

## GENERAL TERMS AND CONDITIONS OF SALE

### ONLINE STORE BELGIUM

(Effective: 16.05.2025)

#### 1. SCOPE AND PARTIES

- 1.1 These General Terms and Conditions (hereinafter referred to as "**T&Cs**"), in the version applicable at the time an order is placed, govern the contractual relationship between HUGO BOSS Belgium Retail B.V., Jodenstraat 2, 2000 Antwerp, Belgium, VAT BE0878411709, (hereinafter referred to as the "**Seller**") and the customer (hereinafter referred to as the "**Customer**") for transactions carried out on the Online Store Belgium (<http://www.hugoboss.com/be/en/home>) (hereinafter referred the "**Online Store**"), for personal orders in a HUGO BOSS Store ("**Order from Store Service**"), and in the HUGO BOSS Mobile Application (hereinafter referred to as "**Mobile App**").
- 1.2 When placing an order the Customer may access the T&Cs via the links available on the Online Store, save them on their computer and/or print them out. The T&Cs applicable to the Customer's order will be sent to the Customer separately, with confirmation of the contract, when the items are delivered, on a durable medium (by e-mail with 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:

**Customer service :**

HUGO BOSS AG  
Customer Service  
Holy-Allee 3  
72555 Metzingen  
Germany  
Tel: +32 (0) 2 6200 684  
E-mail: [service-be@hugoboss.com](mailto:service-be@hugoboss.com)

- 1.4** The range of goods available on the Online Store is aimed solely at consumers who have reached the age of majority, whose usual place of residence is on Belgian territory and who can provide a delivery address on this territory. Persons falling within this legal definition are natural persons who can legally enter into transactions as independent contractors and for purposes that are predominantly outside their professional activity.

## **2. THE ORDERING PROCESS**

- 2.1** The Online Store simply represents an invitation to the Customer to make an offer in order to conclude a purchase contract relating to the goods presented therein.
- 2.2** The Customer may select items from the Seller's range and put them together in a "Basket" by clicking on the "Add to Cart" button. By clicking on the "Place Order and pay" button, the Customer makes a binding offer to purchase the goods in their Shopping Basket ("the Order").
- 2.3** The value of any Order (gross value, including value added tax, but excluding any delivery or other charges; the "Order Value") shall not exceed a maximum value of 4.000 € and shall not be less than a value of 25,00 €. A maximum quantity of 3 items per style (same colour and size) applies to each Order whatsoever. In addition, goods will only be delivered in the usual quantities for private households.
- 2.4** Before placing an order, the Customer can view and modify the details 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** Once an order has been submitted, the Customer will immediately receive an automatic order confirmation acknowledgement of receipt by email, containing a summary of the details of the Order. This automatic acknowledgement does not constitute acceptance of the Customer's offer by the Seller; it merely acknowledges that the Seller has received the Customer's Order. A binding sales contract is only concluded when the Seller accepts the Customer's Order. The Seller has the power, but not the obligation, to accept the Customer's Order within 7 days of receiving it. The Seller declares acceptance to the conclusion of the contract by sending the dispatch confirmation e-mail.
- 2.6** If several items are included in the Order, the Contract shall only be concluded with regard to the items mentioned in the dispatch confirmation e-mail.
- 2.7** The aforementioned rules also apply when the Customer, in accordance with the payment method selected, has already paid the purchase price or given payment instructions to this effect prior to the conclusion of the contract. If, for any reason, no contract is concluded, the Seller will notify the Customer by email (if any part of the order has been accepted, the Seller

will also notify the Customer of this in the order and dispatch confirmation e-mail) and will reimburse the Customer for the prepayment without delay.

**2.8** 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), including where the quantity of goods is higher than the usual quantities for private households; or
- 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.

