

TERMS OF SALE

Preamble

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KENZO, a Société Anonyme with share capital of € 2.153.040, registered with the Register of Companies of Paris as number 402 180 194, whose registered office is located at 18, rue Vivienne, 75002 Paris, and whose VAT registration number is FR 80.402.180.194 (“**KENZO**”) manufactures and markets KENZO products directly and indirectly all over the world.

While maintaining a network of boutiques that sell KENZO products, KENZO also have an online shop that is accessible at the following address: <http://www.kenzo.com> (the “**Online-Shop**”). A detailed description of KENZO Products is available when looking at each KENZO Product individually on the Online-Shop. KENZO Online-Shop format requires you to play an active role. KENZO contacts are detailed in article 13 below.

GLOBAL-E FRANCE SAS, registered with the Register of Companies of Paris under number 818.358.459, with registered office located at 320 rue Saint-Honoré, 75001 Paris, France (“**Global-e**”, “**we**”, “**our**” or “**us**”) is KENZO’s sales facilitation and e-commerce partner. Therefore, KENZO 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 KENZO to make the KENZO products available to you for purchase through the checkout (the “**KENZO Products**” or “**Products**”).

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 the Privacy and Cookies Policy [available at: Consumer Privacy Policy \(global-e.com\)](#) and: [Cookies Policy \(global-e.com\)](#) (which are available on the checkout as well) (together, “**Terms**”) in their entirety, as well as the Privacy Policy, Cookies Policy and terms of use of KENZO available on the Online-Shop, and you agree to be bound by them. These Terms define your legal relationship regarding the checkout, the placement of Orders, and the purchase of Products underlying such Orders.

If you do not agree to the Terms, please do not complete your Order.

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 (unless otherwise required by applicable law).

If you are placing your Order for fulfilment into one of the following countries, please refer to Annex 1 by following this [LINK](#), to access additional and specific terms that apply to you: Australia, Brazil, Canada, any destination or country which is a member of the European Economic Area (EEA) or the United Kingdom.

For information about our Global-e affiliates please follow this [LINK](#).

1. PLACING YOUR ORDER

Placing Orders through the checkout is reserved exclusively for individuals purchasing Products for their own personal use (“**Consumers**”).

When you place your first Order on the Online-Shop, you will be able to create a customer account in order to facilitate the follow-up of your purchases. However, it will also be possible to make your purchases without creating an account by opting directly for the guest mode. When placing an Order, you will be asked to fill out a form with certain mandatory fields, in order to allow the processing.

By placing an Order, you represent and warrant that (i) the Order and purchase of Products thereunder is strictly and solely for your personal use, and not for resale, distribution or any other commercial activities; and (ii) you are legally capable (in terms of age and mental capability) of entering into binding contracts per the local legal requirements in the place where you reside. Orders are placed through the checkout by clicking on the “**Place Order**” button (or similar button). The checkout

displays the Products you purchase, the price thereof, international delivery costs and fees ("**Delivery Costs**"), any applicable import or sales taxes (such as Value Added Tax, Goods and Services Tax, Consumption Tax), and, if available for pre-payment, import duties, tariffs and similar costs and fees that may be imposed by the delivery destination (collectively, "**Duties and Taxes**").

Please make sure you review your Order carefully, identify and correct any input errors prior to placing your Order. As we offer you the option to purchase the Products in your local or chosen currency, the price of the Products may change from time to time due to exchange rate fluctuations. However, the price, Delivery Costs and Duties and Taxes (if available for pre-payment) of the Products you purchase, will be those that were displayed to you on the checkout at the time you actually placed your Order.

The checkout page will specify the payment methods available for your Order. The availability of such payment methods is dependent on your geographical location.

You acknowledge and agree that: (i) Global-e will use one of its third party payment processors providers ("**Payment Processor**") to process your payment (while Global-e is acting as the merchant of record), using the payment method you have selected on checkout and it may use the tools, technology or the services of the Payment Processors to process the transaction on its behalf; and (ii) you will provide valid and current information about yourself.

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 on the earliest of up to 5 days as of date of Order or once the Product has been dispatched to you.

