

GENERAL TERMS AND CONDITIONS

ONLINE STORE SWITZERLAND

(as of 5th of September 2025)

1. SCOPE OF APPLICATION AND CONTRACTUAL PARTNERS

- 1.1** For the business relationship between Hugo Boss (Schweiz) AG, Baarerstrasse 135, 6300 Zug, Switzerland, (hereinafter "**Seller**") and the customer (hereinafter "**Customer**") for transactions in the Online Store Switzerland available at <https://www.hugoboss.com/ch/home> (the "**Website**"), via the HUGO BOSS Mobile App (the "**Mobile App**"), hereafter jointly "**Online Store**" and for personal orders in a participating HUGO BOSS Store ("**Order from Store Service**") the following General Terms and Conditions apply in the version valid at the time of the respective order (hereinafter "**T&Cs**"). The Customer can call up, save on the computer and/or print out the T&Cs via links in the Online Store when placing an order. However, the T&Cs applicable to the order will be sent to the customer again separately together with the invoice upon delivery of the goods (e-mail as a PDF attachment).
- 1.2** Customer service for the Online Store is provided by the Seller, who the Customer can contact questions, requests or complaints as follows:

HUGO BOSS AG
Customer Care
Holy-Allee 3
72555 Metzingen
Germany
Phone: +41 (0) 43 5478 744
e-mail: service-ch@hugoboss.com

- 1.3** The range of goods offered in the Online Store is aimed exclusively at consumers of legal age who have their habitual residence in Switzerland or Liechtenstein and can provide a delivery address in Switzerland or Liechtenstein, with the exception of the municipality of Bünsingen am Hochrhein. For the purposes of this provision, a consumer is any natural person who concludes a contract for a purpose that is intended for their personal and/or family needs.

ORDER PROCESS

- 1.4 The Online Store is merely an invitation to the Customer to submit offers to conclude a purchase contract for the goods presented.
- 1.5 The Customer can select products from the seller's range and collect them in a so-called shopping basket using the "Add to Cart" or "Add to bag" button. If the Customer clicks on the "Place order and pay" button, the customer makes a binding declaration that they wish to purchase the goods in the shopping basket (hereinafter "**Order**").
- 1.6 The value per order of any kind (gross value of goods including VAT without any other costs; hereinafter "**order value**") must be at least CHF 30 and may not exceed CHF 4000. A maximum of 3 pieces of the same product with the same style (same colour and size) can be ordered per order of any type. In addition, goods are only sold in normal household quantities.
- 1.7 The essential characteristics of the products, including their price, are available, before placing the order, on the page dedicated to each product on the Online Store. The Customer can view and amend the details of the Customer's order at any time, by clicking on the "Change order" button, using the "Back" function, or editing the individual entry fields.
- 1.8 After placing the order, the customer receives an automatic order confirmation by e-mail, which once again reproduces the content of the Customer's Order. This automatic confirmation of receipt does not constitute acceptance of the offer but merely documents that the Order has been received by the Seller. The contract is only concluded when the Seller issues a declaration of acceptance. The Seller is entitled, but not obliged, to accept the Customer's order within 7 days of receipt by the Seller. The Seller declares acceptance by sending a dispatch confirmation by e-mail.
- 1.9 The Seller is entitled to cancel a Customer's order in the following circumstances: the Seller recognizes an obvious and unambiguous error in the price or description of the product; the Seller suspects illegal or fraudulent activity (see the relevant provisions in the Privacy Policy), even if the quantity of goods is higher than the usual quantities ordered; the product is not in stock. In this case, the Seller will inform the Customer immediately by e-mail. In this case, the Seller undertakes to reimburse all payments already received from the Customer for the undelivered goods (including any payments made for a specific shipping option) immediately (no later than 7 days) from the date of cancellation. For this refund, the Seller shall use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; in no case shall the Customer be charged any fees for this refund.

- 1.10** If the order includes several items, the contract is only concluded for those items that are expressly listed in the dispatch confirmation.
- 1.11** The above also applies if the Customer has already paid or instructed payment of the purchase price prior to conclusion of the contract due to the selected payment method. Should the contract not be concluded in this case for any reason, the Seller will inform the customer of this (in the case of partial acceptance of the contract together with the dispatch confirmation for the deliverable items) and refund the advance payment immediately (in the case of partial acceptance of the contract only with regard to the non-deliverable items).
- 1.12** The Customer's contractual right of return (see section 7) remains unaffected by the above provisions.
- 1.13** The contract text (consisting of the order, general terms and conditions and shipping documents as well as the contract documents attached to the invoice e-mail) is stored by the Seller in compliance with data protection regulations and sent to the Customer by e-mail. Registered customers can also view the status of their orders in their personal My HUGO BOSS customer account via the Website.

