

GENERAL TERMS AND CONDITIONS OF SALE

Date: September 2024

1. GENERAL PROVISIONS

1.1 These general terms and conditions of sale ("**General Terms**") describe the terms on which BOTTEGA VENETA GERMANY GMBH, a company incorporated under the laws of Germany (*Deutschland*), with registered office at Prannerstrasse 11, 80333 München, Germany, with a share capital of EUR 25,000, with registration number HRB 236727 and with VAT number DE 813788662 ("**Bottega Veneta**", "**we**", "**us**", "**our**"), sells, and a customer ("**you**", "**your**") purchases, the limited edition of the Sacco lounge chair by Zanotta (designed in 1968 by Piero Gatti, Cesare Paolini and Franco Teodoro) commissioned and reinterpreted by Matthieu Blazy for Bottega Veneta which merges the fluidity of form of the original Sacco with animal forms to evoke creativity, wonder, and boundless imagination, used in the setting of the Bottega Veneta Summer 25 fashion show ("**Product/s**") through the website <https://www.bottegabeneta.com/en-de> ("**Website**"), along with your right of withdrawal/cancellation and returns of the Products, whether 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 or profession, or its intermediary) ("**Professional**") and consumers, meaning natural persons who enter into a legal transaction for purposes that predominantly are outside their trade, business or profession ("**Consumer**") , who have reached the age of majority and have full legal capacity to enter into a Contract, in their country. The Product is an armchair intended for use as a piece of furniture in a (private) residential setting. Any use of the Products beyond its permitted residential use shall be avoided. It is not a product designed for children.

1.4 You will be asked to agree to these General Terms and to the Terms of Use of the Website ("**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. 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-de/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-de/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 on these General Terms.

2.2 Pictures of the Products displayed on the Website may not correspond to the Products actual appearance. In particular, the colors, fabric, shade, grain, texture 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 Summer 25 fashion show. Each Product is part of a limited-edition collection. The craftsmanship of each Product, 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 colors, fabric, shade, grain, texture, compared to the picture displayed in Website, do not affect its functionality and image, and therefore cannot be considered defects or lack of conformity under the German Civil Code (*Bürgerliches Gesetzbuch*) and 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. 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 at 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 we shall be liable to you for the unavailability of a Product following a failure or loss of your connection to the Website.

2.5 The products are manufactured by Zanotta S.p.a., Via Vittorio Veneto 57, Nova Milanese (MB), Italy and imported by BV Ecommerce S.r.l. and Bottega Veneta S.r.l., Località Conti Maltraverso 1. 36054 Montebello Vicentino (Vicenza), Italy.

3. PRICES

3.1 Prices of Products are indicated on the Website in the currency specified for 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 (remaining understood that delivery charges may be also equal to zero in case those are sustained by us).

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 and in accordance with the statutory provisions, (i) cancel the order before a Contract is concluded or (ii) contest the Contract after a Contract has been concluded and notify you of such cancellation or contestation.

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 Acceptance.

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 other policies of the Website mentioned herein and incorporated by reference), (v) accept the ToU and (vi) place your order through the Website. You can amend the contents of your shopping cart and your other entries at all times before submitting your order by using the correction aids provided and explained for this purpose in the order process.

4.3 Before submitting your order, you will be given the opportunity to review your selection, check the total price and correct any errors. **Please carefully take note of the time of delivery, as per Section 6.4.**

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 orders 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

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

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

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

(vii) the delivery address provided by you is not a valid address; or

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

4.7 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 in the order. The details of your accepted orders are available under "My Account - My Order" section of the Website.

4.8 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).

4.9 The Order Confirmation/Order Acceptance will include notably the order number, basic information on the purchased Products, an indication of the price and the shipping address.

4.10 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.

4.11 We do not save the text of the Contract. However, together with our Order Acceptance, we will send you the General Terms and the information about your right to withdrawal thus enabling you to save them in a form that can be reproduced.

5. PAYMENT

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

5.2 We accept payments made in the currency specified for the country of the shipping destination, with 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;
- (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 contact you by e-mail. If we have not received payment after a reasonable payment period set by us, we may 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 established based upon the information provided by you at the time of submitting the order. No alterations to the 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 country of the shipping destination as indicated by you in the order form, whether applicable.

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 **Please note that the time of delivery showed to you during the checkout process might be incorrect and/or may refer to the time of delivery of Bottega Veneta products other than the Products. We recommend you to carefully look at the delivery window which, on the Website and/or during the checkout process, is highlighted as the only one applicable to the Products. More in detail: Products can take more than 30 (thirty) business days to be delivered.** We will take all reasonable steps to deliver the purchased Products within such estimated period, except if a force majeure event, 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. In case any investigation with the Courier has been opened in relation to the Products, all amounts paid by you to us will be refund, if applicable, upon completion of such investigation which timing we commit with the Courier to keep as short as possible.

6.5 If you have entered into the Contract as a Professional, 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) 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

(iv) sign the delivery note.

