

"Made To Order"
General Terms and Conditions of HUGO BOSS FASHIONS, Inc.

§1 Scope

These General Terms and Conditions (hereinafter referred to as the "Terms & Conditions") form the legal basis for "Made To Order" contracts between HUGO BOSS and the Customer.

In these Terms & Conditions, the singular includes the plural and vice versa and a gender includes any gender.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING MADE TO ORDER. YOUR USE OF MADE TO ORDER CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY. IF YOU DO NOT ACCEPT THESE TERMS OF USE OR THE TERMS OF OUR PRIVACY POLICY, DO NOT USE MADE TO ORDER. PLEASE NOTE THAT THESE TERMS OF USE SET FORTH IMPORTANT DETAILS ABOUT YOUR RELATIONSHIP WITH HUGO BOSS FASHIONS, INC. (TOGETHER WITH HUGO BOSS RETAIL, INC. HEREINAFTER REFERRED TO AS "HUGO BOSS"), INCLUDING THE RIGHTS YOU GRANT TO US, RESTRICTIONS ON HOW YOU CAN USE THIS WEB SITE, AND AN AGREEMENT TO RESOLVE DISPUTES WITHOUT RESORT TO CLASS ACTION LITIGATION OR A JURY TRIAL.

§2 Basis of Supply

- (1) The Customer will place orders with HUGO BOSS for the making of garments based on individual body measurements as well as from standard-sized base patterns, fabrics and accessories. These T & C's shall apply only to product in the HUGO BOSS Made To Order program, as determined by HUGO BOSS.
- (2) The first time that the Customer places an order with HUGO BOSS, Customer must do this in person at a participating BOSS Store which runs the "Made To Order" program (hereinafter referred to as the "BOSS Store").
- (3) The Customer may place further orders (hereinafter referred to as "Subsequent Orders") personally at a participating BOSS Store, or by phone or in writing.

§3 Order Confirmation / Cancellation

- (1) After placing an order, the Customer will receive written confirmation from HUGO BOSS containing information about the order.
- (2) The Customer can no longer request changes and HUGO BOSS can no longer accept requests for changes after Customer receives the order confirmation.
- (3) The Customer may cancel his order by telephone or personally at a BOSS Store within twenty-four hours from receipt of the order confirmation. After the cancellation period all Made To Order sales are final. In case of a cancellation HUGO BOSS shall refund the payment to the original purchase method, unless such method is paid in cash or gift card/merchandise credit in which case Customer shall receive a refund by check.
- (4) HUGO BOSS is entitled to cancel a Customer's order at any time and even after payment in full or in part in the following circumstances:
 - (i) HUGO BOSS identifies an obvious and unmistakable error in the given price or given description of the product;
 - (ii) HUGO BOSS is unable to obtain authorization for the Customer's payment and/or suspects illegal or fraudulent activity;
 - (iii) the product (or component) is out of stock or otherwise unavailable, or
 - (iv) any other sourcing or product related reason, including but not limited to, discontinuing a style or discontinuing the Made To Order program.

§4 Fittings

- (1) HUGO BOSS will make garments in accordance with the Customer's individual measurements, taken by the store at the time of the sale. All measurements will be recorded in the data base and will be visible in the User profile.
- (2) If there is an error in the confirmation documents the Customer has 24 hours to notify HUGO BOSS from the receipt of the order confirmation.

§5 Subsequent Orders

- (1) HUGO BOSS may store the Customer's measurements for Subsequent Orders the database and use them to execute such orders.
- (2) If the Customer places a Subsequent Order by telephone or in writing using his measurements stored with HUGO BOSS, customer expressly waives having measurements taken unless a new appointment is scheduled for this purpose at a participating BOSS Store.

§6 Delivery Times

- (1) Made To Order products will be ready for Customer final fitting or customer pickup three to eight weeks after the order has been placed. The above information is non-binding and HUGO BOSS does not warrant delivery on a specific date (time is not of the essence). The customer may receive updates on the

production status via e-mail or the HUGO BOSS APP, if available.

- (2) Any delivery dates on the order form or conveyed to the Customer are estimates only and HUGO BOSS does not warrant that it will comply with the delivery date.

§7 Prices / Down-Payments / Retention of Title

- (1) The stated prices exclude sales tax.
- (2) Full payment is due at the time Customer places the order.
- (3) HUGO BOSS will retain ownership of the finished garments until it has received payment in full.

§8 Acceptance / Passing of Risk / Warranty Rights

- (1) The Customer will receive a pick-up message via e-mail. They agree to pick up their garments immediately following request from HUGO BOSS; and will, however, pick them up at the latest four weeks from the pick-up request. If customer fails to pick up a Custom Suiting Order within eight weeks (or such longer period if required by law) of the date on the original pick up notice, HUGO BOSS reserves the right to consider such order abandoned and dispose of such merchandise without refund to Customer.
- (2) At the time that the Customer picks up finished garments, Customer is obliged to check whether they are in conformity with the order confirmation. Discrepancies must be notified to HUGO BOSS immediately.
- (3) When reordering or reusing prior measurements, Customer should be aware that even where the same measurements are used, it is possible for there to be slight differences in the shape and design of garments in spite of the fact that the utmost of care has been taken in the making of such garments. The Customer therefore understands that slight differences in quality, colour or fit will not constitute a discrepancy.
- (4) All sales are final, Customer will not be entitled to base a claim that the garments are faulty on any changes that occurred after the order was placed, including but not limited to, changes in measurements.
- (5) If the Customer expressly so requests, HUGO BOSS will ship the garments specified in the order to the Customer at the Customer's expense.

