

## **TERMS OF SALE**

Last updated: November 2022 (Dedicated based on Global-e Version: 7.1)

As used in these Terms of Sale "Global-e", "we", "our" or "us" means the applicable [Global-e Contracting Party](#), as defined in the last paragraph of these Terms. Global-e is the sales facilitation and fulfilment partner of BVLGARI, the brand operating this e-commerce web-store ("**Store**" and "**BVLGARI**", respectively), where the products or services were made available to you for purchase through the checkout ("**Product**"). BVLGARI has an agreement with Global-e allowing Global-e to act, as the merchant of record, in Global-e's name and on behalf of BVLGARI.

These Terms define your legal relationship regarding the checkout, the placement of Orders for purchase of Product and the purchase thereof. By placing your order to purchase one or more Products (each, an "**Order**") through the checkout, you confirm that you have read and understood these Terms of Sale and our Privacy Policy (which is available on the checkout) (together, "**Terms**") in their entirety and you agree to be bound by them. If you do not agree to these Terms, please do not complete your order through the checkout.

Orders placed via the checkout are solely reserved for purchases made exclusively by individuals for their own personal use ("**Consumers**"). By placing an Order, you represent and warrant that the Order and the purchase of Products is strictly and solely for own personal use, and not for commercial activities.

By placing an Order, you confirm you are legally capable (in terms of age and mental capability) of entering into binding contracts per local legal requirements in the place where you reside.

Please print or save these Terms for future use as there is no warranty that they will remain accessible in future.

These Terms are entered into force in the English language and governed by it. You agree that any translation, if provided, is available for your convenience only.

### **1. BROWSING, CHECKOUT AND ACCEPTANCE OF ORDERS**

Orders are placed through the checkout by clicking on the "PLACE ORDER" button (or similar button). The characteristics of the Products you buy, as well as the price, Delivery Costs and Import Charges (if available for pre-payment), shall be those displayed to you on the checkout at the time of placing the Order. Please make sure you review your Order carefully, identify and correct any input errors prior to placing such Order.

There could be minor differences between the Products you eventually receive and their visual display on the Store or checkout (e.g. in relation to appearance / color / texture / finish) as all pictures and images of Product displayed are for illustrative purposes only. Please read the descriptions and details of the Products before placing the Order.

Where we provide dimensions and measurements in the description of each Product, the dimensions may vary slightly in real life, and it is your responsibility to ensure that the actual size of each Product is suitable for your purpose prior to submitting your Order (including whether there is appropriate and safe access to your delivery address for delivery of the Merchandise).

The information contained in these Terms, and the data contained on the Store and checkout, do not constitute an offer to sell, but rather an invitation to contract. Once you have placed an Order, it will be acknowledged via an email which will contain the relevant details of the Order. Please note, that e-mail does not constitute an acceptance of your Order to sell the Products – it is only an acknowledgement of the Order. Your Order is not accepted (and therefore no commitment to sell or provide you with the Products is made), and no contract for the sale of such Products will come into effect, until you receive an email explicitly stating that the Order has been accepted and confirmed ("**Order Confirmation**").

In certain circumstances your Order may be declined or cancelled (in full or in part), for example if the payment information you provided cannot be verified or if a Product is unavailable, in such event you will be refunded accordingly in accordance with these Terms (if the payment was processed successfully).

Order Confirmation is subject to fraud checks and other mandated regulatory checks (such as 'Denied Parties Screening'), and

certain Orders may be declined for those reasons. We also reserve the right to reject or cancel abnormal orders or any orders which are suspected to be placed in bad faith or orders which were not placed by Consumers (at our sole discretion). You may also be required to provide additional verifications and information before, and as a condition to, the acceptance of any Order (mainly if there is suspicion that the identity, address, email address and/or payment information were used fraudulently or in an unauthorized manner).

