

GENERAL TERMS AND CONDITIONS

ONLINE STORE SPAIN

(Issued: 25.09.2026)

1. SCOPE OF APPLICATION AND CONTRACTUAL PARTNERS

- 1.1 These General Terms and Conditions (hereinafter referred to as "**T&Cs**"), as applicable on the date an order is placed, govern the relationship between HUGO BOSS Benelux B.V. y CIA Sociedad Colectiva, C/ Ribera del Loira 8-10, 28042 Madrid, Spain, (the "**Seller**") and the customer (the "**Customer**"), and apply to transactions made in the Online Store Spain available at <https://www.hugoboss.com/es/home> (the "**Website**") and via the HUGO BOSS Mobile App (the "**Mobile App**"), for personal orders in a HUGO BOSS Store ("**Order from Store Service**"), hereafter jointly "**Online Store**". When placing an order the Customer may access the T&Cs via the links on the Online Shop, save them on their computer and/or obtain a printed copy of them. However, the General Terms and Conditions that apply to the Customer's order will be sent back to the Customer separately on a durable storage medium (e.g. by e-mail with a PDF attachment), together with the order confirmation upon delivery of the goods.
- 1.2 The following HUGO BOSS AG provides customer care for the Online Store on the Seller's behalf ("**Customer Care**"). The Customer may contact Customer Care and submit queries, requests and complaints:

HUGO BOSS AG
Customer Care
Holy-Allee 3
72555 Metzingen
Germany
Tel.: +34 (0) 91 2158 175
E-mail: service-es@hugoboss.com

- 1.3 The target audience for the range of products available in the Online Store consists solely of customers of legal age who are habitually resident in the territory of Spain, and who can provide a delivery address in that territory. Consumer is legally understood to be the natural person who enters into a legal transaction for purposes that are primarily unrelated to his or her commercial and business activities in his or her capacity as an independent contractor.

2. ORDER PROCESS

- 2.1** The Online Store merely constitutes a solicitation to the Customer to make an offer to enter into a contract for the purchase of goods presented in the Online Store.
- 2.2** The Customer may choose items from a range of the Seller's products and collect them in the "Shopping Cart" 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 products in his Shopping Cart (the "Order").
- 2.3** The value of an Order of any class (gross value of the goods, including value added tax, but excluding delivery or other charges; the "Order Value") shall not exceed a maximum value of EUR 2.999,00. A maximum order quantity of 3 items per style (same colour and size) shall apply to each Order of any kind. In addition, goods will only be delivered in quantities considered normal for individuals.
- 2.4** Before placing the Order, the Customer may view and modify the details of his Order at any time by clicking the "Change Order" button or via links to the individual order data fields and "Back" functions.
- 2.5** After the Customer submits the Order, an acknowledgement of receipt will automatically be sent by e-mail with a summary of the details of the Order. This automatic acknowledgement of receipt shall not constitute acceptance of the Customer's offer by the Seller; it merely documents the fact that the Seller has received the Customer's Order.
- 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 binding purchase contract shall be deemed to have been concluded when the Seller accepts the Customer's Order. The Seller shall be entitled to accept the Customer's offer within 7 days of receipt thereof, but shall not be obliged to accept it. The Seller indicates its acceptance by sending the Customer confirmation of dispatch by e-mail.
- 2.8** If an Order includes several items, a contract shall only be concluded in respect of those items which are expressly mentioned in the confirmation of dispatch.
- 2.9** The above shall also apply in cases where, as a result of the chosen method of payment, the Customer has already paid the purchase price or given payment instructions prior to the conclusion of the contract. If no contract is concluded in such a case for any reason whatsoever, the Seller shall inform the Customer by e-mail (in the case of contractual acceptance in respect of part of the Order, it shall do so together with the contractual acceptance in respect of the available items), and shall return the advance payment to the Customer without delay.
- 2.10** The Customer's statutory right of withdrawal (see clause 7) shall not be affected by the foregoing provision.
- 2.11** The contract is concluded in Spanish. The Seller shall keep a copy of T&Csof the contract (consisting of the Order, theT&Cs, the shipping confirmation and the invoice, and send it to the Customer by e-mail, in compliance with the regulations relating to Consumers and Users. The registered Customer can also view their current confirmed orders in their personal My HUGO BOSS customer account.
- 2.12** The Customer agrees to receive an electronic invoice. The electronic invoice will be sent to the Customer as a .pdf file attached to an email.

