

## **GUTTERIDGE USA - TERMS AND CONDITIONS OF SALE**

**Effective Date: 22 June 2026**

Welcome to the website [ww.gutteridge.com](http://ww.gutteridge.com) (the "Site").

This e-commerce platform sells Gutteridge brand items, a brand owned by Capri s.r.l. - a company under the laws of Italy, with its registered office at via Francesco Caracciolo n. 15, 80122 – Napoli, P.IVA 05647000636 (hereinafter, “**Capri**”) - and distributed in USA by Newbridge Commerce LLC. Newbridge Commerce LLC, is an US Company, with its registered office at 50 Broad Street, Suite 1810, New York, NY 1004, United States, EIN: 35-2947126 (hereinafter, “**Newbridge**”).

These Terms and Conditions ("Terms") govern the use of the site and the purchase of products from the Site.

Please note that by using this Site you: (i) agree to be legally bound by these Terms, (ii) acknowledge that you have read and understand these Terms, and (iii) represent that you are of legal age in your jurisdiction to enter into a binding agreement. If you do not agree to these Terms, do not use this Site.

E-mail: [customercare@gutteridge.com](mailto:customercare@gutteridge.com)

**PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A BINDING ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER THAT AFFECT YOUR LEGAL RIGHTS.**

### **1. ORDER PLACEMENT AND ACCEPTANCE**

Please note that your order is an offer to buy from Newbridge. The receipt of an e-mail order confirmation does not constitute Newbridge’s acceptance of an order or a confirmation of an offer to sell. To place an order, you must follow the online shopping process and click to submit the order. After this, you will receive an e-mail from Newbridge acknowledging that Newbridge has received your order ("Order Confirmation").

All orders are subject to Newbridge’s review and acceptance, and no contract in respect of the purchase of a product shall exist between you and Newbridge until your order has been accepted by Newbridge.

Newbridge will confirm such acceptance to you by sending you an e-mail confirming that the product has been dispatched ("Shipment Confirmation").

Newbridge reserves the right, without prior notification, to limit the order quantity on any item, to refuse service to any customer, or to cancel orders that appear to be placed in violation of Newbridge’s internal policies.

Newbridge reserves the right to refuse orders that appear intended for resale, export or commercial distribution.

Newbridge further reserves the right to correct any errors, inaccuracies, or omissions (including typographical errors regarding price) and to cancel any orders placed for products listed at an incorrect price, whether or not the order has been confirmed and your credit card charged. If your order is cancelled after your payment method has been charged, Newbridge will issue a full refund.

### **2. PRICING AND PAYMENT**

Prices: All prices are indicated in US Dollars. The prices displayed on the Site are exclusive of shipping charges and applicable sales tax. Sales tax is calculated and charged according to the shipping address of your order, as required by applicable state and local laws. The total cost of the order, including merchandise, delivery charges, and sales tax, will be displayed at checkout before you finalize your order. Prices are subject to change at any time.

Payment Methods: Newbridge accepts payment via major credit cards (Visa, MasterCard, American Express), PayPal, Apple Pay.

Billing: By clicking to finalize your order, you are confirming that the credit card or payment method being used is yours. Your payment method may show a pre-authorization of the funds immediately upon placing the Order to ensure sufficient funds are available. However, the actual amount of the purchase will not be charged to your original payment method until your order has been shipped. (Note: If payment is made via PayPal, Apple Pay, or a Gift Card, the amount may be charged immediately upon confirmation of your order). All payment cards are subject to validation checks and authorization by your card issuer; if Newbridge does not receive the required authorization, Newbridge will not be liable for any delay or non-delivery.

### **3. DELIVERY**

Shipping: Products offered through the Site are currently available for delivery only to the fifty (50) states of the United States and the District of Columbia. Newbridge is unable to deliver to P.O. Boxes, APO/FPO addresses, Puerto Rico, US territories, or freight forwarding companies. Newbridge will endeavour to fulfil your order by the estimated delivery date set out in the Shipment Confirmation; however, delivery dates are estimates only and are not guaranteed. Risk of loss and ownership of the product(s) will pass to you upon delivery of the product(s) to the designated delivery address.

### **4. PRODUCT USE DISCLAIMER**

You shall assume all risks associated with improper use, alteration, modification or misuse of products.