An Order may be cancelled (in full or in part) even after the Order Confirmation was sent, in case of actual or suspicious circumstances (related us, you or any third party) of a good faith, genuine or honest error, mistake or misunderstanding (an “**Error**”) where without such Error the Order would not have been accepted or sent and a contract to sell the Product(s) underlying the Order would not have been agreed to. An example could be a speciously low price for an item otherwise costing significantly more. In the event of such Error, your Order will be cancelled, and you will be refunded the amounts you actually paid. We will be under no obligation to honor an Order in such erroneous circumstances.

Quantity limits (per order, per address or otherwise) may apply in relation to certain Product, and exceeding Orders could be refused at any time, without notice.

We are not required to provide a reason for declining to accept any Order, though we may do so in our sole discretion.

If the payment method you selected for the Order supports pre-authorization mechanism (e.g. most credit/debit cards), then when you place the Order, the applicable amount will only be authorized, and you will be charged only after the Order Confirmation was triggered. Even if the Order is a ‘pre-order’ or a similar type of order that will be fulfilled under certain time conditions, the charge could be made prior to dispatch of Products, depending on the particulars of the pre-ordered Product. You are required to check the particulars of the pre-ordered items on the Store prior to placing your order.

If the payment method you selected does not support pre-authorization mechanism, the charge will be immediate upon placing the Order (noting however that specific payment methods may support a different timing and we may not know or be in control over such timing, if applicable). Please note that you will be charged the full Order amount even if the Order will be dispatched in parts.

When using PayPal/PayPal Express as a payment method (if available), the full amount of your purchase may be charged immediately following the placement of the Order. Pre-Payment shall not affect your legal rights under these Terms (including for example any right to refund). If shipping, delivery or fulfillment obligations cannot be performed (subject to these Terms), you will be notified (notably via email) and a refund of the pre-payment will be made without delay.

## **2. PRICE; EXCHANGE RATE**

You purchase the Products in your local currency. The checkout displays the price of the Product, any applicable sales taxes (such as Value Added Tax, Goods and Services Tax, Consumption Tax), international delivery costs and fees (“**Delivery Costs**”), and, if available for pre-payment, import duties, tariffs and similar costs and fees that may be imposed by the delivery destination (“**Import Charges**”).

In certain cases, the Product price may be inclusive of Delivery Costs and/or Import Charges (in full or in part) in the Product price. The Store or checkout will provide details about such offers, and will indicate if the price is inclusive of Import Charges before you complete and place the Order. such offers may change from time to time, and without any notice.

The price of Products may change as a result of exchange rate fluctuations regularly. The price of Products in your Order will be the price at the time you actually placed such Order, as displayed to you on the checkout.

## **3. TAXES AND IMPORT CHARGES**

You may be offered to pre-pay Import Charges on checkout. Not all Products and not all destinations support pre-pay of Import Charges, and we cannot guarantee that your Order will be eligible for such pre-payment.

Global-e may contract with customs brokers or a fiscal representatives to act on its or your behalf for the purposes of clearing the Order into the market. Your agreement to these Terms constitutes a consent and authorization for such customs broker or fiscal representative to act as your agent on your behalf to: (a) conduct transactions with the applicable authorities, (b) complete, submit and execute related documents on your behalf in connection with the import and clearance of Products, (c) facilitate payment of Import Charges; and (d) if applicable, return such Products (subject to these Terms).

