

Terms & Conditions

1. Introduction

Welcome to <http://store-us.hugoboss.com>, the United States online store of HUGO BOSS (hereinafter the "HUGO BOSS Site" or "Site"), which is operated by HUGO BOSS Fashions, Inc., 55 Water Street, 48th Floor, New York, NY 10041 (hereinafter referred to as "HUGO BOSS", "we", "us" or "our"). The following terms and conditions and any other terms and conditions, agreements or policies set forth in the Customer Help Center or incorporated by reference, including without limitation, the Privacy Statement, (collectively the "Terms and Conditions") govern your access to and use of the HUGO BOSS Site and sales of products offered on the HUGO BOSS Site.

2. Scope

These Terms and Conditions only cover the web pages at <http://store-us.hugoboss.com> that we control and 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

3. Liability, disclaimer

3.1

You are responsible for all your activities on and in connection with the HUGO BOSS Site.

3.2

The HUGO BOSS Site is provided to you strictly on an "as is" basis, without warranties of any kind, either express or implied, statutory or otherwise. No written information given by HUGO BOSS shall create any warranty.

3.3

While HUGO BOSS continues to make every effort to ensure that the photographs displayed on the HUGO BOSS Site are faithful reproductions of the original products, variations may occur due to the technical and color resolution characteristics of your computer. HUGO BOSS shall not be liable for the eventual inadequacy of the graphic representations of HUGO BOSS products displayed on the HUGO BOSS Site owing to the above mentioned technical issues.

3.4

Please see "[Product Guarantees](#)" for details of HUGO BOSS' product warranties.

3.5

HUGO BOSS will ensure proper care and maintenance of the HUGO BOSS Site. However, HUGO BOSS gives no guarantee that the HUGO BOSS Site will be accessible at all times. HUGO BOSS also does not guarantee that the HUGO BOSS Site will always be in the most up-to-date condition and free of defects. It is possible that delays, transcription errors or even misinformation could occur. HUGO BOSS takes all possible steps to ensure the accuracy and timeliness of the information included on the Site, but cannot absolutely guarantee the accuracy, completeness or timeliness of the information provided on the Site.

3.6

IN NO EVENT, SHALL HUGO BOSS, OR ANY OF ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS OR SUCCESSORS OR ASSIGNEES OF EACH BE LIABLE HEREUNDER, UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUE, DATA OR PROGRAMMING, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTORY

OR OTHERWISE (EVEN IF HUGO BOSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF (A) YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE SITE, (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE SITE, (C) YOUR INABILITY TO USE THE SITE FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE SITE, (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION, (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE, (F) UNAUTHORIZED ACCESS TO THE SITE AND UNAUTHORIZED ALTERATION TO TRANSMISSIONS OR DATA, (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (H) ANY OTHER MATTER RELATING TO THE SITE.

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.

4.4

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.

5. Copyright

5.1

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5.2

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5.3

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BOSS, its affiliates, and its content providers shall have the right, at any time, to claim the authorship of any Content posted on the HUGO BOSS Site and to object to any use, distortion or other modification of such Content.

5.4

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its affiliates, or their content providers shall be carried out by you for lawful purposes only and in compliance with all applicable laws and the Terms and Conditions.

5.5

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright representative the written information specified below:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

(b) A description of the copyrighted work that you claim has been infringed upon.

(c) A description of where the material that you claim is infringing is located on the HUGO BOSS

Site.

(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.

(g) Our copyright representative for notice of claims of copyright infringement can be contacted

at the following e-mail address: customerservice@hugoboss-store.com

7 6. Trademarks, service marks and trade dress

6.1

The trademarks and logos, whether registered or not, displayed on the HUGO BOSS Site, including, without limitation, BOSS, HUGO, BOSS HUGO BOSS, HUGO HUGO BOSS and all derivative trademarks, are owned by HUGO BOSS or its affiliates. The domain names of the HUGO BOSS Site are registered domain names in the United States and in other countries owned by HUGO BOSS or its affiliates.

6.2

These and any other trademarks, service marks and trade dress of HUGO BOSS or its affiliates, including, but not limited to any mark that incorporates the above listed marks or the domain names of the HUGO BOSS Site, may not be used by you in connection with any product or service that does not originate with HUGO BOSS, in any manner that is likely to cause confusion among consumer, or in any manner that disparages, discredits or tarnishes HUGO BOSS or that dilutes the distinctive character of these trademarks.

6.3

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6.5

You are not authorized to use any of the trademarks, service marks and trade dress that appear on the HUGO BOSS Site in any manner for any purpose without the prior express written consent of HUGO BOSS or the respective Third Party Owner, as the case may be.

8 7. No license

7.1

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9 8. Submissions

8.1

All notices, proposals, ideas, feedback, comments, complaints and other contents which you provide to HUGO BOSS, will be regarded as provided on a non-confidential basis. HUGO BOSS reserves the right to use this information at its exclusive discretion. HUGO BOSS is not subject to any obligation (i) to treat the submissions as confidential or (ii) to respond to any submissions.

You are responsible for ensuring that none of your submissions infringe the rights of third parties

(including copyright, trademark, patent, commercial secrecy, privacy or other personal rights or intellectual property rights) and to that extent indemnify HUGO BOSS from all claims of third parties, including attorneys' fees.

10 9. Privacy

9.1

The terms and conditions of our [Privacy Statement](#) govern the collection, processing and use of personal data collected from you in connection with your use of the HUGO BOSS Site.

11 10. Links

10.1

The HUGO BOSS Site contains links to other websites maintained by affiliates of HUGO BOSS ("Affiliated Sites"), including, but not limited to, links to www.hugoboss.com. These Affiliated Sites are not operated by HUGO BOSS Fashions, Inc., the operator of this Site, but by its affiliates. Please carefully read the terms and conditions of use and other policies of such Affiliated Sites. These Terms and Conditions do not apply to any Affiliated Sites.

10.2

In some circumstances, the Site will contain links to other websites ("Third Party Websites"). HUGO BOSS or its affiliates do not operate, control, endorse or guarantee the contents of any Third Party Websites. HUGO BOSS is not liable either for the accuracy of the content of these websites or for the material which can be obtained from these websites. You agree that HUGO BOSS and its affiliates are not responsible for any content, services and/or products provided by any Third Party Website. When you access any Third Party Website through a hyperlink posted on this Site, please carefully read the terms and conditions of use and other policies of such Third Party Website. These Terms and Conditions do not apply to any Third Party Website.

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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. Without limiting the generality of the foregoing, we do not accept any returns to HUGO BOSS retail stores.

13 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.

14 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](#).

15 14. Contacting us

Please feel free to contact us with any comments, questions, complaints or suggestions you may have regarding our products or the Site by sending an e-mail to customerservice@hugobossstore.com or by contacting:

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