**2.9** The Customer's right of withdrawal (see Section 7) is not affected by the above provision.

**2.10** The contract shall be concluded in Dutch, English or French. The Seller shall keep a copy of the terms of the contract (consisting of the Order, the General Terms and Conditions of Sale, the dispatch confirmation and the contract confirmation), and shall forward it to the Customer by e-mail, in accordance with the requirements relating to the protection of personal data. Registered Customers can track the status of their orders and their progress from their My HUGO BOSS Account.

**2.11** The Customer agrees to receive an electronic invoice. Electronic invoices are sent to the Customer by email in the form of an attached PDF file.

### **3. DELIVERY, DELIVERY TIMES, CLICK & COLLECT SERVICE**

**3.1** Unless otherwise agreed, the goods will be delivered to the Customer at the delivery address given when the order was placed. Delivery is only possible in Belgium. The Seller shall notify the Customer of the delivery time, in an appropriate manner, during the order process and in the dispatch confirmation. Unless otherwise indicated, delivery times for standard deliveries are 2 to 4 working days, and 1 to 3 days for express deliveries from the time of dispatch confirmation. If the order includes one or more personalised items, the delivery time is 3 to 5 working days. Further information on the delivery methods offered and the carriers is available on the information pages of the Online Store. The Customer will receive confirmation of dispatch of his/her order by e-mail.

- 3.2** Once the goods have been handed over to the carrier, the Customer will receive an email containing a dispatch confirmation from the Seller and, where applicable, a link to the transport company's tracking service.
- 3.3** If the Seller is unable, for reasons beyond its control, to comply with a delivery deadline (unavailability of the goods, for example due to a failure on the part of the Seller's supplier, or force majeure), the Seller will inform the Customer without delay and, where appropriate, will inform the Customer of a new delivery deadline. If the new delivery period is unacceptable to the Customer or if the goods are not available within the new delivery period, or not available at all, either party will have the option of terminating the contract in respect of the goods concerned; in this case, the Seller will reimburse the Customer for any payments already made. The other rights of the parties remain unaffected.
- 3.4** If the HUGO BOSS Store search is offered at the input field for the delivery address during the order process ("Click & Collect Service"), the Customer has the option to select a HUGO BOSS Store within Belgium 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.
- 3.5** 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; 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.
- 3.8** The Customer's statutory right of withdrawal (see section 7) and the customer's warranty rights shall remain unaffected by the above provisions

#### **4. PRICES AND DELIVERY CHARGES**

- 4.1** All prices indicated on the Seller's website include the current value added tax.
- 4.2** The Seller shall notify the Customer, on the order form just before the order is placed, of the delivery costs as well as any additional costs, for example for gift packages, insofar as they apply. The Customer shall bear the delivery costs notified and any additional costs.

#### **5. PAYMENT**

- 5.1** The Seller only accepts the methods of payment presented 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 Customer agrees to receive invoices electronically. Electronic invoices will be sent to the Customer in a PDF file attached to an email.
- 5.4** In order to protect itself against the risk of the Customer defaulting on payment, the Seller reserves the right to exclude certain methods of payment in particular cases.

#### **6. RETENTION OF TITLE**

The goods remain the property of the Seller until the Customer has paid for the Order in full.

## **7. RIGHT OF WITHDRAWAL**

- 7.1** Customers have a fundamental legal right of withdrawal in the case of distance selling. In accordance with the legal provisions, we inform you of these rights as follows:

### **WITHDRAWAL INSTRUCTIONS**

#### **Right of withdrawal**

You have the right to withdraw from this contract without giving any reason within 14 days.

The withdrawal period expires fourteen days after the day on which you, or a third party other than the carrier and designated by you, takes physical possession of the goods.

To exercise the right of withdrawal, you must notify us (see contact details below) of your decision to withdraw from this contract by means of an unequivocal statement (e.g. letter sent by post or e-mail). You may use the model withdrawal form under section 7.2, but this is not obligatory.