IF IMPORT CHARGES WERE NOT PAID WHEN YOU PLACED YOUR ORDER, EITHER BECAUSE YOU SO ELECTED OR BECAUSE PRE-PAYMENT IS NOT AVAILABLE IN THE DELIVERY DESTINATION (OR ANY OTHER REASON): (A) YOU ARE ADVISED THAT THE AMOUNT OF IMPORT CHARGES DISPLAYED UNDER THE PRE-PAY OPTION ON THE CHECKOUT IS ONLY AN ESTIMATE AND MAY NOT REFLECT THE AMOUNT OF IMPORT CHARGES ACTUALLY CHARGED TO YOU BY THE BROKER, CARRIER OR THE RELEVANT AUTHORITY, WHICH SUCH AMOUNT MIGHT BE HIGHER THAN THE ESTIMATE; AND (B) YOU WILL BE FULLY RESPONSIBLE FOR PAYING ALL APPLICABLE IMPORT CHARGES DIRECTLY TO THE RELEVANT AUTHORITY AS DETERMINED AND ASSESSED BY SUCH AUTHORITIES. GLOBAL-E AND BVLGARI WILL HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THE FOREGOING. MOREOVER, IF YOU FAIL TO PAY IMPORT CHARGES WITHOUT REASONABLE REASON, CAUSING THE LIABILITY TO FALL ON US, THE CARRIER OR ANY THIRD PARTY (INCLUDING BVLGARI OR OPERATOR), THE AMOUNT OF SUCH IMPORT CHARGES MAY BE DEDUCTED FROM ANY REFUND OR OTHER AMOUNTS YOU MAY CLAIM.

You (and not Global-e or anyone on its behalf) will be fully responsible for claiming back any Import Charges from the applicable authority, no matter what the process of payment was thereof, to the extent possible, in cases of a returns or any other eligible circumstances. Global-e and BVLGARI will have no responsibility or liability in connection with such drawback claim.

If you elected not to pre-pay Import Charges, or failed to pay Import Charges, or refused to accept Product not in accordance with a due cancellation procedure under these Terms, in each case resulting with the Product being returned or need to be returned, then, in addition to the above, you may be liable for the return Delivery Costs and may not be reimbursed or refunded for Delivery Costs paid by you for making the delivery to you. You may also be charged with additional direct or indirect charges resulting from said failure or refusal.

**Canadian consumers placing an Order through the checkout to Canada:** you hereby consent to the following Power of Attorney, which is extended to our affiliated party, Global-e US Inc., that might be operating the order fulfilment on our behalf:

Global-e US Inc. is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from Global-e US Inc., I hereby authorize DHL Express (Canada), Ltd. an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my Product, account for duties and taxes, return Product to Global-e US Inc., and electronically submit refund claims on my behalf. Under the CREDITS program, I understand that the CBSA will send any refund of duties and taxes that were paid on the returned Product to the customs broker, and that I will obtain the refund directly from Global-e US Inc. Further, I also authorize the customs broker to forward any refund issued by the CBSA in my name, so that Global-e US Inc. can be reimbursed.

#### **4. TITLE; RISK; IMPORTER OF RECORD**

The title to the Product ordered is transferred to you prior to import (in most cases, already in the dispatch country before export, where the contract for purchase of Products is concluded), provided we are satisfied that a full payment of the Order amount was made or can be made.

Risk of damage or loss is transferred to you upon delivery to the delivery address specified in the Order (in case you have selected not to pre-pay Import Charges, such location will be deemed to be the port of entrance to the import destination).

YOU WILL BE CONSIDERED AS THE '**IMPORTER OF RECORD**' OF THE PRODUCT, AND WE (OR SOMEONE ON OUR BEHALF) WILL ONLY BE FACILITATING THE IMPORTATION ON YOUR BEHALF, AS YOUR AGENT. YOU ARE RESPONSIBLE FOR ASSURING THAT THE PRODUCT CAN BE LAWFULLY IMPORTED INTO THE DESTINATION, AND YOU THEREFORE NEED TO COMPLY WITH ALL

APPLICABLE LAWS, REGULATIONS, CERTIFICATIONS AND RULES OF THE DESTINATION INTO WHICH YOU IMPORT THE PRODUCT. PLEASE NOTE THE STANDARD FOR USING THE PRODUCT IN THE IMPORT DESTINATION BEFORE ORDERING. PRODUCT ORDERED TO A DESTINATION WITH DIFFERENT STANDARDS CANNOT BE RETURNED FOR THIS REASON AND NO LIABILITY WILL BE ASSUMED IN ANY CIRCUMSTANCES WHICH MAY ARISE FROM PURCHASING PRODUCT WITHOUT THE CORRECT STANDARDS FOR YOUR DESTINATION.

