

GENERAL TERMS AND CONDITIONS OF SALE – ORDER OF CUSTOMIZED OR MTO PRODUCTS

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

GIVENCHY offers made to order services for some specific products (the "Product(s)"). These GTC apply to all sales of Products and govern the relationship between GIVENCHY on one hand, and the CLIENT who signed the purchase order form defined below (the "CLIENT") on the other hand.

3. TERMS OF THE ORDER TAKING

3.1 At the occasion of a special event, the CLIENT will get the chance to choose a Product(s) on a selection of five (5) in the range of sizes offered, i.e. between 34 and 44. Once the CLIENT's choice has been made and upon collection of CLIENT measurements by GIVENCHY, GIVENCHY will issue a purchase order form subject to the present GTC (the "POF"). The POF dated and signed in duplicate by the CLIENT will be given to the GIVENCHY sales consultant. As of its signature by the CLIENT, the order becomes firm and final and implies full and unreserved acceptance of these GTC.

3.3 The POF shall mention the Products chosen by the CLIENT and the selected size.

3.4 GIVENCHY shall be entitled to refuse any order placed by a CLIENT with whom there is a dispute relating to the payment of a previous order.

4. PRICE, DOWN PAYMENT & ACCEPTED METHOD OF PAYMENT

Prices indicated are in American dollars taxes included.

4.2 The CLIENT will pay a deposit, the amount of which will be specified on the POF. The balance of the order must in any case be paid in full at the latest when the Product(s) is delivered. The deposit and the balance of the order can be paid by credit cards (American Express, Visa, Amex, Mastercard, JCB, CUP, Maestro), Diners, transfer and credit.

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

5. PRODUCT PICK UP/DELIVERY

5.1 The indicative availability/delivery time will be provided to the CLIENT within fifteen (15) days following the signature of the POF and the payment of the deposit, it being already specified that Product(s) not comprising embroidery elements can be delivered within three (3) to six (6) months and that Product(s) comprising embroidered elements can be delivered within six (6) to eight (8) months.

5.2 GIVENCHY will keep the CLIENT informed in the event of an extension of this period made necessary by the nature of the Product(s) and the specific manufacturing conditions. The CLIENT acknowledges that the regularity of the sale cannot be disputed, and that GIVENCHY cannot be held liable for this reason.

5.3 Once the Product(s) have been manufactured, GIVENCHY will inform the CLIENT in writing of the date of availability at a Givenchy Atlanta Boutique. The CLIENT will then be invited to make a fitting of the Product(s) and, if necessary, carry out simple and minor alterations to the Product(s).

5.4 Once the final alterations have been made, the CLIENT must settle the payment of the order according to the terms provided for in Article 4 and this within a maximum period of five (5) working days. Upon receipt of payment for the Product(s), delivery will be organized in an Atlanta Boutique. GIVENCHY and the CLIENT may possibly agree on other delivery terms, the conditions of which will be set at GIVENCHY's discretion.

6. AVAILABILITY-NO RETURN, EXCHANGE NOR CREDIT NOTE

6.1 Orders will be processed within the limits of GIVENCHY's available stocks and/or materials. In the event of cancellation of the order by GIVENCHY for this reason, the amount of the advance paid by the CLIENT will be refunded.

6.2 GIVENCHY reserves the right to limit the quantity of Products that can be purchased by a CLIENT, in accordance with the applicable Law.

6.3 The Product(s) ordered may undergo modifications made necessary for technical reasons without GIVENCHY being held liable or the regularity of the sale being disputed.

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

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

7.2 In the event of cancellation of the order and/or non-payment by the CLIENT of the balance within a period of fifteen (15) calendar days upon written notification of the GIVENCHY Maison served by registered letter with acknowledgment of receipt and remained without cure, GIVENCHY Maison reserves the right to terminate the order to the exclusive fault of the CLIENT, the deposit paid will be retained by GIVENCHY Maison, the foregoing is without prejudice to rights and claims of GIVENCHY Maison, all of which being expressly reserved.

8. INTELLECTUAL PROPERTY

As between GIVENCHY and the CLIENT, GIVENCHY remains the exclusive owner of all intellectual property rights on the Product(s). These GTC do not imply any transfer of the aforesaid rights to the benefit of the CLIENT on the Product(s).

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 CLIENT 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 CLIENT 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 CLIENT and shall not prevent any awarding of damages in the event that the CLIENT may be entitled thereto.

To take advantage of this warranty the CLIENT 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 CLIENT. 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 CLIENT'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 CLIENT (or of the person designated by the CLIENT 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 CLIENT 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 CLIENT would then have the option to cancel the order in progress and the CLIENT 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 CLIENT can contact the customer service to the following contact details: +1 833 908 0147; e-mail: contact.us@givenchy.com. Our team is available Monday to Friday from 10:00 am to 9:00 pm and Saturday from 10:00 am to 7:00 pm (Eastern time) to answer your questions in English or Spanish.

14. APPLICABLE LAW & DISPUTES

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 CLIENT 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.