

GENERAL CONDITIONS OF SALE – GUCCI OSTERIA DA MASSIMO BOTTURA FLORENCE

GENERAL CONDITIONS OF SALE – GUCCI OSTERIA DA MASSIMO BOTTURA LOS ANGELES

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Updated to October 2021

1. General provisions and identification of the vendor

1.1 These general conditions of sale (“**General Conditions**”) apply to all distant sales of food products (“**Products**” or “**Product**”), vouchers to be used for the purchase of predetermined menus at the Gucci Osteria da Massimo Bottura Florence (“**Vouchers**” or “**Voucher**”) and group experiences, such as winery tours or visits, which take place on a predetermined date (“**Experiences**” or “**Experience**”) made through the www.gucciosteria.com website (the “**Website**”) and sold by **Gucci Garden S.r.l.**, an Italian company with registered address at via Don Lorenzo Perosi 6, 50018 Scandicci (FI), number of register of incorporation and Fiscal Code 02339430486, telephone number +39 055 7592 7038 and e-mail address gucciosteriafirenze.shop@gucci.com (“**Gucci**”).

1.2 The sale of Products Vouchers and Experiences under these General Conditions is only available to consumers (“**Clients**” or “**Client**”), being natural persons acting for purposes extraneous to their trade, business, craft and profession, aged over 18, for their personal use. Consequently, by placing an order on the Website, Clients agree and warrant that they do not make the relevant purchase in connection with any dealings or transactions with entities or individuals under UN, US or EU sanctions or to be brought back to North Korea or Syria.

2. Information on Products, Voucher, Experiences, and their availability

2.1 Information on Products, Voucher and Experiences, together with the relevant price, are available on the Website.

2.2 Pictures of the Products displayed on the Website may not correspond to their actual appearance; the Client shall therefore rely exclusively on the description of the Product and their characteristics as mentioned on the Website.

3. Pricing

3.1 The prices of the Products, Voucher and Experiences are indicated on the Website and are inclusive of all applicable taxes and charges. Delivery costs, if required, shall be added to the price of the Products, and will be indicated separately in the order summary.

3.2 Gucci regularly verifies that prices displayed on the Website are correct; however, Gucci cannot guarantee the absence of errors. If an error in the pricing of a Product, Voucher or Experience is detected, Gucci shall refuse the order and offer the Client the opportunity to purchase the Product Voucher or Experience at the correct price.

4. Execution of the Contract

4.1 The essential characteristics and the price of each Product, Voucher or Experience are displayed on the Website. The information displayed on the Website does not represent an offer by Gucci.

4.2 Before submitting an order through the Website, Client shall carefully read these General Conditions.

4.3 Sending of the order constitutes a proposal to purchase the selected Products, Voucher or Experiences regulated under these General Conditions. The sending of the order proposal by the Client entails the obligation of the latter to pay the price of the ordered Products or Vouchers.

4.4 For Experiences, once received an order proposal from the Client, Gucci will send an email to the Client containing an order summary and, in particular, information on: (i) the essential characteristics of the Experience ordered; (ii) the relevant price; and (iii) payment methods.

4.5 The order proposal and the Client's data related to that order proposal will be kept by Gucci for the period required by applicable legislation, as provided under the privacy policy.

4.6 An order proposal may be refused by Gucci within 30 days of receipt of the same in the following events (by way of example but without limitation):

- (i) the Products are not available (with no prejudice to the provision set out under Section 3.3); or
- (ii) a reported, or suspected, fraudulent or illegal activities, including suspected purchases for commercial purposes.

4.7 The contract between Gucci and the Client is executed upon receipt by the Client of the acceptance by Gucci of the order proposal ("**Order Confirmation**"). The acceptance (or the refusal) by Gucci shall be sent to the Client via e-mail at the address provided by the Client in the order proposal.

4.8 The Order Confirmation will include a summary of the essential characteristics of the purchased Products, Voucher or Experiences, a detailed indication of the price and means of payment, information on delivery charges, if any, information on the conditions and methods to exercise the right of withdrawal, the address to which complaints may be addressed, information on support services and a copy of these General Conditions.

4.9 Once the Order Confirmation is sent to the Client, the order cannot be cancelled or modified. Dispatched Products can however be returned as set out in Article 7 below.