Any damages to the packaging or discrepancies in the number of packages or documentation must be immediately mentioned in writing on the Courier's delivery note. **Once you've signed the Courier's delivery note, you may no longer make a claim with respect to the quantities, weight or packaging of the Products unless a note has been placed on the Courier's delivery note.**

Apart from that, precondition for any warranty claim is your full compliance with all requirements regarding inspection and objection established by Sec. 377 German Commercial Code (*Handelsgesetzbuch*).

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 carrier) take 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 AND RETURNS

APPLICABLE TO CONSUMER ONLY

8.1 You have the right to withdraw from the Contract if you change your mind or for any other reason within fourteen (14) days from the date on which you (or the person designated by you) take physical possession of the Products or, in case of multiple packages delivered for the same order, the last package delivered.

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Bottega Veneta, – 1 Località Conti Maltraverso, 36054 Montebello Vicentino (Italy), phone: +39 02 81 48 19 66; email: customercare@bottegaveneta.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You bear the direct costs of returning the goods. The costs are estimated at a maximum of approximately 350€. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

8.2 If you wish to exercise your right of withdrawal, you can use this form to withdraw from the Contract:

Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the Contract)

To Bottega Veneta, 1 Località Conti Maltraverso, 36054 Montebello Vicentino (Italy)
customercare@bottegaveneta.com:

I/We(1) hereby give notice that I/We(1) withdraw from my/our(1) contract of sale of the following goods(1)/for the provision of the following service(1),

Ordered on(1)/received on(1),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(1) Delete as appropriate

9. LACK OF CONFORMITY - MANUFACTURING DEFECTS

9.1 Products are used goods as they have been used in the setting of the Bottega Veneta Summer 25 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 Summer 25 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 customercare@bottegapaveneta.com.

9.2 We provide a warranty for any lack of conformity to the Contract of the Products we have sold to you on the Website, under the conditions set forth under German statutory law, in particular the German Civil Code.

9.3 The used goods warranty covers conformity defects existing at the time of delivery of the Product and manifesting within 12 months from the date of delivery of the Product you purchased, even if the defect was not immediately discoverable on that date. If you are a Consumer, unless proven otherwise, it is presumed that defects of conformity that become apparent within 1 year from the date of delivery of the good already existed on that date, unless such a presumption is inconsistent with the nature of the good or the nature of the defect of conformity. Any action directed at asserting defects of conformity shall be time-barred within 12 months after delivery of the Products, unless the defects were fraudulently concealed by us. As set forth in Sec. 439 of the German Civil Code, 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, 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. In accordance with the statutory provisions, you are entitled to a proportional reduction in the price or revocation of the Contract, in particular, 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 set by you; (c) if we seriously and definitely refuse to repair or replace the Product (d) if replacement or repair of the Product has caused you considerable inconvenience; (e) if we do not render performance ; and (f) special circumstances exist which, when the interests of both parties are weighed, justify immediate revocation. The price reduction will be 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 revoke the Contract, you will have to address a statement to us containing an express expression of willingness to revoke the Contract. Please keep in mind that a minor defect for which it was not possible or is unduly burdensome to exhaust the remedies of repair or replacement does not entitle you to revoke the Contract.

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 limitations, any damage caused by normal use or extensive use, improper use (such as direct exposure to the sun light 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 what 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.

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;
- breach of any obligations implied by applicable consumer protection laws; or
- the violation of a contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the Contract and on the observance of which you as the customer may regularly rely (so-called cardinal obligation), limited to compensation for the foreseeable and typical damage; or
- damages under the Product Liability Act (*Produkthaftungsgesetz*); 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 which shall be limited solely to direct 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, shall in no event exceed the price of the Product(s) purchased by you on the Website under that Contract. Subject to Section 10.1, we are not liable for damage or loss that either you or we could not reasonably have foreseen at the time you accepted these General Terms. Subject to 10.1, we shall not be liable to you for any indirect damages.

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.

10.4 If you do not comply with the eligibility conditions set out in Section 1, we are not liable towards you for any damage or loss caused by 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, logos used on the Products, the accompanying accessories and/or the packaging, whether registered or not, together with all photographs, illustrations, images relating to the Products, trade or business names, domain names and URL(s) are and remain our exclusive property and/or 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 from us 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-de/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-de/legal-pages/return-and-exchange-policy/return-policy.html>) and the Customer Care section of the Website (available at <https://www.bottegaveneta.com/en-de/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 or send an email to 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 Germany (without reference to its conflict of law provisions).

13.2 If you are a Professional, any disputes between us arising out of, or relating to, these General Terms and the Contracts shall be submitted to the jurisdiction of the court of Munich.

13.3 If you are a Consumer, you may access the European Online Dispute Resolution Platform provided by the European Commission and available at <http://ec.europa.eu/odr>, for alternative extra-judicial resolution of disputes that cannot be resolved between you and us.

However, we do not participate in dispute resolution proceedings before a consumer arbitration board and are not obliged to do so.

14. CONTACT US

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

- by sending us a communication to Bottega Veneta – 1 Località Conti Maltraverso, 36054 Montebello Vicentino (Italy)- by sending us an email at customercare@bottegaveneta.com;
- by calling us at +39 02 81 48 19 66; 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, SMS or provide you with information by posting notices on our Website.