

GENERAL TERMS OF SALE

1. Definitions

The distance selling of "CAR SHOE" brand products through the WWW.CARSHOE.COM website (hereafter referred to as the "Website") is governed by the following General Terms of Sale (hereinafter referred to as the "General Terms").

Products offered on the Site are sold directly by Prada S.p.A. (hereinafter referred to as "PRADA"). PRADA is a company incorporated under Italian law, with registered office at Via Antonio Fogazzaro, 28 – 20135 Milan (MI) – Italy, VAT and registration number at the Milan Company Register 10115350158.

In order to meet the needs and expectations of its customers, PRADA has decided to create, alongside its network of direct and exclusive points of sale, a network for distance selling of some of its products through its Website, offering a selection of certain categories of "CAR SHOE" products. The list of "CAR SHOE" products offered for distance selling can be found on our Website.

These General Terms of Sale are available in Italian and English.

2. Introduction

2.1. The use of the distance selling service described in these General Terms of Sale is restricted exclusively to consumers (hereinafter referred to as the "Customer" or, in the plural, "Customers") understood, in the meaning given to the term by legislation and case law, as natural persons who act for purposes not related to their trade, business, craft or any professional activity they perform, who are aged over 18 (or, if a minor, authorised by their legal representative). Products offered for sale on the Website may only be purchased in cases where the products are to be delivered to one of the following countries: Italy, France, Germany, Spain, Holland, Sweden, Greece, Belgium, Austria, Denmark, Portugal, Finland, Ireland, Luxembourg, Monaco, the United Kingdom and Switzerland.

2.2. Any resale, rental or transfer of products purchased from the Website for any whatsoever commercial or professional purpose is expressly prohibited.

2.3. PRADA may amend these General Terms of Sale at any time. Customers are therefore required to accept only the General Terms of Sale in force at the time of purchase.

2.4. These General Terms of Sale are published on the Website for the information of the Customer and to enable their storage and reproduction by the Customer pursuant to Article 12, paragraph 3, of Legislative Decree No. 70 of 9 April 2003 ("Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (the "Directive on electronic commerce)"). PRADA shall send a copy of these General Terms of Sale to the Customer by email pursuant to Article 3.8 hereunder.

3. Purchase

3.1. Each product selected can be viewed using a special link to photographic images of the article together with the unit price, colours and different sizes (where relevant).

3.2. Each sale concluded by PRADA through the online distance selling service (the "Service") can involve one or more products, up to a maximum of 9 units of each article. PRADA reserves the right to amend, at any time, limits on the amount and/or type of products that may be purchased through the Service. Information regarding "Car Shoe" products offered for sale through the Service is provided in accordance with applicable legislation, in particular Articles 49 and 51 of Legislative Decree No. 206 of 6 September 2005, as amended by Legislative Decree No. 21 of 21 February 2014 (hereinafter referred to as "Consumer Code").

3.3. Customers may choose the articles of interest to them. A description of products for sale, including the measures or sizes (where relevant), together with one or more photographic images in digital format providing a true representation of products available on the Website, shall be included in the Customer's shopping cart.

3.4. While PRADA is constantly adopting measures to ensure that photographs displayed on the Website are faithful reproductions of original products, including the adoption of every technological solution possible to minimise inaccuracies, some variations are always possible due to the technical characteristics of the colour resolution of the computer used by the Customer. Accordingly, PRADA shall not be liable for any inadequacy of the graphic representations of "CAR SHOE" products displayed on the Website arising from such technical limitations.

3.5. To view selected items and the total price of the order, click on the icon in the shopping cart. Customers are required to verify the accuracy of the contents of their shopping cart prior to confirming their order by completing the purchase form according to the instructions on the corresponding page of the Website and confirming that they have read and accepted these General Terms.

3.6. Customers must follow the instructions contained in the Website if they need to make any changes (for example to an indicated article or to the number of articles) or to correct any errors in their order.

3.7. Upon confirmation, the order shall be sent directly to PRADA. The purchase order shall be filed in the PRADA order management system held by the service provider Arturai Tecnologias de Informação Lda, with headquarters in Portugal. Customers may check the status of their order as provided in Article 8.3.

