

## TERMS AND CONDITIONS ONLINE STORE

### FRANCE

(As of: 01 of January 2022)

#### 1. SCOPE AND PARTIES

- 1.1 These General Terms and Conditions govern the relationship between HUGO BOSS FRANCE SAS, 2 Place du palais Royal, 75001 Paris, France, IDU: 4000003531, E-mail: service-fr@hugoboss.com (the "**Seller**") and the customer (the "**Customer**") and apply to orders placed via the Online Store France available at <http://www.hugoboss.com/fr/home> (the "**Website**") and via the HUGO BOSS Mobile App (the "**Mobile App**"), hereafter jointly "**Online Store**".
- 1.2 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. In addition, the Customer accepts the General Terms and Conditions by clicking on the "order" button. The General Terms and Conditions that apply to the Customer's order will be sent separately to the Customer in a durable medium (i.e. by email with a PDF attachment) with the contract confirmation attached to the invoice, when the products are delivered. These General Terms and Conditions of Sale are supplemented by (i) the Privacy Policy (<http://www.hugoboss.com/fr/about-hugo-boss/reglement-de-protection-des-donnees/privacy-statement.html>), (ii) the Terms of Use (<http://www.hugoboss.com/fr/information-on-rights/conditions-generales/terms-of-use.html>) and (iii) the Cookies Policy (<http://www.hugoboss.com/fr/about-hugo-boss/reglement-sur-les-cookies/cookie-policy.html>).

In case of discrepancies between the French and the English versions of the General Terms and Conditions, both available on the Website, the French version shall always prevail.

- 1.3** 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:
- 1.4** The range of goods in the Online Store is aimed only at Customers of legal age whose habitual place of residence is in mainland France or Corsica, excluding the French overseas departments and territories, 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.

### Customer Care contact details

HUGO BOSS AG  
Customer Care  
Dieselstraße 12  
Metzingen  
Germany

Phone: +33 (0) 1 85 14 88 34 - Mon – Sat : 8am – 22pm

E-Mail: [service-fr@hugoboss.com](mailto:service-fr@hugoboss.com)

## **2. THE ORDER PROCESS**

- 2.1** 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.
- 2.2** The essential characteristics of the products, including their price, are available, before placing the order, on the page dedicated to each product on the Online Store. The Customer can view and amend the details of the Customer's order at any time, by clicking on the "Change order" button, using the "Back" function, or editing the individual entry fields.
- 2.3** 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. 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.

- 2.4** 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.
- 2.5** 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.
- 2.6** The Seller is entitled to cancel a Customer's order in the following circumstances:
- (i) the Seller identifies an obvious and unmistakable error in the price or description of the product;
  - (ii) the Seller is unable to obtain payment authorization from the Customer and/or suspects illegal or fraudulent activity (see the Privacy Statement) including where the quantity of goods is higher than the usual quantities for private households; the product is out of stock or otherwise unavailable;
  - (iii) the product is out of stock or otherwise unavailable; or
  - (iv) the Customer has not met the order eligibility criteria set out in these Terms and Conditions.

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 Section 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 Section 7.

- 2.7** The Customer's statutory right of withdrawal (see Section 7) and the customer's warranty rights shall remain unaffected by the above provisions.
- 2.8** The contract is concluded in French. English version, when chosen by Customer, is provided for convenience. 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, AVAILABILITY OF GOODS**

- 3.1** Unless agreed otherwise, the goods will be delivered to the Customer at the delivery address provided. Delivery is only available within France, according to Section 1.4.
- 3.2** The Seller will notify the Customer of the expected delivery time during the order process. Unless otherwise stated, delivery time is generally 3 to 4 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.
- 3.3** Once the goods have been handed to the carrier, the Seller will send the Customer an e-mail 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.
- 3.4** If the Customer uses the Click & Collect service, he can collect the ordered products in person from the selected HUGO BOSS store on the agreed delivery date and, if necessary, go to the agreed appointment. If the Customer does not collect the ordered products on the agreed delivery date, the Customer can still collect the goods in the shop within 14 days of the delivery date or the agreed appointment, whichever is longer, even if without an appointment. During the opening hours of the selected HUGO BOSS store, the Customer can collect the goods by presenting an ID or the order confirmation (e.g. by presenting the order dispatch email received on the smartphone). The Customer will be informed about the opening hours of the chosen HUGO BOSS Store during the order process and in the email notification of the shipment of the products.
- 3.5** If the Customer uses the Click & Collect service, he can cancel his order during the entire period of the planned collection of the products without having to justify his decision by email or by calling the HUGO BOSS Customer Service or the HUGO BOSS store chosen for the collection of the products, he can also cancel the appointment or change the date made in the same way. If the customer cancels the order or does not collect the goods within the specified period, the Seller will cancel the order. In this case, the Seller will refund to the Customer all payments received for the items not collected, with the exception of additional payments relating to the delivery method chosen in the event that the Customer has chosen a delivery method other than the Standard Economy

delivery offered by the Seller, at the latest within 14 days from the day following the last day of collection of the items. Unless the parties have expressly agreed otherwise, the Seller shall refund the Customer using the same method of payment as the one used by the Customer at the time of ordering, without the refund entailing any additional costs for the Customer.

