

TERMS AND CONDITIONS OF SALE ("SALES TERMS") FOR PRODUCTS PURCHASED FROM GLOBAL-E NL

Effective as of 19 May 2020

These Sales Terms establish the conditions for the sales made between any individual (acting for purposes which are wholly outside that individual's trade, business, craft or profession, referred to as "you") wishing to make a purchase of HUGO BOSS products from the international website www.HugoBoss.com (the "**Online Store**") and Global-e NL B.V., a Dutch company registered under number 72541466, having its registered office at Krijn Taconiskade 430 1087 HW Amsterdam The Netherlands (referred to as "**Global-e**", "we", "our", "us") operating as a seller.

These Terms and Conditions form a binding contract between you and Global-e. These Sales Terms do not create any responsibilities or liabilities for HUGO BOSS AG (referred to as Hugo Boss) or its affiliates in respect to you unless expressly stated otherwise.

Only HUGO BOSS products sold on the Online Store are referred to as "Products". HUGO BOSS products which are sold on other websites or offline do not fall under the definition of "Products", and will remain at all times under the applicable terms of sale of such other websites or offline sales.

1. About These Sales Terms

These Sales Terms (including Global-e's Privacy Policy referred to in Section 11 below) only apply to purchases made in the Online Store when Global-e operates as the seller.

These Sales Terms may be changed from time to time. The effective date of such change will be stated above. Any changes to the Terms and Conditions will apply to orders placed on or after the effective date.

BY PLACING AN ORDER FOR PRODUCT(S) YOU AGREE TO BE BOUND BY AND ACCEPT THESE SALES TERMS.

2. Placing an Order

Global-e has agreement with Hugo Boss, to make Hugo Boss's Products available to you for purchase from, and delivered by, Global-e. This allows you to buy such Products from Global-e in your local currency and at a price that includes any applicable sales taxes (such as VAT), plus international delivery costs and fees ("**Delivery Costs**") and, if available for pre-payment, any import duties, tariffs and similar fees that may be imposed by the delivery destination country ("**Import Charges**"). It will be identified at the checkout (or similar) facility, operated by Global-e on Hugo Boss' Online Store you are browsing ("**Checkout**") whether Import Charges will be pre-paid for you depending on the delivery destination country. Unless otherwise stated at the Checkout, the Import Charges will be pre-paid for you.

You are advised that the characteristics of the Products you are buying from Global-e, as well as the price, Delivery Costs and (if available for pre-payment) Import Charges, shall be those displayed to you by Global-e at the Checkout. Please make sure you review your Checkout page so that you can identify and correct any input errors.

By placing an order via the Checkout ("**Order**"), you acknowledge that the seller is Global-e and not Hugo Boss, and that upon successful verification by Global-e of your Order and payment information, Global-e will buy the Products from Hugo Boss and resell it to you in accordance with these Sales Terms.

Browsing for Products is done on the Online Store. You place the Order for selected Products by using the Checkout ordering process. This involves selecting the Products, placing it in the shopping cart / basket operated on the Online Store and transmitting the Order by clicking on the "**PAY AND PLACE ORDER**" button (or similar button) through the Checkout. This process permits you to check and amend any errors before making an Order by using the "back" button.

Please note that Orders can only be placed by non-trading individuals. Therefore, we will not accept Orders placed by companies, associations, independent contractors or any other kind of legal entity.

To place an Order you have to:

- provide your name and address, phone number, email address, payment details and other required information;
- be at least at the age legally required under local law where you are resident to bind yourself legally to these Sales Terms. By placing an Order, you confirm to us that you meet this requirement.

In case you created an account with a personal user identification and password, keep your password protected at all times and do not disclose it to anyone else as you are personally responsible for each purchase made using your user identification and password.