3.8. On conclusion of the purchasing procedure, it is recommended that Customers download, save or print the General Terms in force at the time the order is placed. Customers shall also receive an email message at the address indicated on the purchase form containing confirmation of the conditions of the purchase, as provided at Article 51 of the Italian Consumer Code, as written confirmation of the product ordered, together with an indication of its principal characteristics, data on PRADA as indicated in Article 14 of these General Terms, the total price of the product, the methods of payment or any amount already paid by the Customer, the existence of a right of withdrawal and relevant methods of exercising the right, the geographical address for any complaints, information on support services, the date by which the seller undertakes to deliver the ordered product, the existence of a legal guarantee of conformity of the products and the cost of use of the Website where such cost is to be calculated on a basis other than the base rate.

3.9. PRADA reserves the right to reject orders placed by a Client with whom litigation is pending in relation to a previous order, in which case no order must be understood as accepted by PRADA and no contract must be understood as being concluded between PRADA and the Customer. PRADA also reserves the right to refuse to accept orders placed by Customers deemed unsuitable, including, by way of example, cases involving previous violations of the General Terms for the purchase of products from the Website, or where the Customer intends to purchase the products for purposes related to their own or others' business or professional activities, or fails to operate on the basis of an actual and genuine interest in the purchase of the products ordered, or exercises the right of withdrawal established in paragraph 10 hereunder in an abusive manner, or for any other legitimate reason, particularly if the Customer has been involved in fraudulent activities of any kind. In such cases, the purchase order sent by the Customer shall be understood as void and without effect. PRADA shall transmit to the Customer, by email, a communication indicating its non-acceptance of the order and the non-conclusion of the contract, and shall ensure that any debit and/or sum charged to the Customer is cancelled. PRADA shall inform the Customer of any inability to accept the orders received within 30 days of the date of actual receipt of the order and shall refund any sums already charged to the Customer for online payment.

3.10. Without prejudice to any uses of data for purposes other than the purchase as described in the privacy policy statement and subject to the prior express consent of the Customer, the purchase order form and Customer data shall be kept by PRADA for the period provided for in applicable legislation.

4. Availability

4.1. The Customer acknowledges that stocks of the products offered by PRADA through the Service are limited. The availability of any article on sale on the Website may be checked at any time, either when creating the Customer's shopping cart or following the completion of the purchase order. Customers are therefore aware that all the products described on this Website are subject to availability at all times.

4.2. The purchase procedure must be fully completed. Otherwise, the contents of your shopping cart shall be deleted without trace at the end of each purchase procedure.

4.3. Problems may occasionally occur with regard to the availability of certain products. In such circumstances, PRADA shall promptly notify the Customer by email or phone (in all cases within the delivery deadline indicated hereunder), offering the Customer the option of buying an article of the same kind as the unavailable item or cancelling the order. Customers who choose to cancel the order shall not be charged to their credit card. If the charge has already been made, the Customer shall be promptly refunded.

4.4. PRADA reserves the right to alter articles on sale through the Website at any time without notice.

5. Conclusion of the order

5.1. The purchase process concludes at the moment that the Customer selects the "Confirm" option. Upon confirmation, the order is sent to PRADA to be shipped and may no longer be modified or cancelled, except in the cases expressly provided for in these General Terms or where provided for by applicable Italian legislation. An order sent by the Customer shall be deemed binding on PRADA only if the entire purchase procedure has been duly and correctly completed without any error message from the Website. The contract between PRADA and the Customer is understood as concluded at the moment the Customer receives confirmation from PRADA that the purchase order, sent in accordance with the purchase procedure, has been successful following verification of the ordered product's availability and the charging of the total price to the Customer's credit card.

5.2. The order confirmation is proof of acceptance by the Customer of the provisions of these General Terms.

5.3. Data recorded on the Website constitutes full proof of the details of transactions between PRADA and the Customer. In the event of a dispute between PRADA and the Customer in relation to a transaction concluded through the Website, the data recorded by PRADA shall serve as full proof of the transaction.

6. Price and Method of Payment

6.1. The prices of all products on sale through the Website are inclusive of VAT.

6.2. Prices shall be indicated in Euro (EUR) for shipments to Italy, France, Germany, Spain, Holland, Sweden, Greece, Belgium, Austria, Denmark, Portugal, Finland, Ireland, Luxembourg and Monaco. Shipments to the United Kingdom shall be indicated in Pounds Sterling (GBP) and shipments to Switzerland shall be indicated in Swiss Francs (CHF).

6.3. The total amount shown during the purchase process includes shipping costs as specified below and indicated in the shopping cart.

