Terms and to the Terms of Use of the Website at <https://www.bottegabeneta.com/en-gb/legal-pages/terms-and-conditions-of-sale/terms-and-conditions-sale.html> ("**ToU**") before placing an order. We therefore advise you to read these documents carefully, and in particular these General Terms, before proceeding with any purchase, and save or print a copy for future reference. If you do not agree to these General Terms, the ToU and our Privacy Policy, you will not be able to order any Products from the Website.

**1.5** We reserve the right to amend or update all or part of these General Terms from time to time, without notice. However, such amendments will not affect the price you pay or the Products you receive if you have already placed an order before changes are implemented. We will always post the most current version of these General Terms on the Website and display the "Last Updated" date to reflect the date of the changes.

**1.6** These General Terms should be read alongside, and are in addition to, our Privacy Policy at <https://www.bottegabeneta.com/en-gb/legal-notices/privacy-policy/privacy-policy.html> which tells you how we use your personal data, and our Cookie Policy at <https://www.bottegabeneta.com/en-gb/legal-notices/cookie-policy/cookie-policy.html>.

### **2. PRODUCTS INFORMATION AND AVAILABILITY**

**2.1** Information on the Products (along with the corresponding Products codes) and relevant prices are available on the Website and/or in these General Terms.

**2.2** Pictures of the Products displayed on the Website may not correspond to the Products actual appearance. In particular, the colours, shade and the patterns of the wood grain of the Products shown on your screen may vary from those of the actual Products. Therefore, you shall rely exclusively on the description of the Products and their characteristics as mentioned

on the Website. In particular: **Products have been used in the setting of the Bottega Veneta Winter 24 fashion show. Therefore, by purchasing the Product you expressly acknowledge and accept the eventual presence on the Product of marks and of all the possible minor defects related to the normal use of the Product during the fashion show mentioned above. Each Product is part of a limited-edition collection, alike in material but unique in wood colour, pattern and grain. The craftsmanship of each Product, inspired by traditional Japanese wood-burning technique, making each piece in the series a unique achievement of design, made with a production process that guarantees its authenticity and originality and Products are, by their nature, subject to being imperfect. Any discrepancies in the purchased Product, in the shade and the pattern of the wood grain, compared to the picture displayed in Website and/or any marks and minor defects related to the use of the Product during the Bottega Veneta Winter 24 fashion show, do not materially affect its functionality or appearance will not be considered a breach of s.13 of the Sale of Goods Act 1979, s.11 of the Consumer Rights Act 2015 or any other applicable law, being on the contrary merits that highlight its uniqueness. Each Product is guaranteed by a mark of authenticity together with the progressive number that corresponds to its identity card. During purchase, it is not possible to select a specific progressive number for the Product; instead, a number will be automatically assigned to the Product you will receive.**

**2.3** We may change or discontinue a Product or any of its features, as described on the Website, at any time without notice (this does not affect orders for which you have received an Order Acceptance prior to the time of the change). During the purchasing process, we will inform you if your order cannot be processed due to the unavailability of the ordered Products.

**2.4** In the event your connection to the Website fails, your selection of Products may be lost. In such case you will be required to re-enter your selection. Please note that Products in your shopping cart are not reserved and may be purchased by other customers. In no event shall we be liable to you for the unavailability of a Product following a failure or loss of your connection to the Website.

### **3. PRICES**

**3.1** Prices of Products are indicated on the Website in the currency applicable to the country of the shipping destination and are inclusive of any applicable VAT, sales taxes or other taxes. Prices do not include delivery charges which, if any, will be added to the price of the Products and will be communicated to you during the checkout process before you confirm your order.

**3.2** We make all reasonable efforts to ensure that all prices for the Products displayed on the Website are correct. Occasionally, however, an error may occur, and Products may be mispriced (incorrect price or typographical error in the price shown). In this case we may, at our discretion, (i) choose not to accept your order, or (ii) contact you and ask you whether you wish to purchase the Product at the correct price. You will not be bound to purchase the Product until the correct price has been communicated to you, and you have agreed to pay the correct price.

**3.3** We reserve the right to change the Products' prices at any time and without notice, but such changes will not apply to Products for which you have received an Order Confirmation.

### **4. FORMATION OF THE CONTRACT – PLACING AN ORDER**

**4.1** The information about the Products and their prices that are displayed on the Website are an invitation to treat and do not represent an offer by us or a unilateral contract.