Please note that documentation such as packaging, user manuals, product care labels, handling instructions or safety warnings may not be in your language; you may not have available manufacturer's or other service options for the Product or parts thereof; the Product (and accompanying materials) may not be designed in accordance with the standards, product regulations, specifications of the destination to which you import or labelled in accordance with the requirements applicable in your destination, or in yours or the destination's language; if the Product is powered, it may not conform to the destination power parameters such as voltage or other electrical standards (for example you may need to use an adapter to charge your Product).

#### **5. FULFILMENT, HANDLING AND DELIVERY OF ORDERS**

The delivery and fulfilment of your Order could be carried out by various service providers, which will be selected and operated by us or by BVLGARI (a "**Fulfillment Provider**").

Some Products may not be delivered to certain locations or destinations (due to limitations imposed on the Product itself or by the destination). You will be informed of such limitation, either on the Store or checkout, and the checkout should not permit you to submit your Order if the Product cannot be delivered to your specified address. However, we reserve the right, at any time, to suspend or cancel the delivery of any Product that cannot be legally delivered as such.

Delivery will be completed when the Product will be delivered to the address chosen by you as specified when placing your order (in case Import Charges were not paid, that may include the port of entrance to the country destination).

Different parts of your order may be delivered on different dates.

Unless otherwise stated, and subject to applicable laws, delivery dates given on checkout (or on the Store) are estimates only. The Order will be delivered by the delivery time set out on checkout (based on the delivery method you selected, if such selection was available for your Order) or, if no delivery time is specified, within 30 days following the Order Confirmation date, unless exceptional circumstances exist (pre-order for example). Delivery timeframes are affected by your delivery address and the delivery method selected. Global-e is unable to specify an exact delivery date and time.

Global-e and BVLGARI have no liability for any loss arising from delay in delivery to the extent such delay is due to circumstances beyond its reasonable control or where Global-e or BVLGARI could not have taken reasonable steps to deal with the delay. For example, delays resulting from customs clearance procedures, lockdowns or other actions of the authorities are outside Global-e's or BVLGARI's control, as well as any delay resulting directly from your actions or omissions.

If you receive notification of an attempted delivery, it is your responsibility to use the details provided to contact the delivery company for re-delivery. Efforts will be made to deliver your Product according to the details in the Order.

#### **6. PAYMENT & PAYMENT METHODS**

You can only pay with the payment methods available and specified on the checkout. The availability of such payment methods is dependent on your geographical location and the offering of BVLGARI.

When being charged, the transaction substantially look like this: **\*\*Global-e//BVLGARI\*\***.

You acknowledge and agree that: (i) Global-e will process your Order for payment and you will be charged by one of its third party payment processors ("**Payment Processor**") using the payment method you have selected on checkout and such charge will be for all amounts payable under these Terms that may be due in connection with the Order as specified on checkout; (ii)

you will provide valid and current information about yourself; (iii) Global-e may use the tools and technology or the services its Payment Processors to process transactions on its behalf; (v) depending on your geography, payment may be made to one of our intra-group affiliated companies (listed [<<<here>>>](#)), and such payment will constitute a payment to us and will discharge you from your payment obligations in connection with the Order and purchase of the underlying Products; and (v) you could be charged additional fees (such as foreign transaction fee or cross border fee) or surcharges by your own bank, card issuer or the payment method you selected, which such charges are not Global-e charges, and Global-e has no control over these, any knowledge in advance of the applicability of such fees or surcharges nor does Global-e have any way to mitigate this, as this is purely up to the relationship and commercial terms between you and your bank, card issuer or payment method and their own policies. Global-e's sole commitment in this respect is to acquire the amount specified on checkout in your local currency.

Global-e takes reasonable care to keep the details of your Order and payment secure, but (in the absence of material negligence) Global-e cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Store.