In order for the withdrawal period to be respected, all you need to do is send your communication concerning the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Contact details for exercising the right of withdrawal:**

To exercise your right of withdrawal by post, please send your letter to :

Customer Service  
HUGO BOSS AG  
Holy-Allee 3  
72555 Metzingen  
Germany

To exercise your right of withdrawal by email, please write to us at the following address:  
[service-be@hugoboss.com](mailto:service-be@hugoboss.com)

To exercise your right of withdrawal by telephone, please contact :  
+32 (0) 2 6200 684

Return of goods to:

HUGO BOSS Online Store

- Returns -

DC Wendlingen

Ulmer Straße 171

73240 Wendlingen

Germany

## **Effects of withdrawal**

If you withdraw from this contract, we will refund all payments received from you, including the cost of delivery (with the exception of any additional costs arising from the fact that you may have chosen a delivery method other than the cheaper standard delivery method offered by us) without undue delay and, in any event, no later than fourteen days from the day on which we are informed of your decision to withdraw from this contract. We will make the refund using the same method of payment that you used for the original transaction, unless you expressly agree to a different method; in any event, this refund will not incur any costs for you.

We may defer reimbursement until we have received the goods or until you have provided proof of dispatch of the goods, whichever is the earlier.

You must return the goods without undue delay and, in any event, no later than fourteen days after you have informed us of your decision to withdraw from this contract. This period is deemed to have been respected if you return the goods before the fourteen-day period has expired.

You shall only be liable for any depreciation in the value of the goods resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the goods.

## **Exception to the right of withdrawal**

Among other things, there is no right of withdrawal in the case of contracts for the supply of

- goods made to the consumer's specifications or clearly personalised,
- sealed goods that cannot be returned for health or hygiene reasons and which have been unsealed by the consumer after delivery.

**7.2** In accordance with the legal provisions, we have provided you with a model withdrawal form. However, it is not obligatory to use this form.

**Model withdrawal form**

(Please complete and return this form only if you wish to withdraw from the contract)

- For the attention of [insert name, geographical address and, where available, fax number and e-mail address]:
- I/We (\*) hereby notify you (\*) of my/our (\*) withdrawal from the contract for the sale of the following goods (\*)/services (\*)
- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of the consumer(s) (only in the case of notification of this form on paper)
- Date

(\*) delete as appropriate

**7.3** In addition to the legal provisions

- If the Customer exercises his/her right of withdrawal, the return of the goods will be free of charge for the Customer if he/she uses the pre-printed label included in the delivery package. This does not apply to dangerous goods in limited quantities: Eau de Parfum, Eau de Toilette, Eau de Cologne, aftershave, aftershave balm, deodorant spray and smartwatch. If the pre-printed label is not used, the Customer will be responsible for the cost of returning the goods.

**8. CONTRACTUAL RETURN RIGHT**

**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** 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.



- 8.4** 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.
- 8.5** When returning the entire order 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.
- 8.6** 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.

## **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's liability is not limited in the event of fraud or gross negligence. In the case of slight negligence, the Seller's liability is limited to loss or damage resulting from death, personal injury or illness, or arising from a breach of a substantial contractual obligation (a contractual obligation compliance with which is essential to the performance of the contract and on whose observance the other party relies or may reasonably rely).
- 10.2** In the event of a breach of a material contractual obligation resulting from slight negligence on the part of the Seller, the Seller's liability shall be limited to the foreseeable damage in the particular case. Any other liability on the part of the Seller for loss or damage is excluded.
- 10.3** The aforementioned limitation of liability also applies to the Seller's legal representative and agents.

- 10.4** The above limitations of liability do not apply where the Seller has fraudulently concealed a defect or has warranted that the goods are safe. The same rule applies to all customer claims made on the basis of the Law of 25 February 1991 relating to liability for defective products.

## **11. APPLICABLE LAW, COMPETENT COURTS AND OUT-OF-COURT SETTLEMENTS**

The contracts between the Seller and the Customer as well as the General Terms and Conditions of Sale are governed by Belgian law to the exclusion of the United Nations Convention on the International Sale of Goods. The legal provisions determine the competent jurisdictions.