5. Method of payment

5.1 Payment of the price of the Products and Vouchers included in the order proposal and the relevant delivery charges, if any, shall be made by the Client by the payment methods indicated on the Website. Payment of the price of the Experiences shall be made by the Client by credit card or by bank transfer. If the payment is made by bank transfer, the Client shall send to Gucci, to the email address gucciosteriafirenze.shop@gucci.com, a proof of payment within 24 (twenty-four) hours of the Order Summary being sent. As the purchaser, the Client represents and warrants to have legally obtained the funds used to pay the price of the Products, Vouchers and Experiences included in the order proposal (and the relevant delivery charges, if any) and not to be engaged in any transaction designed to conceal the identity, source or destination of the funds with which the Client pays the price of the ordered Products (and the relevant delivery charges, if any).

5.2 The transactions will be debited from the Client's credit card only after the credit card data have been verified and the authorization to debit the card has been received from the issuer of the card used by the Client.

5.3 For each order, Gucci shall invoice the Products, Voucher or Experiences by email or by post to the Client, pursuant to the applicable laws and regulations. No alterations to the invoice are possible after the invoice has been issued.

6. Transport and delivery

6.1 The purchased Products shall be delivered by a courier service selected by Gucci (“**Courier**”) on working days. Products shall be delivered to the address indicated by the Client. Gucci shall not deliver to PO Boxes.

6.2 The Products can be shipped to the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom.

6.3 Except if a force majeure event or unforeseeable circumstance occurs, purchased Products shall be delivered within 30 (thirty) days of the date of the Order Confirmation. In case the delivery has not occurred within the above indicated term, the Client be entitled to repudiate the Contract and Gucci shall, without undue delay, reimburse all sums paid under the Contract.

6.4 At the time of delivery of the Products by the Courier, the Client (or a nominated representative) is required to:

- (i) verify that the number of items being delivered corresponds to that indicated on the delivery note;
- (ii) verify that the packaging and its seals are intact, undamaged, not wet or altered in any manner;
- (iii) sign the delivery note; and
- (iv) if requested by the Courier, show his/her ID.

Any damages to the packaging and/or the Products, or discrepancies in the number of items or documentation must be immediately indicated in writing on the Courier’s delivery note. Except to the extent permitted under applicable laws, once the Courier’s document has been signed and no objection has been raised by the Client, the Client may not make any objection to the exterior characteristics of the delivered parcel, provided that the Client is entitled to subsequently raise objections in relation to the any other features related to the Products in accordance with the conditions set forth under Article 8 below.

6.5 For orders under 100 (one hundred) Euro, delivery costs shall be paid by the Client. In that case, delivery costs shall be shown separately in the Order Summary. For orders equal to or greater than 100 (one hundred) Euro, Gucci offers complimentary shipping.

6.6 The risk of loss of or damage to the Products shall pass to the Client when the Client (or a third party indicated by the Client and other than the carrier) has acquired the physical possession of the Products.

7. Right of withdrawal

7.1 In relation to Products and Voucher, the Client has the right to withdraw from the contract with no reason within 14 (fourteen) days from the date in which the Client (or the representative duly authorized to receive the Products) obtains the physical possession of the Products and in case of partial deliveries, the last Product; for Voucher, from the date in which the Client has received the Voucher by email.

7.2 To exercise the right of withdrawal, the Client shall, within the term mentioned under Article 7.1 send by email:

- the withdrawal form attached herewith in [Annex 1](#), duly filled in and undersigned; or
- a communication of his/her intention to exercise the right of withdrawal such communication shall include the following information: (i) indication of the Products or Voucher for which the Client

wishes to exercise the right of withdrawal; (ii) order number; and a copy of the invoice to the following address: gucciosteriafirenze.shop@gucci.com.

7.3 Within 14 (fourteen) days of the communication of withdrawal (sent pursuant section 7.2), the Client shall return the purchased Products to Gucci at the address indicated on the return label provided by Gucci and using the delivery method indicated by Gucci. Other means of return are excluded. The Products shall be returned in their original condition, unaltered, undamaged and in their original sealed packaging. Gucci will not accept returns of Products which packaging has been opened. For Vouchers, no return will be required, unless the Client has requested the delivery of the physical Voucher, in which case, the Voucher shall be returned according to this Article 7.3.

7.4 Gucci shall reimburse all payments received from the Client, including the costs of delivery borne by the Client, if any, within 14 (fourteen) days of the day on which Gucci has received the Products back, or the Client has supplied evidence of having sent back the Products, whichever is the earliest. Reimbursement shall be executed by Gucci using the same means of payment as the Client used for the initial transaction. Reimbursement of a Voucher for which the return is not required will be made within 14 (fourteen) days of the day of the communication sent by the Client pursuant to Article 7.2.

7.5. The Client cannot exercise the right of withdrawal in relation to Experiences that have a predetermined date, pursuant to article 59, 1, lett. n) of the Italian Legislative Decree n. 206 of 6 September 2005 ("Consumer Code").