**Payment by Invoice with Klarna:** In cooperation with Klarna and in certain jurisdictions only, you may be offered the opportunity to purchase the Product using Klarna as a payment method. The terms and conditions which will apply to payment by Invoice with Klarna can be found [here](#), noting that German (not English) is the governing and binding language of such terms and conditions. Eligibility for use of the Klarna invoicing payment method will be determined by Klarna in their sole discretion and Global-e accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your Product using payment by invoice with Klarna, you will be sharing your personal data with Klarna and the terms of [Klarna privacy policy](#) shall apply to their use of your personal information. Global-e shall have no responsibility for their use of your personal data.

For Shoppers ordering from Brazil, please be advised that you are making an international purchase, which will be subject to a foreign exchange transaction processed by Dlocal Brasil Pagamento Limitada or Demerge Brasil Facilitadora de Pagamento Internacional, according to the terms and conditions available here: <https://dlocal.com/legal/brazil/termos-and-conditions-for-accreditation-to-the-dLocal-system/>. Upon completion of this purchase, you acknowledge and accept the above terms and conditions.

**Payment by Cash on Delivery:** If available in your destination, you may be offered Cash on Delivery ("COD") as one of the optional payment methods. If so, please be advised that the maximal amount that can be paid using COD is limited in accordance with applicable local laws in your destination and, may also be limited by BVLGARI in accordance with its policies or the carrier. The Products will only be handed to you subject to and after you have signed the delivery note and paid the Order amount in full.

## ***7. RETURNS POLICY (ALL CUSTOMERS)***

THIS RETURNS POLICY APPLIES TO ALL CUSTOMERS, BUT DOES NOT APPLY TO FAULTY PRODUCTS OR TO SUCH OTHER EXCLUDED PRODUCTS AS FURTHER DETAILED IN SECTION 9 BELOW ("LIMITATION ON RETURNS POLICY, WITHDRAWAL RIGHTS AND CANCELLATION RIGHTS"). PLEASE VISIT BVLGARI'S POLICY AVAILABLE ON THE STORE AND CHECK IF ANY ADDITIONAL LIMITATIONS APPLY.

This returns policy is in addition to, and does not affect, the separate legal [cancellation right which is available only to EEA Consumers](#), in some circumstances as explained below.

### **Instructions for Return:**

The return request must be made within 30 days from the date the Order was placed (unless otherwise specifically stated in BVLGARI's policy, or required by applicable specifically prevailing consumer law).

If you wish to return one or more Products your purchased pursuant to these Terms, the following instructions apply:

- You must first inform of your decision to return the Product by a clear statement made through the returns portal and follow the instructions and providing the requested information therein, including providing proof of purchase (your Order identification number and the email address used for the Order), indicating the applicable items to be returned and the quantity thereof and selecting the applicable method of returning the product (if different options are available). If a returns portal link is not available on the Store, or on the Online Support link (if available) in the Order Confirmation, then you must inform of your intent to return your Order through BVLGARI's customer support, which will guide you through the process.
- A return Product authorization ("**RMA**") number will be provided to you (through the portal (if applicable) and via e-mail) and, if applicable, a return shipment label will be generated.
- Promptly thereafter you will send back the returned items or hand those over as per the instructions provided to you in the return portal. You must act without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract. The RMA number must be included in the return package.
- Unless otherwise specifically stated in BVLGARI's Policy, items must be returned in a new and unused state, in perfect condition, with all protective or other materials in place and tags and stickers attached to them (if applicable), as well as with the original box / container, including all accessories and documents.
- All returns could be subject to strict quality control to ensure that the returned items satisfy these requirements. If the item does not meet such standards, the return and refund could be refused or the Product devaluation will be deducted from the refund amount.
- Upon receipt of the returned item and confirmation that it has been returned in accordance with the applicable requirements, you will be reimbursed for the actual paid price of the returned item and such other fees, if applicable pursuant to these Terms.

