

GENERAL TERMS AND CONDITIONS

ONLINE STORE MEXICO

(Issued: 28.07.2022)

1. SCOPE

- 1.1 These General Terms and Conditions, in the version applicable on the date an order is placed, govern the relationship between HUGO BOSS México, S.A. de C.V. with registered office at Blvd. de Cervantes Saavedra 301, Colonia Ampliación Granada, 11520, Mexico City, Mexico and with Federal Taxpayer Registry HBM990413DC4, (the "**Seller**") and the customer (the "**Customer**"), and apply to all transactions made in the Online Store in Mexico (<http://www.hugoboss.com/mx/home>) (the "**Online Store**"). When placing an order the Customer can access the General Terms and Conditions via the links on the Online Store, save them on their computer and/or obtain a printed copy of them. However, the General Terms and Conditions applicable to the Customer's order will be sent to the Customer separately on a durable medium (e.g. by e-mail with pdf attachment), together with the contract confirmation upon delivery of the goods. The Online Store will include a mechanism for acceptance of these General Terms and Conditions by the Customer.
- 1.2 The target audience for the range of products available in the Online Store and who can register and access the Online Store, consists solely of Customers of legal age with a habitual residence in the territory of Mexico, and who can provide a delivery address in that territory. Consumer is legally understood to be the natural or legal person who acquires, performs or enjoys goods, products or services as the final recipient. Said Consumer enjoys the rights set out in the Federal Consumer Protection Act, including the right to request the intervention of the Federal Consumer Protection Agency (*Procuraduría Federal del Consumidor*) in accordance with the provisions of said law.
- 1.3 All emails and information sent electronically by the Seller to the Customer shall be considered as an integral part of the Online Store. In addition, these emails and information may contain details of the transactions that are placed in the Online Store.

2. ORDER PROCESSING

- 2.1** The Online Shop merely constitutes a solicitation to the Customer to make an offer to enter into a contract for the purchase of goods presented in the Online Store. The characteristics and restrictions of such goods will be presented in the corresponding sections of the Online Store.
- 2.2** The Customer may choose items from a range of the Seller's products and collect them in the "**Shopping Cart**" by clicking on the "*Add to Shopping Cart*" button. By clicking on the "*Confirm Purchase Order*" button, the Customer makes a binding offer to purchase the products that are in his Shopping Cart (the "**Order**").
- 2.3** The value of an Order of any kind (gross value of the goods, including value added tax, but excluding delivery or other expenses; the "**Order Value**") shall not exceed a maximum value of \$105,346.00 Mexican pesos and shall not be less than a value of \$658.00 Mexican pesos. A maximum order quantity of 3 items per style (same colour and size) will apply to each Order of any kind. In addition, goods will only be delivered in quantities considered normal for individuals.
- 2.4** Before placing the Order, the Customer may review and modify the details of his Order at any time by clicking on the "*Shopping Cart and Checkout*" button.
- 2.5** After the Customer submits his Order, an **acknowledgement of receipt will automatically be sent** to him by email with a summary of the details of his Order. This automatic acknowledgement of receipt shall not constitute acceptance of the Customer's offer by the Seller; it merely documents the fact that the Seller has received the Customer's Order.
- 2.6** The binding purchase contract shall be deemed to have been concluded when the Seller accepts the Customer's Order. The Seller shall be entitled to accept the Customer's offer within 7 days of receipt thereof, but shall not be obliged to accept it. The Seller expresses its acceptance by sending the Customer the shipping confirmation by email, which shall serve as proof of the transaction.
- 2.7** If an Order includes several items, a contract will be concluded only in respect of the items which are expressly mentioned in the shipping confirmation.
- 2.8** The foregoing shall also apply in cases where, as a result of the chosen method of payment, the Customer has already paid the purchase price or given payment instructions prior to the conclusion of the contract. If no contract is concluded in such a case for any reason whatsoever, the Seller shall notify the Customer by e-mail (in the case of contractual acceptance with respect to part of the Order, it shall do so together with the contractual

acceptance with respect to the available items) and shall return the advance payment to the Customer without delay, without any interest being payable in the latter case.

