

GENERAL TERMS AND CONDITIONS OF SALE – ORDER OF HAUTE COUTURE CREATIONS

1. IDENTIFICATION OF THE SELLER

These General Terms and Conditions (“GTC”) are those of **GIVENCHY CORPORATION**, a Delaware corporation with a business address of 19 East 57th Street 8th Floor New York, NY 10022 (“GIVENCHY”).

2. SCOPE AND ACCEPTANCE OF THE GTC

These GTC apply to Haute Couture pieces sold by GIVENCHY (“Creation”) and govern the relationship between GIVENCHY on one hand, and the Haute Couture client (the “VIC”) on the other hand.

3. TERMS OF THE ORDER TAKING

3.1. Before ordering a Creation, the VIC shall book an appointment during which the VIC will get the possibility to obtain a free quote for such Creation without any obligation to buy. Such quote will be submitted along with these GTC either during the appointment or by e-mail to the VIC and will remain valid during sixty (60) calendar days from its sending date to the VIC (unless otherwise indicated in the quote). Beyond this deadline, the order shall be subject to a new quote. Once dated and duly executed by the VIC, the quote shall be remitted to GIVENCHY. Upon receipt by GIVENCHY of said duly executed quote, the order becomes firm, final and binding and implies full unreserved acceptance of these GTC.

3.2 Descriptions of the Creation(s) are given as an indication. The Creation may be modified according to the specifications and adjustments requested by the VIC or made necessary for technical reasons without making GIVENCHY responsible in any way in this regard and without affecting the regularity or validity of the sale. Any order change requested by the VIC will result in a new quote and will be implemented only after receipt of the duly executed new quote.

3.4 GIVENCHY shall be entitled to refuse any order placed by a VIC for any reason, including with whom there is any kind of dispute including relating to the payment of a previous order.

4. PRICE, PAYMENT & ACCEPTED METHOD OF PAYMENT

4.1 Prices indicated are in US dollars with sales tax or equivalent excluded. Such prices include regular fittings services (in Paris or at the VIC location in the US) but do not include (i) any modifications to the Creation(s) that may be requested by the VIC and that will be charged in addition and (ii) any transportation, insurance (if any), customs expenses related to the delivery of the Creation (iii) applicable sales tax. All these fees will be billed to the VIC in addition to the price of the Creation(s) and will be subject to a separate quote.

4.2 The VIC will pay a fifty (50%) deposit, the amount of the price without sales taxes of which will be specified on the quote upon the order's execution and in any case no later than thirty (30) days following such signature by the VIC of the quote. The tailoring/realization of the Creation(s) can only begin once the payment of the deposit has been duly received by GIVENCHY. The balance of the order must in any case be paid in full at the latest when the Creation(s) is ready to be delivered. Creations will not be delivered to VIC unless the balance is paid in full.

4.3. The deposit and the balance of the order can be paid through Pay by link, by credit cards (American Express, Visa, Mastercard, JCB, CUP, Maestro), Diners, Discover, Alipay, Wechat Pay and wire transfer. In the event of non-payment by the VIC of the balance within a period of fifteen (15) calendar days upon written notification from GIVENCHY, served by registered letter with acknowledgment of receipt, and non-payment remains uncured, GIVENCHY reserves the right to terminate the order to the exclusive fault of the VIC. In such a case, the deposit paid will be retained by GIVENCHY and the total remaining balance due will become immediately payable to GIVENCHY by VIC. The foregoing is without prejudice to rights and claims of GIVENCHY, all of which are being expressly reserved.

5. RESERVATION OF OWNERSHIP

5.1. The Creation(s) ordered remain the full property of GIVENCHY until full payment has been received by GIVENCHY, in principle, costs, taxes and compulsory contributions included.

5.2. Notwithstanding the aforesaid, the VIC assumes the risks (including loss, theft, or damage) associated with the Creation(s) upon either (i) the delivery of the Creation(s) in person to the VIC (or to any person designated by the VIC), or where applicable (ii) the delivery of the Creation(s) to the carrier commissioned by GIVENCHY on behalf of the VIC or directly commissioned by the VIC.