The gross value of an order via the Online Store of any kind whatsoever (including value-added tax, but excluding any delivery or other charges) (the "Order Value") may not exceed €4,000 and may not be less than €25. Please note that these figures may change from time to time. A maximum order quantity of 3 articles per style (meaning same colour and same size) applies to each order.

3. Order Processing and Contract conclusion

Once you have placed your Order, Global-e will promptly acknowledge your Order by sending you an email which will contain the relevant details of your Order. Please note, this does not constitute Global-e's acceptance of your Order to buy the Products – it only constitutes our acknowledgement of your Order. Global-e does not accept your Order (and therefore makes no commitment to provide you with the Products), and no contract for the sale of such Products shall come into effect, until Global-e specifically accepts your Order and notifies you by email that we dispatched the Products to you ("**Order Confirmation**"). The Order Confirmation email is your proof of purchase, please store it as we will not archive your contract.

If the payment method you selected at Checkout supports an authorisation mechanism (e.g. most credit/debit cards), when you place your Order Global-e will only authorise the applicable amounts, and you will be charged only after the Products have been dispatched to you. Please note that Global-e charges the full Order amount even if the Order is dispatched in parts.

Global-e makes the appropriate efforts to process and fulfil any Order as quickly as possible. However, Global-e may, upon notice to you, decline to accept your Order if: (a) the Products are unavailable (in which case, if the payment was processed, Global-e will refund you in accordance with these Sales Terms); or (b) Global-e is unable to verify the payment information you provided.

Global-e may, if it suspects someone's identity, address, email address and/or payment information is being used fraudulently or in an unauthorised manner, also require additional verifications or information before accepting any Order. Global-e may choose not to accept Orders in their sole discretion and notably abnormal orders, orders which suspected to be placed not in good faith or orders which have not been placed by individuals. Global-e is not required to provide a reason for declining to accept any order, though may do so in their sole discretion.

Global-e is under a legal duty to supply Products that are in conformity with the contract. Furthermore, nothing in these Sales Terms affects your legal rights in relation to Products that are not in conformity with the contract, whether because they are faulty, not as described or otherwise.

4. Prices, Shipping and Handling charges, Taxes and Import Charges

The price charged for a Product will be the price in effect at the time the Order is placed on the Checkout and will be set out in the order confirmation email. The price of a Product will appear in your local currency. Global-e reserves the right to update prices due to variation of the exchange rates between the base currency and your local currency, and you acknowledge that such updates may affect final pricing of the Product. You

will be charged according to the applicable exchange rate at the time you actually make your Order on the Online Store.

We may change prices at any time without notice. Price increases will only apply to Orders placed after such changes.

Please note if a pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the relevant products to you at the incorrect (lower) price.

Depending on the delivery destination country prices for the Product(s) include VAT or other applicable taxes but do not include charges for shipping and handling or Import Charges.

Depending on the delivery destination country separate charges for shipping, handling, Import Charges and their related VAT or other taxes will be shown on the Checkout during the Checkout process and, in any case, on the Order Confirmation email.

Unless otherwise stated at the Checkout, and depending on the delivery destination country you may have the option to pre-pay the Import Charges. If the Import Charges will not be pre-paid for you, it will be indicated at the Checkout and the Order Confirmation email. In such cases (a) you are advised that the amount of Import Charges displayed under the pre-pay option in your order may not reflect the actual Import Charges payable by you as determined by your delivery destination country's relevant authority, which may be more or less than such estimate; and (b) you will be fully responsible for paying all applicable Import Charges directly to the relevant authority (and for reclaiming them in the event of a cancellation or return or a return of Products(s), to the extent possible under the laws of your country) as determined by the authorities of the delivery destination country, and Global-e shall have no responsibility or liability in connection with the foregoing.

If you are a resident of Russia, you will not have the option to pre-pay Import Charges due to local legislation.