6.4. PRADA reserves the right to change the prices of products on sale through the Website at any time and without notice. The Customer shall be charged the prices published on the Website at the time the Customer confirms the order, provided that the products ordered are in stock at the time the order is placed.

6.5. PRADA accepts credit card payments only. Credit cards accepted are:

- for Italy, France, Germany, Spain, Holland, Sweden, Greece, Belgium, Austria, Denmark, Portugal, Finland, Ireland, Luxembourg and Monaco: Visa® - MasterCard® - American Express®
- for the United Kingdom and Switzerland: Visa® - MasterCard®.

Transactions shall be charged to the Customer's credit card only after: (i) the credit card details have been verified, (ii) authorisation to debit has been received from the credit card company that issued the credit card used by the Customer, and (iii) PRADA has confirmed the availability of the product and the order is ready to be shipped. No debit shall be made at the moment the order proposal is transmitted, except for any debit necessary to ascertain the validity of the credit card.

For payment purposes, the Customer confirms and warrants that he or she is the holder of the credit card used for the purchase and that his or her name is that indicated on the credit card. The Customer then provides the card number, the expiry date and the security code indicated on the credit card. In the event that, for any reason, it is impossible to debit amounts due from the Customer, the sale process shall be automatically annulled and the sale automatically cancelled.

6.6. Purchased products are dispatched only following verification by PRADA of the details of the credit card used by the Customer with the relevant bank and receipt of authorisation to debit the card.

6.7. If one or more of the products are not available, only the price and shipping costs corresponding to available products shall be debited.

7. Limitations in the consignment of products

7.1. Products sold through the Website can be purchased and delivered only to the countries indicated above (Article 2.1). Any orders for shipments to destinations other than the indicated countries shall be automatically rejected during the order purchasing procedure. Products shall be shipped to the address indicated during the order placement procedure and upon delivery shall require the signature of the Customer, or their legal representative in cases where the Customer is a minor aged under 18.

7.2. For safety reasons PRADA shall not dispatch any order addressed to a post office box or accept any order in which it is impossible to identify the natural person who is the consignee of the order or their address.

8. Consignment

8.1. Shipping costs, included in the total cost shown in the shopping cart during the purchase process before the confirmation of the order by the Customer, are charged to the customer at a flat rate of:

- €10.00 for each order for delivery in Italy
- €20.00 for each order for delivery to France, Germany, Spain, Holland, Sweden, Greece, Belgium, Austria, Denmark, Portugal, Finland, Ireland, Luxembourg and Monaco
- £15.00 per each order for delivery to the United Kingdom
- CHF 35.00 for each order for delivery in Switzerland.

Shipping charges are indicated, together with all other costs related to the purchase, if any, on conclusion of the order placement procedure prior to confirmation. Pursuant to Article 65 of the Italian Consumer Code, PRADA shall expressly seek the Customer's consent for any payment in addition to the total remuneration for the main contractual obligation.

8.2. In accordance with the provisions of Article 61 of the Italian Consumer Code, PRADA shall consign the purchased products, except in cases of force majeure or fortuitous events, within and not later than 30 days of the date of conclusion of the contract or within another term as may be agreed with the Customer, unless PRADA communicates, within the same term, its non-acceptance of the order or the impossibility of consigning the ordered products as a result of the supervening unavailability, including temporary unavailability, of the products. In the latter case PRADA shall refund any sums already paid by the Customer. In the event that PRADA fails to fulfil its obligation to consign the products ordered within the aforementioned term or within any different that may be agreed, the Customer may invite PRADA to make the delivery within a further term appropriate to the circumstances, except where one of the Customer's exemptions from this obligation apply, as provided at Article 61, paragraph 4, of the Italian Consumer Code. This provision applies without prejudice to the Customer's right to immediately terminate the contract and to seek compensation for damages if the ordered product is not delivered within any additional period indicated. In order to expedite the dispatch of ordered products, PRADA reserves the right to divide an order into multiple shipments according to the availability of particular items. In this case PRADA shall notify the customer by email or by phone and their credit card shall be charged separately for the products actually shipped only. Shipping costs shall in all cases be invoiced in full as dispatched in a single shipment.