§9 Liability / Claims for Damages

HUGO BOSS excludes all and any claims for damages by the Customer, including but not limited to indirect or consequential damages. The foregoing exclusion of liability does not apply to claims for direct damages by the Customer for the breach of material contractual obligations or liability for willful default or gross negligence of HUGO BOSS, its legal representatives or agents. Material contractual obligations are those obligations which must be performed if the purpose of the contract is to be achieved. IN NO EVENT SHALL HUGO BOSS BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OR ANY OTHER THEORY OF LOSS PROFITS. THE TOTAL LIABILITY OF HUGO BOSS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO HUGO BOSS FOR THE MADE TO ORDER MERCHANDISE WHICH IS THE SOURCE OF THE CLAIM OR DISPUTE.

§10 No Right of Cancellation, Exchange or Return

Garments are made to the Customer's individual measurements and Customer has therefore no right of cancellation, exchange or return of the garments ordered. All sales are final after the 24 hour cancellation period set forth in Section 3.4.

§11 Data Protection

By ordering a Made To Order Suit or other Made To Order merchandise under the Made To Order program, the customer agrees the usage of the personal data according contractual relationship and for transactional purposes. This includes, but is not limited to sharing of information to any third party vendor and contacting the Customer and completing of a feedback survey.

§12 Dispute Resolution

The procedures and other terms set forth in §§ 12–15 apply to any and all claims, disagreements, disputes or controversies between the Customer and HUGO BOSS or its officers, directors, employees, representatives, agents, parents, affiliates, subsidiaries and/or related companies that relate to the Made To Order program, regardless of when such claim arose (each a "Claim"), including but not limited to use of this program, advertising regarding the program, the products, services, materials or other features offered, advertised, marketed and/or sold by HUGO BOSS in the course of the Made To Order program, and/or these Terms and Conditions.

§13 Mandatory Informal Pre-Dispute Resolution

- (1) Before filing any lawsuit relating to a Claim, the Customer agrees to first send a detailed notice ("Notice") to HUGO BOSS at the address listed below in § 16. The Notice must contain all of the following information: (1) the Customer's full name; (2) address; (3) telephone number; and (4) email address; as well as (5) information sufficient for HUGO BOSS to identify any transaction and/or product at issue (e.g., the Customer's order number, order confirmation communication,

"Made To Order"
General Terms and Conditions of HUGO BOSS FASHIONS, Inc.

SKU number, etc.); and (6) a detailed description of the Claim, the nature and basis of the Claim(s), and the nature and basis of the relief sought along with a calculation for it. The Customer must personally sign this Notice.

- (2) Likewise, HUGO BOSS agrees that if HUGO BOSS has a dispute with the Customer, it will first send a detailed Notice to the Customer's e-mail address on file. HUGO BOSS's Notice will likewise set forth (1) information sufficient to identify any transaction at issue and (2) a detailed description of the dispute, the nature and basis of the Claim(s), and the nature and basis of the relief sought along with a calculation for it.
- (3) Both Parties agree to negotiate in good faith, for a period of at least 60 days from the date of the Notice, in an effort to swiftly resolve the Claims without the need for a formal proceeding. Should HUGO BOSS request a telephone conference with the Customer in an effort to resolve the dispute as part of this informal process, the Customer agrees to personally participate (with counsel if represented). Compliance with and completion of this mandatory informal dispute resolution process is a condition precedent to filing any lawsuit. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this process. A court shall have the authority to enjoin the filing of any lawsuit concerning a Claim without first providing a Notice or otherwise participating in good faith in this informal dispute resolution process.

§13 Waiver of Representative Actions and Jury Trial

- (1) To the fullest extent permitted by applicable law, the Parties agree that any and all Claims will be resolved individually, without resort to any form of class action or representative action. Neither Party shall be entitled to join or consolidate claims by or against other users/consumers or to bring or participate in, as a representative or member of a class or in a private attorney general capacity, any lawsuit or other dispute resolution procedure. Both Parties expressly waive their right to file or participate in a class action or seek relief on a class basis.
- (2) Additionally, both Parties voluntarily and knowingly waive any right to a jury trial.

§15 Choice of Law and Jurisdiction

- (1) Any contract between HUGO BOSS and the Customer including but not limited to any orders and these General Terms and Conditions are governed by the laws of New York.
- (2) In the event that a dispute between HUGO BOSS and the Customer arises out of or in connection with the order or these General Terms and Conditions, HUGO BOSS and the Customer both agree that the courts of New York will have exclusive jurisdiction.

§ 16 HUGO BOSS company details

HUGO BOSS
HUGO BOSS Fashions, Inc
55 Water Street, 48th Floor, New York, NY 10041, USA

§ 17 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 by HUGO BOSS and will apply to any new orders placed by the Customer.