Global-e may contract with a local licensed customs broker in your country. Agreement to these Sales Terms serve as an authorisation for the applicable customs broker to act as your agent to: (a) conduct transactions with the local applicable authority, (b) execute related documents on your behalf in connection with the import of Products(s) in your order, (c) facilitate the payment of applicable import charges; and (d) if applicable, return such Products(s) to Global-e (subject to these Sales Terms). However, you acknowledge that, in the case of a return of Products(s) under the Returns Policy below, you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back such import charges from the applicable tax authority, to the extent possible, and Global-e or Hugo Boss shall have no responsibility or liability in connection with such claim.

You are advised that the characteristics of the Products you are buying from Global-e, as well as the price, Delivery Costs and (if available for pre-payment) Import Charges, shall be those displayed to you by Global-e at the Checkout, operated by Global-e on Hugo Boss's Online Store you were browsing. Please make sure you review your Checkout page so that you can identify and correct any input errors.

5. Delivery and Importer of record

Not all Products which you may see on the Online Store can be delivered anywhere (due to limitations imposed on the Products or by the destination country) but the Checkout will not permit you to submit your Order if the Merchandise cannot be delivered to your specified address.

We are in particular (but not only) unable to deliver to:

P.O. Box addresses,

Overseas army addresses,

Hotels and hostels and

Prisons.

Global-e will pass the ownership of the Products ordered to you the moment it dispatches the Products to you (provided you have made full payment of the Products price plus delivery charges and any other charges payable under these Sales Terms, as applicable). Risk of damage or loss to the Products passes to you on delivery to you or to somebody identified by you during the Checkout to carry or take possession of the Products on your behalf.

You will be considered the importer of record of the Product(s), and we will only be facilitating the importation on your behalf as your agent. You therefore need to comply with all applicable laws, regulations, certifications and rules of the country into which you import the Product(s). You agree that you will not re-export or re-sell any Product(s) which you have ordered.

You acknowledge and agree that Global-e, or anyone of our third-party fulfilment services providers acting on our behalf (each a "**Fulfilment Provider**") may handle the delivery and fulfilment of your order, and that Global-e have sole discretion as to the Fulfilment Provider we choose to use.

Estimation of delivery time as well as the delivery option you chose will be given in the order confirmation. Delivery will be complete when we deliver to the address which you specified when ordering (that may include the port of entrance to the destination country as specified in the order, in case Import Charges have not been pre-paid).

Different parts of your order may be delivered on different dates. Unless otherwise stated, and subject to applicable laws, delivery dates given on the Online Store and/or as part of the ordering process are estimates only. Your order will be fulfilled by the delivery date set out in the order confirmation or, if no delivery date is specified, then within 30 days after the date of the order confirmation, unless you specifically agree to a later date or there are exceptional circumstances. Delivery timeframes are affected by your delivery address and the delivery method selected. We are unable to specify an exact delivery date and time. We shall not be held responsible for delayed delivery or failure to perform, if the delay or failure is neither due to our fault nor for our account pursuant to the law or generally accepted principles.

Neither Hugo Boss nor Global-e have liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond their reasonable control and where neither could have taken reasonable steps to deal with the delay. For example, delays resulting from customs clearance procedures or other actions of relevant authorities are generally outside our control, or delays resulting directly from your actions or omissions.

If you order any personalised Product(s), the manufacturing time for such personalised Product(s) is added to the delivery time and may postpone the delivery.

If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. If you have selected a delivery method that does not require a delivery to be signed for and nobody is available to receive the Products, we reserve the right to leave them at the doorstep, hall or reception as available at your own risk. In case you unreasonably defer delivery or delay the receipt of delivery after we have notified you that we have tried to deliver the ordered Product(s) to you, or if you have provided us with an incorrect delivery address which results in an unsuccessful delivery, the delivery package will be returned to us. If the Product(s) remain undelivered after the first delivery attempt for a period of 7 working days and are returned to us undelivered, we shall be entitled to cancel the contract and we will refund you in accordance with the provisions of Article 9.