8.3. The moment that the parcel with the ordered products leaves the PRADA warehouse, the courier engaged by PRADA shall send an email notification to the address indicated by the Customer on the purchase form. The email shall contain a tracking code and an exclusive link enabling real time monitoring of the shipment. Our Customer Service shall provide assistance with any problem concerning delivery. Customers can contact PRADA Customer Service by email at the address: client.service@carshoe.com. In accordance with Article 63 of the Italian Consumer Code, the Customer assumes the risk of loss or damage to ordered products that is not attributable to PRADA only from the moment that the Customer or a third party designated by him other than the carrier physically takes possession of the products. It is understood that the risk is transferred to the Customer at the moment of delivery of the ordered products to the carrier, if the latter has been chosen by the Customer and this choice has not been proposed by PRADA, without prejudice to the Customer's rights vis-à-vis the carrier.

8.4. In the event, on the other hand, that any loss or damage to the product is attributable to PRADA, the latter shall, in accordance with applicable legislation, replace the product free of charge on the express request of the Customer, which must be sent to the email address indicated above.

9. Conformity of ordered goods

9.1. Customers are required to check the goods on delivery to ensure that they correspond to items ordered and that they do not have any production or other defects. In addition to any specific guarantees that may be given to the Customer in relation to delivered products, the sale of "CAR SHOE" products are also subject to the legal guarantees established by Italian law, in particular those provided and governed by Articles 129, 130 and 132 of the Italian Consumer Code.

9.2. In such cases, the Customer is entitled to have the product restored to its original state by repair or replacement, except where the remedy requested is objectively impossible or unduly burdensome compared to another remedy. In the event of the occurrence of one of the cases provided for at Article 130, paragraph 7, of the Italian Consumer Code, the Customer may request a reasonable reduction in the price or cancellation of the contract. It is understood that the Consumer shall forfeit these rights if he or she fails to notify PRADA of the non-conformity of the product within 2 (two) months of the date on which the Customer discovered the defect. Actions intended to assert defects not maliciously concealed by PRADA shall automatically lapse 26 (twenty six) months after the consignment of the product. In the event of cancellation of an order, no charge shall be made to the Customer's credit card. If the credit card has already been charged, the Customer shall be promptly refunded.

9.3 Any request by the Customer for one of the remedies indicated above must be communicated to PRADA by registered mail with return receipt and sent to the following address: Client Service Web, Prada S.p.A., Via Fogazzaro No. 28, 20135 Milan, Italy and sent in advance by email to the following address: client.service@carshoe.com. The Customer's right to avail themselves of the guarantee as provided by the Italian Consumer Code to remedy any lack of conformity of purchased products may be exercised as described above only in relation to defects in products purchased through the Website.

10. Returns and refunds - Withdrawal

10.1. Customers may exercise their right of withdrawal in accordance with the provisions of Article 52 et seq. of the Italian Consumer Code as described hereunder.

a) The right of withdrawal must be exercised by the Customer within 14 (fourteen) working days of the date of delivery of the products to the Customer or to a third party, other than the courier responsible for delivery, who has been designated by the Customer (in the case of an order in several lots as provided at Article 8.2 of these Terms and Conditions, the period of 14 (fourteen) working days shall commence from the date on which the Customer, or the third party other than the courier responsible for delivery who has been designated by the Customer physically comes into possession of the last item).

b) To exercise their right of withdrawal, Customers must fill out the special "return form" included in the delivered package containing the products, or send another declaration clearly stating their intent to withdraw from the purchase contract and indicating the quantity of items to be returned. The "return form", or the aforementioned declaration, duly completed and signed by the Customer, must be sent to PRADA by email to the following addresses: carshoe.it@dhl.com and client.service@carshoe.com. PRADA shall promptly send to the Customer, in accordance with Article 54 of the Consumer Code, confirmation of receipt of the "return form" or the aforementioned declaration. The "return form" or the declaration must be included in the package in which the products are returned.

c) The products must be returned in their original state and with the packaging in which they were delivered.

d) Customers must use the label indicating the return address which shall be included in the package sent by PRADA to the Customer.

10.2. Products must be returned to the following address:

Prada S.p.A.

Via Aretina, 403 - Porta 1

52025 Montevarchi (Arezzo) - Italy.

10.3 The Customer undertakes to return the products in relation to which the right of withdrawal is exercised without undue delay and in all cases within 14 (fourteen) days of the date on which the Customer notified PRADA of their decision to withdraw from the contract pursuant to Article 54 of the Italian Consumer Code.

