

GENERAL TERMS AND CONDITIONS

ONLINE STORE DENMARK

(Issued: 16.05.2025)

1. SCOPE AND PARTIES

- 1.1 These General Terms and Conditions govern the relationship between HUGO BOSS NORDIC ApS (the “**Seller**”) and the customer (the “**Customer**”).
- 1.2 These General Terms and Conditions apply to orders placed via the Online Store Denmark available at <https://www.hugoboss.com/dk/home> (the “**Website**”) and via the HUGO BOSS Mobile App (the “**Mobile App**”), hereafter jointly “**Online Store**”.
- 1.3 When placing an order via the Website and/or the Mobile App, the Customer can access the General Terms and Conditions via the links provided in the Online Store and save them on their device and/or print them out. These General Terms and Conditions will be sent to each Customer on a durable medium once they have made a purchase (e.g. as an e-mail with a pdf attachment).
- 1.4 HUGO BOSS AG provides customer care for the Online Store on the Seller's behalf (“**Customer Care**”). If the Customer has any questions, requests or complaints in relation to the Online Store, the Customer may contact Customer Care via letter, phone or e-mail using the contact details below:

Customer Care contact details

HUGO BOSS AG

Customer Care

Holy-Allee 3

72555 Metzingen

Germany

Phone: +45 (0) 35 15 87 30

E-Mail: service-dk@hugoboss.com

- 1.5 The range of goods in the Online Store is aimed only at Customers of legal age whose habitual place of residence is in Denmark, and who can provide a delivery address there; however we

do not deliver to Faroer Island and Greenland. "Customer" is defined by law as any natural person acting for purposes which are wholly or mainly outside his trade, craft or business.

2. THE ORDER PROCESS

- 2.1** The Online Store merely constitutes an invitation to the Customer to make an offer to enter into a purchase contract for the goods presented in the Online Store. The Customer may select items from the Seller's range of products and add them to a shopping bag by clicking on the "Add to Cart" or "Add to Bag" button.
- 2.2** Before placing an order, the Customer can view and amend the details of the Customer's order at any time. This can be done by clicking on the "Change order" button, using the "Back" function, or editing the individual entry fields.
- 2.3** By clicking on the "Order with the obligation to Pay" button, the Customer confirms bindingly the wish to purchase the products contained in the shopping bag ("Order"),
- 2.4** 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.
- 2.5** The Seller's acceptance of the Customer's order will take place when the Seller emails the Customer to confirm that the order has been accepted and dispatched ("order and dispatch confirmation email"), at which point a contract will come into existence between the Customer and the Seller.
- 2.6** The gross value of an order via the Online Store of any kind whatsoever (including value-added tax, but excluding any delivery or other charges) (the "**order value**") may not exceed 30.000 DKK and may not be less than 190 DKK. Please note that these figures may change from time to time. A maximum order quantity of 3 articles per style (meaning of the same colour and size) applies to each order.
- 2.7** The Seller is entitled to cancel a Customer's order in the following circumstances:
 - (i) the Seller identifies an obvious and obvious error in the price or description of the product;
 - (ii) the Seller suspects illegal or fraudulent activity (see the Privacy Statement) including where the quantity of goods is higher than the usual quantities for private households; or
 - (iii) the product is out of stock

- 2.8** 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 cancellation. 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. The Customer's statutory right of withdrawal (see section 7) and the customer's warranty rights shall remain unaffected by the above provisions.
- 2.9** The contract is concluded in English. In compliance with data protection law, the Seller will store a copy of the contract (consisting of the order and the General Terms and Conditions) and will forward the same to the Customer with the order confirmation email. In addition, registered customers can view orders in their personal My HUGO BOSS customer account.