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 check your selected payment method's terms of service for more details).

Please note that you will be charged the full Order amount even if the Order will be dispatched in parts.

The Online-Shop displays the characteristics of the Products you order. There could be minor differences between the Products you eventually receive and their visual display on the Online-Shop or checkout (e.g. in relation to appearance / color / texture / finish) as all pictures and images of Product displayed are for illustrative purposes only. Where dimensions and measurements are provided 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 (including whether there is appropriate and safe access to your delivery address for delivery of the Product), please read the descriptions and details of the Products carefully before placing the Order. This clause does not limit or exclude consumer guarantees or warranties which cannot be excluded under applicable consumer rights legislation explicitly prevailing the governing law hereof.

The KENZO Products offer on the Online-Shop is only valid within the limits of available stocks. In particular, the addition of KENZO Products to the basket does not guarantee their availability. Thus, it may happen that Products available at the time of adding them into the basket become unavailable when you proceed to place your Order.

2. ORDER ACCEPTANCE AND CONFIRMATION

The information contained in these Terms, and the data contained on the Online-Shop and checkout, constitute only an invitation to contract. Your Order is not accepted (and therefore no commitment is made to sell or provide you with the Products), 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**"). The contract is concluded in the dispatch country (where the contract for the sale of the Order is concluded).

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

In certain circumstances your Order may be declined or cancelled (in full or in part), whether before, or after an Order Confirmation was received. For example we may, in our sole discretion, decline or cancel (in full or in part), any Orders which did not successfully pass the above mentioned fraud and regulatory checks, any abnormal Orders, any Orders which are suspected to be placed in bad faith, Orders which were not placed by Consumers, Orders in which the payment information you provided cannot be verified, or if a Product included in the Order is unavailable.

We also reserve the right, in our sole discretion to decline or cancel an Order (in full or part) in case of actual or suspicious circumstances (related to 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 dispatched and a contract to sell the Product(s) underlying the Order would not have been agreed to or when such Error was abused by you to purchase such quantity of items which otherwise would not have been purchased or considered to be a regular order. An example could be a speciously low price for an item otherwise costing significantly more and not in the context of a ‘sale’ or special promotion. We will be under no obligation to honor an Order in such erroneous circumstances.

In each event described above where an Order was cancelled or declined, you will be refunded in accordance with these Terms (provided your payment was processed successfully).

Quantity limits (per order, per address or otherwise) may apply in relation to certain Products, and exceeding Orders could be declined at any time for that reason, without notice.

Unless otherwise required by applicable law, we are not required to provide a reason for declining or cancelling any Order, though we may do so in our sole discretion.

3. DUTIES AND TAXES

You may be offered to pre-pay Duties and Taxes on checkout. Not all products and not all destinations support pre-payment of Duties and Taxes, and we cannot guarantee that your Order will be eligible for such pre-payment. The Online-Shop or checkout will provide details, itemize or indicate if the price paid is inclusive or exclusive of Duties and Taxes before you complete and place the Order.

If Duties and Taxes 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 for any other reason): (a) you are advised that the amount of Duties and Taxes displayed under the pre-payment option on the checkout is only an estimation and may not reflect the amount of Duties and Taxes actually charged to you by the broker, carrier or the relevant authority, which such amount might be higher than the estimation; and (b) you will be fully responsible for paying all applicable Duties and Taxes directly to the relevant authority as determined and assessed by such authorities. Global-e and KENZO and the carriers will have no responsibility or liability in connection with the foregoing. Moreover, if you fail to pay any Duties and Taxes without reasonable reason, causing the liability to fall on us, KENZO, the carrier or any third party, the amount of such Duties and Taxes may be deducted from any refund or other amounts you may claim. Besides, the Product may not be delivered to you.

Global-e or KENZO or KENZO’s carriers may contract with customs brokers or use fiscal representatives to act on its or your behalf for the purposes of clearing the Order into the market. We, or KENZO or KENZO’s carriers, may also act as, or We may use our intra-group affiliates as, a ‘customs declarant’ to clear the Order into the market in our name but on your behalf. Your agreement to these Terms constitutes a consent and authorization for such customs brokers, fiscal representatives or intra-group affiliates to act on your behalf (as an agent, declarant or as otherwise applicable) to: (a) transact 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 Duties and Taxes and customs clearance; and (d) if applicable, return such Products (subject to these Terms).

