

# TERMS OF PURCHASE

Last updated: **December 9, 2022**

## ONLINE SALES

In addition to the Terms of Use <http://us.louisvuitton.com/eng-us/legal-notice> which governs your use of this website (the “Site”), these Terms of Purchase govern any order or purchase you (the individual completing this order, “you”) make on the Site operated by Louis Vuitton North America, Inc. (“Louis Vuitton” or “Louis Vuitton North America” or “we”). By proceeding to place an order and accepting these Terms of Purchase, you agree to be bound by these Terms of Purchase whether or not you have read them. If you do not agree to these Terms of Purchase, proceed to cancel your order now. Please print a copy of these Terms of Purchase for your records.

### **1. Ordering Process**

All advertisements on the Site are invitations to purchase and not offers to sell. Louis Vuitton reserves the right, at its sole discretion, to accept or reject the order once the order form has been completed and submitted.

Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your account. Such e-mail is a confirmation that your order has been received by Louis Vuitton but does not constitute acceptance of your order. Louis Vuitton reserves the right at any time after receipt of your order to accept or decline your order for any reason and Louis Vuitton will contact you at the e-mail address provided in the order form of its decision to accept or reject your order. In the event that Louis Vuitton rejects the order, Louis Vuitton will have no obligation to fulfill your order and you will have no obligation to pay Louis Vuitton for the order.

### **2. Availability**

The purchase of products on the Site is subject to availability. In the event that Louis Vuitton advises you that such products are no longer available, Louis Vuitton will have no obligation to fulfill your order and you will have no obligation to pay Louis Vuitton for the order. This Site only ships products to addresses in the U.S.

### **3. Price**

You agree to pay Louis Vuitton the amount set out as the “TOTAL” in your order summary as part of the “Payment” step (the “Fee”). The Fee is quoted in U.S. dollars and includes shipping and handling and all applicable taxes.

#### **4. Method of Payment**

When placing an order, your billing address must correspond to the address of your credit card, otherwise we will not be able to process your order. Gift cards and gift certificates will not be applicable on the Site. On the Site (including its mobile version), you may pay for your purchase using a valid VISA, MasterCard, American Express, PayPal or Apple Pay, and you authorize Louis Vuitton to charge the applicable card for the Fee and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be shipped and Louis Vuitton will have no obligation to fulfill your order.

#### **5. Shipment**

Your order will be shipped to the U.S. delivery address specified by you during the order process. Louis Vuitton is not responsible for any loss of the products following shipment from Louis Vuitton's or its agents' or mandataries' facilities to your delivery address.

#### **6. Returns and Exchanges**

A refund may only be made in the same currency and country / region as the original purchase. All merchandise must be in perfect saleable condition. For fragrance returns, the wrapping and/ or packaging with stickers and adhesive labels must remain sealed, unopened, and not tampered with for an exchange or refund to be accepted. Any fragrance purchases with customized engraved bottles are not eligible for exchange or refund. For watches or jewelry returns, the complete product must be returned, including the packaging, instructions leaflet (with the warranty certificate on the final page), product certificates (such as COSC and GIA, where applicable) and the invoice.

PayPal purchases may only be exchanged or returned for a full refund at our online store, within thirty (30) days of the original purchase date, and when accompanied by the original sales receipt.

A refund may only be made in the same currency and country / region as the original purchase. All merchandise must be in perfect saleable condition. For fragrance returns, the wrapping and/ or packaging with stickers and adhesive labels must remain sealed, unopened, and not tampered with for an exchange or refund to be accepted. Any fragrance purchases with customized engraved bottles are not eligible for exchange or refund. For watches or jewelry returns, the complete product must be returned, including the packaging, instructions leaflet (with the warranty certificate on the final page), product certificates (such as COSC and GIA, where applicable) and the invoice.

Merchandise in perfect saleable condition will be accepted for exchange in any freestanding Louis Vuitton store around the world, excluding Brazil, China, Colombia, the Dominican Republic, India, Jordan, Kazakhstan, Korea, Lebanon, Mexico, Russia, Thailand, Taiwan, Turkey, Ukraine and Vietnam.

Exports: Clients planning to export items are solely responsible for complying with all applicable laws in connection with such exports.

## **7. Passwords**

You are responsible for the security of your account and password. Louis Vuitton will not be liable for any damages and expenses arising out of or relating to any unauthorized use of such password.

## **8. Privacy**

Louis Vuitton's personal information practices on the Site are governed by Louis Vuitton's Privacy Policy which can be found at <http://us.louisvuitton.com/eng-us/legal-notice>. Please review the Privacy Policy and print a copy for your records.