- 3.6** If, for reasons beyond the Seller's control, the Seller is unable to make the delivery within the agreed time (e.g. force majeure), the Seller shall inform the Customer of this without delay by e-mail and shall specify the new delivery date. If this new delivery date is not convenient for the Customer, the Customer may request the cancellation of his order for the goods concerned, in which case the Seller shall refund the Customer without delay of all payments received. These provisions do not affect any other rights of the parties.
- 3.7** The Customer's statutory right of withdrawal (see Section 7) and the customer's warranty rights shall remain unaffected by the above provisions.

#### **4. PRICE AND DELIVERY CHARGES**

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

- 5.1** The Seller shall inform the Customer of the accepted payment methods, at the latest at the beginning of the order process.
- 5.2** The Seller shall only accept the payment methods offered to the Customer during the ordering process.
- 5.3** If the Customer chooses to pay by credit card, the account of the credit card used will be debited after the Customer has entered the credit card data during the payment process; the bank account will never be debited before the Customer has clicked on the "Confirm order with obligation to pay" button.
- 5.4** If the Customer uses the "Paypal" payment method, his Paypal account will be debited after he has placed the order. To make the payment, the Customer is redirected to a

page on the Paypal website and must authorise the transaction to finalise the order. The Customer is then redirected to the Seller's online sales site and can then place a new order.

- 5.5 The Seller reserves the right to exclude certain payment methods in particular cases for reasonable grounds.
- 5.6 The Customer agrees to receive electronic invoices. Electronic invoices will be sent to the Customer in PDF format, in a document attached to an email.

## **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**

- 7.1 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-fr@hugoboss.com](mailto:service-fr@hugoboss.com)
- 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 Section 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.

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

<b>CANCELLATION FORM</b>
(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. RETURN IN STORES**

In addition to the right of withdrawal (see Section 7 of these General Terms and Conditions), the Customer has the option of returning the goods with the return form within 30 days to the HUGO BOSS Store where the goods were ordered or to any HUGO BOSS store in France that offers this service. In this case, HUGO BOSS will refund the Customer all payments made. The refund will be made in full (or in part if part of the order has been accepted) and immediately in cash in the HUGO BOSS store. In any case, the refund will not result in any additional costs for the Customer.

## **9. WARRANTIES**

- 9.1** The statutory guarantees apply to the products. They apply notwithstanding the legal right of withdrawal, in accordance with Section 7.
- 9.2** The Customer benefits from a legal guarantee of conformity, in accordance with Articles L. 217-4 et seq. of the French Consumer Code, and a legal guarantee concerning the defects of the products sold, in accordance with Articles 1641 et seq. of the French Civil Code.
- 9.3** The Customer may decide to implement the legal guarantee of conformity, in accordance with Articles L. 217-4 et seq. of the Consumer Code. In this case, the Customer has a period of 2 (two) years from the delivery of the product to take action. The Customer has the choice of requesting either the repair or the replacement of the product, subject to the restrictions relating to the costs incurred set out in Article L. 217-9 of the Consumer Code. Defects of conformity that appear within twenty-four months from the delivery of the goods are presumed to have existed at the time of delivery, unless proven otherwise. The seller may rebut this presumption if it is not compatible with the nature of the goods or the alleged lack of conformity. The legal guarantee of conformity shall apply independently of the commercial guarantee that may be granted if applicable.
- 9.4** The Customer may decide to invoke the legal warranty with respect to defects in the product sold, in accordance with Articles 1641 et seq. of the Civil Code. In this case, the Customer has the choice between requesting the cancellation of the sale or a reduction of the price.

## **10. CHOICE OF LAW AND JURISDICTION**

- 10.1** 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 France
- 10.2** 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 Customer may contact Customer Care. In the absence of an amicable agreement and if the dispute has not already been submitted to a Court, the Customer may refer the matter free of charge to the consumer mediator to which the professional belongs, namely the Association of European Mediators (AME CONSO), within a period of one year from

the date of the written complaint addressed to the professional. The Customer may refer the matter to the Consumer Ombudsman by:

- either by completing the form provided for this purpose on the AME CONSO website: [www.mediationconso-ame.com](http://www.mediationconso-ame.com);
- or by mail addressed to AME CONSO, 11 Place Dauphine - 75001 PARIS.

**10.3** The Customer may also resolve the dispute through the online dispute resolution platform set up by the European Commission, accessible at the following address: <http://ec.europa.eu/odr>.

**10.4** The applicable legal provisions govern the jurisdiction of the Courts.