**4.2** To purchase Products on the Website, you must follow the instructions provided by the online purchase process which are: (i) include the selected Products in the shopping cart, (ii) fill in the order form with your personal information (name, address, email, telephone, shipping/billing address), (iii) select your payment method, (iv) accept these General Terms

(including the Privacy Policy and Cookies Policy mentioned herein and incorporated by reference), (v) accept the ToU and (vi) place your order through the Website.

**4.3** Before submitting your order, you will be given the opportunity to review your selection, check the total price and correct any errors.

**4.4** Your order constitutes a binding offer to purchase from us the Products, under these General Terms, without prejudice to your right of withdrawal under Section 8. By placing an order, you agree to pay the price of the ordered Products.

**4.5** All orders submitted by you are subject to our acceptance. Once you place your order, we will acknowledge it by email ("**Order Confirmation**"). This Order Confirmation does not, however, mean that your order has been accepted. We may choose not to accept your order, in whole or in part, without liability to you. Examples of non-acceptance of your order are as follows:

(i) the Products are not available; or

(ii) you do not comply with the eligibility conditions set out in Section 1.3; or

(iii) we are unable to obtain authorization for your payment; or

(iv) there is an error in the price displayed; or

(v) reported or suspected fraudulent, illegal or unauthorized activities, including suspected purchases for commercial purposes; or

(vi) the delivery address provided by you is not a valid address, or is an address outside the United Kingdom; or

(vii) you have not fulfilled your obligations deriving from a prior contract entered into with us.

**4.6** The Contract between us and you will only be formed when you receive from us an email notification confirming shipment of your order ("**Order Acceptance**"). The Order Acceptance (or rejection) will be sent to the email address provided by you when you placed the order, and will include a copy of these General Terms. The details of your accepted orders are available under the "My Account - My Order" section of the Website.

**4.7** In case of unavailability of one or more ordered Products, we will contact you and inform you of such unavailability. The order will be partially cancelled and you shall pay only the price of the available Product(s).

**4.8** The Order Confirmation/Order Acceptance will include the order number, basic information about the purchased Products, the price and the shipping address.

**4.9** Once you receive the Order Acceptance you can no longer cancel or modify your order unless otherwise provided in these General Terms. Dispatched Products can however be returned as set out in Section 8.

## **5. PAYMENT**

**5.1** You must pay the price of the Products (which is inclusive of applicable VAT, sales taxes or other taxes as stated in Section 3.1) and the associated delivery charges, if any.

**5.2** We accept payments made in the currency applicable to the country of the shipping destination, using the payment methods proposed to you before you confirm your order.

**5.3** We will not debit the amount of your order until:

(i) we have confirmed availability of the Product(s);

(ii) we have sent you the Order Acceptance;

(iii) we have received authorization to debit your card from the card issuer or your PayPal account, if applicable; and

(iv) your debit/credit card data or your PayPal account, if applicable, has been verified.

**5.4** If your payment cannot be processed for any reason, we will cancel your order and our Contract with you will end immediately, without liability to you. We will inform you of this in writing.

**5.5** You are responsible for the relevant charges or fees, if any, applied by your card issuer, bank or other payment institution as a result of our processing of your payment.

**5.6** For each order, we will issue an electronic invoice for the purchased Products, and you agree to such form of invoicing. The e-invoice will be based on the information provided by you at the time of submitting the order. No alterations to an accurate e-invoice are possible once the e-invoice has been issued.

## **6. SHIPPING, DELIVERY AND COLLECTION**

**6.1** The purchased Products will be delivered exclusively in the United Kingdom.

**6.2** The purchased Products shall be delivered to you by a courier service selected by us ("**Courier**"). Products shall be delivered to the address indicated by you in the order form. We are not responsible for any delivery problems arising from incomplete or incorrect address details supplied by you. Please note that we will not deliver to PO boxes, address of freight forwarders or hotels.

**6.3** The purchased Products will be shipped out only after we receive your payment in full. If we do not receive your payment in full, whatever the reason, we can delay or refuse dispatching the Products without liability to you.

**6.4** **Products can take more than 30 (thirty) business days to be delivered.** We will take all reasonable steps to deliver the purchased Products within the estimated period, except if a force majeure event, meaning an event beyond our reasonable control or any unforeseeable circumstance, occurs. If the delivery of the Products has not occurred within 30 (thirty) business days, you will be entitled to cancel the Contract and we shall, without undue delay, refund you all sums paid under the Contract.

