

# HUGO BOSS

## General Terms and Conditions for the Online Store Ireland (Issued: 23.03.2021)

### § 1 Scope and Parties

(1) These General Terms and Conditions govern the relationship between HUGO BOSS Ireland Ltd. (the "**Seller**") and the customer (the "**Customer**").

(2) These General Terms and Conditions apply to orders placed via the Online Store Ireland available at <http://www.hugoboss.com/ie/home> (the "**Website**") and via the HUGO BOSS Mobile App (the "**Mobile App**"), hereafter jointly "**Online Store**".

(3) When placing an order via the Website and/or the Mobile App, the Customer can access the General Terms and Conditions via the links provided in the Online Store and save them on their device and/or print them out. These General Terms and Conditions will be sent to each Customer on a durable medium once they have made a purchase (e.g. as an email with a pdf attachment).

(4) HUGO BOSS AG provides customer care for the Online Store on the Seller's behalf ("**Customer Care**"). If a Customer has any questions, requests or complaints in relation to the Online Store, the Customer may contact Customer Care via letter, phone or e-mail using the contact details below:

#### Customer Care contact details

HUGO BOSS AG,  
Customer Care  
Dieselstraße 12  
Metzingen  
Germany  
Phone: +353 (0) 1 533 99 75  
E-Mail: [service-ie@hugoboss.com](mailto:service-ie@hugoboss.com)

(5) The range of goods in the Online Store is aimed only at Customers of legal age whose habitual place of residence is in Ireland, and who can provide a delivery address there. "Customer" is defined by law as any natural person acting for purposes which are wholly or mainly outside his trade, craft or business.

## § 2 The Order Process

- (1) The Customer may select items from the Seller's range of products and add them to a shopping bag by clicking on the "Add to Shopping Bag" or "Add to Bag" button.
- (2) Before placing an order, the Customer can view and amend the details of the Customer's order at any time. This can be done by clicking on the "Change order" button, using the "Back" function, or editing the individual entry fields.
- (3) By clicking on the "Order and Pay" button, the Customer enters into a contract with the Seller to purchase the products contained in the shopping bag.
- (4) After the Customer has submitted the order, the Seller will process the Customer's order and will send to the Customer an automatic acknowledgement of receipt email.
- (5) The Seller will subsequently email the Customer to confirm the details of the order in the dispatch confirmation mail and the invoice e-mail (both together the "**order confirmation email**"). The order confirmation email will contain an electronic purchase order receipt and a copy of these General Terms and Conditions and all relevant information relating to the Customer's order.
- (6) 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 of the same colour and size) applies to each order.
- (7) The Seller is entitled to cancel a Customer's order in the following circumstances:
  - (i) the Seller identifies an obvious and unmistakeable error in the price or description of the product;
  - (ii) the Seller suspects illegal or fraudulent activity (see the Privacy Statement) including where the quantity of goods is higher than the usual quantities for private households;  
or
  - (iii) the product is out of stock

In this event, the Seller will notify the Customer by e-mail without delay and will require the Customer to return the goods in accordance with the Returns Policy in § 7 (in the event that they have already been delivered to the Customer). Once the goods have been returned, the Seller will refund the payment and any delivery costs to the Customer in full (or in part if part of the order has been accepted), in accordance with the Refunds Policy in § 7.

(8) The Customer's statutory right of withdrawal (see § 7) and the customer's warranty rights shall remain unaffected by the above provisions.

(9) The contract is concluded in English. In compliance with data protection law, the Seller will store a copy of the contract (consisting of the order and the General Terms and Conditions) and will forward the same to the Customer with the order confirmation email. In addition, if the Customer has registered, he/she can view orders in his/her personal My HUGO BOSS customer account.

### **§ 3 Delivery, Delivery Times, Availability of Goods**

(1) Unless agreed otherwise, the goods will be delivered to the Customer at the delivery address provided. Delivery is only available within Ireland.

(2) The Seller will notify the Customer of the expected delivery time during the order process. Unless otherwise stated, delivery time is generally 3 to 6 business days for standard delivery and generally 1 to 3 business days for express delivery. If the order includes one or more personalized items, the delivery time is then 4 to 5 business days. Further information about types of delivery and the carriers used can be found on the Online Store's information pages.

