

TERMS OF PURCHASE

"BERLUTI Japan K.K. in Japan (hereafter called ""BERLUTI"") markets BERLUTI articles. BERLUTI, which strives to continually provide optimum satisfaction for its customers, decided to set up a distance selling network, using electronic means (Internet) for some of its products, in parallel to its chain of stores.

In order to guarantee an optimum level of service for its customers, BERLUTI decided to offer a selection of articles for distance sales, which can be viewed on its website www.berluti.com. The system which has been set up, which requires positive action from the customer, conforms on all points with the requirements for distance sales stipulated in article 4 of the Act on Special Provision to Civil Code Concerning Electronic Acceptance Notice in case of electronic means (Internet) and article 526 of Civil Code for other means involving a distance selling process.

The use of the distance sale process described in these General Terms of Sale is reserved exclusively for consumers, within the meaning of article 2.2 of the Act on Special Provision to Civil Code Concerning Electronic Acceptance Notice, i.e. "an individual (excluding the cases where an individual becomes a party to a contract as his/her business)" domiciled in Japan "

ARTICLES

ARTICLE 1: SCOPE OF APPLICATION

These General Terms of Sale apply to all sales of BERLUTI products which are either concluded through BERLUTI's Customers Service 3-16, HAYABUSACHO, SUMITOMOHANZOMON BLDG. 3F. CHIYODA-KU, TOKYO, 102-0092 Japan by email at client@jp.berluti.com, or via the e-commerce site www.berluti.com.

Electronic sales (Internet): the customer states that he or she has read these General Terms of Sale. The customer will be asked to validate without restriction or reserve these General Terms of Sale at the time of the validation of his or her order. In accordance with the provisions of article 11 of the Act on Specified Commercial Transaction, these General Terms of Sale can be retained by any person visiting the www.berluti.com website, by a computer record and can be reproduced by printing. BERLUTI reserves the right to make any changes to its General Terms of Sale. However, the orders will be governed by these General Terms of Sale in force at the moment when the orders were made by the client. If, after the date these General Terms of Sale are deleted from the www.berluti.com website, an obsolete version of the General Terms of Sales would nevertheless remain accessible to the public via other websites or any other means than the www.berluti.com website or the Customer Service; they would not be valid against BERLUTI as for the orders made after the said deletion.

ARTICLE 2: IDENTIFICATION OF THE OFFEROR

"BERLUTI K.K. a company limited by shares with capital of JPY 50,000,000- registered on the Tokyo Legal Affairs Bureau under the number 0100-01-163890 Registered Office: 3-16 Hayabusa-cho, Chiyoda-ku, Tokyo Japan
Email: client@jp.berluti.com"

ARTICLE 3: INFORMATION ON THE PRODUCTS

"The information on all the BERLUTI products which may be sold on the website or through the Customer Services is available, with references, in all BERLUTI stores, as well as on the www.berluti.com website.

This information complies with the statutes and regulations in force notably article 3 of the "Consumer Contract Act".

ARTICLE 4: METHODS OF ORDERING ARTICLES

4.1 Orders over the Internet

Orders can be placed via the Internet on the e-commerce site www.berluti.com website. The customer pays the telecommunication costs of accessing the Internet and using the www.berluti.com website.

Customers can obtain additional information by contacting BERLUTI's Customer Services by mail. The visuals of the BERLUTI products can be impaired depending on the quality of the equipment used by the customer to access and use the www.berluti.com site. In this case, BERLUTI cannot be held liable. The customer can still exercise his or her right of withdrawal in accordance with article 8 below.

In order to purchase a product, the customer must complete an order form containing certain compulsory fields, before BERLUTI can process the customer's selection.

If there is a prolonged period of inactivity during the connection, the product selection made before this inactivity may no longer be guaranteed. The customer will then be asked to start his or her product selection again from the beginning.

All the important stages of the sale will be explained on the www.berluti.com website in accordance with article 11 of the Act on Specified Commercial Transaction.

