

GENERAL TERMS AND CONDITIONS

ONLINE STORE AUSTRIA

(Effective: 06.12.2024)

1. SCOPE AND CONTRACTUAL PARTNERS

- 1.1 These General Terms and Conditions (hereinafter referred to as "T&Cs") in their version valid at the time of the respective order apply to the business relationship between HUGO BOSS AG, Holy-Allee 3, 72555 Metzingen, Germany, registered in the Commercial Register of the Stuttgart District Court, Germany, HRB 36 06 10, with its registered office in Metzingen, VAT ID No. DE 147164472 (hereinafter referred to as "**Seller**") and the customer (hereinafter referred to as "**Customer**") for transactions in the Online Store Austria, at <https://www.hugoboss.com/at> , for personal orders in a HUGO BOSS Store ("**Order from Store Service**"), and in the HUGO BOSS Mobile Application (hereinafter "**Mobile App**").
- 1.2 The T&Cs regulate the details of the contractual relationship and also contain important consumer information in the legally applicable version. The Customer can access the T&Cs via links in the Online Store during the order process, save them on their computer, and/or print them out. The T&Cs applicable to the order will be sent to the Customer again separately along with the contract confirmation upon delivery of the goods on a durable medium (by email in a PDF attachment).
- 1.3 HUGO BOSS AG provides customer care for the Online Store on the Seller's behalf ("**Customer Care**"). The Customer can contact Customer Care for the Online Store at any time with questions, requests, or complaints as follows:

HUGO BOSS AG
Customer Care
Holy-Allee 3
72555 Metzingen
Deutschland
Phone: +43 (0) 7 2038 0027
E-Mail: service-at@hugoboss.com

- 1.4** The range of goods in the Online Store is exclusively aimed at adult consumers who have their habitual residence in the territory of the Republic of Austria and can provide a delivery address there. Therefore, the Seller does not accept orders from businesses as defined by the Austrian Consumer Protection Act (KSchG, BGBl. No. 140/1979 as amended). Consequently, only consumers as defined by the KSchG are considered "Customers" hereafter.

2. ORDER PROCESS

- 2.1** The Customer can select products from the Seller's range and collect them in a so-called shopping cart by clicking the "Add to Cart" button.
- 2.2** By clicking the "Place Order and Pay" button, the Customer makes a binding offer to purchase the goods in the shopping cart ("Order").
- 2.3** The value per order of any kind (gross merchandise value including VAT without shipping costs or other costs; hereinafter "Order Value") may not exceed EUR 4,000. A maximum of 3 pieces of the same product with the same style (same color and size) can be ordered per order. Furthermore, goods are only supplied in household quantities.
- 2.4** Before submitting the order, the Customer can view and change the order data at any time. A change is possible via the "Change Order" button or via links to the individual order data fields and "Back" functions.
- 2.5** After submitting the order, the Customer will receive an automatic order confirmation by email, which reproduces the content of the Customer's order. This automatic order confirmation does not yet constitute acceptance of the offer but merely documents that the order has been received by the Seller. The contract is only concluded upon the Seller's declaration of acceptance. The Seller declares acceptance by sending a shipping confirmation by email.
- 2.6** The Seller is entitled to cancel a Customer's order under the following circumstances:
- The Seller identifies an obvious and unmistakable error in the price or description of the product;
 - The Seller suspects illegal or fraudulent activities (see the relevant provisions in the Privacy Policy), even if the quantity of goods is higher than the usual ordered quantities;
 - The product is out of stock.

In this case, the Seller will inform the Customer immediately by email. The Seller undertakes to refund all payments received from the Customer for the undelivered goods (including any payments made for a specific shipping option) without delay (at the latest within 7 days) from

the day of withdrawal. For this refund, the Seller will use the same means of payment that the Customer used in the original transaction, unless expressly agreed otherwise with the Customer; in no case will the Customer be charged fees for this refund.

- 2.7 The Customer's statutory right of withdrawal in accordance with §§ 11 et seq. of the FAGG (see Section 7) and the Customer's warranty rights remain unaffected by the above provisions.
- 2.8 The contract is concluded in German. The contract text (consisting of the order, T&Cs, and contract confirmation) is stored by the Seller in compliance with data protection and sent to the Customer by email. The registered Customer can also view their current confirmed orders in their personal My HUGO BOSS customer account.

