

MANOLO BLAHNIK

This document is an English translation of the General Conditions in Italian at the Boutique for reference purposes in the case of non-native Italian-speaking Customers. In the event of any conflict between the two versions, the General Conditions in Italian shall prevail for all purposes and effects.

GENERAL TERMS AND CONDITIONS OF SALE

Last updated: September 2025

These general terms and conditions of sale ("**General Conditions**") govern the sale to end customers ("**Customers**") of footwear and accessories under the "Manolo Blahnik" brand ("**MB Products**") marketed by Manolo Blahnik Italy S.r.l., with registered office in Via Bocchetto 6, 20123 Milan (MI), Italy, tax code, VAT number and Milan Companies Register number 13217830960 ("**MB**" or "**Company**") at a boutique located in Italy ("**Boutique**").

1. Subject matter and scope of application

- 1.1. These General Conditions apply to all sales concluded at the Boutique relating to MB Products.
- 1.2. Unless otherwise specified, the General Conditions apply to all Customers, whether they are (i) "consumers", as defined in article 3, paragraph 1, letter a) of the Consumer Code as per Legislative Decree no. 206 of 6 September 2005 (*i.e.*, natural persons acting for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out), or (ii) "professionals", as defined in article 3, paragraph 1, letter c) of the Consumer Code (*i.e.*, natural or legal persons acting in the exercise of their entrepreneurial, commercial, craft or professional activities, or their own intermediary).
- 1.3. With regard to Customers who qualify as "consumers", the General Conditions shall be understood without prejudice to the mandatory provisions of the Consumer Code, where applicable. For the sake of clarity, sales of MB Products concluded at the Boutique constitute contracts concluded on the Company's business premises, with the consequent inapplicability of the rules relating to distance contracts and contracts negotiated away from business premises referred to in articles 49 *et seq.* of the Consumer Code.

2. How to enter into the Contract

- 2.1. The presentation of MB Products at the Boutique constitutes an offer to the public pursuant to article 1336 of the Italian Civil Code and is not a binding contractual proposal.
- 2.2. The purchase request made by the Customer, by selecting the MB Product and presenting it at the cash desk for payment, constitutes a contractual proposal.
- 2.3. The contract of sale is therefore considered concluded, pursuant to these General Conditions, upon acceptance of the purchase request made by the Customer by the Company, which takes place with the issuance of the receipt or purchase receipt, and the simultaneous delivery of the Product to the Customer upon payment of the Price, as defined below (this purchase request, as supplemented by the General Conditions, is hereinafter referred to as the "**Contract**").

3. Price, payment methods, delivery and transfer of title

- 3.1. The price of MB Products is that displayed at the Boutique from time to time and includes VAT and any applicable taxes ("**Price**").

3.2. The applicable Price is that indicated at the time of purchase and shown on the receipt. The Company reserves the right not to proceed with the sale of the MB Product if a price other than the actual sale price has been incorrectly indicated at the Boutique.

3.3. The Customer acknowledges and accepts that the Price may be subject to change at any time; however (even where previously established), any changes in Price shall not affect Contracts for which the Customer has already paid the Price in full.

3.4. Upon conclusion of the Contract, payment of the Price by the Customer must be made in full at the time of purchase of the MB Products, using the payment methods accepted at the point of sale (cash within the limits of the law, debit/credit cards, electronic payments or other instruments that may be available).

3.5. Deferred payment methods are not permitted.

3.6. MB Products will be delivered to the Customer at the Boutique only after (and on condition that) the Customer has paid the Price in full.

3.7. Ownership and risk of loss or damage to MB Products shall pass to the Customer upon physical delivery of the MB Product to the Customer.

4. Invoicing

4.1. In accordance with current legislation, the Company issues a receipt or invoice for each purchase made by the Customer.