2. DELIVERY, DELIVERY TIMES, AVAILABILITY OF GOODS

- 2.1** Unless otherwise agreed, delivery shall be made to the delivery address specified by the Customer. Delivery is only made within Switzerland and Liechtenstein with the exception of the municipality of Bünsingen am Hochrhein. The Seller shall inform the Customer of the delivery period during the ordering process and in the dispatch notification, if applicable. Unless otherwise stated, the delivery period for standard shipping is approx. 3 to 4 working days from the dispatch notification. More detailed information on the shipping options, the shipping companies used, and the delivery process can be found on the information pages or during the checkout process on the Online Store.
- 2.2** After handing over the goods to the shipping company, the Customer receives a shipping notification from the Seller by e-mail, as well as all necessary information on the shipping status and, where available, a link to the shipment tracking of the transport service provider.
- 2.3** 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 Switzerland 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.
- 2.4** When using the Click & Collect Service, the Customer has the option to personally pick up the goods 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/pick-up notification (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 notification.

- 2.5** 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 cancels 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 cancellation 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.
- 2.6** If the Seller is unable to meet a binding delivery deadline for reasons for which it is not responsible (non-availability of the goods, e.g. due to force majeure), the Seller shall inform the Customer of this immediately, stating the new expected delivery deadline if applicable. If the new delivery period is not acceptable to the Customer or if the goods are no longer available in part or at all within the new delivery period, both contracting parties shall be entitled to cancel the contract with regard to the goods concerned; in this case, the Seller shall immediately reimburse the customer for any consideration already provided by the Customer with regard to the unavailable goods. The statutory rights of the contracting parties shall remain unaffected by this.

3. PRICES AND SHIPPING COSTS

- 3.1** All prices quoted in the Online Store include the applicable statutory value added tax (VAT).
- 3.2** The Seller shall inform the Customer of any shipping costs incurred as well as any additional costs, e.g. for gift wrapping, during the order process and again in the shopping cart immediately before the order is placed. The Customer bears the shipping costs and any additional costs communicated to them.

4. PAYMENT

- 4.1** The Seller only accepts the payment methods displayed to the Customer during the order process.
- 4.2** 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.
- 4.3** The Seller reserves the right to exclude certain payment methods, especially purchase on account for reasonable grounds.
- 4.4** The Customer agrees to receive invoices electronically. Electronic invoices will be sent to the Customer in a PDF file attached to an email.

5. RESERVATION OF TITLE

- 5.1** The delivered goods remain the property of the Seller until full payment of the purchase price has been made.
- 5.2** The Customer is obliged to inform the Seller immediately in writing if the goods are seized or otherwise interfered with by a third party and to inform the third party of the Seller's retention of title.
- 5.3** The Seller is entitled to cancel the contract in the event of default of payment by the Customer and to reclaim any goods already delivered.

6. CONTRACTUAL RIGHT OF RETURN AND IN-STORE RETURNS

- 6.1** Without limiting any rights under applicable 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 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.
- 6.2** 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 (HUGO BOSS Online Store, c/o MS Direct AG, Oberstrasse 194, 9000 St. Gallen, Switzerland). Timely dispatch is sufficient to meet the deadline.

- 6.3** 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 Switzerland; a separate declaration is not required.
- 6.4** 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.
- 6.5** 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.
- 6.6** 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.
- 6.7** 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. For in-store returns, the specific refund conditions of the respective participating HUGO BOSS Store apply.
- 6.8** The Seller reserves the right to regularly review the Customer's purchasing behaviour. If the Customer repeatedly engages in disproportionate or abusive return practices that deviate significantly from typical consumer behaviour (e.g. with noticeably high and unusual return behaviour), the Seller may take appropriate measures to ensure a fair and sustainable balance between purchases and returns. Such measures may include restricting the selection of payment methods or temporarily disabling the ability to place online orders. The Customer's statutory right of return remains unaffected by these measures.

7. WARRANTY

- 7.1** If there is a case of warranty due to defects in the goods sold, the Seller shall, at his discretion, either rectify the defects free of charge or make a new delivery free of charge. A right to cancellation or reduction only exists if the Seller unjustifiably refuses to repair or replace the goods or fails to do so within a reasonable period of time.
- 7.2** Deviations in quality, colour, size, equipment or design of the goods that are customary in the trade or technically unavoidable and caused by the material do not constitute defects.
- 7.3** The Customer shall have no warranty rights if he has modified the goods and the defect was caused by this. The Customer shall only be entitled to claim damages or compensation for wasted expenditure in accordance with § 9.

8. LIABILITY

- 8.1** The Seller shall be liable without limitation for intent and gross negligence as well as for bodily injury. Otherwise, the Seller's liability is excluded.
- 8.2** The above limitation of liability also applies in favour of the legal representatives, organs and auxiliary persons of the Seller.
- 8.3** The above limitation of liability does not apply to claims by the customer under the Product Liability Act or arising from bodily injury.

9. RIGHT CHOICE

The law of Switzerland shall apply to contracts between the seller and the customer and to these T&Cs, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.