3. DELIVERY, DELIVERY TIMES, CLICK & COLLECT SERVICE

- 3.1** Unless agreed otherwise, the goods will be delivered to the Customer at the delivery address provided. Delivery is only available within Denmark (excluding the territories mentioned in section 1.5).
- 3.2** The Seller will notify the Customer of the expected delivery time during the order process. Unless otherwise stated, delivery time is generally 3 to 4 business days for standard delivery and generally 1 to 3 business days for express delivery. If the order includes one or more personalized items, the delivery time is 4 to 5 days. Further information about types of delivery and the carriers used can be found on the Online Store's information pages.
- 3.3** Once the goods have been handed to the carrier, the Seller will send the Customer an e-mail with a notification of dispatch and all of the necessary information regarding shipping status and the estimated time of day when the goods will be delivered.
- 3.4** 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 Denmark 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 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 for reasons beyond its control the Seller is unable to meet a fixed delivery date, it will inform the Customer without delay and specify a new delivery date. If the new delivery date is unacceptable to the Customer, he/she will be entitled to cancel the order in respect of the goods concerned; in this case, the Seller will reimburse the Customer in accordance with section 7 of these General Terms and Conditions.
- 3.8** The Customer's statutory right of withdrawal and the customer's warranty rights shall remain unaffected by the above provisions.

4. PRICES AND DELIVERY CHARGES

- 4.1 All of the prices listed in the Seller's Online Store include the applicable statutory value-added tax.
- 4.2 The Seller will notify the Customer of any delivery and additional charges (e.g. for gift wrapping) during the order process before the Customer places his/her order. The Customer bears the shipping costs and any additional costs communicated to them.

5. PAYMENT

- 5.1 Payment must be made by the Customer using one of the methods of payment indicated during the order process.
- 5.2 To protect itself against the risk of payment default by the Customer, the Seller reserves the right to exclude certain methods of payment in an individual case. See the Privacy Statement for further details of the fraud checks the Seller may carry out.
- 5.3 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.
- 5.4 The Customer agrees to the receipt of electronic invoices in the form of a pdf file attached to an e-mail.

6. RETENTION OF TITLE

Goods delivered as part of an order remain the property of the Seller until they have been delivered to the Customer (or a person identified by the Customer to take delivery on their behalf).

7. CUSTOMER RIGHT OF WITHDRAWAL

- 7.1 For goods ordered via the Online Store or otherwise bought at a distance, Customers have a legal right of withdrawal from the order by following the instructions below:

Right of withdrawal

You have the right to withdraw from this contract without giving any reason but by simply informing us of your decision in accordance with the instructions below. The time limit for withdrawal is a period of 14 days from the day that you acquire, or a third party named by you who is not the carrier, acquires physical possession of the goods.

You must inform us (see below for contact details) of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post, or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To exercise your right of withdrawal within the 14 days period, it is sufficient for you to send a notice concerning your exercise of the right of withdrawal before that period has expired by one of the following methods:

Contact details for the exercise of the right of withdrawal:

by letter, please write to

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

by e-mail, please e-mail us at: service-dk@hugoboss.com

by telephone, please phone: +45 (0) 35 15 87 30

the returns address (the “**Returns Address**”):

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

Returns policy

The return of the goods will be free of charge if you use and follow the instructions contained on the return form and the pre-printed return label included with the delivery,

except in relation to items that contain hazardous materials or flammable liquids or gases, e.g. Eau de Parfum, Eau de Toilette, After Shave, Deo Stick, Deo Spray, and Smart-watches. In respect of such items you will bear the direct cost of returning the goods.

You shall send back the goods to the Returns Address without delay and in any event not later than 14 days from the day on which you communicate your cancellation of this contract to us (see above). You must send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods if the goods were handled in a manner other than that necessary to establish the nature, characteristics and functioning of the goods (for example, if you have worn a pair of shoes other than to try them on inside and the soles are scuffed). We may reduce your refund to cover the diminished value to the extent permitted by law.

Refunds Policy

If you cancel your order within the withdrawal period, we shall reimburse to you all payments made by you, including the costs of delivery up to the amount of the standard delivery charge. Any delivery charges exceeding this amount (e.g. express delivery charges) shall be borne by you). Reimbursement shall be in full (or in part if part of the order has been accepted) without undue delay and in any event not later than 14 days from the earlier of the day on which we receive the returned goods from you or evidence that you have sent them back.