**6.5** Upon delivery of the Products by the Courier, you (or the person designated by you) are required to:

(i) verify that the number of packages delivered corresponds to that indicated on the delivery note;

(ii) verify that the packages and their seals are intact, undamaged, not wet or altered in any manner;

(iii) if you are a professional customer only, verify that the delivered Products conform to the model, colour, size and other characteristics of the Products as described on the Website and in the Order Confirmation/Order Acceptance and that are free from any patent defects (including but not limited to cracks, scratches, colour variations or other colour defects, etc.); and

(iii) sign the delivery note.

Any damage to the packages and/or discrepancies in the number of packages must be immediately mentioned in writing on the Courier's delivery note. **To the extent permitted under applicable laws, once you've signed the Courier's delivery note, you may no longer make a claim with respect to the delivered packages, provided that you are**

**entitled to subsequently make a claim in relation to the lack of conformity and manufacturing defects of the Products as set forth in Section 9.**

**6.6** You can track the status of your shipment by clicking on the link included in the Order Acceptance.

**7. RISK AND TITLE**

**7.1** The risk of loss of, damage to, and destruction of, the Products shall pass to you when you (or a person designated by you and other than the Courier) takes physical possession of the Products at the delivery address given by you.

**7.2** Title in the Products shall pass to you on the date on which the Products are delivered to your delivery address.

**8. RIGHT OF WITHDRAWAL/CANCELLATION AND RETURNS**

**APPLICABLE TO CONSUMERS ONLY**

**8.1** You have the right to withdraw from the Contract at any time, for any reason, before you receive the Order Acceptance.

**8.2** Once you have received the Order Acceptance, you have the right to cancel the Contract if you change your mind or for any other reason within fourteen (14) days from day after the date on which you (or the person designated by you) takes physical possession of the Products or, in case of multiple packages delivered for the same order, the last package delivered.

**8.3** To exercise your right of withdrawal, you must inform us (using any method you choose, including but not limited to those listed below) of your decision to exercise your right of withdrawal/to cancel the Contract within the period of time mentioned above:

- A. by sending us by email or by ordinary mail:
  - i) the Model Withdrawal/Cancellation Form set out below, duly filled in and signed by you,

<p><b>Model Withdrawal/Cancellation Form</b></p> <p>(complete and return this form only if you wish to withdraw from the Contract)</p> <p>To Bottega Veneta – 1 Località Conti Maltraverso, 36054 Montebello Vicentino, Italy; customer@bottegaveneta.com:</p> <p>I/We(1) hereby give notice that I/We(1) cancel my/our(1) contract of sale of the following goods(1)/for the provision of the following service(1),</p> <p>Ordered on(1)/received on(1),</p> <p>Name of consumer(s),</p> <p>Address of consumer(s),</p> <p>Signature of consumer(s) (only if this form is notified on paper),</p> <p>Date</p> <p>(1) Delete as appropriate</p>
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or

- ii) a letter including the following information: (i) indication of the Products for which you wish to exercise your right of withdrawal/right to cancel; and (ii) the order number,

to the following recipient's address or email: Bottega Veneta – 1 Località Conti Maltraverso, 36054 Montebello Vicentino, Italy; or [customercare@bottegabeneta.com](mailto:customercare@bottegabeneta.com)

or

- B. by completing an online return form on the Website.

**8.4** If you exercise your right of cancellation, you must bear all the relevant costs for returning the Products to us (including, for instance, delivery charges, packaging, securing, any applicable fees, taxes, custom duties). Such costs may be high and may vary depending on several factors (including the number of the Products to be returned, their size, the shipping method, the courier selected, the shipping destination, etc.) from an estimated minimum amount of about €150 to an estimated maximum of about €350. Products shall be returned in their original condition, unaltered, unused and undamaged, along with all related accessories and documents (e.g. instructions booklet, Product certificates), if any, and (if possible) in their original packaging and with original tags and labels attached.

**8.5** You must return the purchased Products within fourteen (14) days from the date you notified us of your decision to exercise your right of withdrawal/right to cancel in accordance with the Sections above.

**8.6** To return a Product, you must contact our Customer Care at +39 02 81 48 19 66 (please note, if you are calling from outside of Italy, using this method may result in additional charges) or send an email to [customercare@bottegabeneta.com](mailto:customercare@bottegabeneta.com). Our Customer Care will provide you with the address where the Product has to be returned by you and the relevant instructions for the return. You will need to contact a courier at your choice and arrange for the Product to be returned. As soon as your Product is dispatched, you must provide the tracking number to our Customer Care at +39 02 81 48 19 66 (please note, if you are calling from outside of Italy, using this method may result in additional charges) or send an email to [customercare@bottegabeneta.com](mailto:customercare@bottegabeneta.com).