10.4 Except as provided in Article 10.6, the costs of returning the products shall be borne by PRADA.

10.5. PRADA shall verify that the products have been returned in the condition in which they were delivered, within the packaging in which the product was sent from PRADA to the Customer. The substantial integrity of returned products constitutes an essential requirement for the exercise of the right of withdrawal. The Customer shall be solely responsible for any reduction in the value of products resulting from their handling except for what is necessary to determine the product's nature, characteristics and functionality as provided by Article 57 of the Italian Consumer Code. PRADA therefore reserves the right to refuse refunds for products that have been damaged, that have

deteriorated, that are dirty, or that are in a state that clearly indicates that the products have been used for purposes other than those indicated above. PRADA also reserves the right to seek compensation for any damage that may arise from wilful misconduct or negligence on the part of the Customer in relation to the return of the products. PRADA shall not be held responsible in the event of loss or theft of returned products not attributable to PRADA itself, in the event of returns to an incorrect address, or delays in the delivery of returned products not attributable to PRADA itself, it being understood that the Customer shall assume all risks arising from any such consignment. The Customer shall be responsible for providing proof of the return of the products.

10.6 PRADA shall reimburse the price of returned products, in accordance with Article 56 of the Italian Consumer Code, without undue delay and in all cases within 14 (fourteen) days of the date on which PRADA has been informed of the exercise of the right of withdrawal by the Customer. The refund shall be made by crediting the amount paid by the Customer by the same form of payment used for purchase, unless the Customer has expressly agreed otherwise and provided that the Customer does not sustain any cost as a result of the reimbursement. PRADA reserves the right to withhold a refund until it has received the product or until the Customer proves that he or she has returned the product, taking account of the situation occurring first. PRADA is not obliged to reimburse any additional costs if the Customer expressly chooses a delivery method other than a less expensive delivery method offered by PRADA. PRADA shall notify the Customer by email of the reimbursement of the price.

10.7. Note that product returns and refunds of the purchase price are permitted exclusively for products purchased through the Website.

11. Disclaimer

11.1 Except in cases of malice or gross negligence, PRADA shall not in any manner be held liable to the Customer for indirect or consequential damages that may be caused to the Customer as a result of the purchase of products on sale through the Website.

12. Authenticity of products and intellectual property rights

12.1 PRADA guarantees the authenticity and the high quality of all products offered for sale on the Website.

12.2 The "CAR SHOE" trademark, together with all the figurative and non-figurative marks and in general all other trademarks, illustrations, images and logos on "CAR SHOE" products, accessories and/or packaging, whether subject to registration or otherwise, are and shall remain the exclusive property of Prada S.A., with registered offices in Luxembourg at 23 Rue Aldringen, L-1118. The total or partial reproduction, modification, tampering or use of any such trademarks, illustrations, images and logos, for whatever reason and through any media without the prior express agreement of Prada S.A. is absolutely prohibited.

13. Disputes

13.1. These General Terms are governed by and shall be interpreted on the basis of Italian law, including Legislative Decree No. 206 of 6 September 2005 (the Consumer Code), with particular reference to Part III, Title III, Chapter I of the Consumer Code as amended by Legislative Decree 21/2014 in Part IV, Chapter I of Title III of the Consumer Code, as well as Legislative Decree No. 70 of 9 April 2003 (provisions on e-commerce), without prejudice to any other overriding mandatory provision in the Customer's country of habitual residence.

13.2. In the event of a dispute concerning the interpretation and/or application of these General Terms, the Court with jurisdiction over the place of domicile or residence of the Customer shall be competent if the Customer is located in the territory of the Italian state, or the Court of Milan may be chosen at the discretion of the Customer in cases where the action is taken by the Customer.

13.3. PRADA reserves the right to make amendments and/or additions to these General Terms at any time. Such amendments and/or additions shall be effective exclusively in relation to purchase orders placed after the date of the amendment and/or addition. Any elimination of these General Terms from the www.carshoe.com website shall result in their automatic and irrevocable inapplicability, ineffectiveness and unenforceability vis-à-vis PRADA in relation to purchases made after their elimination from the Website, including where the General Terms can be viewed and/or accessed by the public through other internet sites other than the website indicated above.

14. Contacts

14.1. Customers are invited to send an email to the following address in relation to any complaints, requests for further information or assistance with the Website or the purchasing procedure, or requests for information and/or clarification of the provisions of these General Terms: client.service@carshoe.com, or to contact the Client Service Web, Prada S.p.A., Via Antonio Fogazzaro 28, 20135 Milan, Italy.

Last update on November 1st, 2014.