We encourage you to examine the delivery package and received Product(s) promptly after they are delivered to you and check their condition and that the content of the delivery package is complete. In case of damaged or missing Product(s), please contact Hugo Boss's Customer Service [HERE](#).

6. Product(s) Availability

We do not guarantee the availability of any Product(s) in the Online Store.

Unless we accepted your Order by sending an Order Confirmation, we reserve the right, without liability or earlier notice, to change, discontinue or to stop making available any Product(s).

7. Compatibility, Product Information

Please take care when placing your order to ensure that the Product(s) you purchase are compatible for the intended use. Please use the Online Store as your final point of reference when checking compatibility. In the event of a difference between the Online Store content and any other website (or any other source of information) the compatibility of Product(s) as shown on the Online Store at the time of purchase will be seen as taking precedence.

The images of the Products on the Website are for illustrative purposes only. Although we make every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the products. You are advised that there may be minor differences between the actual Products and the way that it appears on the relevant website, e.g., in relation to appearance / color / texture / finish. The labelling or packaging of the Products may differ from the images of these which you see on the Online Store.

The Products sizes which are mentioned on the Online Store are European sizes. Please refer to the size chart given on the Product page to find more details on measurements.

8. Payment

You may pay with the payment methods specified at the Checkout. Payment can be made by credit cards identified at the Checkout, Paypal, or such other payment methods (depending on your geographical location). When being charged, the descriptor you will see shall include Global-e identified as 'Global-e' and will substantially look like this: ****Global-e//Hugo Boss****.

By placing an order on the Online Store, you acknowledge and agree that: (i) we, or one of our third party payment processors ("**Payment Processor**"), will charge you through the payment method you have selected in your order and such other amounts payable under these Sales Terms that may be due in connection with the order; (ii) you will provide valid and current information about yourself; (iii) we may use the tools, software or services of Payment Processors to process transactions on our behalf; and (iv) you may be charged bank or credit/debit card issuer with additional fees (such as foreign transaction fee or cross border fee) or surcharges imposed by your bank or credit/debit card issuer, and those are not Global-e or [Hugo Boss] charges or fees, and neither have control over this nor do we have any way to mitigate this, as this is purely up to the relationship and commercial terms between you and your bank or credit/debit card issuer, and we (or [Hugo Boss]) also have no way of knowing in advance whether you will be charged such fees or surcharges.

Depending on your geographical location, payment may be routed through Global-e Australia Pty Ltd., Global-e's affiliate.

All payments will be subject to security checks. Therefore Global-e may contact you to confirm your order information and order details such as proof of address, proof of address in the name of the person indicated for the delivery address etc.

Payment by Invoice with Klarna: In cooperation with Klarna and in certain jurisdictions only, you may be offered the opportunity to purchase goods 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) are 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 we accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your goods 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 (or [Hugo Boss]) shall have no responsibility for their use of your personal data.

9. Return and refund

Please note that Global-e will only process returns and refunds for Product(s) bought from Global-e. Personalised Products cannot be returned and refunded.

Cancellation right:

If you have bought Product(s) for your own private use as a consumer and want to exercise your right to cancel the contract and return the Product(s) you may do so during the cancellation period, which will expire 30 days after the day of delivery. This right is not affected by any separate returns policy in these Sales Terms.

To exercise the right to cancel, you must inform Global-e of your decision to cancel your order by a clear statement using the Global-e Returns portal [HERE](#). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You may use the model cancellation form at the end of this document, but it is not obligatory as long as you provide all mandatory information in your communication.

The stores cannot accept returns for orders placed on the Online Store.

You may only return Product(s) over which you have taken reasonable care and which you have not used in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product(s). Altered Product(s) or Product(s) with missing tags or sealed Products which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery cannot be returned. You will be liable for any diminished value of the Product(s) resulting from your handling of the Product(s) other than what is necessary to establish the nature, characteristics and proper functioning of the Product(s) you bought.