You (and not Global-e or anyone on its behalf, nor KENZO or its carriers) will be fully responsible for claiming back any Duties and Taxes 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 KENZO, their brokers, representatives and carriers will have no responsibility or liability in connection with such drawback claim.

If you elected not to pre-pay Duties and Taxes, or failed to pay Duties and Taxes, 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 costs and charges, and may not be reimbursed or refunded for the 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.

4. TITLE; RISK; IMPORTER OF RECORD

The title to the Products ordered is transferred in accordance with these terms to you prior to import, provided we are satisfied that a full payment of the Order amount was made or can be made.

You agree that you will not re-export or re-sell any Product purchased by you via the Online-Shop.

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 Duties and Taxes, 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 OR KENZO OR ITS CARRIERS OR SOMEONE OR THEIR BEHALF) WILL ONLY BE FACILITATING THE IMPORTATION ON YOUR BEHALF, AS YOUR AGENT, AND MAY, IN CERTAIN CASES, ACT AS THE 'DECLARANT' FOR THE SOLE PURPOSE OF FACILITATING THE CUSTOMS CLEARANCE (HOWEVER THIS WILL NOT CHANGE YOUR STATUS AS THE IMPORTER FOR PERSONAL USE PURPOSES).

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 is carried out by various service providers, which will be selected and operated by us or KENZO (a "***Fulfillment Provider***").

The international delivery costs are displayed on the Online-Shop and will be communicated to the customer prior to the validation of its Order. The delivery costs can be free, with or without conditions, according to the details on the Online-Shop at the time of your Order.

Your Products will be delivered to the Delivery address specified when placing your Order, after the payment for the Order amount has been validated. No deliveries can be made to post office boxes.

Some Products may not be delivered to certain locations or destinations (due to limitations imposed on the Product itself or by the destination). KENZO delivers KENZO Products in the member countries of the European Union: France, Monaco,

Greece, Bulgaria, Cyprus, Romania, Germany, Belgium, Italy, Luxemburg, the Netherlands, Denmark, Ireland, the Czech Republic, Austria, Croatia, Malta, Spain, Finland, Hungary, Poland, Portugal, Sweden, Slovenia, Estonia, Latvia, Lithuania, Slovak Republic. KENZO also delivers KENZO Products to Norway, Switzerland, the United Kingdom, Island, Hong Kong SAR, Taiwan, Singapore, South Korea, Australia, Japan, Indonesia, Vietnam, Canada, Malaysia, Thailand, Turkey, Mexico, Israel, Lebanon, Philippines, New Zealand and to the 50 states of the United States.

Please note that KENZO do not deliver to outermost regions (i.e. in Guyana, Guadeloupe, Saint-Martin, Martinique, Reunion, Canaries, Acores and Madera) of the European Union.

If you are located in, or wish to have your order delivered to a destination that is not part of the countries mentioned above, we invite you to consult the list of KENZO boutiques available in the "Boutiques" section of the Online-Shop.

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 is delivered to the address chosen by you as specified when placing your Order (in case Duties and Taxes were not paid, that may include the port of entrance to the country destination). Except for specific circumstances or the unavailability of one or more Products, the Products in the same Order will be sent as part of one delivery. Exceptionally, 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 Online-Shop) are estimates only. The Order will be delivered by the latest 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. Delivery timeframes are affected by your delivery address and the delivery method selected. Global-e and KENZO are unable to specify an exact delivery date and time.

Global-e and KENZO and its carriers have no liability for any loss arising from delay in delivery to the extent such delay is due to circumstances beyond reasonable control or where no reasonable steps could have been taken 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 KENZO's and carriers' 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 Fulfilment Provider for re-delivery (if any). Efforts will be made to deliver your Product according to the details in the Order.

In order to facilitate the delivery of your Order or a possible return of the product, our carrier may need to contact you.