3. DELIVERY, DELIVERY TIMES, PRODUCT AVAILABILITY

- 3.1** Unless otherwise agreed, the goods will be delivered to the Customer at the delivery address provided. Delivery is only available within Spain, with the exception ofthe Canary Islands, Ceuta and Melilla, Teneriffa, Lanzarote, La Palma, La Gomera, Fuerteventura, El Hierro. The Seller will inform the Customer of the delivery time, where applicable, during the processing of the Order and in the shipping confirmation. Unless otherwise stated, the delivery time for standard deliveries will be approximately 4 to 5 working days from the delivery confirmation, and the delivery time for express deliveries will be approximately 1 to 3 working days. If the order includes one or more personalised items, the delivery time is 5 to 6 working days. Additional information about the delivery options, the carriers used and the delivery procedure can be found on the information pages of the Online Store.

- 3.2** Once the products have been delivered to the carrier, the Customer will receive an e-mail from the Seller confirming the delivery and, if applicable, a link to the carrier's website, which will enable the Customer to check the delivery status of the Order.
- 3.3** 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 Spain 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.
- 3.4** 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.
- 3.5** 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.
- 3.6** 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.
- 3.7** 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.

- 3.8** If the Seller is unable to meet the binding delivery deadline for reasons beyond its control (unavailability of products, e.g. due to the Seller's own supplier's failure to deliver or due to force majeure), it shall notify the Customer without delay and specify, where applicable, the new delivery date. If the new delivery date is not acceptable to the Customer, the products are not available even on the new delivery date, or are not available at all, each of the parties shall be entitled to terminate the contract in respect of the products concerned; in this case the Seller shall reimburse the Customer for any payments already made. The rights of the parties provided by law shall remain unaffected.

4. PRICES AND DELIVERY COSTS

- 4.1** All prices indicated on the Seller's Online Store are inclusive of the currently applicable value added tax, but do not include any additional shipping costs that may apply.
- 4.2** The Seller shall inform the Customer during the order process, where applicable, of the amount of the shipping costs as well as any additional costs (e.g. for gift wrapping) immediately before the Order is placed. The Customer shall bear the shipping costs and any additional costs notified.

5. PAYMENT

- 5.1** The Seller only accepts the payment methods that are indicated during the processing of the order.
- 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** In order to protect itself against the risk of non-payment by the Customer, the Seller reserves the right to exclude certain forms of payment in an individual case.

6. RESERVATION OF TITLE

The goods shall remain the property of the Seller until the Customer has paid the purchase price in full.

7. RIGHT OF WITHDRAWAL

- 7.1** Consumers have a fundamental right of withdrawal provided for by law in the case of distance selling. In accordance with the statutory provisions, we are pleased to inform you about this right as follows::

INSTRUCTIONS ON WITHDRAWAL

Right of withdrawal

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

The time limit for withdrawal is fourteen calendar days from the day on which you (or a third party designated by you, who must not be the carrier) acquire physical possession of the goods.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of an unequivocal statement (e.g. letter sent by post or e-mail email or by using the declaration of withdrawal on our website/app). You may use the attached model withdrawal form in section 7.2., but you are not obliged to use this model.

In order to exercise your right of withdrawal within the withdrawal period, it shall be sufficient for you to send a notification concerning your exercise of the right of withdrawal before the expiry of the withdrawal period.

Contact details for exercising the right of withdrawal:

You can exercise your right of withdrawal online by following the link to the declaration of withdrawal provided in the footer area of our website and in the "Info & Legal" section of our app. If you use this online function, we will immediately provide you with confirmation of receipt on a durable medium (e.g. by e-mail), including the content of your withdrawal declaration as well as the date and time of receipt.

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

HUGO BOSS AG
Holy-Allee 3
72555 Metzingen
Germany

To exercise your right of withdrawal by e-mail, please send us an e-mail to the address:
service-es@hugoboss.com

To exercise your right of withdrawal by telephone, please call us on the following number:
+34 (0) 91 2158 175

Return of products to:

HUGO BOSS Online Store
- Retouren -
DC Wendlingen
Ulmer Straße 500
73240 Wendlingen
Germany

Effects of withdrawal

In the event that you withdraw from this contract, we will reimburse to you all payments we have received from you, including the costs of delivery (with the exception of any additional costs resulting from your choice of a type of delivery other than the standard economy delivery offered by us), without undue delay and in any event not later than 14 calendar days from the date on which we have received notice from you of your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any additional costs as a result of such reimbursement.

We may withhold reimbursement until we have received the returned goods back or until you have provided evidence that you have returned the goods to us, whichever is the earliest.

You must return the goods to us or hand them over to us without delay, and in any event not later than 14 calendar days from the date on which you notify us of your decision to

withdraw from this contract (see above). If you return the goods to us before the expiry of the period of 14 calendar days, you will have complied with the deadline.