- 2.9** The Customer's right of withdrawal provided for by law (see section 7) shall not be affected by the foregoing provision.
- 2.10** The contract is concluded in English. The Seller shall keep a copy of the conditions of the contract (consisting of the Order, the General Terms and Conditions, the shipping confirmation and the confirmation of the contract), and shall send it to the Customer by e-mail, in compliance with the regulations relating to Consumers. The registered Customer may review the status of his orders through email notifications or by logging on to www.hugoboss.com/mx in the Customer's Order History area. Likewise, the unregistered Customer may review the status of his orders through email notifications or by contacting Customer Service at 800-386-9990 or by sending an email to service-mx@hugoboss.com.
- 2.11** In accordance with the applicable tax regulations, the Customer will receive an electronic invoice (Digital Tax Receipt over the Internet "CFDI") with their tax data when requested, for which they must provide the information that is applicable and indicated in the Online Store. The electronic invoice will be sent to the Customer in .xml and .pdf file formats attached to an email. Likewise, the Seller will issue the corresponding tax receipts in case of returns or cancellations. The Customer may request the correction of the CFDI, as well as the shipping confirmation in accordance with the provisions of the resolution mechanisms for claims or clarifications (see section 12).
- 2.12** The lack of availability, accessibility or interruption in the operation of the Online Store for technical or other reasons shall not give rise to any liability on the part of the Seller, who shall only be obliged to use its best efforts to restore the operation of the Online Shop within a reasonable period of time.
- 2.13** The good or product or its packaging or accompanying materials shall include the locations where it can be repaired, instructions for its use and, where applicable, the relevant warranties as set out in section 8.
- 2.14** In the case of imported goods or products, their place of origin shall be indicated.

3. DELIVERY, DELIVERY TIMES, PRODUCT AVAILABILITY

- 3.1** Unless otherwise agreed, the goods will be delivered to the Customer at the delivery address provided by the Customer or at the participating HUGO BOSS store selected by the Customer to collect the goods. Delivery is only available within Mexico. The Customer's order will be processed and shipped within an estimated time of 2 business days from the

placement of the order, with the exception of sales periods (Hot sale, El Buen Fin, End of Season Sales), in which case Customer's order will be processed and shipped within an estimated time of 4 business days from the placement of the order. The Seller will send the Customer a shipping confirmation by email once the order has been shipped, which will contain the order tracking information so that the Customer can track the order online.

- 3.2** Unless otherwise stated, upon authorization of the credit card and verification of the Customer's information, the delivery time for deliveries to major cities and urban areas will be 2 to 3 business days after the order has left the warehouse. Likewise, the delivery time for deliveries to remote areas will be 9 days. (Monday to Friday, excluding holidays).
- 3.3** Information on the obligations and responsibilities of the carriers or courier and parcel companies used, in order to enable the Customer to submit claims or clarifications, can be found on the information pages of the Online Store.
- 3.4** The Seller does not offer shipments to post office boxes (P.O. Boxes) and / or shipments via regular mail. The Seller does not ship to cargo consolidation companies. Likewise, the Seller does not ship items from different HUGO BOSS sites in other countries to addresses located in Mexico.
- 3.5** The Seller does not ship internationally. The Customer can find the nearest store internationally by visiting the HUGO BOSS Store Locator. The Customer can click on the flag at the top right of the Online Store, to buy from one of the many HUGO BOSS websites in other countries. HUGO BOSS currently has online stores in the following countries (the Customer can find the full list in the Online Store): Germany, Canada, France, Netherlands, United Kingdom, United States, Switzerland, Spain, Belgium, Austria, Italy, Sweden, Denmark, Ireland and Finland.
- 3.6** The Seller will charge the Customer \$600.00 MXN (this cost may be modified and the Customer will be notified through these terms and conditions) for express shipments on all orders.
- 3.7** The Customer may purchase online and then pick up and/or try on his order at any participating HUGO BOSS store of his convenience with advice from the Seller's team. The Customer does not need to be at home for delivery, and will only have to visit his nearest HUGO BOSS store and pick up his purchase within the timeframe outlined below.
- 3.8** For the purposes of the foregoing, the Customer shall: (i) Purchase online by browsing the Seller's latest collections at www.hugoboss.com/mx and add his/her chosen items to his/her shopping cart (ii) Choose the participating HUGO BOSS store, in the category of "delivery addresses", select the "Shipping to Store" tab and choose the store in which he would like to pick up his package.