**8.7 As we are not liable for return packages that are lost, damaged or stolen in transit, we strongly recommend you take care when choosing a courier, add all needed shipping insurances to your package, make sure to carefully pack the Products, wrap the Products safely to avoid damage, place them in their original packaging inside the shipping box in which you received your order and keep your proof of postage to ensure that the Products reach us and are not lost, damaged or stolen in transit.**

**8.8** We will refund all amounts paid by you to us within fourteen (14) days from the date we receive the Products from you, or, if earlier, fourteen (14) days from the day we receive proof from you that you have sent the Products back. Refunds will be made to the original purchaser, to the original method of payment and in the same currency as the purchase. We will not refund any amounts paid by you to any third party, notably bank or customs charges, if any. Please note that we may reduce your refund to reflect any diminished value of the Products resulting from your handling of the Products other than what is necessary to establish the nature, characteristics and function of the Products and, in such circumstances, you shall be liable for any diminished value of the Products resulting from the handling of the Products other than what is necessary to establish the nature, characteristics and function of the Products.

## **9. LACK OF CONFORMITY - MANUFACTURING DEFECTS**

**APPLICABLE TO CONSUMERS ONLY. IF YOU ARE A PROFESSIONAL, ONLY WARRANTIES IMPLIED BY LAW WILL APPLY TO YOUR ORDER.**

**9.1** Products are used goods as they have been used in the setting of the Bottega Veneta Winter 24 fashion show. Subject to what provided under Sections 2.2 and 9.4, if you find that

a Product sold by us on the Website has manufacturing defects or is not as described (excluding 1: defects arising from the normal use of the Products during the Bottega Veneta Winter 2024 fashion show, 2: any non-conformity to the Order Confirmation/Order Acceptance and 3: those package defects that should have been identified and indicated at the time of delivery pursuant to Section 6.5, to the extent permitted under applicable laws), please contact immediately our Customer Care by calling +39 02 81 48 19 66 or by sending an email to [customer-care@bottegapaveneta.com](mailto:customer-care@bottegapaveneta.com).

**9.2** We provide a warranty in the United Kingdom for any lack of conformity to the Contract of the Products we have sold to you on the Website, including but not limited to breach of any terms implied by the Sale of Goods Act 1979, the Consumer Rights Act 2015 or any other applicable law.

**9.3** The used goods warranty covers conformity defects existing at the time of delivery of the Product and manifesting within 6 months from the date of delivery of the Product you purchased, even if the defect was not immediately discoverable on that date. Unless we can prove otherwise, it is presumed that defects of conformity that become apparent within 6 months from the date of delivery of the good already existed on that date. You must bring any action directed at asserting defects of conformity at the time of delivery within 6 years after delivery of the Products. As set forth in s.23 Consumer Rights Act 2015, if the Product you have purchased has a defect covered by the statutory warranty, you have the right, without incurring in any expense, to elect to have the nonconforming good repaired or replaced by us, provided that the remedy you choose is not impossible or, compared to the alternative remedy, does not impose disproportionate costs on us, taking into account the value of the good if it had conformed to the contract, the extent of the defect, and the possibility of effecting the alternative remedy without significant inconvenience to you. We may refuse to bring the Products into conformity if, taking into account all the circumstances, repair and replacement are impossible or if the costs that the seller would have to bear are disproportionate. You are entitled to a proportional reduction in the price or termination of the Contract (and full refund) in the following cases: (a) if replacement or repair of the Product is not possible or is excessively onerous; (b) if we have failed to repair or replace the Product within a reasonable period of time; (c) if replacement or repair of the Product has caused you considerable inconvenience; or (d) if after one repair or one replacement, the Product does not conform to the contract. The price reduction will be an appropriate amount proportional to the decrease in value of the Product you received compared to the value Product would have had if Product had been in conformity. To exercise your right to terminate the Contract, you will have to contact us.

**9.4** Damage, alteration or modification to the Products caused by you is not a manufacturing defect or a lack of conformity. For example, without limitation, any damage caused by normal use or extensive use, improper use (such as direct exposure to sunlight or heat), non-observance of applicable care, maintenance and/or cleaning instructions, are not manufacturing defects or a lack of conformity. Likewise, in addition to that provided under Section 2.2, variations in the natural markings or irregularities in the composition or in the design of the Products are inherent to the Product and not manufacturing defects or a lack of conformity.