Before submitting the order, the Customer will be able to check the details of the order and the total price, and to correct any mistakes, before accepting the order by validating it. When the customer has submitted the order, BERLUTI will acknowledge receipt of it immediately by email.

Only shipped articles will be debited.

4.2 Refusal of order

BERLUTI will be able to refuse any abnormal order or one which is placed in bad faith or any order from a customer with whom there is a dispute concerning the payment of a previous order."

ARTICLE 5: PRICE OF THE ARTICLES

"The prices of the articles are inclusive of consumption tax. Unless expressly stipulated during the order made on the www.berluti.com website.

The customer will be informed of the price, inclusive of consumption tax, of each article which the Customer wishes to acquire as well as the associated shipment costs (if they are not paid for by BERLUTI) during the customer's call to BERLUTI's Customers Service or the visit to the www.berluti.com website.

The customer will receive written confirmation of the contract including the price paid (detailing the price of the articles and the shipment costs which may have been borne by the customer), as well as all the information required by article 11 of the Act on Specified Transaction. "

4.3 Purchase from minors

Please ensure minors obtain the permission of their guardians before purchase.

4.4 Sold-out products

Please understand we do not handle some products and there may be cases of products being sold out.

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The customer will receive written confirmation of the contract including the price paid (detailing the price of the articles and the shipment costs which may have been borne by the customer), as well as all the information required by article 11 of the Act on Specified Transaction.

Please understand that prices are subject to change without notice.

ARTICLE 6: TERMS OF PAYMENT

"Payments of the customer's purchases can be made by credit card (credit cards accepted are: ""CB"" network cards (Visa, Mastercard, American Express, JCB and Diners Club cards)

If payment is made by credit card, the customer's credit card is debited when the order is shipped. The customer confirms that he or she is the holder of the credit card to the Customer Services when placing an order via the Internet and that the name on the credit card is his or her name. The customer then communicates the number and expiration date of the credit card, and the visual cryptogram numbers on the back (or front) of the card via a secure environment on the Internet. Internet payments are controlled online with the banks involved by the CYBERSOURCE system. CYBERSOURCE is a company located in the United States which stores and processes the data for each order, including credit card details, in a secure environment. The transfer of the customer's personal data to CYBERSOURCE has been authorised by the French Data Protection Authority (CNIL) and is governed by the standard contractual clauses established by the European Commission. BERLUTI also combats internet fraud using a CYBERSOURCE fraud management solution, which assesses risks and prevent fraudulent payment for purchases on this website. The data collected is exclusively intended for the people who are assigned to combating fraud inside BERLUTI. This processing has also been authorised by the French Data Protection Authority (CNIL). For more information about the processing of personal data by BERLUTI, please refer to BERLUTI ""Privacy Policy"".

If it was impossible to debit the sums owed by the customer for any reason whatsoever (opposition, refusal by the issuing centre etc.) the purchasing process over the Internet cancelled."

ARTICLE 7: TERMS OF DELIVERY

"Subject to the provisions of the paragraph below deliveries of articles can only be made in Japan. The customer can also opt to have the articles delivered to a physical person chosen by the customer whose permanent address is also located in Japan. No deliveries can be made to pick-up locations. The articles will be delivered after the payment of the order has been recorded.

In accordance with the provisions of the Consumer Code, the articles ordered will be delivered inside the deadlines given by BERLUTI, and if no deadlines are given, within 30 days at the latest from the order, subject to complete payment of the price.

The costs of standard deliveries (within a period of 2 to 5 working days) are paid by BERLUTI. Please note that shipping to remote islands could take up to 1 week in average.

Orders including a bespoke product - notably the patina service - are covered by the special sales terms shown at the end of this document.

If the parcel's external appearance is not perfect on delivery the customer must open it in the presence of the carrier to check the condition of the article. If the article is damaged, the customer must precisely detail the damage on the return slip. The provisions of article 11 below will continue to apply.