Signature will be required upon delivery. If, upon delivery, the external appearance of the package is not in conformity, we invite you to open it in the presence of the carrier in order to verify the condition of the KENZO Products delivered. In the event of damage to the Products or missing Products, please provide a specific description on the bill of lading on the deliveryman's mobile terminal at the time of signing for the Products, and please contact KENZO Customer service as soon as possible to inform KENZO (see below article 13).

6. SPECIAL PROVISIONS - PAYMENTS

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

Depending on your location, payment may be made to an intra-group affiliate (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.

We may not be able to control additional charges, fees (such as foreign transaction fee or cross border fee) or surcharges imposed by your own bank, card issuer or the payment method you selected. We may not have 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, and

those are not Global-e or KENZO charges or fees. Global-e's sole commitment in this respect is to acquire the amount specified on checkout in your selected currency.

Global-e takes the safeguarding of your payment details seriously, but we (nor KENZO) may not be able to prevent, and cannot be held liable for loss you may suffer if a third party procures unauthorized access to your payment details when accessing or ordering from the Online-Shop.

The transaction statement (of your chosen payment method) regarding the Order you placed with us will look substantially like this: ****Global-e//KENZO****.

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.

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 KENZO 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.

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.

7. RETURNS POLICY (WITHDRAWAL/CANCELLATION RIGHTS)

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 8 BELOW ("LIMITATION ON RETURNS POLICY, WITHDRAWAL RIGHTS AND CANCELLATION RIGHTS").

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 WITHDRAW YOUR ORDER CORRESPONDING TO THE FOLLOWING RETURNS POLICY.

PLEASE VISIT THE KENZO'S POLICY AVAILABLE ON THE ONLINE-STORE AND CHECK IF ANY ADDITIONAL LIMITATIONS APPLY.

Instructions for Return:

Unless otherwise specifically stated in the KENZO's policy, or required by applicable specifically prevailing consumer law:

The return request must be made within 14-days after the day of delivery.

The time period starts upon receipt of the KENZO Products by you or a third party designated by you (other than the carrier). If you have ordered several products during one Order, or the Products have been delivered in several stages, the "cooling-off" withdrawal/cancellation period will not begin until you have physically taken possession of the last product or the last part of the delivery. When the 14-day period expires on a Saturday, Sunday or legal holiday, it will be extended to the following working day.

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

- You must first inform of your decision to withdraw/cancel your Order and return the Product by a clear statement made through the returns portal on the Online-Shop 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). 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. If a returns portal link is not available on the Online-Shop, or on the Online Support link (if available) in the Order Confirmation, or for any difficulty, then you must inform of your intent to return your Order through KENZO's Customer service team, which will guide you through the process.
- A return Product authorization ("RMA") number will be provided to you (through the portal and via e-mail) and 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 withdrawal/cancellation of the contract. The RMA number must be included in the return package. Unless otherwise specifically stated, items must be returned in a new and unused state, in perfect condition, complete (with accessories, notice, labels, etc.), 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.
- The pre-paid shipping label that will be provided to you can only be used for shipping from the original country of delivery.
- Except if required by applicable specifically prevailing consumer law, KENZO do not make any exchanges. If you need to exchange a KENZO Product for a different size or color, the originally purchased KENZO Product must be returned and then a new KENZO Product ordered.
- The KENZO Products cannot be returned or refunded to any retail store and must be returned via this process.
- 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. 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.
- 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.

Initial Delivery Costs you paid in connection with the Order (if applicable) will be reimbursable or refundable (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)

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

Duties and Taxes are normally non-refundable, except if required by the consumer law applicable, for further information please review the Section captioned "[Duties and Taxes](#)".

Title and risk to the returned items will not transfer back or assumed until such items physically arrived back to the returns facility. In order to facilitate returns, we advise you to keep the copy of the return tracking number and of the shipping label

validated by the shipping company that provides the specific date of your delivery.

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 Cash On Delivery 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. Refund will be made not later than 14 days from the time we received your withdrawal/cancellation request, however if a supplied Product has not been received back from you during such time period, refund may be delayed until such time the Products is received back, or if earlier, until the time you provide sufficient evidence that you have returned the Product.