(3) Once the goods have been handed to the carrier, the Seller will send the Customer an email with a notification of dispatch and all of the necessary information regarding shipping status and the estimated time of day when the goods will be delivered.

(4) If for reasons beyond its control the Seller is unable to meet a fixed delivery date, it will inform the Customer without delay and specify a new delivery date. If the new delivery date is unacceptable to the Customer, he/she will be entitled to cancel the order in respect of the goods concerned; in this case, the Seller will reimburse the Customer in accordance with § 7 of these General Terms and Conditions.

(5) The Customer's statutory right of withdrawal (see § 7) and the customer's warranty rights shall remain unaffected by the above provisions.

### **§ 4 Prices and Delivery Charges**

(1) All of the prices listed in the Seller's Online Store include the applicable statutory value-added tax.

(2) The Seller will notify the Customer of any delivery and additional charges (e.g. for gift wrapping) during the order process before the Customer places his/her order.

## **§ 5 Payment**

(1) Where the order process takes place on the Website or in the Mobile App payment must be made by the Customer using one of the methods of payment indicated during the order process. Where the order process takes place in a HUGO BOSS Store the Seller accepts also cash payment. Further details can be found on the Online Store.

(2) The Customer agrees to the receipt of electronic invoices in the form of a pdf file attached to an e-mail.

## **§ 6 Retention of Title**

Goods delivered as part of an order remain the property of the Seller until payment has been fully made.

## **§ 7 Customer Right of Cancellation**

(1) For goods ordered via the Online Store or otherwise bought at a distance, Customers have a legal right to cancel the order by following the instructions below:

### **INSTRUCTIONS ON CANCELLATION**

#### **Right of cancellation**

You have the right to cancel this contract without giving any reason but by simply informing us of your decision in accordance with the instructions below. The time limit for cancellation is a period of 30 days from the day that you acquire, or a third party named by you who is not the carrier, acquires physical possession of the goods.

You must inform us (see below for contact details) of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post, or e-mail or by using the returns form included in your goods package). You may use the attached model cancellation form, but it is not obligatory. You can also download a cancellation form on our website electronically. To exercise your right of cancellation within the cancellation period, it is sufficient for you to send a notice concerning your exercise of the right of cancellation before that period has expired by one of the following methods:

Contact details for the exercise of the right of cancellation:

To exercise your right of cancellation:

- by letter, please write to

Customer Care  
HUGO BOSS AG  
Dieselstr.12  
72555 Metzingen  
Germany

- by e-mail, please e-mail us at: [service-ie@hugoboss.com](mailto:service-ie@hugoboss.com)

- by telephone, please phone: +353 (0) 1 533 99 75

- by returning the goods in accordance with the instructions on the return form and the pre-printed returns label, please send them to the returns address (the “**Returns Address**”) below:

HUGO BOSS Online Store  
- Retouren -  
DC Wendlingen  
Ulmer Straße 171  
73240 Wendlingen  
Germany

### **Returns Policy**

The return of the goods will be free of charge if you use and follow the instructions contained on the return form and the pre-printed return label included with the delivery, except in relation to items that contain hazardous materials or flammable liquids or gases, e.g. Eau de Parfum, Eau de Toilette, After Shave, Deo Stick, Deo Spray, and Smartwatches. In respect of such items you will bear the direct cost of returning the goods.

You shall send back the goods to the Returns Address without delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us (see above). You must send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods if the goods were handled in a manner other than that necessary to establish the nature, characteristics and functioning of the goods (for example, if you have worn a pair of shoes other than to try them on inside and the soles are scuffed). We may reduce your refund to cover the diminished value to the extent permitted by law.

### **Refunds Policy**

If you cancel your order within the cancellation period, we shall reimburse to you all payments made by you, including the costs of delivery up to the amount of the standard delivery charge. Any delivery charges exceeding this amount (e.g. express delivery charges) shall be borne by you). Reimbursement shall be in full (or in part if part of the order has been accepted) without undue delay and in any event not later than 14 days from the earlier of the day on which we receive the returned goods from you or evidence that you have sent them back.