6. CREATIONS PICK UP/DELIVERY

The Creation(s) will be (i) delivered in person to the VIC (or any other person designated by the VIC), or (ii) delivered to the VIC at the shipping address specified on the quote or any other shipping address notified in writing to the attention of the Haute Couture Department of GIVENCHY.

7. NO CANCELLATION -NO RETURN, EXCHANGE NOR CREDIT NOTE

The Creation being a clearly personalized and made-to-order piece according to VIC's specifications, it cannot be cancelled by the VIC for any reason whatsoever nor returned for exchange nor for credit and/or refund.

8. INTELLECTUAL PROPERTY

As between GIVENCHY and the VIC, GIVENCHY remains the exclusive owner of all intellectual property rights in both the Creation(s) and any drawings proposed to the VIC. These GTC do not imply any transfer of the aforesaid rights to the benefit of the VIC on the Creations.

9. WARRANTIES

9.1 All Products sold by GIVENCHY are subject to a limited warranty against defects in material or workmanship under normal use for a period of 24 months from the date of Product delivery.

9.2 The VIC may choose between repair or replacement of the Product (unless one of these choices results in a cost that is disproportionately high for GIVENCHY). If a repair or replacement of the Product is not possible, the VIC may have the price paid refunded and return the Product or keep the Product and be refunded a portion of the price paid (such amount to be determined by GIVENCHY in its reasonable and sole discretion).

9.3 The repair or replacement of the Product shall be carried out at no cost to the VIC and shall not prevent any awarding of damages in the event that the VIC may be entitled thereto.

To take advantage of this warranty the VIC must contact GIVENCHY Haute Couture Department so that the latter may organize the terms of return of the Product concerned. All other express or implied warranties, including the warranty of merchantability or fitness for a particular purpose, are expressly disclaimed.

10. PRIVACY & PERSONAL DATA

10.1 As part of the management and follow-up of orders placed through GIVENCHY, the latter collects and processes the personal data relating to the VIC. This information, intended for persons authorized by their position to have knowledge of it within GIVENCHY and, where appropriate, for authorized third parties (which includes the Haute Couture atelier based in Paris and operated by GIVENCHY SA, 3 avenue George 75008 Paris- France) , is necessary for the processing and following-up of VIC's requests or orders, in order to better respond to his/her expectations.

10.2 As part of the delivery of the Creation(s) during the pick-up of the Creation(s) within the premises of GIVENCHY, the latter may be required to carry out a verification of the government issued identity document of the VIC (or of the person designated by the VIC in writing to pick up his/her order).

All personal data collected by GIVENCHY for the sale of the Creation will be governed by the terms of the privacy policy available at <https://www.givenchy.com/us/en-US/privacy-policy.html>. To exercise your rights in accordance with data

protection laws, please send us an email to mydata@givenchy.com.

11. FORCE MAJEURE

The performance by GIVENCHY of all or part of its obligations will be suspended in the event of an event of force majeure which would hamper or delay its performance. GIVENCHY will inform the VIC of such event of force majeure within seven (7) calendar days of its occurrence. Should this suspension continue beyond a period of thirty (30) calendar days, and no alternative solution with GIVENCHY could be found, the VIC would then have the option to cancel the order in progress and the VIC would then be refunded its entire deposit or purchase price paid as soon as reasonably possible thereafter.

12. LIMITATION OF RESPONSIBILITY

In no event shall GIVENCHY be liable for any damages that are not a result of GIVENCHY failing to fulfill one of its obligations under these GTCs.

13. INFORMATION

For any request on an order, the VIC can contact the Haute Couture Madison store contact jonathan.araujo@givenchy.com or by phone + 1 347 601 7957 or the Haute Couture Department directly via email haute couture@givenchy.com.

14. APPLICABLE LAW & DISPUTES

14.1 These GTC shall be governed and interpreted in accordance with the laws of the State of New York. In the event of a dispute arising from the application and/or interpretation of these GTC, the VIC has the option, before any legal action, to seek an amicable solution with GIVENCHY. Notwithstanding the foregoing, in the event of a dispute, the dispute will be resolved in a court of competent jurisdiction in the State of New York.