3. DELIVERY, DELIVERY TIMES, CLICK & COLLECT SERVICE

- 3.1 Unless otherwise agreed, delivery is made to the delivery address specified by the Customer. Delivery is only made within the Republic of Austria.
- 3.2 If the HUGO BOSS Store search is offered at the input field for the delivery address during the order ("Click & Collect Service"), the Customer has the option to select a HUGO BOSS Store within Austria as the delivery address and arrange an appointment for personal consultation there. The Customer will learn which HUGO BOSS Stores offer the Click & Collect Service during the ordering process.
- 3.3 The Seller will inform the Customer of the delivery period during the order process. Unless otherwise stated, the delivery period is approximately 2 to 3 working days for standard shipping and approximately 1 to 2 working days for express shipping from the order date. If the order includes one or more personalized items, the delivery time is then 3 to 4 working days. More detailed information on shipping options and the shipping companies used can be found on the Online Store's information pages.
- 3.4 After handing over the goods to the shipping company, the Customer will receive a shipping confirmation from the Seller by email, as well as all necessary information about the shipping status and, where available, a link to the shipping company's tracking system.
- 3.5 When using the Click & Collect Service, the Customer has the option to personally pick up the goods on the day of delivery at the selected HUGO BOSS Store and, if agreed, attend their appointment. If the Customer does not pick up the goods on the day of delivery, the Customer still has the option to pick up the goods within the collection period of 14 days from delivery. Collection is possible during the opening hours of the respective HUGO BOSS Store to which the delivery was made, and upon presentation of official identification, alternatively by showing the shipping confirmation (e.g., as an email on a smartphone). The opening hours of the

respective HUGO BOSS Store will be communicated to the Customer during the order process and in the shipping confirmation.

- 3.6** When using the Click & Collect Service, the Customer has the option to withdraw from the contract without reason by email or phone to the HUGO BOSS Store selected as the delivery location or to Customer Care during the collection period, or to cancel the appointment if applicable. If the Customer withdraws or the collection period ends without the Customer having picked up the goods, the order will be canceled by the Seller. In this case, the Seller will refund all payments received from the Customer for the uncollected goods, except for any payments made for a specific shipping option that is not the inexpensive standard shipping method offered by the Seller, at the latest within 14 days from the first day following the last day of the collection period or the day of withdrawal by the Customer. For this refund, the Seller will use the same means of payment that the Customer used in the original transaction, unless expressly agreed otherwise with the Customer; in no case will the Customer be charged fees for this refund.
- 3.7** If the Seller cannot meet a binding delivery period for reasons beyond its control (e.g., due to force majeure), the Seller will inform the Customer immediately, specifying the new delivery period. If the new delivery period is unacceptable to the Customer, they are entitled to withdraw from the contract concerning the relevant goods; any consideration already provided will be refunded by the Seller to the Customer without delay. The statutory rights of the contracting parties remain unaffected.

The Customer's right of withdrawal and statutory warranty rights remain unaffected by the above provisions.

4. PRICES AND SHIPPING COSTS

- 4.1** All prices stated in the Seller's Online Store include the applicable statutory VAT, but do not include any additional shipping costs that may apply.
- 4.2** The Seller will inform the Customer of any applicable shipping costs and any additional costs, e.g., for gift wrapping, during the order process and again in the shopping cart immediately before placing the order. The Customer bears the shipping costs and any additional costs communicated to them.

5. PAYMENT

- 5.1 The Seller only accepts the payment methods displayed to the Customer during the order process.
- 5.2 When using the "PayPal" or any other payment method, the account of the selected payment method will be charged after the Customer's order. To execute the payment, the Customer switches to the payment method provider's website before ordering and authorizes the transaction in case of order completion. From there, the Customer returns to the Seller's Online Store, where the Customer can complete the order.
- 5.3 The Seller reserves the right to exclude certain payment methods, especially purchase on account for reasonable grounds.
- 5.4 The Customer agrees to receive invoices electronically. Electronic invoices will be sent to the Customer in a PDF file attached to an email.

6. RETENTION OF TITLE

The delivered goods remain the property of the Seller until full payment of the purchase price has been made.

7. RIGHT OF WITHDRAWAL

- 7.1 Consumers generally have a statutory right of withdrawal when concluding a distance selling transaction, from which deviations are only permissible in favor of the consumer. The Seller informs about this according to the statutory provisions as follows:

RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period begins on the day you or a third party designated by you, who is not the carrier, have taken possession of the last goods.

You must inform us (see below for contact details) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You can use the attached model withdrawal form under Section 7.2, but it is not mandatory.

To meet the withdrawal deadline, it is sufficient that you send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Contact details for withdrawal:

In the case of a written withdrawal declaration by post:

Customer Care
HUGO BOSS AG
Holy-Allee 3
72555 Metzingen

In the case of withdrawal by email: service-at@hugoboss.com

In the case of withdrawal by phone: +49 (0) 7 2038 0027

Return of goods to:

HUGO BOSS Online Store
- Retouren -
DC Wendlingen
Ulmer Straße 171
73240 Wendlingen, Germany

Consequences of withdrawal

If you withdraw from this contract, we will reimburse all payments we have received from you, including delivery costs (except for the additional costs arising from your choice of a type of delivery other than the least expensive standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we receive the communication of your withdrawal from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged fees for this reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earlier.

