

## Rubinacci Bespoke Terms of Business

The Rubinacci (SRL and UK Ltd) , as its name suggests, is the vendor of gentleman's garments. We provide a tailor service and can meet you in any of our locations by appointment during Trunk Shows or within our showroom locations. All purchases of goods and services from us are subject to the terms and conditions set out below. Acceptance of our quotation constitutes acceptance of these terms also.

### The Contract

The Contract shall be on these Terms to the exclusion of all others. No terms and conditions contained in any confirmation of order, purchase order or other document provided by You or verbally, will form part of the Contract.

### Price and Payment

- The price for the Goods shall, unless otherwise agreed, be the price identified by Us to You and set out in at the time of the initial consultation and clarified in writing via email confirmation. The price for the Goods shall be displayed inclusive of VAT but exclusive of all and any costs of carriage and insurance which the Buyer shall pay in addition. We reserve the right to make an additional charge for last minute or repeatedly cancelled / postponed meetings at a rate of Euro 500 per day.
- Payment for suits, overcoats and shirts or any bespoke / custom made garments shall be made requesting a deposit of 50% of the order value due when you select the cloth that you want Us to use. Work will not commence until you have approved the confirmation order and payment of the deposit has cleared into our account. The remaining balance is payable at the final fitting.
- It is understood that the initial 50% deposit is wholly non-refundable.
- Payment can be made by cheque, cash or credit card. Payment shall not be deemed to have occurred until We have received cleared funds.
- Any additional charges unknown at the time of the undertaking of work, for example shipping costs, will be charged at the time when such fees are understood. These charges will be applied at the rate of the third party supplier costs.

### Cancellation Policy

As all orders are made to your measurements, styles and specifications; or otherwise modified to your requirements; you may only cancel your order by agreement in writing by Rubinacci.

To cancel any order, you must inform us of such cancellation in writing and await full acceptance from Rubinacci.

Our Cancellation Charges are found below based on the work and time undertaken at certain times throughout the process:

- Cancellation within 48 hours from the order confirmation: n/a
- Cancellation After Initial Appointment And Awaiting or Arrival Of Cloth: 50% of order value.
- Cancellation After Arrival Of Cloth And During Cutting: 65% of order value.
- Cancellation After Arrival Of Cloth And Completion Of Cutting: 75% of order value.
- Cancellation After Arrival Of Cloth, Completion Of Cutting Of Pressing and awaiting fitting: 100% of order value.

### Delivery

We offer a bespoke tailoring service. As such, you recognize that the time that it will take Us to make the Goods will vary and be dependent upon such matters as the availability of cloth and your ability to attend fittings. In general terms, shirts, overcoats and suits or any custom made garments will usually be made within 6/8 working weeks, in each case, this time commencing from the receipt of cloth by Us. We shall do our best to keep you updated with the anticipated date of delivery of the goods but unless we agree specifically in writing, time for delivery shall not be of the essence.

### Risk in and Ownership of the Goods

Risk in the Goods shall normally pass to You on delivery unless you have asked Us to hold onto goods on Your behalf in which case risk passes to You at the point that you instruct us to hold them for you. However, ownership in the Goods shall not pass to You until We have received in full in cleared funds all sums due to Us in respect of the Goods.

Until ownership of the Goods has passed to You, You shall:

- hold the Goods on a fiduciary basis as Our bailee;
- store the Goods separately from all Your other goods or those of any third party in such a way that they remain identifiable as Our property;
- not destroy or deface any identifying mark on the Goods or their packaging;
- maintain and store the Goods in satisfactory condition insured with Our interest noted on the policy where required by value, and hold any proceeds of such insurance on trust for Us and not mix them with any other funds.

### **Warranties**

We warrant that the Goods are of satisfactory quality. If You wish to make a claim under this warranty, You shall give written notice to Us within 30 days of the discovery of the defect and give Us a reasonable opportunity to inspect the Goods. Our liability under the warranty shall be limited to repairing or replacing the Goods in question. Warranty claims can only be made within 6 months of purchase providing the suits are used for the purposes described at the time of order. We can give no assurance or warranty that cloth used in manufacturing the Goods will be identical in colour, shade or texture with any sample you select.

### **Returns**

Since the process that we follow, at Your instruction, is one involving your careful consideration and selection of cloth and design, We shall therefore only accept returns for Goods which are damaged or defective prior to final sign off. It is your responsibility to check the goods thoroughly prior to signing them off. All goods returned to Us will only be accepted subject to the following terms and conditions:-

- Returned Goods must be returned within the warranty period set out in clause 6;
- No refund or replacement can be made against Goods which cannot be confirmed as coming from You as the person who is returning them;
- Goods must be returned complete, including where appropriate all packaging in an acceptable condition. We will not refund carriage costs;
- Returned Goods must be returned to Our address stated on the accompanying invoice. We cannot be responsible for any Goods which are returned but lost in transit.

### **Limitation Of Liabilities**

Our liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the original price of the goods. Under no circumstances will We be liable to You for any consequential, indirect or economic loss.

### **Data Protection And Privacy**

Where we collect Your personal data it will only be used in accordance with the Data Protection. We shall not share it with any third party. We may use this data to contact you for any future marketing, advertising and promotional purposes. You have the right to ask us for a copy of the information we hold on you for which we may charge a small fee, and to correct any inaccuracies.

### **Force Majeure**

If We are subject to circumstances outside Our reasonable control, including but not limited to war, insurrection, riot, fire, industrial disputes, civil commotion, terrorism, pandemics or act of god We shall notify You and such notification shall have the effect of suspending Our obligations under this Contract until We notify you that the event of Force Majeure no longer applies.

### **General**

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

These Terms shall be governed by and interpreted solely according to Italian Law and the parties submit to the exclusive and sole jurisdiction of the Napoli Court (Italy).