- 3.9** As soon as the Customer's order has arrived at the participating HUGO BOSS store selected by the Customer, the Customer will have 21 days to pick up his Order. The Customer may collect his order with a valid order ID and his order confirmation. In the event that the Customer does not pick up his order within the aforementioned period, the order will be automatically returned to the warehouse and the Customer will be refunded the value of the order through the original payment method used by the Customer, less any applicable shipping fees.
- 3.10** The Customer may also appoint another person to pick up his order on his behalf, such person shall bring with them a written authorization from the Customer together with a copy of the Customer's order confirmation.
- 3.11** If the Seller is unable to meet the binding delivery deadline for reasons beyond its control (non-availability of products, for example, due to the omission of delivery by the Seller's own supplier or due to force majeure), it shall inform the Customer without delay and specify, where applicable, the new expected date for delivery. If the new delivery time is not acceptable to the Customer, the products are not available either in the new delivery period, or are not available at all, either party shall be entitled to terminate the contract in respect of the products concerned; in this case the Seller shall reimburse the Customer for any payments already made. The rights of the parties provided by law shall remain unaffected.

4. PRICES AND DELIVERY COSTS

- 4.1** All prices indicated on the Seller's website include the value added tax currently applicable.
- 4.2** The Seller shall inform the Customer on the order form, where applicable, of the amount of the shipping costs as well as any other additional costs (e.g. gift wrapping), immediately before the Order is placed. The Customer will bear the shipping costs and the additional costs communicated.

5. PAYMENT

- 5.1** The Seller shall accept only those forms of payment indicated during the processing of the order.
- 5.2** In order to protect itself against the risk of non-payment by the Customer, the Seller reserves the right to exclude certain forms of payment in an individual case.

6. RETENTION OF TITLE

The goods shall remain the property of the Seller until the Customer has paid the purchase price in full.

7. RIGHT OF WITHDRAWAL

7.1 Consumers have a fundamental right of withdrawal provided for by law in case of sales via electronic commerce. In accordance with the legal provisions, we are pleased to inform you about this right below:

WITHDRAWAL INSTRUCTIONS

Right of withdrawal

You shall have the right to revoke your consent ("**right of withdrawal**") to this contract within thirty days of the date of delivery of the product(s), without liability and without giving any reason, upon delivery of the product(s).

The product(s) must be new, unused, unwashed, unused, unaltered, in resale condition with original labels attached and packaging seals from the HUGO BOSS Mexican Online Store and the purchase and payment of the product(s) must be verified. All garments are subject to inspection. Returned merchandise that does not meet these requirements will be rejected and returned to the Customer. Unfortunately, we cannot refund altered merchandise. Due to the nature of personalized items, no returns or cancellations are accepted once an order has been placed.

These returns will be eligible for a full refund to the original form of payment.

If you need a return label to exercise your right of withdrawal, our customer service team will be happy to assist you. Please email service-mx@hugoboss.com to receive a free prepaid shipping label by email. Use the shipping label and place it on the outside of your return package. Be sure to keep the return tracking number for your records. Please note that to use our prepaid labels, shipments must be sent from Mexico. The Seller will not provide the Customer with free prepaid shipping labels for products that are considered dangerous goods in certain quantities (Eau de Parfum, Eau de Toilette, Eau de Cologne, After-Shave Lotion, After-Shave Balm, Deo Stick, Smart Watches).

Seller is not responsible for import or shipping fees associated with returns shipped from outside of Mexico. Send the package to:

HUGO BOSS DEVOLUCIONES

DHL Supply Chain Mexico (DHL Cadena de Suministro México)

Carretera México-Querétaro Km. 34.5

Nave 6 la Cortina 31 Col.

Rancho San Isidro

Cuautitlán Izcalli

C.P. 54740 Estado de México

México

If you would like to return items that were shipped in multiple packages or return multiple orders in the same return package, please indicate this clearly on the packing slip and include this in the package.