If we cancel your order, we shall reimburse to you all payments made by you, including all delivery costs except for a cancellation because of your default of acceptance as described in case (iv) in § 2. Reimbursement shall be in full (or in part if part of the order has been accepted) and without undue delay.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless expressly agreed otherwise with you. Subject to the above terms, we will not impose any fee for such reimbursement.

#### **Exclusion of the Right of Cancellation**

No right of cancellation exists in the case of contracts for the supply of the following goods: non-prefabricated goods made on the basis of an individual choice of or decision by the consumer or which are clearly personalised.

- (2) The Customer can use the model cancellation form as follows. However, it is not mandatory to use this form.

#### **Cancellation form**

(Complete and return this form only if you wish to withdraw from the contract)

To [HUGO BOSS AG, Customer Care, Dieselstr. 12, 72555 Metzingen, Germany]

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on:

Name of consumer:

Address of consumer:

Date:

## **§ 8 Warranties**

- (1) The Customer has certain legal rights, for example, that any products supplied by the Seller will be of satisfactory quality, fit for their intended purpose, and will conform to any description, sample or model provided on the Online Store. The Customer also has certain legal remedies if the Seller breaches any of these rights including where a product is defective. Nothing in these General Terms and Conditions is intended to affect these legal rights or other rights to which the Customer may also be entitled.

(2) The Customer should contact Customer Care (see contact details at § 1(4)) or follow the cancellation process set out at § 7 if the Customer believes that a product supplied by the Seller does not conform with the contract between the Customer and the Seller.

(3) The Seller will only be liable for loss or damage in accordance with the provisions of § 9.

## **§ 9 Liability**

(1) The Seller does not, in any circumstances, exclude its liability for fraud, death or personal injury caused by the Seller's negligence or that of its employees and agents or any other loss which is not permitted to be excluded by applicable law.

(2) The Seller is not responsible for any loss or damage that the Customer might suffer which is:

(i) not caused by the Seller's breach of these General Terms and Conditions;

(ii) a side effect of the main loss or damage to the Customer and which is not reasonably foreseeable by the Customer or the Seller when the Customer begins to use the Website. Loss or damage is reasonably foreseeable where it could be contemplated by the Seller and the Customer at the time of entering into the contract (i.e. placing the order);

(iii) a result of the Seller's failure to provide the Website (or any part of it) or withdrawal of products from the Website or a result of our right to cancel an order as set out in § 2(7);

(iv) caused by a distributed denial-of-service attack, virus or other technologically harmful material that may affect your computer equipment, programs, data or other material due to the Customer's use of the Website (including your downloading any content from the Website or any website linked to it); or

(v) caused when the Seller is prevented from fulfilling any of its obligations by events beyond its control (including, but not limited to, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God).

(3) The Seller's total liability to the Customer for any loss or damage arising in connection to this Agreement will be limited to a maximum of 150% of the value of the Customer's order.

- (4) These limitations on liability also extend to any legal representative or agent of the Seller.
- (5) These limitations on liability do not apply where the Seller has fraudulently concealed a defect or has incorrectly described a product or fails to correctly deliver a product.

## **§ 10 Choice of Law and Jurisdiction**

- (1) Any contract between the Seller and the Customer including but not limited to any orders and these General Terms and Conditions are governed by the laws of the part of Ireland in which the Customer is resident.
- (2) In the event that a dispute between the Seller and the Customer arises out of or in connection with the order or these General Terms and Conditions, the Seller and the Customer both agree that the courts of Ireland will have exclusive jurisdiction.
- (3) Please note that the European Commission provides a platform for online dispute resolution (OS), which you can find here: <http://ec.europa.eu/consumers/odr/>. The HUGO BOSS Ireland Ltd. does not participate in dispute resolution proceedings before a consumer arbitration body.

## **§ 11 Seller company details**

HUGO BOSS Ireland Ltd.  
Registered Office  
1st Floor Temple Hall  
Temple Road  
Blackrock  
Co. Dublin  
Ireland  
Company Number: 486023  
VAT Registration Number: IE9752788V

## **§ 12 Amendments and updates**

The General Terms and Conditions may be amended from time to time. Any changes are effective as of the date of publication on the Online Store and will apply to any new orders placed by the Customer following the date of publication.

These General Terms and Conditions were last updated on the date in the heading.