Terms & Conditions

1. Introduction

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2. Scope

These Terms and Conditions only cover the web pages at https://www.hugoboss.com/us/that we control and orders placed through the Order from Store Function in the United States, and otherwise, on which we display a direct link to these Terms and Conditions. They do not apply to any other web page including, without limitation, web pages at www.hugoboss.com

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3.7
Exclusive remedies. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION, DEFECTS, ERRORS OR PROBLEMS REGARDING (A) THE SITE SHALL BE THAT YOU LEAVE THE SITE, AND (B) ANY PRODUCTS THAT YOU PURCHASE OR ATTEMPT TO PURCHASE VIA THE SITE SHALL BE AS EXPRESSLY SET FORTH IN OUR RETURN AND CANCELLATION POLICIES.

3.8
Force Majeure. Except for payment obligations, non-performance or late performance of either party shall be excused to the extent that performance is rendered impossible, commercially unreasonable, or delayed by strike, fire, flood, governmental acts or orders or restrictions, war, acts of terrorism, labor conditions, supply restrictions, communication or shipment problems, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing.

4. User behavior

4.1.
As a user of the HUGO BOSS Site you are required to comply with the law of the State of New York and of the United States, and agree that any action resulting in connection with these Terms and Conditions will be brought in the U.S. District Court for the Southern District of New York.

4.2
In particular, you are not permitted to send (or otherwise make available) content over the HUGO BOSS Site or make it available which is libelous, defamatory, obscene, harmful or pornographic, or promotes violence, or violates privacy, infringes commercial protected rights or offer goods or services or solicits financial funds.

4.3
User activities, the purpose of which is to render the HUGO BOSS Site functionally defective or make use of it more difficult, are prohibited and could give rise to civil and criminal proceedings.
The HUGO BOSS Site (including its services) may also not be used for illegal purposes. It is prohibited to register third parties without their knowledge and explicit consent for the online store services or any other services, contests or sweepstakes advertised on the HUGO BOSS Site.

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(d) Your address, telephone number, and e-mail address.
(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
(f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.
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9. Privacy

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11. Purchase of products

11.1 Private use only. By submitting your order, you represent that you are purchasing for private household use only. We do not authorize any sale of our products outside the U.S. or any commercial resale. We reserve the right to reject orders and limit order quantities in our sole discretion.
11.2
Product information and availability. Without limiting the generality of the disclaimers and limitations set forth in these Terms and Conditions, given the unique nature of our products we cannot assume any liability or responsibility for any inaccuracies or errors, or for any loss or damage caused by or arising from your reliance on information obtained from or through this Site and we may change information at any time. We determine product availability upon receipt and automatic acknowledgment of orders.

11.3
Price, payment, taxes. By submitting your order via the Site, you agree to pay the purchase price for the items you selected plus shipping and handling costs, and applicable sales tax, if any. Depending on the tax laws in your state, you may be required to pay use tax on purchases for which we do not collect sales tax.

11.4
Delivery. We will deliver the products you purchased to a common carrier at our warehouse for shipment to the destination in the continental United States that you select (we do not ship to Canada); other details regarding shipping and delivery are described in our Shipping Policy. You receive title and you bear all risks of loss and damage to the products from the time we deliver the products to the carrier at our warehouse.

11.5
Cancellations, returns. We do not accept any cancellations or returns, except as specified in our Return & Cancellation Policies or required by applicable law.

12. Indemnification

12.1
To the extent permitted by law, you agree to indemnify, defend and hold HUGO BOSS and its affiliates harmless from any liability, loss, claim, expense, and cost, including reasonable attorneys’ fees, arising from or related to your use of this Site and/or your breach of these Terms and Conditions.

13. Miscellaneous

13.1
These Terms and Conditions constitute the entire, full and complete agreement between yourself and HUGO BOSS.

13.2
HUGO BOSS reserves the right at any time and from time to time to change the present Terms and Conditions and to modify or discontinue temporarily or permanently, the Site (or any part thereof) with or without notice. This also includes modifying or completely ceasing specific offers and services with a cost obligation. You agree that HUGO BOSS shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site.

13.3
Each section, paragraph, part, term, and/or provision of these Terms and Conditions shall be considered severable; and if, for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such provision shall not impair the operation, or have any other effect upon, other provisions of these Terms and Conditions as may remain otherwise intelligible, and the latter shall continue to be given full force and effect to bind you and HUGO BOSS; and said invalid provisions shall be deemed not to be part of these Terms and Conditions.
13.4
The law of the State of New York and of the United States, excluding their choice of law provisions, will be applicable.

13.5
The legal venue is the U.S. District Court for the Southern District of New York.

13.6
The present Terms and Conditions can be downloaded as PDF.

14. Contacting us

14.1
Please e-mail us at service-us@hugoboss.com or call us at 1-800-HUGOBOSS (1-800-484-6267) 24 hours, 7 days a week.