ARTICLE 8: THE RIGHT TO WITHDRAW FROM THE CONTRACT AND RETURN OF ARTICLES

"The customer has a right to withdraw from the contract according to article 4 of the Consumer Contract Act under optimum conditions.

The customer has a maximum of fourteen (14) days to exercise his or her right to withdraw, without having to justify this decision, after:

the customer, or a third party other than the carrier and designated by the customer, physically took possession of the article; or

in case of a contract for several goods ordered by a single order and if the goods are delivered separately, after the customer or a third party other than the carrier and designated by the customer, has physically taken possession of the last good.

In accordance with article 4 of the Consumer Contract Act, the right to withdraw cannot notably be exercised for orders which concern:

The supply of goods made to the customer's specifications or which have been clearly personalised;
Goods which have been unsealed by the consumer and which cannot be returned due to hygiene or health protection reasons.

The customer must use the withdrawal form at the bottom of these General Terms of Sale or any other unequivocal declaration for notifying the decision to withdraw before the expiry of the withdrawal period and send it to BERLUTI - Customers Service, LVMH customers services 3-16, HAYABUSACHO, SUMITOMOHANZOMON BLDG. 3F. CHIYODA-KU, TOKYO, 102-0092 Japan, or by email to client@jp.berluti.com, or via the form ""Contact us by e-mail"" available on the website www.berluti.com.

The customer can choose between one of the following methods in order to return the articles received:

- Either a free collection service from an address chosen by the customer in the same country it was delivered to. The customer must contact at: client@jp.berluti.com within the above-mentioned fourteen (14) day time limit from notification by the customer of the exercise of his or her right of withdrawal, to fix an appointment (date and time slot) for BERLUTI to collect the article(s). BERLUTI's Quality Department will examine the returned articles beforehand. The customer will be notified of the refund, or the reasons for refusing the refund and the conditions for returning the articles by Customer Services within a period of 10 working days from the time of removal of the products and in any case, within a maximum period of 14 days from the notification by the customer of the exercise of his or her right of withdrawal.

The sums paid by the customer will be refunded using the payment method used for the article(s) by crediting the customer's bank account for the credit card used for the payment.

Furthermore, the right of withdrawal concerning a gift exclusively applies to the customer and cannot be exercised by the recipient of the gift in anyway.

The customer must always return the articles delivered in their original packaging, complete (boxes, accessories, protection, labels, booklets etc.) and accompanied by the return voucher. Articles which are returned incomplete, spoiled, damaged, deteriorated, dirty or in any other condition which reasonably suggests that they have been used or worn will not be reimbursed or exchanged and will be returned to the customers. Your liability is only incurred for the depreciation of the good resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of the good. For example the soles of shoes must also be intact and it is therefore highly recommended to try out BERLUTI shoes on a carpet or a rug."

ARTICLE 9: NO EXCHANGES

Apart from the right of withdrawal provided for in article 8 above, the customer is informed that BERLUTI does not exchange articles.

ARTICLE 10: CONFORMITY - GUARANTEE - AFTER SALES SERVICE

"The customer must check that the articles which are delivered correspond to the order. If the articles delivered do not correspond to the customer's order, the customer must immediately inform BERLUTI's Customer Services mail at client@jp.berluti.com.

BERLUTI remains liable for lack of conformity of the good object of the contract and hidden defects of the good sold under the conditions of articles 570 of the Civil Code.

When acting as a legal warranty of conformity, the customer:

- has a period of 1 year from the delivery of the good to act;
- may choose between repairing or replacing the good, subject to the cost conditions laid down in article 570 of the Civil Code;
- is exempt from proof of the lack of conformity of the good during the 12 months following the delivery of the good.

The legal warranty of conformity applies irrespective of the commercial warranty granted.

The customer may decide to implement the warranty against the hidden defects of the sold good within the meaning of article 570 of the Civil Code, in which case he or she may choose between the cancellation of the sale, or the reduction of the sale price.

Commercial warranty

Apart from the commercial warranty, BERLUTI remains bound by the legal warranty of conformity and that relating to defects of the good sold under the conditions laid down.