4.2. If the Customer wishes to receive an invoice, they must expressly request it at the time of purchase and in any case no later than the payment stage, providing all the necessary data (name/company name, full address, tax code and/or VAT number, unique SDI or PEC address for electronic invoicing, etc.).

4.3. Failure to provide the necessary information within the above-mentioned timeframe will make it impossible to issue an invoice. In this case, only the receipt/commercial sale receipt will be issued.

4.4. The invoice will be issued in electronic format in accordance with current legislation. A courtesy copy may be sent to the Customer at the email address provided at the time of purchase.

5. Right of withdrawal and return and refund policies

5.1. The purchase of an MB Product at the Boutique does not fall within the scope of articles 52 et seq. of the Consumer Code; therefore, the Customer does not benefit from the right of withdrawal provided for distance contracts or contracts negotiated away from business premises. For greater clarity, the right of withdrawal referred to in articles 52 et seq. of the Consumer Code is a mandatory legal right that applies exclusively to distance contracts and contracts negotiated outside business premises, while the right of return referred to in article 4.2 below constitutes a voluntary commercial policy of the Company.

5.2. Without prejudice to the foregoing and without prejudice to the provisions on the legal guarantee of conformity set out below, the Company conventionally guarantees the Customer the right to return the MB Product purchased in accordance with its return and refund policy available at the Boutique only if the MB Product is returned no later than 14 days from the date of purchase, upon presentation of the receipt and provided that the MB Product has not been used, is intact in all its parts and is returned in its original packaging, which is considered an integral part of the MB Product.

5.3. In order for the Company to accept a return from the Customer in relation to the purchase of MB Products that are footwear, the same must be tried on by the Customer on a soft surface, such as carpet, to protect the soles, which will be checked by the Company at the time of return for the purposes of and as a condition of the relevant refund.

5.4. Refunds will be made using the original payment method. In the case of purchases made in cash, refunds will be issued via electronic payment. In the case of purchases made using a gift voucher, a new gift voucher will be issued. Vouchers are non-transferable and must be used by the original Customer.

5.5. The Company does not accept returns of MB Products purchased during special sales, or in application of promotions and/or sales, as well as in the case of MB Products which, where requested by the Customer and accepted by the Company, have been made to measure, made to special order or clearly tailored or which, by their nature, have been delivered to the Customer sealed and cannot be returned for hygienic reasons or reasons related to health protection and have been opened after purchase. Furthermore, MB Products cannot be returned if they are used, damaged and/or without the tags attached at the time of sale.

5.6. Without prejudice to the above, the Customer is required to check the MB Products upon delivery at the Boutique. If the Customer finds obvious defects, damage or non-conformities in the MB Products upon delivery, they must immediately report them to the Boutique staff before leaving the premises. In this case, the Company will, at its discretion, replace the MB Product with a compliant product or refund the full Price paid.

5.7. Failure to report obvious defects upon delivery will result in the presumption of acceptance of the MB Products by the Customer, without prejudice to the application of the legal guarantee of conformity referred to in article 6.

6. Size exchange

6.1. Without prejudice to the provisions of the preceding paragraphs, within and no later than 14 days from the date of purchase of an MB Product, the Customer may also request a size change for the MB Product purchased, at no additional cost, provided that the MB Product meets, *mutatis mutandis*, the same conditions set out in these General Terms and Conditions for the purposes of exercising the right of return referred to in article 5 above.

6.2. The exercise of the right to change size is in any case subject to the availability of the new size requested by the Customer at the Boutique.

7. Legal guarantee of conformity

7.1. The sale of MB Products to Customers who qualify as “consumers” is subject to the legal guarantee under the Consumer Code.

7.2. The Company is liable for any lack of conformity that becomes apparent within 2 (two) years from the date of delivery of the MB Products. Any direct action by the Customer to assert a lack of conformity not maliciously concealed by the Company shall, in any case, be time-barred within 26 (twenty-six) months from the date of delivery of the Products.