We will bear the cost of returning the products, except for products that are considered dangerous goods in certain quantities (Eau de Parfum, Eau de Toilette, Eau de Cologne, After Shave, After Shave Balm, Deo Spray, Smartwatches), only if you use our return label. Otherwise, you will bear the cost of returning the products.

You shall be solely liable for any diminished value of the goods if they have been tampered with in any way other than what is necessary to ascertain their nature, characteristics or functioning.

Exclusion of the right of withdrawal

There shall be no right of withdrawal, inter alia, in the case of contracts for the supply of:

- i. Products which are not prefabricated, which have been made according to an individual choice or decision of the consumer, or which have been clearly personalised.
- ii. Sealed products that have been unsealed after delivery and are therefore unsuitable for return for reasons of hygiene or health protection.

7.2 In accordance with the statutory provisions, we are pleased to provide you with the following model withdrawal form. However, you are not obliged to use this form:

Model Notice of Withdrawal

(Complete and return this form ONLY if you wish to withdraw from the contract). (*) Delete where not applicable.

- To: [insert here the name, postal address and, if applicable, e-mail address of the Seller].
- I/We hereby inform you (*) of my/our (*) withdrawal from the contract for the purchase of the following goods/provision of the following services (*):
- Ordered with date (*)/received with date (*):
- Name and surname(s) of consumer(s)(*) :

- Address of the consumer(s):
- Signature of the consumer(s) (only if the model is notified on paper):
- Date.

8. GUARANTEES

The statutory warranty rights shall apply to the products. The harmonised European Union label set out in **Annex 1** to the General Terms and Conditions provides information on the statutory warranty rights and key elements.

The foregoing shall apply without prejudice to the statutory right of withdrawal provided for in the clause 7. We shall be liable only for damage to or loss of the products as set out in the clause 10.

In the event of a defect, you may choose between repair and replacement, subject to the statutory requirements. If repair is possible and your item is actually repaired, the statutory liability period for defect claims is extended once by 12 months.

9. CONTRACTUAL RETURN RIGHT AND IN-STORE RETURNS

- 9.1** 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 thirty 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.
- 9.2** The Customer has the option to return the goods, along with the return slip to the Seller within thirty days. The return must be sent to the return address shown in our FAQ [return instructions](#) section. Timely dispatch is sufficient to meet the deadline.
- 9.3** Additionally, the Customer has the option to return the goods, along with the return slip to the HUGO BOSS Store where the goods were ordered or to another participating HUGO BOSS Store in Spain; a separate declaration is not required.
- 9.4** 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.

- 9.5** 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.
- 9.6** 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.
- 9.7** 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.

10. SELLER'S LIABILITY

- 10.1** The Seller's liability for intent and gross negligence is unlimited. In the case of slight negligence, the Seller's liability shall be limited to loss or damage arising from death, personal injury or illness, or arising from the breach of a contractual obligation of a material nature (a contractual obligation which is essential to the proper performance of the contract, and on the performance of which the obligation of the other party depends, or may normally depend, on the performance of which the obligation of the other party depends).
- 10.2** In cases where the breach of a material contractual obligation constitutes slight negligence on the part of the Seller, the amount of the Seller's liability shall be limited to the foreseeable damage that would normally occur. Any further liability of the Seller for loss or damages is excluded.
- 10.3** The above limitations of liability shall also apply to the Seller's legal representative and agents.

- 10.4** The aforementioned limitations of liability shall not apply in cases where the Seller has fraudulently concealed a defect or has guaranteed that the products are of a certain nature. The same shall apply to the Customer's claims provided for in the Law for the Defence of Consumers and Users.

11. CHOICE OF LAW AND JURISDICTION

- 11.1** The contracts entered into by the Seller and the Customer, as well as these T&Cs, shall be governed by Spanish law, expressly excluding the application of the United Nations Convention on the International Sale of Goods.
- 11.2** Jurisdiction shall be governed by the applicable legal provisions.

APPENDIX 1: HARMONISED EUROPEAN UNION LABEL ON STATUTORY WARRANTY RIGHTS



Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- ✓ do not match the description;
- ✓ do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- ✓ **free repair or free replacement;**
- ✓ in some cases, a **price reduction or full reimbursement.**

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.



europa.eu/youreurope/guarantees

What to do if you receive non-conforming goods:

- ❶ Contact the seller as soon as possible to report the issue;
- ❷ Provide proof of purchase, such as a receipt, invoice, or bank statement.

GARAN ✓

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.