'The seller delivers a good which conforms to the contract and is liable for the defects of conformity existing on delivery. The seller is also liable for defects of conformity resulting from packaging, assembly and installation instructions when the seller is responsible for them under the contract or they were written under his liability.'

"In order to conform to the contract the good must:

1° be fit for the use normally expected of a similar good and if necessary:

match the description given by the seller and possess the qualities which the seller presented to the purchaser in the form of a sample or model;

possess the qualities which a purchaser can legitimately expect with respect to the public declarations made by the seller, by the producer or by its representative especially in advertising or labelling;

2° Or have characteristics which have been agreed by the parties or be fit for any specific use sought by the purchaser, which the seller has been informed of and agreed».

"The action for non-conformity is barred 1 year after the good is delivered.""

""Where the buyer asks the seller, during the course of the commercial warranty granted to him at the time of the acquisition or repair of tangible property, a refurbishment covered by the warranty, any period of immobilization of at least seven days shall be added to the warranty's still remaining term.

This period shall run from the buyer's request to intervene or the making available for repair of the good in question, if such availability is subsequent to the request for intervention."

Article 570 of the Civil Code, first subparagraph:

"The purchaser must bring the action for hidden defects within 1 years of the discovery of the defect."

After-Sale Service

BERLUTI proposes an after sales service for its products. The Customer can contact the Customer Services by mail at client@jp.berluti.com or go to one of BERLUTI's stores to obtain more information on this service."

ARTICLE 11: COMPLAINTS – INFORMATION

Customers must contact BERLUTI's Customer Services (SUMITOMO, HANZOMON BLDG. 3F.3-16, HAYABUSACHO, CHIYODA-KU, TOKYO, 102-0092 Japan) by mail at client@jp.berluti.com, or on the website using the "contact us", form by stating the order number, if required, concerning any information complaint or question relating to the BERLUTI's terms for distance sales or the articles themselves.

ARTICLE 12: ELECTRONIC FILES - PROTECTION OF PRIVACY

"The BERLUTI companies collect and process their customers' personal data as part of their management and follow up of orders placed with the Customer Services or on its website www.berluti.com. You can obtain the name and address of the processing entity in your jurisdiction by visiting our website berluti.com or by sending an email to client@jp.berluti.com. This data is intended for BERLUTI's staff whose functions permit them to know this information and authorised third parties, to process and follow up the customer's demands or orders, to serve the customer, and to prevent any fraudulent use of the customer's means of payment or identity.

In accordance with the data protection laws (Data Protection Act mentioned above, EU Data Protection Regulation dated 27 April 2016 and any implementation national law), any person whose data is processed is entitled to oppose, for justifiable reasons, and has a right to access and to rectify and to limit and delete the data concerning them which are no longer relevant, a right to data portability, a right to object at any time to the use of the data for commercial purposes, as well as a right to communicate instructions concerning the fate of his or her data after death. These rights can be exercised in accordance with the terms of the "Confidentiality Policy" of this website available at the below address.

When creating or consulting their Internet accounts, customers can opt to receive BERLUTI's offers or be informed of promotions, especially by email. If a customer wishes to stop receiving offers, the customer can unsubscribe by clicking the dedicated link in the email, or by modifying his or her account on the www.berluti.com website.

We take the protection and security of our information systems very seriously. Tools have been created to enable us to detect any security vulnerabilities. These tools may necessitate our security teams having occasional access to personal data. These data will be collected and processed exclusively for managing these vulnerabilities in compliance with the legislation which applies to the protection of personal data

For further information concerning the processing of personal data by BERLUTI, including the recipients of the data, the conditions of transfer, the retention duration of the data, etc. please refer to the BERLUTI Privacy Policy."