**9.5** In the event you request the repair, replacement or return of a Product due to lack of conformity or manufacturing defect pursuant to this Section 9, we will bear the delivery costs for returning the Products to be repaired, replaced or returned, as well as any costs to deliver back to you the repaired or replaced Products.

**9.6** It is our responsibility to supply you with Products that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us. This warranty is separate from and in addition to any rights you might have under consumer law, and does not affect your rights under consumer law.

## **10. LIABILITY**

**10.1** Nothing in these General Terms seeks to exclude or limit our liability for:

- personal injury or death resulting from our negligence;
- fraud or gross negligence;
- if you are a consumer, breach of any obligations implied by applicable consumer protection laws; or
- any other cause of action which cannot be limited or excluded under applicable law.

**10.2** Subject to Section 10.1, our aggregate liability shall be limited to damages caused by our breach that you suffer in respect of all claims and causes of action arising under or in connection with these General Terms and each Contract. Subject to Section 10.1, we are not liable for any damage or loss that either you or we could not reasonably have foreseen at the time you accepted these General Terms. Subject to Section 10.1, we shall not be liable to you for any business losses (including but not limited to, loss of profits, loss of business, business interruption or loss of business opportunity).

**10.3** We are not responsible for any delay or failure to perform any of our obligations under these General Terms if the delay or failure is caused by a force majeure event or arises from any cause which is beyond our reasonable control, including without limitation any of the following: act of God, governmental act, war, civil war, fire, flood, earthquake, hurricane and other natural disasters, epidemic, revolution, insurrection, invasion, military or usurped power, confiscations, terrorist activities, national strikes, lockouts, embargo, interruption or failure in information, technology, electricity or telecommunications services, failure of third parties (such as Courier, our suppliers and subcontractors) to perform their obligations to us.

## **11. GUARANTEE OF AUTHENTICITY AND INTELLECTUAL PROPERTY RIGHTS**

**11.1** We guarantee the authenticity of all Products purchased on our Website.

**11.2** Bottega Veneta trademarks, whether figurative or not, service marks, all other marks, brand names and logos used on the Products, the accompanying accessories and/or the packaging, whether registered or not, together with all photographs, illustrations and images relating to the Products, trade or business names, domain names and URL(s) are and remain our exclusive property and/or exclusive property of our licensors, as applicable, and are protected by applicable copyright, trademark, or other intellectual property laws around the world. Kering Group and we reserve all such rights.

## **12. ENTIRE AGREEMENT**

**12.1** These General Terms and any document expressly referred to in them represent the entire agreement and understanding between us in relation to the sale of Products and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**12.2** You acknowledge that the General Terms and Conditions of Sale of the Website (available at <https://www.bottegaveneta.com/en-gb/legal-pages/terms-and-conditions-of-sale/terms-and-conditions-sale.html>), the Return Policy of the Website (available at <https://www.bottegaveneta.com/en-gb/legal-pages/return-and-exchange-policy/return-policy.html>) and the Customer Care section of the Website (available at <https://www.bottegaveneta.com/en-gb/customer-care-2>) shall not apply in relation to the sale of the Products as defined in these General Terms, since such mentioned policies regulate the sale of Bottega Veneta products – other than Products – via the Website. In case of questions on the above, please call at +39 02 81 48 19 66 (please note, if you are calling from outside of Italy, using this method may result in additional charges)] or send an email to [customercare@bottegaveneta.com](mailto:customercare@bottegaveneta.com).

## **13. APPLICABLE LAW AND JURISDICTION**



**13.1** These General Terms and, therefore, the Contracts entered into with you, shall be governed by and will be interpreted in accordance with the laws of England and Wales (without reference to its conflict of law provisions).

**13.2** Any disputes between us arising out of, or relating to, these General Terms and the Contracts shall be submitted: if you are a professional, to the jurisdiction of the courts of England and, if you are a consumer, to the jurisdiction of the courts of your place or residence or domicile.

#### **14. CONTACT US**

For further information and assistance with the Website, you may contact us in one of the following manners:

- by post to: Bottega Veneta – 1 Località Conti Maltraverso, 36054 Montebello Vicentino, Italy;
- by sending us an email at [customercare@bottegaveneta.com](mailto:customercare@bottegaveneta.com);
- by calling us at +39 02 81 48 19 66 (please note, if you are calling from outside of Italy, using this method may result in additional charges); or
- via the contact form in the Customer Care section of our Website.

#### **15. NOTICES**

Any notice to be given under these General Terms or Contracts will be in writing. We will contact you by email, telephone or SMS.