Some or all initial Delivery Costs you paid in connection with the Order may be reimbursable or refundable, if applicable based on these Terms and BVLGARI's Policy. However, any delivery and clearance costs you incur when returning items may not be eligible for reimbursement or refund other than in the event of defective Product, where you will be reimbursed for the delivery costs.

From time to time, in select destinations, the Delivery Costs of returning returned items may be pre-paid by us or BVLGARI. Such coverage (or the absence of it), will be indicated clearly on the Store before checkout.

Import Charges are normally non-refundable, for further information please review "[Import Charges](#)".

Title and risk to the returned items will not be taken back or assumed until such items physically arrive back to the returns facility, and therefore you are advised to use a courier service offering tracked service, and to take out adequate insurance to cover the cost of the goods in transit.

Unless expressly agreed otherwise, reimbursement will be made using the same means of payment as you used for the initial transaction. Notwithstanding the forgoing, if COD was used as the payment method of your choice, we will either reimburse you through your bank account or PayPal account (and not in cash) and you will be required to provide such details for us to process the refund.

#### **8. CONSUMER WITHDRAWAL RIGHTS – EUROPEAN ECONOMIC AREA (EEA) ONLY**

**If you are a "Consumer" and a resident of a member state of the European Union, Iceland, Liechtenstein, or Norway ("EEA"), you have a "cooling-off" right to cancel your Order subject to the provisions set out below. This right is not affected by any separate returns policy in these Terms.**

##### **Instructions for Withdrawal:**

**The withdrawal cancellation period will expire 14 days after the day of delivery.**

**To exercise the right to withdraw you must follow the same instructions as detailed in the refund policy [above](#) and the same terms of the returns policy will apply, with the following changes:**

- Informing about your decision to withdraw from the Order must be done within 14 days as of the day of delivery of the Product to you or to somebody named by you.
- You should inform us of your intent to withdraw through the methods stated in the refund instructions [above](#) (i.e. through the returns portal which is available on the Store or in the Online Support link which is in Order Confirmation, or if such are not available by contacting BVLGARI customer support). however, you may also inform us by using the model withdrawal/cancellation form attached to these terms available [here](#), but it is not obligatory to use this form.
- You must return the product in the condition mentioned in the return policy above, except you may use the product only for such use that is necessary to assess the nature, characteristics and functioning of the Product, as you would have used in a physical store. Deduction could be made from the reimbursement for loss in value of any item supplied, if the loss is the result of your handling beyond what is necessary to establish the nature, characteristics and functioning of the item.
- initial Delivery Costs you paid in connection with the Order (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us)

Refund will be made not later than:

- fourteen (14) days after the day we receive back from you any Product supplied; or
- if earlier, fourteen (14) days after the day you provide sufficient evidence that you have returned the Product; or
- if there was no Product supplied, fourteen (14) days after the day on which we are informed about your decision to cancel your contract.

**9. LIMITATION ON RETURNS POLICY, WITHDRAWAL RIGHTS AND CANCELLATION RIGHTS:**

TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, CERTAIN TYPES OF PRODUCT ARE NOT ELIGIBLE FOR CANCELLATION, WITHDRAW OR RETURNS, INCLUDING THE FOLLOWING: FRAGRANCES, SEALED GOODS (SUCH AS DVDS OR AUDIO DEVICES OR GOODS LIABLE TO DETERIORATE OR EXPIRE RAPIDLY), COLLECTIBLES, MYSTERY BOXES, SWIM WEAR OR OTHER PRODUCT WHICH ARE NOT SUITABLE FOR RETURN DUE TO HEALTH PROTECTION OR HYGIENE REASONS, IF THEY WERE SEALED AND BECOME UNSEALED AFTER DELIVERY. ADDITIONALLY, THERE IS NO RIGHT TO CANCEL, WITHDRAW FROM OR TO RETURN A PRODUCT WHICH WAS MADE TO YOUR SPECIFICATIONS OR WHICH IS CLEARLY PERSONALIZED, UNLESS THERE IS A MANUFACTURING ERROR OR PRODUCT DEFECT. WE RESERVE THE RIGHT TO REFUSE PERSONALISED ORDERS AT OUR DISCRETION. IN THE CASE OF INAPPROPRIATE USE OF THIS SERVICE, YOUR ORDER WILL BE CANCELLED AND FULLY REFUNDED OR SENT WITHOUT PERSONALISATION.