## **9. Changes to the Terms of Purchase**

Louis Vuitton may at any time modify these Terms of Purchase and will post a copy of the amended Agreement at <http://us.louisvuitton.com/eng-us/legal-notice>.

## **10. Limitation of Liability**

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL LOUIS VUITTON BE LIABLE FOR ANY INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE OR THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT. THIS TERM MAY BE VOID, INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART IN THE STATE OF NEW JERSEY.

LOUIS VUITTON'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED ON THIS SITE AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO LOUIS VUITTON HEREUNDER FOR THE PURCHASE OF SUCH PRODUCTS.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN "AS IS" BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS, OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CHECK YOUR LOCAL LAWS.

## **11. Applicable Law**

This Agreement will be governed by the laws of the State of New York. The exclusive jurisdiction for any claim, action or dispute with Louis Vuitton or relating in any way to your use of the Site or a purchase made on the Site will be in the state and federal courts of the State of New York and the venue for the adjudication or disposition of any such claim, action, or dispute will be in the City of New York, New York. All parties to this Agreement waive their respective rights to a trial by jury.

## **12. General**

Except for the Terms of Use which govern your use of the Site, these Terms of Purchase along with your purchase order/invoice are the entire agreement between you and Louis Vuitton with respect to any purchase made by you on the Site and supersede all previous agreements, understandings and representations relating thereto. No failure by Louis Vuitton to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of this Agreement or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of this Agreement, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. Louis Vuitton will not be liable for any delay or failure to perform any of its obligations under these Terms of Purchase if such delay or failure is due to causes beyond its control. You may not assign these Terms of Purchase to any third party without the prior written consent of Louis Vuitton. These Terms of Purchase will be binding upon and will ensure to the benefit of (i) you and your heir, executor, administrator and other legal representatives; and (ii) Louis Vuitton and its successors and assigns. In the event of an inconsistency between the Terms of Use and these Terms of Purchase, the wording in these Terms of Purchase will prevail.

You may contact Louis Vuitton at: [contact\\_us@louisvuitton.com](mailto:contact_us@louisvuitton.com) and at 866.VUITTON.

## **13. Product Purchase Limitations**

To ensure better service and better availability of our products, Louis Vuitton limits the quantity of products that can be purchased as follows : no more than 3 leather goods (including small leather goods) per transaction, with no more than 2 identical products per such transaction. Also customers cannot, within 4 consecutive weeks, (i) buy more than 6 leather goods products (including small leather goods products), or (ii) buy in more than 3 different LV stores in the worldwide network, or (iii) conduct more than 8 transactions of all kind of products.

In any case the total number of purchased leather goods (including small leather goods products) will not exceed 12 products within 12 consecutive months.

To ensure the observance of those restrictions, Louis Vuitton Americas processes your purchase history. In case of non-observance, our client advisors may refuse further transactions with you, for a period of 2 years from your last purchase. For more information please read our privacy policy in store or on [www.louisvuitton.com](http://www.louisvuitton.com), or you may contact us at: <https://us.louisvuitton.com/eng-us/start-the-journey> for additional information.

## **TELEPHONE SALES**

These Terms of Purchase govern any order or purchase you (the individual completing this order, "you") make with Louis Vuitton North America, Inc. ("Louis Vuitton" or "Louis Vuitton North America" or "we") via telephone. Please print a copy of these Terms of Purchase for your records.

### **1. Ordering Process**

Receipt of your order will be confirmed via an automatic e-mail to the e-mail address associated with your order. Such e-mail is a confirmation that your order has been received by Louis Vuitton but does not constitute acceptance of your order. Louis Vuitton reserves the right at any time after receipt of your order to accept or decline your order for any reason and Louis Vuitton will contact you at the e-mail address provided in the order form of its decision to accept or reject your order. In the event that Louis Vuitton rejects the order, Louis Vuitton will have no obligation to fulfill your order and you will have no obligation to pay Louis Vuitton for the order.

### **2. Availability**

The purchase of products is subject to availability. In the event that Louis Vuitton advises you that such products are no longer available, Louis Vuitton will have no obligation to fulfill your order and you will have no obligation to pay Louis Vuitton for the order. Louis Vuitton North America only ships products to addresses in the U.S.

### **3. Price**

You agree to pay Louis Vuitton the total amount communicated to you over the telephone which will be set out in your invoice (the "Fee"). The Fee is quoted in U.S. dollars and includes shipping and handling and all applicable taxes.

