

## GENERAL TERMS AND CONDITIONS

### ONLINE STORE AUSTRALIA

(Effective: July 29,2025)

#### 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 Australia Pty Ltd (ABN 64 007 085 538) Level 5, 3 Newton Street , VIC 3121 Cremorne, Australia (hereinafter referred to as "**Seller**") and the customer (hereinafter referred to as "**Customer**") for transactions in the Online Store Australia, at [www.hugoboss.com/au](http://www.hugoboss.com/au) and 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 invoice e-mail upon delivery of the goods on a durable medium (by email in a PDF attachment).
- 1.3 The Seller provides customer care for the Online Store ("**Customer Care**"). The Customer can contact Customer Care for the Online Store at any time with questions, requests, or complaints as follows:

HUGO BOSS Australia Pty. Ltd.  
Level 5 3 Newton Street, VIC 3121 Cremorne, Australia  
Phone: +61 (0)2 9338 2292  
E-Mail: [service-au@hugoboss.com](mailto:service-au@hugoboss.com)

- 1.4 The range of goods in the Online Store is exclusively aimed at adult consumers who have their habitual residence in Australia and can provide an Australian delivery address. Certain product categories, such as perfumes and watches, cannot be shipped to specific regions (e.g., Tasmania) due to delivery restrictions. These restrictions may be related to regulatory, logistical, or carrier limitations. If an item in your order cannot be delivered to your selected

shipping address, this will be indicated during the checkout process, and the order cannot be completed for the restricted item(s). A consumer within the meaning of the legal definition is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

## **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 GST without shipping costs or other costs; hereinafter "Order Value") may not exceed AUD \$7,000. A maximum of 3 pieces of the same product with the same style (same colour 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 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 warranty rights remain unaffected by the above provisions.
- 2.8** The contract is concluded in English. 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.

### **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 Australia except for the areas mentioned in Section 1.4.
- 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 Australia 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 3 to 5 working days for standard shipping and approximately 2 to 3 working days for express shipping from the order date. More detailed information on shipping options and the shipping companies used can be found on the Online Store's information pages. The delivery timeframes are estimates only and represent the approximate delivery period to a customer located in metropolitan areas.
- 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 cancelled 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.

- 3.7** If the Seller cannot meet an announced delivery period due to circumstances beyond its control (e.g., force majeure, strikes, or other unforeseen events), the Customer may cancel the contract if the delay is unacceptable. Payments already made will be refunded. Once the order has been placed and dispatched, it is technically not possible to cancel it. However, the goods can be returned free of charge by following the steps outlined in Section 7. Statutory rights under Australian Consumer Law remain unaffected.

## **4. PRICES AND SHIPPING COSTS**

- 4.1** All prices stated in the Seller's Online Store include the applicable statutory GST, 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.

- 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. CONTRACTUAL RETURN RIGHT**

- 7.1** Without limiting any rights under applicable law, including the Australian Consumer Law, the Seller offers the Customer a contractual return right for online orders under the following conditions and subject to the exceptions outlined below. This return right allows the Customer to return most 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.
- 7.2** The Customer has the option to return most goods with the return flyer included in the delivery to the Seller within 30 days by completing the return label online at <http://www.hugoboss.com/au/return-label>. For orders placed before July 29, 2025, the return label must be requested via the Global-e Return Portal (<http://web.global-e.com/returns/portal/mZDg>). The Customer must enter the required details, such as the order number, to generate the return label. The return must be sent to the address specified in the return label. Timely dispatch is sufficient to meet the deadline.
- 7.3** Additionally, the Customer has the option to return the goods, along with the return slip included with the delivery to a participating HUGO BOSS Store in Australia; a separate declaration is not required.
- 7.4** This contractual 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 (e.g. distinct scent marks or creases in the fabric). 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.
- 7.5** Subject to the Customer's rights under applicable law, the customer may not return items under this contractual return policy if they: (i) 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; (ii) the item is tailored clothing or items made to Customer specifications; (iii) the item has been personalized specifically for the Customer; or (iv) if the item shows signs of use beyond what is usual for trying on, or if labels and original packaging are missing or damaged.

- 7.6** When returning the entire order under the contractual returns policy, whether in a participating 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.
- 7.7** 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. The Seller 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.

## **8. FAULTY PRODUCTS**

- 8.1** The warranty for defects in purchased goods is governed by statutory provisions, including under the Australian Consumer Law. This applies independently the option to return items under the contractual return policy according to Section 7. Nothing in these T&Cs exclude, restrict or modify any guarantees or rights that a Customer may have under the Australian Consumer Law.
- 8.2** If the Customer receives an item that is faulty or has a defect, please contact the Seller's Customer Care team at [service-au@hugoboss.com](mailto:service-au@hugoboss.com) as soon as possible. The Seller may request information to enable it to evaluate whether, in its reasonable opinion, the item has a fault or defect.
- 8.3** In the event that the Seller confirms that an item is faulty or has a defect, the Seller will offer a refund for the product in accordance with the Customer's rights under Schedule 2 of the *Competition and Consumer Act 2010* (the "**Australian Consumer Law**").

## **9. LIABILITY**

- 9.1** To the maximum extent permitted by applicable law (including under the Australian Consumer Law) and subject to a Customer's rights under Section 8, the Seller, its related bodies corporate and their respective legal representatives, employees, officers, directors and agents, exclude all liability for any direct, indirect, special, consequential or other loss arising out of or in connection with the Customer's use of the Online Store.
- 9.2** Nothing in these T&Cs excludes or limits the Seller's liability for:
- (a) fraud;
  - (b) wilful misconduct;

- (c) gross negligence;
- (d) death or personal injury; and
- (e) any liability which cannot be excluded or limited by applicable law (including the Australian Consumer Law).

## **10. CHOICE OF LAW AND JURISDICTION**

- 10.1** Contracts between the Seller and the Customer, as well as these T&Cs, are governed by the laws of Victoria, Australia. The parties hereby submit to the exclusive jurisdiction of the courts of Victoria, Australia.