Only the buyer will be entitled to the above-described rights of return, cancellation or withdrawal (as applicable) and a refund of the purchase price. In no event will a person who has received the Order as a gift be entitled to receive a refund. if you are a gift recipient and wish to return items, please contact BVLGARI to discuss your options.

This clause does not limit or exclude consumer guarantees or warranties which cannot be excluded under applicable consumer rights legislation.

**10. LIMITED WARRANTY; RETURNS POLICY FOR FAULTY PRODUCT**

If any Product you order is damaged or faulty when delivered to you or has developed a fault, you may have one or more legal remedies available to you, depending on when you make BVLGARI aware of the problem, in accordance with your legal rights under applicable laws. If you believe a Product was delivered damaged or faulty or has developed a fault, you should

inform BVLGARI as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this section affects your legal rights under applicable law.

For Product shipped internationally, please note that the warranty may not be valid in the destination, or you may have only limited warranty valid in the destination. If warranty is valid and not limited by your jurisdiction, then the warranty period is as set out in the product description. Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods, including, without limitation, national laws implementing EU directive 2019/771, these rights are not affected by this limited warranty.

#### **11. LIABILITY**

There are certain liabilities that cannot be excluded under applicable law. In particular, nothing in these Terms limits the liability for personal injury or death, or liability for fraud. You might have certain rights under applicable consumer legislation explicitly prevailing the governing law hereof, including legal rights relating to faulty product(s). Nothing in these Terms will affect these explicitly prevailing legal rights.

SUBJECT TO THIS, IN NO EVENT WILL GLOBAL-E OR BVLGARI HAVE ANY LIABILITY FOR ANY OF YOUR LOSSES, ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, HOWSOEVER CAUSED INCLUDING ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THESE TERMS. ANY LIABILITY, IF SO EXISTS, SHALL NOT EXCEED THE PURCHASE PRICE OF THE RELEVANT PRODUCT AND IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE. LOSSES ARE FORESEEABLE WHERE THEY COULD BE CONTEMPLATED BY YOU AND US AT THE TIME YOUR ORDER IS ACCEPTED. THE LIABILITY OF GLOBAL-E AND BVLGARI GROUP TO YOU FOR LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THESE TERMS WILL BE REDUCED OR LIMITED TO THE EXTENT (IF ANY) THAT YOU CAUSE OR CONTRIBUTE TO THE LOSS OR DAMAGE.

GLOBAL-E AND BVLGARI WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGES INCURRED BY UNAUTHORIZED USE OF YOUR PAYMENT CARD ON THE CHECKOUT, AND GLOBAL-E AND BVLGARI ARE NOT RESPONSIBLE FOR NOTIFYING YOUR CARD ISSUER OR ANY LAW ENFORCEMENT AUTHORITY IN THESE INSTANCES.

You must give Global-e and BVLGARI a reasonable opportunity to remedy any matter for which they are liable before you incur any costs remedying the matter yourself.

It cannot be guaranteed that the Store or checkout will be uninterrupted or error-free. Global-e and BVLGARI are entitled without notice and without liability to suspend the Store or the checkout for repair, maintenance, improvement or other technical reason.

To the maximum extent permitted by applicable law, Global-e and BVLGARI shall not be held liable, if and in so far as it cannot fulfil its obligations as a result of circumstances beyond its reasonable control and where it could not have taken appropriate steps to avoid such effects including third party telecommunication failures.