8. Lack of conformity

8.1 If a Product sold by Gucci has manufacturing defects or an alleged lack of conformity, the Client will contact Gucci at the following address: gucciosteriafirenze.shop@gucci.com.

8.2 The Client has the right to have the Products brought into conformity, free of charge, by replacement. If the replacement is impossible, the Client has the right to obtain the cancellation of the contract. The Client loses these rights if fails to notify Gucci of the lack of conformity within 2 (two) months of the date on which the Client detected such lack of conformity, unless in case of perishable Products which are subject to a shorter expiration, in which case Gucci shall be notified within the relevant shorter deadline. In any event, actions intended to assert a lack of conformity not maliciously concealed by Gucci shall automatically lapse 26 (twenty-six) months after the delivery of the Products.

8.3 In the event the Client is seeking the Products to be replaced due to lack of conformity pursuant to this Section 8, delivery costs for returning the Products to be replaced shall be borne by Gucci, as well as any costs related to the delivery to the Client of the replacing Products.

9. Specific rules for the sale of Experiences

9.1 Experiences are group leisure activities which occur on a specific date. Gucci organizes one Experience per month, that can be purchased by the Client until 7 (seven) days before the date on which the Experience will take place.

9.2 Experiences can be activated only upon reaching the minimum number of 10 (ten) participants and up to the maximum of 16 (sixteen) participants. Once the maximum number of participants is achieved, the Client will no longer be able to purchase the Experience, will not receive the Order Confirmation and no payment will be due.

9.3. If the minimum number of participants is not reached 7 (seven) days before the date on which the Experience will take place, the Experience will be cancelled and Gucci will inform the Client by email and will refund the purchase price within 7 (seven) days of the cancellation using the same means of payment as the Client used for the initial transaction.

10. Specific rules for the sale of Voucher

10.1 Clients can purchase a Voucher to be used at the Gucci Osteria da Massimo Bottura Florence. Content and price of the Vouchers are communicated on the Website from time to time.

10.2 After having purchased a Voucher, the Client will receive it by email in electronic format (pdf). Vouchers are not nominative and can be used within 6 (six) months of being issued, upon reservation and, thus, subject to availability at the Gucci Osteria. If the Voucher is not used within 6 (six) months of being issued, the value of the Voucher will not be refunded.

10.3 The Voucher cannot be converted into cash, nor can it be credited to credit cards or bank accounts.

10.4 Gucci shall not be liable in case of loss, theft, destruction, or unauthorized use of the Voucher. In case it is lost or stolen, the Voucher cannot be replaced by Gucci with another one of the same value.

11. Intellectual property rights

11.1 The “Gucci” trademark, the set of figurative and and/or shape marks present in the Products, the relevant packaging, together with all the illustrations, images and places protected by copyright, and more generally all the intellectual property rights relating to the Products, are and remain the exclusive property of the companies of Gucci America Inc. for the United States and Guccio Gucci S.p.A for the other countries.

12. Applicable law and competent jurisdiction

12.1 These General Conditions and, therefore, the contracts executed with the Clients, shall be governed by and will be interpreted in accordance with Italian laws.

12.2 The disputes arising out of or relating to these General Conditions shall be submitted to the territorial jurisdiction of the competent courts of the place of residence or domicile of the Client.

Alternatively, the Client can decide to access to the platform for alternative extra-judicial resolution of disputes provided by the European Commission, available on the website <http://ec.europa.eu/odr>



13. Contacts

13.1 For further information and assistance with distant purchases, the Client may contact Gucci at: gucciosteriafirenze.shop@gucci.com.

Annex 1

Withdrawal Form

[fill in and return this form only if you want to withdraw from the contract]

by e-mail: gucciosteriafirenze.shop@gucci.com

Subject: Declaration of withdrawal

I hereby notice my withdraw from the contract of sale of the following Products or Voucher¹: _____

ordered on _____² and (if applicable) received on _____³.

Accordingly, I return this/these Product/s at my own expenses to Gucci, at the address indicated by Gucci, within 14 days from the date of this notice.

Please make the reimbursement of the returned product/s using the same method of payment used for the purchase.

_____.

For any communication related to this notice, you can contact me at:

- Name and last name: _____⁴

- Address: _____⁵

- Phone number: _____⁶

- E-mail: _____⁷

¹ Specify for every Product the code number of the product as reported on the invoice.

² Insert the date of the order.

³ Insert the date of the receiving of Products/Voucher in case of the right of withdrawal is exercised after the receiving of the products in relation to which you want withdrawal.

⁴ Please write in block letters.

⁵ Please write in block letters.