7.3. In the event of a lack of conformity of MB Products, the Customer shall be entitled to have them restored to conformity, free of charge, by repair or replacement, within a reasonable period of time from the moment the Company was informed by the Customer of the lack of conformity. This remedy may be requested by the Customer, unless this is impossible or imposes disproportionate costs on the Company, taking into account all the circumstances of the case, including (i) the value that the aforementioned MB Products would have if there were no lack of conformity and (ii) the extent of the lack of conformity.

7.4. Where (i) the remedy of restoring the conformity of MB Products is impossible or disproportionate, (ii) the Company has not restored the conformity of MB Products in line with the provisions of this article, (iii) a lack of conformity occurs despite the Company’s attempt to restore the conformity of MB Products,

(iv) the lack of conformity is so serious as to justify an immediate reduction in price or termination of the Contract, or (v) the Company has declared that it is unable to make the MB Products compliant with within a reasonable time or without significant inconvenience to the Customer, the latter shall be entitled to receive a proportional reduction in the Price in accordance with the following article 7.5 or to terminate the Contract in accordance with the following article 7.6 .

7.5. The refund of the aforementioned reduction in the Price of the MB Products shall be made by the Company: (i) without undue delay and, in any case, within 14 days from the date on which the Company was informed of the Customer's decision to receive a reduction in the Price in accordance with this article and (ii) using the same means of payment that the Customer used to pay for the Products in accordance with article 3.4 , unless the Customer expressly agrees otherwise and provided that the latter does not incur any expenses in relation to such refund. For purchases made in cash, refunds will be processed by electronic payment.

7.6. In the cases referred to in article 7.4 above, the Customer may also terminate the Contract by means of a statement expressing their decision to do so, to be communicated to the Boutique. Without prejudice to the foregoing, the Customer acknowledges and accepts that they may not terminate the Contract if the lack of conformity of the MB Product is minor.

7.7. The sale of MB Products to Customers who qualify as "professionals" is subject to the warranty for defects referred to in articles 1490 et seq. of the Civil Code.

7.8. The legal guarantee of conformity does not cover normal wear and tear or accidental damage and shall lapse in the event of alterations and/or repairs carried out by third parties.

8. Limitation of liability

8.1. Except in cases of wilful misconduct and gross negligence and to the extent permitted by applicable law, the Company's liability with regard to MB Products purchased by the Customer shall be limited exclusively to the Price of the same.

9. Intellectual property rights

9.1. All intellectual property rights in any MB Product are owned by the Company or its respective licensors.

9.2. No provision of these General Terms and Conditions confers upon the Customer any rights in relation to the intellectual property rights of the Company, Mr. Blahnik Rodriguez or their respective licensees.

9.3. The Customer acknowledges and accepts that the trademarks and trade names (including, by way of example and without limitation, the name "Manolo Blahnik" in all its versions) under which the Company conducts its business are owned by Mr Blahnik and/or the Company and their respective affiliates. This ownership extends to all logos, designs, symbols, emblems, signs, slogans, copyrights, patents, know-how, information, designs, projects and other distinctive signs (registered or registrable), as well as all other present and future intellectual property rights of any nature owned or otherwise available to Mr Blahnik and/or the Company and its affiliates.

10. Protection of personal data. Video surveillance and security

10.1. The Customer's personal data will be processed in accordance with the personal data processing policy adopted by the Company pursuant to article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") available at the Boutique.

10.2. The Boutique is equipped with a video surveillance system to ensure the safety of the premises, staff and Customers, as well as to prevent theft and vandalism.

10.3. The Customer acknowledges that access to the Boutique involves the acquisition of their image by the video surveillance system. Personal data collected through video surveillance will be processed by the Company in accordance with current legislation on the protection of personal data and for the security purposes indicated above.