#### **12. INTELLECTUAL PROPERTY RIGHTS**

Any access or use of the checkout for any reason other than your personal, non-commercial use, is prohibited. You further acknowledge that any other use of the material and content of the checkout is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

#### **13. GOVERNING LAW AND DISPUTES**

These Terms are governed by the laws of England and Wales. When a specific applicable law (namely specific consumer laws in your own country), explicitly prevail the laws of England and Wales, then with respect to the matters to which such law



prevail, the governing law of the matter will be such specific law. If any provision of these Terms shall be held to be invalid, illegal or unenforceable, pursuant to an explicit prevailing law, that provision shall be enforced to the fullest extent permitted by the applicable prevailing law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

You hereby agree to the fullest extent permitted by applicable law, that you irrevocably waive all right to trial by jury as to any issue relating hereto in any action, proceeding, or counterclaim arising out of or relating to these Terms. If you are a resident of the United States, then you hereby agree that notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.

You are hereby informed that in the event of a dispute arising out of or relating to these Terms, you may have a right under applicable law to file a complaint with an alternative dispute resolution institute.

If you are a Consumer in the EU, you may use the European Commission platform for online dispute resolution (ODR) (For information about alternative dispute resolution which may be of interest, please refer to <http://ec.europa.eu/consumers/odr/>) or such other institution to which you may have a legal right to use under applicable law.

Otherwise, to the fullest extent permitted by applicable law, any dispute arising out of or relating to these Terms shall be submitted to the exclusive jurisdiction of the courts of London, United Kingdom.

#### **14. MISCELLANEOUS**

Communications will be made electronically by sending email or otherwise posting electronically.

Global-e is committed to render the carry on its business in accordance with its Code of Conduct and Modern Slavery Policy (available here: <https://investors.global-e.com/corporate-governance/documents-charters>).

Any failure by either party to exercise or enforce any right or provision of these Terms does not mean this is a "waiver" (i.e. that it cannot be enforced later).

Headings used in these Terms are for information and not binding.

These Terms, or any part thereof, may be assigned by us to a third party, without your consent, but this will not affect your rights or obligations. A person who is not a party to these Terms shall have no rights to enforce any term of these Terms except insofar as expressly stated otherwise.

Global-e and BVLGARI reserve the right to access, read, preserve, and disclose any information obtained in connection with the Order, and your use of the checkout, as Global-e reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations of them, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, or (v) protect the rights, property or safety of Global-e, BVLGARI or the public.

The Store and/or checkout may contain links to third party Stores or services that are not owned or controlled by Global-e. Global-e is not affiliated with, has no control over, and assume no responsibility for the content, privacy policies, or practices of, any third-party Stores. You: (i) are solely responsible and liable for your use of and linking to third party Stores and any content that you may send or post to a third-party Store; and (ii) expressly release Global-e from any and all liability arising from your use of any third-party Store. Accordingly, you are encouraged to read the terms and conditions and privacy policy of each third-party Store that you may choose to visit.

Global-e reserves the right to modify these Terms at any time by posting the changes on the checkout or the Store. Such change will take effect on the posting date of the revised Terms, and your use of the checkout after such changes have been posted means that you agree to be bound by the Terms as modified. However, no such change will affect any Order that you

have already placed.

These Terms constitute the entire agreement with respect to the subject matter of the Order. The contract in respect of any Orders is concluded between you and Global-e or our intra-group affiliate acting on behalf of Global-e and may be officially concluded in the English language only, and that no public filing requirements apply.

If you have any questions or complaints about Global-e, these Terms or the checkout, please contact us at [service@Global-e.com](mailto:service@Global-e.com) or at our trading address stated in the preamble above.

The Global-e Contracting Party under these Terms is GLOBAL-E NL B.V (a company with registered address at Krijn Taconiskade 430 1087 HW Amsterdam, for contact information of Global-e Contracting Party please refer to the "Contact Us" page on check out, for information about our Global-e affiliates please press [<<<here>>>](#))