You must send back the goods to us (see above) without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this

contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

We will bear the costs of returning the goods, except for hazardous goods in limited quantities (Eau de Parfum, Eau de Toilette, Deo Stick, Deo Spray, After-Shave, Smartwatches) for you, if you use the return label included with the delivery.

Otherwise, and for hazardous goods in limited quantities, you will bear the direct costs of returning the goods yourself.

You are only liable for any diminished value of the goods if this diminished value is due to handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

Exclusion of the right of withdrawal

The right of withdrawal does not exist for contracts for the delivery of goods that are not prefabricated and for the production of which an individual choice or decision by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

- 7.2 We inform about the model withdrawal form according to the statutory regulation as follows. However, it does not have to be used.

Model withdrawal form

(If you want to withdraw from the contract, please fill out this form and send it back to us.)

- To
Customer Care
HUGO BOSS AG
Holy-Allee 3
72555 Metzingen, Germany
- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/ the provision of the following service(*)
- Ordered on (*)/received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

(*) Delete as appropriate

8. CONTRACTUAL RETURN RIGHT AND IN-STORE RETURNS

- 8.1 In addition to the statutory right of withdrawal, the Seller offers the Customer a contractual return right for online orders under the following conditions. This return right allows the Customer to return goods within 30 days. The period begins on the day after receipt of the goods. If the order is delivered in multiple packages, the period begins on the day the Customer receives the last package.
- 8.2 The Customer has the option to return the goods, along with the return slip included with the delivery, to the Seller within 30 days. The return must be sent to the address specified in the return documents included with the delivery. Timely dispatch is sufficient to meet the deadline.

- 8.3** Additionally, the Customer has the option to return the goods, along with the return slip included with the delivery, to the HUGO BOSS Store where the goods were ordered or to another participating HUGO BOSS Store in Austria; a separate declaration is not required.
- 8.4** The return policy applies only if the goods are returned in perfect condition. We reserve the right to refuse the return if the goods are not returned with all components, such as product packaging, if the goods are not in their original condition, such as when labels have been removed, or if the goods show signs of deterioration. Should we accept the goods nonetheless, we are entitled to demand reasonable compensation for the loss in value and offset this against any purchase price payment already made.
- 8.5** The return policy is excluded for items that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery, such as underwear or swimwear. Returns are also excluded for tailored clothing or items made to Customer specifications. Additionally, items that have been personalized specifically for the Customer cannot be returned. Furthermore, the return policy is excluded if the goods show signs of use beyond what is usual for trying on, or if labels and original packaging are missing or damaged.
- 8.6** When returning the entire order, whether in a HUGO BOSS Store or by return shipment, the full value of the goods will be refunded to the Customer, whereas for partial returns, i.e., the return or return shipment of individual items, only the value of the returned goods will be refunded; in both cases, the incurred shipping costs and any additional costs for special packaging services will not be refunded.
- 8.7** The refund will be made using the original payment method, unless expressly agreed otherwise. In no case will fees be charged to the Customer for the refund. HUGO BOSS reserves the right to refuse the refund until the goods have been received back or the Customer has provided proof of return, whichever occurs first. For in-store returns, the specific refund conditions of the respective participating HUGO BOSS Store apply.

9. WARRANTY

The warranty for defects in purchased goods is governed by statutory provisions. This applies independently of the Customer's right of withdrawal according to Section 7, as well as the option to return items under the contractual return policy according to Section 8. The Seller's liability for damages is exclusively in accordance with Section 10.

10. LIABILITY

- 10.1** The Seller is liable without limitation for intent and gross negligence. For simple negligence, the Seller is only liable for damages resulting from injury to life, body, health, or a material contractual obligation (obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely).
- 10.2** In the event of a simply negligent breach of material contractual obligations, the Seller's liability is limited to the foreseeable, typically occurring damage. Otherwise, the Seller's liability is excluded.
- 10.3** The above limitations of liability also apply in favor of the Seller's legal representatives and vicarious agents.
- 10.4** The above limitations of liability do not apply insofar as the Seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same applies to claims of the buyer under the Product Liability Act (Produkthaftungsgesetz).

11. CHOICE OF LAW AND JURISDICTION

- 11.1** Contracts between the Seller and the Customer, as well as these T&Cs, are governed by the law of the Republic of Austria, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2** The statutory provisions apply to the place of jurisdiction.

12. NOTICE ON ADR REGULATION

The European Commission provides a platform for online dispute resolution (ODR), which you can find here: <http://ec.europa.eu/consumers/odr/>. The Seller does not participate in dispute resolution proceedings before a consumer arbitration board.