Please contact the HUGO BOSS Customer Service Center at 800-386-9990 or email service-mx@hugoboss.com for more information.

Returns for purchases in physical stores will not be accepted in our Online Store.

Returns are also accepted at certain HUGO BOSS stores within Mexico. Returns are not accepted at Boss Outlet, Factory Outlet or Outlet store locations. To find the location of a participating store near you, please visit our store finder on our website <https://www.hugoboss.com/mx/es/stores>. You can also contact our customer service for assistance. For a full refund, please bring your order receipt form and the original method of payment to the HUGO BOSS store when you return the merchandise.

- 7.2** If you return your item(s) to the Online Store, please allow 15 business days to receive and process your returned merchandise. If the return is approved, a refund will be issued only in the original form of payment. You will receive an email confirmation when your return has been completed. In the unlikely event that you do not receive the confirmation email within 15 days of making your return shipment, please contact our Customer Service Center, with your order number.

ALL GIFT, SHIPPING, HANDLING AND WRAPPING FEES ARE NON-REFUNDABLE.

8. GUARANTEES

- 8.1** The guarantee rights recognized in the Federal Consumer Protection Act will apply to the products, only if the Seller has expressly indicated, for the product in question, the existence of any guarantee. In the latter case, the guarantee may not be less than ninety days from the delivery of the product, in accordance with the provisions of the aforementioned law. The foregoing shall apply without prejudice to the legal right of withdrawal provided for in section 7.
- 8.2** We shall be liable only for damage to or loss of the products as provided for in section 9.

9. SELLER'S LIABILITY

- 9.1** Seller's liability for intent and gross negligence is unlimited. To the maximum extent permitted by law, in the event of slight negligence, the Seller's liability shall be limited to loss or damage arising from death, personal injury or illness, or arising from the breach of a contractual obligation of a material nature (a contractual obligation which is essential to the proper performance of the contract, and on the fulfilment of which the obligation of the other party depends, or may normally depend, on its performance).
- 9.2** To the maximum extent permitted by law, in cases where the breach of a material contractual obligation constitutes slight negligence on the part of the Seller, the amount of the Seller's liability shall be limited to the foreseeable damage that would normally occur. Any further liability of the Seller for loss or damages is excluded.
- 9.3** The above limitations of liability shall also apply to the Seller's legal representative and agents.
- 9.4** The above limitations of liability shall not apply in cases where the Seller has fraudulently concealed a defect or has guaranteed that the products are of a certain nature. The same shall apply to the Customer's claims under the Federal Consumer Protection Act.

10. CHOICE OF LAW AND JURISDICTION

- 10.1** The contracts entered into by the Seller and the Customer, as well as these General Terms and Conditions, shall be governed by Mexican law.

- 10.2** The applicable jurisdiction is that of the courts established in Mexico City. Seller and Customer waive any other jurisdiction that may apply to them by virtue of their current or future domicile, or for any other reason.

11. SELLER CONTACT DETAILS

Phone number: 800-386-9990, Monday through Sunday with hours of operation from 9 a.m. to 6 p.m. CST (Central Standard Time).

Email: service-mx@hugoboss.com

Website: www.hugoboss.com/mx

Address in Mexico:

HUGO BOSS México S.A. de C.V.
Blvd. de Cervantes Saavedra 301
Torre Norte, Primer Piso
Colonia Ampliación Granada
11520, Ciudad de México
México

12. RESOLUTION MECHANISMS FOR COMPLAINTS OR CLARIFICATIONS

- 12.1** The Customer may submit their claims or clarifications to the following email: service-mx@hugoboss.com or to the telephone number 800-386-9990, on the following days and hours of operation: Monday to Sunday from 9 a.m. to 6 p.m. CST (Central Standard Time).
- 12.2** The resolution period for claims or clarifications will be 2 days from the date of receipt.