10.4. Video recordings are kept for the time strictly necessary for the purposes for which they are collected and in any case no longer than the terms provided for by current legislation. The Customer may exercise the rights provided for by the legislation on the protection of personal data in accordance with the procedures indicated in the privacy policy available at the Boutique.

11. Ethical procurement policy

11.1. The Company is committed to providing its Customers with high-quality products and to ensuring that its suppliers adopt ethical behaviour in accordance with international standards on human rights, health and safety.

11.2. The Company requires all suppliers to maintain a working environment that safeguards the health and safety of employees and respects fundamental human rights. In particular, suppliers are required to comply with applicable national labour legislation, with reference, by way of example and without limitation, to (i) minimum age for employment, (ii) free choice of employment, (iii) health and safety in the workplace, (iv) freedom of association and the right to collective bargaining, (v) prohibition of discrimination, (vi) prohibition of inhuman or degrading treatment, (vii) working hours, and (viii) remuneration and conditions of employment.

11.3. The Company does not and will not knowingly authorise the procurement of products or materials from countries or entities that violate the principles set forth in this article.

11.4. The Company also requires its suppliers to ensure that the above principles are respected in their relationships with their sub-suppliers and, more generally, throughout the entire supply chain.

11.5. The Company recognises that it is not always possible to directly monitor and control the conditions of each individual involved in the production of its products; however, the Company undertakes to take all reasonable measures to support and promote respect for the rights of those involved in the production and supply of MB Products.

11.6. The Company guarantees that all MB Products sold at the Boutique are authentic, original and comply with the quality standards of the Manolo Blahnik brand.

11.7. The Customer acknowledges that MB Products are made with fine materials and traditional craftsmanship techniques that may result in natural variations in aesthetic characteristics, which do not constitute defects but are an expression of the uniqueness and craftsmanship of the product.

12. General provisions

12.1. The Customer is prohibited from assigning or transferring, in whole or in part, the rights or obligations arising from these General Terms and Conditions or from any Contract. The Company reserves the right to assign or transfer to third parties, at any time, its rights and obligations arising from these General Terms and Conditions or from any Contract.

12.2. All communications and/or complaints addressed to the Company must be sent in writing by email to info@manoloblahnik.com or by registered letter with return receipt or other similar means that allows proof of receipt to be sent to the address indicated in the epigraph.

12.3. These General Terms and Conditions and any Contract entered into between the Company and the Customer shall have effect exclusively between the aforementioned parties.

12.4. Any failure or delay by the Company in exercising a right or remedy provided for in these General Terms and Conditions or in a Contract shall not constitute a waiver of such rights or remedies. Any

waiver of a specific breach shall only be valid if expressed in writing by an authorised representative of the Company and shall not be construed as a waiver of any further breaches, even of the same nature.

12.5. If any provision of these General Terms and Conditions is declared invalid, unlawful or unenforceable by a competent authority, the remaining provisions shall continue to be fully valid and effective.

12.6. The Company reserves the right to update and/or amend these General Terms and Conditions at any time, keeping the most up-to-date version available at the Boutique. Without prejudice to the foregoing, the Customer shall be subject to the General Terms and Conditions in force at the time of conclusion of the Contract.

12.7. These General Terms and Conditions and the documents expressly referred to therein constitute the entire agreement between the Company and the Customer in relation to the subject matter of the Contract and supersede any previous understanding, agreement or statement, written or oral, between the parties.

13. Applicable law and dispute resolution

13.1. These General Terms and Conditions and, consequently, the Contracts concluded between the Company and the Customers, are governed by and interpreted in accordance with Italian law.

13.2. Any dispute arising from the interpretation, validity and/or execution of these General Terms and Conditions and the related Contracts, if the Customer qualifies as a “consumer”, shall be subject to the mandatory territorial jurisdiction of the court of the Customer’s place of residence or domicile. If the Customer qualifies as a ‘professional’ or is resident or domiciled outside Italian territory, the Court of Milan shall have exclusive jurisdiction.