This returns policy, which corresponds to the legal withdrawal/cancellation right for EEE consumers does not affect, the legal withdrawal right which is available to UK Consumers, in some circumstances as explained below. For special provisions regarding Consumer Cancellation Rights (UK only) which prevails where applicable – please refer to **Annex 1** by following this [LINK](#).

8. 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 any rights of return, cancellation or withdrawal (as applicable) and a refund of applicable monies. In no event will a person who has received the Order as a gift be entitled to receive a refund.

This clause does not limit or exclude consumer guarantees or warranties which cannot be excluded under applicable consumer rights legislation explicitly prevailing the governing law hereof.

9. LIMITED WARRANTY; RETURNS POLICY FOR FAULTY PRODUCT

You must ensure that the KENZO Products that have been delivered to you correspond to your Order. Should the KENZO Products that have been delivered not coincide with your Order, then you must inform the KENZO Customer service and return the Product or Products in question, in accordance with the terms and conditions set out in the “Returns Policy (withdrawal/cancellation rights)” section.

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 KENZO 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 KENZO 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 Products 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 local 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.

Notwithstanding the above, the KENZO Products that are offered on our Online-Shop are subject to the terms and conditions of the legal warranties set out in Articles L217-3 to L217-20 of the French consumer Code, within a period of two (2) years from the delivery of the Products, without having to prove that the defect existed before the delivery by contacting KENZO at the address mentioned in article 12 below. It should be noted that defects of conformity which appear within a period of twenty-four (24) months from the delivery of the goods shall, in the absence of proof to the contrary, be presumed to have existed at the time of the said delivery, unless this presumption is incompatible with the nature of the goods or of the defect claimed. In case of non-conformity, you may be able to benefit from the following options depending on what is possible and subject to the cost conditions provided for in Article L217-12 of the Consumer Code: (i) the replacement of the Products by an identical product or of equivalent quality and price, depending on available stocks; or (ii) the repair of the Products. If these two solutions are impossible to implement within thirty (30) days following your request according to the conditions provided for in Articles L217-8 to L217-17 of the French Consumer Code, we will issue a full refund (purchase price and possible delivery costs), against return of the Products or if you wish to keep the Product at a price reduction proportional to the difference between the value of the delivered good and the value of this good in the absence of conformity. The cost of returning the Products, the cost of repairing it or of delivering another Products will be borne by us. The reimbursement of the sums due under this article will be made upon receipt of the good or the proof of your return of the non-conforming Product and in any case no later than fourteen (14) following days.

Besides, as a consumer, you also have the right to invoke the legal warranty against the hidden defects provided in articles 1641 to 1649 of the French Civil Code or any other contractual or extra-contractual action (tort) which is recognized by the law. In such a case, the consumer can choose between (i) the termination of the sale and a reimbursement or (ii) keep the Product and claim a reduction of the price pursuant to Article 1644 of the Civil Code. Pursuant to article 1648 paragraph 1 of the Civil Code, the action resulting from latent defects must be filed within two (2) years of the discovery of the defect.

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

You must give Global-e and KENZO 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 Online-Shop or checkout will be uninterrupted or error-free. Global-e and KENZO are entitled without notice and without liability to suspend the Online-Shop or the checkout for repair, maintenance,

improvement or other technical reason.

To the maximum extent permitted by applicable law, Global-e and KENZO 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.

11. 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.

KENZO trademark, figurative or non-figurative trademarks, and, more generally, all other trademarks, illustrations, images and logos appearing on KENZO Products or the Online-Shop, their accessories or their packaging, whether registered or not, are and shall remain the exclusive property of KENZO. Any total or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for whatever reason and on whatever medium, is strictly prohibited. The same applies to any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. These provisions also apply to all copyrights, drawings and models, and patents reproduced on the Online-Shop. The use of all or part of KENZO Online-Shop, in particular by downloading, reproduction, transmission or representation for purposes other than personal and private use for non-commercial purposes is prohibited.

12. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of France .