13. RETURNS

- 13.1** Pursuant to the Federal Consumer Protection Act and regardless of the provision of section 7, the Customer shall be entitled, at his choice, to the replacement of the product or the refund of the amount paid, upon delivery of the purchased product, and in any case, to a bonus, in the following cases:

- (i) When the net content of a product or the quantity delivered is less than the quantity indicated on the packaging, container, packaging or when measuring instruments are used that do not comply with the applicable provisions, considering the tolerance limits allowed by the regulations;
- (ii) If the good does not correspond to the quality, brand, or specifications and other substantial elements under which it has been offered or does not comply with official Mexican standards;
- (iii) If the repaired good is not in a suitable condition for its use or purpose, within the warranty period (if applicable).

In the case of paragraph (iii) above, if the Customer opts for the replacement of the product, it must be new.

When a refund of the amount paid is applicable, it will be made using the same form of payment with which the purchase was made, and may be made by a different form of payment if the Customer accepts it at the time the return is made.

The Customer will also be entitled to the bonus or compensation when the provision of a service is deficient, is not provided or provided for reasons attributable to the Seller, or this does not comply with the official Mexican standards.

In any case, the rebate shall be 20% of the price paid.

The respective claim will be submitted within two months of the date on which the product was received, provided that it has not been altered through no fault of the Customer. The same period shall apply in the case of the provision of a service, counted from the time the service has been provided.

- 13.2** If you need a return label for the purpose of the respective claim, our customer service team will be happy to assist you. Please email service-mx@hugoboss.com to receive a free prepaid shipping label by email. Use the shipping label and place it on the outside of your return package. Be sure to keep the return tracking number for your records. Please note that to use our prepaid labels, shipments must be shipped from Mexico. The Seller will not provide the Customer with free prepaid shipping labels in the case of products that are considered dangerous goods in certain quantities (Eau de Parfum, Eau de Toilette, Eau de Cologne, After-Shave Lotion, After-Shave Balm, Deo Stick, Smart Watches).

Seller is not responsible for import or shipping fees associated with returns shipped from outside of Mexico. Send the package to:

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DHL Supply Chain Mexico (DHL Cadena de Suministro México)
Carretera México-Querétaro Km. 34.5
Nave 6 la Cortina 31 Col.
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Cuautitlán Izcalli
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México

If you would like to return items that were shipped in multiple packages or return multiple orders in the same return package, please indicate this clearly on the packing slip and include this in the package.

Please contact the HUGO BOSS Customer Service Center at 800-386-9990 or email service-mx@hugoboss.com for more information.

Returns for purchases in physical stores will not be accepted in our Online Store.

- 13.3** Returns are also accepted at certain HUGO BOSS stores within Mexico. Returns are not accepted at Boss Outlet, Factory Outlet or Outlet store locations. To find the location of a participating store near you, please visit our store finder on our website <https://www.hugoboss.com/mx/es/stores>. You can also contact our customer service for assistance. For a full refund, please bring your order receipt form and the original method of payment to the HUGO BOSS store when you return the merchandise.
- 13.4** Exchanges are processed as a return and a new order can be placed for the replacement of the merchandise. Please place your new order online at www.hugoboss.com/mx. A refund will be processed and a separate charge will be displayed for the new order you place.
- 13.5** Please return items from your initial order with the prepaid shipping label provided by our customer service team. Be sure to keep the return tracking number for your records. Once we receive your return in our warehouse, we will issue you a refund for the returned items in accordance with section 13.6.
- 13.6** If you return your item(s) to the Online Store, please allow 15 business days to receive and process your returned merchandise. If the return is approved, a refund will be issued only in the original form of payment. You will receive an email confirmation when your return has been completed. In the unlikely event that you do not receive the confirmation email within 15 days of making your return shipment, please contact our Customer Service Center, with your order number.

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13.7 The Seller may refuse to satisfy the claim and will return the product(s) to the Customer in the following cases (all garments are subject to inspection):

- If the claim is out of time;
- When the product has been used in conditions other than those recommended or appropriate to its nature or intended use;
- If the product has suffered an essential, irreparable and serious deterioration for reasons attributable to the Customer.

14. INFORMATION ABOUT SECURITY MECHANISMS OF THE ONLINE STORE

In accordance with the applicable regulations, we inform you that the Online Store has the reasonable and necessary IT mechanisms in place in order to prevent the disclosure of the Customer's personal or financial information that could compromise the Customer or entail a risk.