⁶ Please write in block letters.

⁷ Please write in block letters.

General Conditions of Sale – Gucci Osteria da Massimo Bottura, Los Angeles

Updated to October 2021

1. General provisions and identification of the vendor

1.1 These general conditions of sale (“**General Conditions**”) apply to all distant sales of gift cards to be used at the Gucci Osteria da Massimo Bottura, Los Angeles (“**Gift Card**” or “**Gift Cards**”) made through the www.gucciosteria.com website (the “**Website**”) and sold by **Gucci Osteria USA LLC**, a Delaware corporation with registered address at 347 N Rodeo Drive, Beverly Hills, California 90210, United States, telephone number +1.424.600.7490 and e-mail address: gucciosteria.bh@gucci.com (“**Gucci**”).

1.2 The sale of Gift Cards under these General Conditions is only available to consumers (“**Clients**” or “**Client**”), being natural persons acting for purposes extraneous to their trade, business, craft and profession, aged over 18, for their personal use. Consequently, by placing an order on the Website, Clients agree and warrant that they do not make the relevant purchase in connection with any dealings or transactions with entities or individuals under UN, US or EU sanctions or to be brought back to North Korea or Syria.

2. Terms and conditions are applied to gift certificates/gift cards

2.1 Clients can purchase a Gift Card by choosing the preferred value, which will be spendable at the Gucci Osteria da Massimo Bottura, Los Angeles for a customizable experience at the guest's choice.

2.2 The Gift Card can be used one or more times to pay the price of menus and/or drinks; upon each use, the relevant price is deducted from the then current balance of the Gift Card up to its total exhaustion.

2.3 Should the credit charged on the Gift Card be insufficient to pay the menu and/or drinks, the relevant missing amount shall be paid in cash or by means of other payment methods accepted at the restaurant.

2.4 Gucci shall not be liable in case of loss, theft, destruction, or unauthorized use of the Gift Card.

3. Execution of the Contract

3.1 Before submitting an order through the Website, Client shall carefully read these General Conditions.

3.2 Sending of the order constitutes a proposal to purchase the Gift Card and entails the obligation of the Client to pay the price of the ordered Gift Card.

3.3 The order proposal and the Client’s data related to that order proposal will be kept by Gucci for the period required by applicable legislation, as provided under the privacy policy.

3.4 The contract between Gucci and the Client is executed upon receipt by the Client of the acceptance by Gucci of the order proposal (“**Order Confirmation**”). The acceptance by Gucci shall be sent to the Client via e-mail at the address provided by the Client in the order proposal.

3.5 Once the Order Confirmation is sent to the Client, the order cannot be cancelled or modified.

4. Method of payment

4.1 Payment of the price of the Gift Cards included in the order proposal shall be made by the Client by the payment methods indicated on the Website. As the purchaser, the Client represents and warrants to have legally obtained the funds used to pay the price of the Gift Cards included in

the order proposal and not to be engaged in any transaction designed to conceal the identity, source or destination of the funds with which the Client pays the price of the ordered.

4.2 The transactions will be debited from the Client's credit card only after the credit card data have been verified and the authorization to debit the card has been received from the issuer of the card used by the Client.

5. Applicable law and competent jurisdiction

5.1 These General Conditions and, therefore, the Contracts executed with the Clients, are governed by and must be interpreted in accordance with the laws of the state of New York without regard to its conflict of laws provisions or choice of law rules. The General Conditions shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods.

To the maximum extent permissible by applicable law, any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Gift Cards, the interpretation or application of these General Conditions or the breach, termination or validity thereof, and/or the relationships which result from these General Conditions (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto) (collectively, a "**Claim**") WILL BE RESOLVED, UPON THE ELECTION OF GUCCI, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. Arbitration is a process established by law that allows parties to a transaction to agree to resolve their disputes by an independent arbitrator, rather than by a judge and jury. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is not chosen, the Claim shall be submitted to the exclusive jurisdiction of the state and federal courts in the State of New York, County of New York, Borough of Manhattan. If arbitration is chosen by Gucci with respect to a Claim, neither Gucci nor Client will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, to the maximum extent permitted by applicable law, Client will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these General Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in the State of New York, New York County, Borough of Manhattan. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). To the maximum extent permitted by applicable law, each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Gucci for the sale of Gift Cards will be exclusively litigated in court rather than through arbitration.

In the event of any Claim, the prevailing party shall be entitled to additionally recover reasonable legal expenses and costs, including attorney's fees, from the other party.

6. Contacts

6.1 For further information and assistance with distant purchases, the Client may contact Gucci at: gucciosteria.bh@gucci.com.