### **5. RESTRICTIONS ON USE AND ANTI-AI SCRAPING**

You may not use the Site for any competitive or commercial purpose. You expressly agree not to use any data mining, robots, data or web scraping, or similar data gathering and extraction tools on the Site, **including with respect to training data for, or otherwise gathering data in connection with, any artificial intelligence model, tool, or program.**

### **6. INTERACTIONS WITH AI FEATURES**

Newbridge may offer AI-powered features on the Site, including chatbots, product recommendations, or AI-generated translations. The AI Features are provided "as is" and "as available," and Newbridge makes no representation as to their accuracy. You agree not to rely on these features for making significant decisions. **You also agree not to submit any highly sensitive personal information, such as financial account numbers, medical information, or Social Security numbers into Newbridge's AI Features.**

### **7. USER CONTENT AND SUBMISSIONS**

Any reviews, images, photos, or other content you submit to Newbridge or post on social media using Gutteridge hashtags ("User Content") will be treated as non-confidential. By posting User Content, you grant a perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, transferable license to use, reproduce, modify, and display such content in any media. You represent that you own all rights to your User Content and that it does not infringe on any third party's rights.

*DMCA Notice:* If you believe your copyright has been infringed on the Site, please contact DMCA Designated Agent at [customercare@gutteridge.com](mailto:customercare@gutteridge.com) with the information required by the Digital Millennium Copyright Act.

### **8. DISCLAIMER OF WARRANTIES**

**YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. THE SITE AND ALL PRODUCTS OFFERED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS,**

**WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, NEWBRIDGE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

#### **9. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NEWBRIDGE, ITS AFFILIATES, OFFICERS, OR DIRECTORS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING FROM OR RELATED TO YOUR USE OF THE SITE OR PRODUCTS PURCHASED, EVEN IF NEWBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEWBRIDGE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY PRODUCT PURCHASED SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU FOR THE PRODUCT GIVING RISE TO THE CLAIM OR (B) USD 100.**

#### **10. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Newbridge, its affiliates, officers, and employees from and against all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your violation of these Terms, your misuse of the Site, or your User Content.

#### **11. DISPUTE RESOLUTION, BINDING ARBITRATION, AND CLASS ACTION WAIVER**

- A. **Binding Arbitration:** Any controversy or claim arising out of or relating to these Terms or your purchases shall be settled by binding arbitration, rather than in a court of law. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules or by JAMS. The arbitration shall be conducted exclusively in Boston, Massachusetts, or at another mutually agreed location. The arbitrator shall apply the laws of the Commonwealth of Massachusetts consistent with the Federal Arbitration Act.
- B. **Class Action Waiver:** **ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU AND NEWBRIDGE WAIVE THE RIGHT TO A TRIAL BY JURY.**
- C. **Mass Arbitration and Bellwether Protocols:** In the event 25 or more arbitration demands of a similar nature are filed within 180 days by the same law firm or collection of law firms, this will constitute a "Mass Arbitration". The arbitration provider shall randomly select a total of ten (10) "Bellwether Arbitrations" to proceed first. While these are adjudicated, all remaining demands shall be held in abeyance and stayed, and no additional fees shall be paid. Following the Bellwether Arbitrations, the parties shall engage in global mediation.
- D. **Time Limitation:** Any claim or cause of action arising out of or related to the use of the Site or these Terms must be filed within one (1) year after such claim arose or be forever barred.
- E. **Governing Law and Venue:** These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules. For

any disputes, actions, or proceedings not subject to the binding arbitration provisions set forth herein, you irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts located in Boston, Massachusetts.

## **12. RETURN AND EXCHANGE POLICY**

Subject to applicable law, Newbridge will accept returns or exchanges of new, unworn, unwashed, and unaltered merchandise with all internal garment tags intact, accompanied by the original receipt, within thirty (30) days of the Shipment Confirmation date.

- **Refunds:** Refunds will be made in the form of the original payment. If the original form of payment is not available, a merchandise credit will be issued.
- **Exceptions:** Monogrammed or customized products are not returnable or exchangeable. Undergarments and swimwear are returnable only if they remain in their original packaging and the hygiene sticker remains attached. Subject to applicable law, on-sale merchandise is sold “as-is” and price adjustments will not be honoured.
- **Defective Products:** If a product is defective, please contact Customer Service. Defective products will be refunded in full, including original delivery charges, within a reasonable period of time.

## **13. STATE-SPECIFIC NOTICES**

- **Notice to California Residents:** Under California Civil Code Section 1789.3, California users may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
- **Notice to New Jersey Residents:** Your rights are protected under the Truth-in-Consumer Contract, Warranty and Notice Act and New Jersey law generally. Nothing in these Terms limits, varies, or alters your rights under New Jersey law as they relate to limitations of liability, dispute resolution, or personal injury. In the event of any conflict, New Jersey law will govern for residents of New Jersey.