PLEASE NOTE THAT YOU CANNOT EXERCISE THIS RIGHT OF CANCELLATION IN RESPECT OF CUSTOMIZED PRODUCTS THAT HAVE BEEN MANUFACTURED IN ACCORDANCE WITH YOUR SPECIFICATIONS.

Once Global-e has received your online statement to cancel the contract, it will send you a confirmation email.

You will then have to return the Product(s) without undue delay and in any event not later than 30 days from the date on which you notified your decision to withdraw from the contract. Unless otherwise stated in the return instructions, you will bear the direct costs for returning the Product(s).

Return procedure:

You must return the Product(s) in their original package (box, garment bag, etc.). You must include all accessories, user manuals and any free gifts that came in the same package. Where a Product has been purchased as a part of a bundle of multiple Products, all multiple Products within that bundle must be returned. Please treat the Product(s) with reasonable care and return them in the condition that they were delivered to you. Please pack the Product(s) securely and make sure that your order number is clearly visible on the outside of the parcel. To ensure fast and secure return we encourage you to follow the given return instructions.

We will refund the price you paid for the Product(s) after receiving the returned products at our warehouse, the actual refund period may vary depending on the payment method you have chosen to use when you ordered. The refund does not include the initial shipping cost charged to you. The refund will be confirmed by email. Payment will be carried out using with the same means of payment as you used for the initial transaction, except in the case where you had chosen payment type Cash On Delivery. In the latter case, we will contact you to proceed with the refund.

If you return item(s) 1) that you are not entitled to return, 2) that you damaged or used in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product(s), or, 3) with Product(s) missing, or 4) have otherwise failed to exercise reasonable care when taking care of and returning Product(s) or 5) that you did not buy directly from us, we reserve the right either to reject your return and decline to refund or to reduce any payments to be refunded to you for the diminished value of the Product(s), subject to applicable law. Products or items which are returned by you to us cannot in any circumstances be sent back to you and will be discarded or otherwise disposed of, even if the refund is declined for one of the reasons mentioned in the Sales Terms.

Other return cases: If the Products you have received do not correspond to the ones you have ordered, or if your delivery is incomplete or damaged in transportation, please contact without delay [Hugo Boss]'s Customer service for assistance.

10. Warranties and Statutory Rights

Hugo Boss offers an international limited warranty on its products in accordance with [Hugo Boss]'s warranty terms. Further information is set out in Hugo Boss warranty policy for Product(s) detailed on the website <https://www.HugoBoss.com>.

If you believe that you are entitled to warranty services, please contact [Hugo Boss]'s Customer service.

As a consumer, you have legal rights in relation to Products that are faulty or not as described. Further, Global-e and Hugo Boss are under a legal duty to supply Products that are in conformity with this contract. Nothing in the Sales Terms will affect these legal rights.

11. Personal Data

Global-e and Hugo Boss have entered into collaboration to be able to offer the Products in your country or region. Both parties process personal data of the customers as data controllers in their own rights. As two separate data controllers neither Global-e nor Hugo Boss control the processing of your personal data by the other party.

Depending on the section of data processing, your personal data is processed in HUGO BOSS's or Global-E's system area. As part of the purchase process, customer data is processed exclusively in the online store and in the HUGO BOSS system area ("**operating range HB**"). Only during the "checkout process" is customer data transmitted via an interface to the Global-E system area, where further data processing takes place ("**operating range GE**"). With this data transfer via the interface into the Global-E system area, the factual influence and responsibility for data processing changes from HUGO BOSS to Global-e.

You can read more about the processing of your personal data by Global-e and by Hugo Boss from their respective privacy policies. Global-e's privacy policy is available [here](#) and Hugo Boss's privacy policy is available [here](#). The privacy policies and additional provisions in these Sales Terms govern the use of your personal data and use of cookies.

