

Berluti

Paris

TERMS OF PURCHASE

Last updated: June, 2018

ONLINE SALES

In addition to the [Terms of Use](#) which governs your use of this website (the “Site”), these Terms of Purchase govern any order or purchase you (the individual completing this order, “you”) make on the Site operated by Berluti LLC (“Berluti” or “we”). By proceeding to place an order and accepting these Terms of Purchase, you agree to be bound by these Terms of Purchase whether or not you have read them. If you do not agree to these Terms of Purchase, proceed to cancel your order now. Please print a copy of these Terms of Purchase for your records.

TELEPHONE SALES (Articles 13 to 16)

These Terms of Purchase govern any order or purchase you (the individual completing this order, “you”) make with Berluti LLC (“Berluti” or “we”) via telephone. Please print a copy of these Terms of Purchase for your records.

ARTICLES

1. Ordering Process

All advertisements on the Site are invitations to purchase and not offers to sell. Berluti reserves the right, at its sole discretion, to accept or reject the order once the order form has been completed and submitted. Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your account. Such e-mail is a confirmation that your order has been received by Berluti but does not constitute acceptance of your order. Berluti reserves the right at any time after receipt of your order to accept or decline your order for any reason and Berluti will contact you at the e-mail address provided in the order form of its decision to accept or reject your order. In the event that Berluti rejects the order, Berluti will have no obligation to fulfill your order and you will have no obligation to pay Berluti for the order.

2. Availability

The purchase of products on the Site is subject to availability. In the event that Berluti advises you that such products are no longer available, Berluti will have no obligation to fulfill your order and you will have no obligation to pay Berluti for the order. This Site only ships products to addresses in the U.S.

3. Price

You agree to pay Berluti the amount set out as the “TOTAL” in your order summary as part of the “Payment” step (the “Fee”). The Fee is quoted in U.S. dollars and includes shipping and handling and all applicable taxes.

4. Method of Payment

When placing an order, your billing address must correspond to the address of your credit card, otherwise we will not be able to process your order. Gift cards and gift certificates will not be applicable on the Site. On the Site (including its mobile version), you may pay for your purchase using a valid VISA, MasterCard, American Express or Discover card or PayPal and you authorize Berluti to charge the applicable card for the Fee and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be shipped and Berluti will have no obligation to fulfill your order.

5. Shipment

Your order will be shipped to the U.S. delivery address specified by you during the order process. Berluti is not responsible for any loss of the products following shipment from Berluti or its agents' or mandataries' facilities to your delivery address.

Shipping methods:

- Standard Delivery (3-5 working days) – Free
- Express Delivery (2-3 working days) - \$20 (\$35 for Hawaii and Alaska)
- Next Day Delivery (1-2 working days for all orders placed **before 1pm**) - \$30 (Hawaii and Alaska excluded)
- « Click & Collect » (2-4 working days) – from Monday to Sunday depending on the selected store – Free
- NYC Premium Scheduled Delivery (Signature Required)

A dedicated concierge will deliver your Berluti order during a one-hour delivery slot of your choice.

Premium Scheduled Delivery is available to select NYC zip codes: to verify if your address is eligible for Concierge Delivery, enter your zip code at checkout.

A Berluti advisor will be in touch to schedule your delivery. Please note after confirmation order there may be a delay of two days before a Berluti advisor contacts you for your delivery.

- Sunday and holiday delivery are not available
- Free service on all orders above \$1000
- \$20 on all orders below \$1000

6. Returns and Exchanges

Return conditions

Before requesting a return please make sure the products comply with the following conditions, in accordance with our Terms of Sale:

- You may return any item(s) up to fourteen (14) days from the delivery date of your order.
- Return shipping is free.
- For online orders, Berluti will refund the entire amount of the order when the item is returned new and unworn, with its original packaging and accessories (boxes, packaging, tags, booklets, etc.), and accompanied by a copy of the receipt, the return slip, and the security tag intact. Worn, used, altered or damaged items will be refused.
- The parcel can only be returned from the original shipping country
- The products were purchased online on berluti.com and not in Berluti stores

Please note that, in accordance with the General Sales Conditions, some categories of products, such as personalised products, cannot be returned.

Please note that in case of return, the shipping fee will not be refunded.