When a specific applicable law (namely specific consumer laws in your country), **explicitly** prevails the laws of England and Wales, then with respect to the prevailing subject matter, the governing law of such matter will be that 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.

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.

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 Paris, France.

13. MISCELLANEOUS

Communications will be made in the English language and 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 KENZO 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, KENZO or the public.

The Online-Shop and/or checkout may contain links to third party websites 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 websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release Global-e from any and all liability arising from your use of any third-party website. Accordingly, you are encouraged to read the terms and conditions and privacy policy of each third-party website 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 Online-Shop. 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 our behalf, and that no public filing requirements apply.

if any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the greatest extent permitted by law, and the remaining provisions of the agreement shall remain in full force and effect. If any provision is deemed unenforceable due to being too broad or for any other reason, the parties agree to substitute a lawful provision that gives effect to the original intent of the parties as closely as possible

If you have any questions or complaints about Global-e, these Terms or the checkout, please contact us at service@Global-e.com or at our applicable trading address of the applicable [Global-e Contracting Party](#).

For any information, claims or questions concerning KENZO's Online-Shop or Products themselves, you can contact the KENZO Customer service team, speaking French or English languages, available from Monday to Friday, except public holidays) on 9h30 to 18h local French time, by phone : +33 (0)1 73 04 20 58, by email customerservice@kenzo.com, or section "Contact us" on the Online-Shop), or by mail: KENZO – Customer service Online-Shop – 18 rue Vivienne – 75002 Paris, France.

Annex I

1. EUROPEAN ECONOMIC AREA (EEA) (including Germany, France, etc.)

(a) For consumers in the EU

If you are a consumer 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.

In accordance with the provisions of the French Consumer Code, you are informed that for its concerns KENZO has appointed the Paris Mediation and Arbitration Center (CMAP), as its Consumer Mediator: 39 avenue Franklin Roosevelt – 75008 Paris – France / www.cmap.fr / phone: 0 44 95 11 40.

(b) you may have legal rights in relation to Products that are not as described, not of satisfactory quality, or otherwise not fit for purpose.

(c) For consumers in Germany,

The statutory warranty rights apply with respect to Products that is not free of legal and/or material defects.

(d) For consumers in Sweden

you may use the alternative dispute resolution process provided by the ARN (www.arn.se).

(e) For consumers in Denmark

- You may file a complaint with "Nævnenes Hus, Mæglingsteamet for Forbrugerklager, Toldboden 2, 8800 Viborg" via Klageportalen - Nævnenes Hus (naevneneshus.dk).
- Danish consumers can use the EU Commission's online complaint form at Onlinetvistbilæggelse | Europa-Kommissionen
- the limitation of liability under these Terms will not apply in the event of claims arising out of gross negligence or willful misconduct

(f) For consumers in Italy

- If the Global-e Contracting Party is an entity incorporated in the EU or if you are otherwise entitled, you may have a right to invoke the legal warranty of conformity (the "**Legal Guarantee**") provided for in Articles 128 et seq. of Italian Legislative Decree No. 206 of December 6, 2005 (the "**Consumer Code**"). In particular, you may be entitled to make a claim under the warranty of conformity for any lack of conformity existing at the time of delivery of the Product, provided that the lack of conformity has become apparent within the term of 2 (two) years from delivery of the Product and was reported by you to customer support within such time frame. A claim hereunder must contain an accurate and complete description of the defects or faults complained of and photos of the product, highlighting the reported lack of conformity. If the reported defect exists, you will not be charged for the delivery costs of returning the defected Product. When returning the Product you must include the defect report form (duly completed) and attach the shipment labels and RMA number provided to you via e-mail to the returned package

and any other document reasonably requested by us or KENZO. You may be able to benefit from the following options depending on what is possible and subject to conditions provided under applicable law: (i) repair of the faulty Product (ii) replacement of the faulty Product (iii) a reasonable reduction in price or (iv) termination of the sale contract. where it was verified that the reported lack of conformity does not exist or that there are no prerequisites for the applicability of the Legal Guarantee, the Legal Guarantee will not operate and all transportation costs - both those incurred by you to send the product to us and vice versa - will be borne by you.