ARTICLE 13: INTELLECTUAL PROPERTY RIGHTS

The 'BERLUTI' trademark and all the trademarks whether figurative or not and in general all other trademarks, illustrations, images and logotypes appearing on BERLUTI articles, their accessories or their packaging whether registered or not, are and will remain BERLUTI's exclusive property. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logotypes on any medium whatsoever without BERLUTI's prior express agreement is strictly prohibited. The same also applies for any combination or conjunction with any other trademark, symbol, and logotype and in general any distinctive sign intended to form a composite logo. The same will also apply to all copyright, designs and drawings, and patents which are BERLUTI's property.

ARTICLE 14: FORCE MAJEURE

BERLUTI's performance of all or part of its obligations will be suspended if a fortuitous event or a force majeure occurs which interfered with or delayed the performance. BERLUTI will inform the customer of a fortuitous event or force majeure within seven (7) days of its occurrence. If this

suspension lasts more than fifteen (15) days the customer can terminate the order in progress and will receive a refund within 10 days from the termination.

ARTICLE 15: DISPUTES - GOVERNING LAW

"These General Terms of Sale are subject to Japanese law. In the event of a difficulty concerning the order or the delivery of products, the customer will be able to seek an out-of-court settlement before any legal action is taken, in particular with the assistance of a Consumers' Agency or any other adviser chosen by the customer, or to have recourse to any other alternative method for settling disputes. Any dispute which may arise from the interpretation or performance of the General Terms of Sale and its consequences will be for the exclusive jurisdiction of the Tokyo district courts. The consumer can especially initiate the mediation process via the online dispute settlement platform developed and managed by the European Commission."

ARTICLE 16: WASTE SORTING

"Our shoes and ready to wear articles can be the subject of waste sorting instructions: please refer to www.lafibredutri.fr for more information on instructions for textiles and shoes. You will also find the location of the nearest collection point.

Our packaging can also be the subject of waste sorting instructions: www.consignesdetri.fr

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract).

For the attention of BERLUTI - Customer Services, SUMITOMO HANZOMON BLDG. 3F. ,3-16, HAYABUSACHO, CHIYODA-KU, TOKYO, 102-0092 Japan or by email to the address client@jp.berluti.com, or using the "Contact us by email" accessible on the www.berluti.com website"

"Withdrawal form

I/We [*] hereby notify my/our [*] intention to withdraw from the contract concerning the sale of the good below/ the services [*]

Good _____ [reference] _____

Ordered the [*]/received the [*] : _____

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only for a hard copy of this form)

[*] Delete as appropriate"

ARTICLE 17: SPECIAL TERMS OF SALE FOR PERSONALISED ARTICLES

"BERLUTI can propose personalised offers on order for certain products. The customer can have access to this offer: (i) by clicking on the menu "Personalisation" and then on "Personalise your product", (ii) by clicking on the brush tool displayed at the upper right corner of the product visual on category pages, (iii) or by clicking on "Personalize" on product pages.

The Special Terms of Distance Sales for these products are set out below. All the provisions of the General Terms of Sale above which are not modified by the Special Terms continue to apply.

Article 1: Order Procedure

As an exception to article 4 of the General Terms above:

- Orders for personalised articles can only be placed via the www.berluti.com website. The customer is informed that the design selections on the website will only be recorded for the duration of the session. If the customer suspends the session before finalising the order, he or she will be asked to log on again for a new session and to start the design choices again from the beginning.

Once the order has been validated by the customer on the website, the customer's bank details are taken, but the amount of the order will only be debited when the items are dispatched. The customer then receives an email confirming the shipment of the articles.

Article 2: Delivery

As an exception to article 7 of the General Terms above:

- the personalised articles will be delivered within three (3) weeks from the day after the order, at the latest, subject to the full payment of the price.
- The customer is informed that no partial delivery will be done by BERLUTI. If the customer wishes to order a personalized item along with a non-personalized one, both items will be shipped together within the next 3 weeks at the latest.

Article 3: Returning and exchanging personalised articles

Because of their clearly personalised and/or made on request nature, the articles referred to in these Special Conditions cannot be refunded or exchanged. Consequently article 8 of the General terms above does not apply to these personalised and/or made on request articles. However the customer continues to benefit from the guarantees in article 10 of the General Terms above."