If we cancel your order, we shall reimburse to you all payments made by you, including all delivery costs. Reimbursement shall be in full (or in part if part of the order has been accepted) and without undue delay.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless expressly agreed otherwise with you. Subject to the above terms, we will not impose any fee for such reimbursement.

Exclusion of the Right of withdrawal

No right of cancellation exists in the case of contracts for the supply of the following goods: non-prefabricated goods made on the basis of an individual choice of or decision by the consumer or which are clearly personalised.

- 7.2** The Customer can use the model withdrawal form as follows. However, it is not mandatory to use this form.

Cancellation form

To HUGO BOSS AG, Customer Care, Holy-Allee 3, 72555 Metzingen, Germany

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on:

Name of consumer:

Address of consumer:

Date:

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 HUGO BOSS 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. WARRANTIES

- 9.1** The Customer has certain legal rights, for example, that any products supplied by the Seller will be of satisfactory quality, fit for their intended purpose, and will conform to any description, sample or model provided on the Online Store. The Customer also has certain legal remedies if the Seller breaches any of these rights including where a product is defective. Nothing in these General Terms and Conditions is intended to affect these legal rights or other rights to which the Customer may also be entitled.
- 9.2** The Customer should contact Customer Care (see contact details at section 1.4) or follow the withdrawal process set out at section 7 if the Customer believes that a product supplied by the Seller does not conform with the contract between the Customer and the Seller.
- 9.3** The Seller will only be liable for loss or damage in accordance with the provisions of section 10.

10. LIABILITY

- 10.1** The Seller does not, in any circumstances, exclude its liability for fraud, death or personal injury caused by the Seller's negligence or that of its employees and agents or any other loss which is not permitted to be excluded by applicable law.
- 10.2** The Seller is not responsible for any loss or damage that the Customer might suffer which is:
- not caused by the Seller's breach of these General Terms and Conditions;
 - a side effect of the main loss or damage to the Customer and which is not reasonably foreseeable by the Customer or the Seller when the Customer begins to use the Website. Loss or damage is reasonably foreseeable where it could be contemplated by the Seller and the Customer at the time of entering into the contract (i.e. placing the order);

- a result of the Seller's failure to provide the Website (or any part of it) or withdrawal of products from the Website or a result of our right to cancel an order as set out in section 2.7;
- caused by a distributed denial-of-service attack, virus or other technologically harmful material that may affect your computer equipment, programs, data or other material due to the Customer's use of the Website (including your downloading any content from the Website or any website linked to it); or
- caused when the Seller is prevented from fulfilling any of its obligations by events beyond its control (including, but not limited to, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God).

10.3 The Seller's total liability to the Customer for any loss or damage arising in connection to this Agreement will be limited to a maximum of 150% of the value of the Customer's order.

10.4 These limitations on liability also extend to any legal representative or agent of the Seller.

10.5 These limitations on liability do not apply where the Seller has fraudulently concealed a defect or has incorrectly described a product or fails to correctly deliver a product.

11. CHOICE OF LAW AND JURISDICTION

11.1 Any contract between the Seller and the Customer including but not limited to any orders and these General Terms and Conditions are governed by the laws of the part of Denmark in which the Customer is resident.

11.2 In the event that a dispute between the Seller and the Customer arises out of or in connection with the order or these General Terms and Conditions, the Seller and the Customer both agree that the courts of Denmark will have exclusive jurisdiction.

12. SELLER COMPANY DETAILS

HUGO BOSS NORDIC ApS

Registered office: Støberigade 12, DK-2450 København SV, Denmark

Registered in Denmark under the Danish CVR-no. 26596467

13. AMENDMENTS AND UPDATES

The General Terms and Conditions may be amended from time to time. Any changes are effective as of the date of publication on the Online Store and will apply to any new orders placed by the Customer following the date of publication.

These General Terms and Conditions were last updated on the date in the heading.