- If the Global-e Contracting Party is an entity incorporated in the EU, the limitation of liability under these Terms will not apply in the event of claims arising out of gross negligence or willful misconduct

2. AUSTRALIA

(a) All terms, conditions, warranties and representations that might otherwise be granted or implied by Australian law, are hereby expressly excluded, except for any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, as between the parties by law including liability under the Competition and Consumer Act 2010 (Cth). Nothing restricts your rights under the Australian Consumer Law, these rights include:

- If your Products fails to meet a consumer guarantee under the Australian Consumer Law, you will be entitled to a repair, replacement or refund depending on whether the defect is classified as a minor or major defect. A consumer guarantee under the Australian Consumer Law includes a guarantee that the product is of acceptable quality, matches the description provided in the Site, is fit for purpose and meets any extra promises made about performance, condition and quality.
- If the defect is considered a minor failure of the Product, your Product may be repaired, replaced or you will be refunded for your purchase, as elected by us or KENZO.
- If the defect is considered a major failure of the Products, you are entitled to reject the goods and choose a refund or replacement of the Product, or ask for compensation for any drop in value of the goods.

(b) The Clause captioned "[DUTIES AND TAXES](#)", including in relation to return costs and claiming back Import Charges in cases of returns or other eligible circumstances, is subject to your rights under the Australian Consumer Law (including in relation to return costs under the consumer guarantees).

(c) The final two paragraphs of the clause captioned "[TITLE; RISK; IMPORTER OF RECORD](#)" are subject to your rights under the Australian Consumer Law, including under the consumer guarantees.

3. BRAZIL

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.

4. CANADA

(a) For customers in Quebec, Canada, you may have a warranty available under Quebec law. For more information on this warranty, consult the Office de la protection du consommateur (www.opc.gouv.qc.ca).

(b) 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.

5. **UNITED KINGDOM (UK)**

(a) CONSUMER CANCELATION RIGHTS

If you are a “Consumer” and a resident of the United Kingdom ("UK"), 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 Cancellation:

The 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, subject to and with the following changes:

- Informing about your decision to cancel 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 cancel through the methods stated in the refund instructions [above](#) (i.e. through the returns portal which is available on the Online-Shop or in the Online Support link which is in Order Confirmation, or if such are not available by contacting KENZO Customer service team. however, you may also inform us by using the model withdrawal/cancellation form attached to these terms as 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 will be reimbursable or refundable (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 14 days from the time we received your cancellation request, however if a supplied Product has not been received back from you during such time period, Refund may be delayed until such time the Products is received back, or if earlier, until the time you provide sufficient evidence that you have returned the Product.

(b) you may have legal rights in relation to Products that are not as described, not of satisfactory quality, or otherwise not fit for purpose.

6. UNITED STATES

(d) If you are a resident of the United States, then you hereby agree that notwithstanding anything in these Terms 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.

FORM TO BE USED FOR WITHDRAWAL/CANCELLATION

(PLEASE COMPLETE AND RETURN THIS FORM ONLY IF YOU WISH TO WITHDRAW/CANCEL AN ORDER).

TO THE ATTENTION OF KENZO CUSTOMER SERVICE ONLINE-SHOP, BY POST TO THE FOLLOWING ADDRESS 18 RUE VIVIENNE - 75002 PARIS, FRANCE OR BY EMAIL TO THE FOLLOWING ADDRESS: CUSTOMERSERVICE@KENZO.COM.

I/WE [*] HEREBY NOTIFY[*] YOU OF MY/OUR [*] WITHDRAWAL/CANCELLATION OF THE ORDER RELATING TO THE SALE OF THE GOODS DESCRIBED BELOW:

- GOODS __ [REFERENCE]: _____
- ORDERED ON [*/RECEIVED ON [*]: _____
- NAME OF THE CONSUMER(S):
- ADDRESS OF THE CONSUMER(S):
- SIGNATURE OF THE CONSUMER(S) (ONLY IF THIS FORM IS NOTIFIED ON PAPER)
- DATE:

[*] DELETE AS APPLICABLE.