Returning a purchase

To process a return, just follow these simple steps described on the return slip included with you order:

1. Fill in the return slip to let us know which products you would like to return and the reason why.
2. Prepare the items you wish to return in the original order box. Kindly ensure the products have all their packaging and accessories, that the security tag and seal are intact and that the return box is safely sealed. Please enclosed the return document.
3. To request a return, you need to call our Customer Service at +1 877 895 0006 to arrange a suitable date and address: the courier will collect the package from wherever you wish (The parcel can only be returned from the original shipping country). Return shipping is free of charge.
4. Stick the pre-paid UPS shipping label on the box over the previous delivery information. This pre-paid shipping label was included in the package when it was originally sent to you.

The products can be also returned to a Berluti Boutique of the original shipping country.

Before requesting a return please make sure the products comply with our return conditions. Berluti does not exchange products purchased online.

Gift items can be returned by contacting the person who sent you the gift or, if you prefer, through our Customer Service at +1 877 895 0006.

Refund Timing

Once we receive your returned items, and after verification and validation by our Quality Department, we will process your refund

within 14 days. You should see the credit approximately within two weeks. Exact timing will depend on banking procedures.

Berluti reserves the right to refuse at its discretion any returned items that do not meet the conditions defined above.

You will receive an email confirming acceptance of the return

The refund will be issued as soon as possible after the return has been accepted, directly to the card or PayPal account used for the original purchase, and in the same currency.

In-store Returns

You are also entitled to return products ordered via berluti.com to a Berluti store, for a maximum of Fourteen (14) calendar days following the date of delivery.

Follow the steps listed below:

- Please ensure the products have all their packaging and accessories, that the security tag and seal are intact and that the return box is safely sealed. Please enclosed the return document Pack the products in the original order box without sealing the package;
- After verification of your returned articles in stores, and validation by our Quality Department, you will receive a confirmation document to keep until you receive the email with refund confirmation

When you return a product to a Berluti store, it will not be possible to credit the refund to your credit or debit card at that time.

Online returns can be brought to and processed in the below stores:

Berluti US:

- 677 Madison Avenue , NY-10065, New York
- South Coast Plaza c/o Berluti, 3333 Bristol Street - Suite 2249, Costa Mesa, CA 92626
- Miami Design district , 161 NE 40th Street , Unit M 100/200, Miami , FL 33137
- The Shops at Crystals, 3720 South Las Vegas Boulevard, Suite 240 A Las Vegas, NV 89158
- 9533 Brighton Way Beverly Hills, CA 90210

Apart from the right of withdrawal provided for in article above, the customer is informed that BERLUTI does not exchange articles.

7. Passwords

You are responsible for the security of your account and password. Berluti will not be liable for any damages and expenses arising out of or relating to any unauthorized use of such password.

8. Privacy

Berluti's personal information practices on the Site are governed by Berluti's Privacy Policy which can be found here: [Privacy Policy](#). Please review the Privacy Policy and print a copy for your records.

9. Changes to the Terms of Purchase

Berluti may at any time modify these Terms of Purchase and will post a copy of the amended Agreement at [Terms of Use](#).

10. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL BERLUTI BE LIABLE FOR ANY INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE OR THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT. THIS TERM MAY BE VOID, INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART IN THE STATE OF NEW JERSEY. BERLUTI'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO BERLUTI HEREUNDER FOR THE PURCHASE OF SUCH PRODUCTS. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING

ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN "AS IS" BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS, OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CHECK YOUR LOCAL LAWS.

11. Applicable Law

This Agreement will be governed by the laws of the State of New York. The exclusive jurisdiction for any claim, action or dispute with Berluti or relating in any way to your use of the Site or a purchase made on the Site will be in the state and federal courts of the State of New York and the venue for the adjudication or disposition of any such claim, action, or dispute will be in the City of New York, New York. All parties to this Agreement waive their respective rights to a trial by jury.