### **4. Method of Payment**

When placing an order, your billing address must correspond to the address of your credit card, otherwise we will not be able to process your order. Gift cards and gift certificates will not be applicable to telephone sales. You may pay for your purchase using a valid VISA, MasterCard, American Express, PayPal or Apple Pay, and you authorize Louis Vuitton to charge the applicable card for the Fee and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be shipped and Louis Vuitton will have no obligation to fulfill your order.

## **5. Shipment**

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PayPal purchases may only be exchanged or returned for a full refund at our online store, within thirty (30) days of the original purchase date, and when accompanied by the original sales receipt.

A refund may only be made in the same currency and country / region as the original purchase. All merchandise must be in perfect saleable condition. For fragrance returns, the wrapping and/ or packaging with stickers and adhesive labels must remain sealed, unopened, and not tampered with for an exchange or refund to be accepted. Any fragrance purchases with customized engraved bottles are not eligible for exchange or refund. For watches or jewelry returns, the complete product must be returned, including the packaging, instructions leaflet (with the warranty certificate on the final page), product certificates (such as COSC and GIA, where applicable) and the invoice.

Merchandise in perfect saleable condition will be accepted for exchange in any freestanding Louis Vuitton store around the world, excluding Brazil, China, Colombia, the Dominican Republic, India, Jordan, Kazakhstan, Korea, Lebanon, Mexico, Russia, Thailand, Taiwan, Turkey, Ukraine and Vietnam.

Exports: Clients planning to export items are solely responsible for complying with all applicable laws in connection with such exports.

## **7. Privacy**

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## **8. Changes to the Terms of Purchase**

Louis Vuitton may at any time modify these Terms of Purchase by providing you notice, via e-mail or mail, to the e-mail or billing address associated with your account, all in accordance with applicable laws.

## **9. Limitation of Liability**

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL LOUIS VUITTON BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED FROM LOUIS VUITTON OR THEIR USE OR MISUSE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THIS AGREEMENT OR ANY FUNDAMENTAL BREACH OF THIS AGREEMENT. THIS TERM MAY BE VOID, INAPPLICABLE OR UNENFORCEABLE IN WHOLE OR IN PART IN THE STATE OF NEW JERSEY.

LOUIS VUITTON'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURY AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED FROM LOUIS VUITTON AND ANY USE MADE THEREOF WILL BE LIMITED TO ALL FEES PAID BY YOU TO LOUIS VUITTON HEREUNDER FOR THE PURCHASE OF SUCH PRODUCTS.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING ANY OF THE FOREGOING AND EXCEPT AS OTHERWISE PROVIDED IN WRITING, ANY PRODUCTS SOLD TO YOU ARE ON AN "AS IS" BASIS, WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE; HOWEVER, BECAUSE SOME JURISDICTIONS DO NOT ALLOW SUCH LIMITATIONS, OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CHECK YOUR LOCAL LAWS.

## **10. Applicable Law**

This Agreement will be governed by the laws of the State of New York. The exclusive jurisdiction for any claim, action or dispute with Louis Vuitton or relating in any way to your use of the Site or a purchase made on the Site will be in the state and federal courts of the State of New York and the venue for the adjudication or disposition of any such claim, action, or dispute will be in the City of New York, New York. All parties to this Agreement waive their respective rights to a trial by jury.

## **11. General**

These Terms of Purchase along with your purchase order/invoice are the entire agreement between you and Louis Vuitton with respect to any telephone purchase made by you and supersede all previous agreements, understandings and representations relating thereto. No failure by Louis Vuitton to exercise any rights, powers or remedies hereunder or its delay to do so will constitute a waiver of these rights, powers or remedies, and all waivers will be in writing. The single or partial exercise of a right, power or remedy will not prevent its subsequent exercise or the exercise of any other right, power or remedy. If any provision of this Agreement or part thereof is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remainder of the provision or the remaining provisions of this Agreement, as the case may be, or the legality, validity or enforceability of that provision or part thereof in any other jurisdiction. Louis Vuitton will not be liable for any delay or failure to perform any of its obligations under these Terms of Purchase if such delay or failure is due to

causes beyond its control. You may not assign these Terms of Purchase to any third party without the prior written consent of Louis Vuitton. These Terms of Purchase will be binding upon and will ensure to the benefit of (i) you and your heir, executor, administrator and other legal representatives; and (ii) Louis Vuitton and its successors and assigns.

You may contact Louis Vuitton at: [contact\\_us@louisvuitton.com](mailto:contact_us@louisvuitton.com) and at 866.VUITTON.