Hugo Boss will also collect your personal data to be able to ship the Products ordered by you, to facilitate any Product returns and to be able to provide customer service for you. Hugo Boss may also use your personal data for marketing purposes in accordance with applicable laws. Hugo Boss is the data controller of your personal data Hugo Boss collects on Hugo Boss's own behalf.

Global-e will process your payment of the Products. Global-e will take reasonable care to keep the details of your order and payment secure, but (in the absence of material negligence on their part) neither [Hugo Boss] nor Global-e can be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Online Store.

12. Our Liability

We shall perform our obligations under these Sales Terms with reasonable care and skill.

There are certain liabilities that we cannot exclude under applicable law. In particular, nothing in these Sales Terms limits our (or as the case may be Hugo Boss's) liability for personal injury or death caused by our negligence or our liability for fraud. As stated above in section 10, you have certain rights as a consumer, including legal rights relating to faulty Product(s). Nothing in these Sales Terms will affect these legal rights.

We are responsible only for losses that are a natural, foreseeable consequence of our breach of these Sales Terms. We shall not be liable if we are prevented or delayed from complying with our obligations by anything that you (or anyone acting on your behalf) do or fail to do or due to events that are beyond our reasonable control.

You should take all reasonable steps and precautions to ensure that the Product(s) you order are suitable for your purposes. You must follow any advice that we give you in relation to Product(s) (including instructions, user guides and/or manuals provided with Product(s)). We or [Hugo Boss] do not accept liability for damage to Product(s) that we have supplied where caused by your failure to follow our advice.

We or Hugo Boss shall not be liable for any losses related to any business of yours such as lost data, lost profits, lost revenues or business interruption.

We shall use our reasonable endeavours to verify the accuracy of information that is used on the Online Store but, subject to applicable law, cannot guarantee that all information will always be accurate and complete. It is possible, for example, that Product images and packaging may not always match Products supplied. If you have any questions or concerns in this regard, please contact us before ordering any Product(s). Also, pricing mistakes may occur from time to time, in which case we may cancel any orders being processed or accepted by us. We will correct errors on our Online Store as soon as possible after becoming aware of them.

PLEASE NOTE THAT THESE SALES TERMS DO NOT AFFECT (AND SHOULD NOT BE READ TO AFFECT) YOUR STATUTORY RIGHTS WHICH CANNOT BE WAIVED OR LIMITED BY CONTRACT.

13. General

The Online Store may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Online Store and any transactions conducted on or through the Online Store.

Hugo Boss and Global-e make no warranty that the Online Store will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and/or reliability of the Online Store. Hugo Boss and Global-e will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Online Store. The Online Store is subject to the terms of use available [HERE](#).

If any provision or provisions of these Sales Terms shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

In relation to purchases from the Online Store, Hugo Boss and Global-e will communicate electronically by sending email or otherwise posting electronically.

Hugo Boss and Global-e reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Order, and your use of the Checkout, as Hugo Boss and Global-e reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Sales 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 Hugo Boss and Global-e, our users or the public.

14. Customer Service

You may contact Hugo Boss's customer service in case of any questions about the Products or Products returns. You will find all contact details at the bottom of the home page of www.hugoboss.com

If you have any questions or complaints about Global-e, these Sales Terms or the Checkout, please contact us at service@Global-e.com.

If you are making your purchase from Australia, you may contact us at global-eau@global-e.com.

15. Governing law

These Sales Terms shall be governed and construed in accordance with the laws of Netherlands.

Last Update: May 2020

MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

- To Global-e NL B.V., Krijn Taconiskade 430 1087 HW Amsterdam The Netherlands (via email service@Global-e.com)
- I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract of sale of the following goods:
- Ordered/Received on [*]:
- Name of consumer(s):
- Address of consumer(s):
- Order reference number:
- Signature of consumer(s) [only if this form is notified on paper]:
- Date of this cancellation notice:

[*] Delete as appropriate