12. General

Except for the Terms of Use which govern your use of the Site, these Terms of Purchase along with your purchase order/invoice are the entire agreement between you and Berluti with respect to any purchase made by you on the Site and supersede all previous agreements, understandings and representations relating thereto. No failure by Berluti to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of this Agreement or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of this Agreement, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. Berluti will not be liable for any delay or failure to perform any of its obligations under these Terms of Purchase if such delay or failure is due to causes beyond its control. You may not assign these Terms of Purchase to any third party without the prior written consent of Berluti. These Terms of Purchase will be binding upon and will enure to the benefit of (i) you and your heir, executor, administrator and other legal representatives; and (ii) Berluti and its successors and assigns. In the event of an inconsistency between the Terms of Use and these Terms of Purchase, the wording in these Terms of Purchase will prevail.

You may contact Berluti at: +1 877 895 0006 and at contact.us@berluti.com.

Last updated: **June, 2018**

13. Ordering Process - Availability - Price

1. Ordering Process

Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your order. Such e-mail is a confirmation that your order has been received by Berluti but does not constitute acceptance of your order. Berluti reserves the right at any time after receipt of your order to accept or decline your order for any reason and Berluti will contact you at the e-mail address provided in the order form of its decision to accept or reject your order. In the event that Berluti rejects the order, Berluti will have no obligation to fulfill your order and you will have no obligation to pay Berluti for the order.

2. Availability

The purchase of products is subject to availability. In the event that Berluti advises you that such products are no longer available, Berluti will have no obligation to fulfill your order and you will have no obligation to pay Berluti for the order. Berluti only ships products to addresses in the U.S.

3. Price

You agree to pay Berluti the total amount communicated to you over the telephone which will be set out in your invoice (the "Fee"). The Fee is quoted in U.S. dollars and includes shipping and handling and all applicable taxes.

14. Method of Payment - Shipment - Returns and Exchanges

4. Method of Payment

When placing an order, your billing address must correspond to the address of your credit card, otherwise we will not be able to process your order. You may pay for your purchase using a valid VISA, MasterCard, American Express or Discover card and you authorize Berluti to charge the applicable card for the Fee and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be shipped and Berluti will have no obligation to fulfill your order.

5. Shipment

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- Miami Design district , 161 NE 40th Street , Unit M 100/200, Miami , FL 33137
- The Shops at Crystals, 3720 South Las Vegas Boulevard, Suite 240 A Las Vegas, NV 89158
- 9533 Brighton Way Beverly Hills, CA 90210

Apart from the right of withdrawal provided for in article above, the customer is informed that BERLUTI does not exchange articles.

15. Privacy - Changes - Limitation of Liability

7. Privacy

Berluti's personal information practices are governed by Berluti's Privacy Policy which can be found here: [Privacy Policy](#). Please review the Privacy Policy and print a copy for your records.

8. Changes to the Terms of Purchase

Berluti may at any time modify these Terms of Purchase by providing you notice, via e-mail or mail, to the e-mail or billing address associated with your account, all in accordance with applicable laws.

16. Limitation of Liability

9. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL BERLUTI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED FROM BERLUTI OR THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT. THIS TERM MAY BE VOID, INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART IN THE STATE OF NEW JERSEY. BERLUTI'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED FROM BERLUTI AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO BERLUTI HEREUNDER FOR THE PURCHASE OF SUCH PRODUCTS. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN "AS IS" BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS, OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CHECK YOUR LOCAL LAWS.

17. Applicable Law - General

10. Applicable Law

This Agreement will be governed by the laws of the State of New York. The exclusive jurisdiction for any claim, action or dispute with Berluti or relating in any way to your use of the Site or a purchase made on the Site will be in the state and federal courts of the State of New York and the venue for the adjudication or disposition of any such claim, action, or dispute will be in the City of New York, New York. All parties to this Agreement waive their respective rights to a trial by jury.

11. General

These Terms of Purchase along with your purchase order/invoice are the entire agreement between you and Berluti with respect to any telephone purchase made by you and supersede all previous agreements, understandings and representations relating thereto. No failure by Berluti to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of this Agreement or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of this Agreement, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. Berluti will not be liable for any delay or failure to perform any of its obligations under these Terms of Purchase if such delay or failure is due to causes beyond its control. You may not assign these Terms of Purchase to any third party without the prior written consent of Berluti. These Terms of Purchase will be binding upon and will enure to the benefit of (i) you and your heir, executor, administrator and other legal representatives; and (ii) Berluti and its successors and assigns.

You may contact Berluti at: +1 877 895 0006 and at contact.us@berluti.com.