

## GENERAL TERMS AND CONDITIONS

### ONLINE STORE FINLAND

(Issued: 5th of February 2025)

#### 1. SCOPE AND PARTIES

- 1.1 These General Terms and Conditions (the “**T&Cs**”) govern the relationship between HUGO BOSS Finland Oy (the “**Seller**”) and the customer (the “**Customer**”) for transactions via the Online Store Finland available at <http://www.hugoboss.com/fi/home> (the “**Website**”) and via the HUGO BOSS Mobile App (the “**Mobile App**”), hereafter jointly “**Online Store**”.
- 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 contract confirmation upon delivery of the goods on a durable medium (by email in a PDF attachment).
- 1.3 HUGO BOSS AG provides customer care for the Online Store on the Seller's behalf (“**Customer Care**”). If a Customer has any questions, requests or complaints in relation to the Online Store, the Customer may contact Customer Care via letter, fax or e-mail using the contact details below:

HUGO BOSS AG  
Customer Care  
Holy-Allee 3  
72555 Metzingen  
Germany  
Phone: +358 (0) 9 817 10 991  
E-Mail: [service-fi@hugoboss.com](mailto:service-fi@hugoboss.com)

- 1.4** The range of goods in the Online Store is aimed only at Customers of legal age whose habitual place of residence is in Finland, and who can provide a delivery address there; however we do not deliver to Åland. "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 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 submitting the order, the Customer can view and amend the details of the 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 "Place Order and Pay" button, the Customer makes a binding offer to purchase the products contained in the shopping cart ("Order").
- 2.4** 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 €4,000. 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. Furthermore, goods are only supplied in household quantities.
- 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 in the following circumstances:
- (i) the Seller identifies an obvious and unmistakable 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

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 statutory right of withdrawal (see Section 7) and the Customer's warranty rights shall 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. The registered Customer can also view their current confirmed orders in their personal My HUGO BOSS customer account.

### **3. DELIVERY, DELIVERY TIMES, AVAILABILITY OF GOODS**

- 3.1 Unless agreed otherwise, the goods will be delivered to the Customer at the delivery address provided. Delivery is only available within Finland (excluding the territories mentioned in Section 1.4.).
- 3.2 The Seller will notify the Customer of the expected delivery time during the order process. Unless otherwise stated, delivery time is generally 5 to 6 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 6 to 7 days. Further information about types of delivery and the carriers used can be found on the Online Store's information pages.
- 3.3 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.
- 3.4 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. The statutory rights of the contracting parties remain unaffected.
- 3.5 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 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.

## **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 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 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.
- 5.4 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. RIGHT OF WITHDRAWAL**

Consumers generally have a statutory right of withdrawal when concluding a distance selling transaction, from which deviations are only permissible in favor of the consumer. The Seller informs about this according to the statutory provisions as follows:

**Right of withdrawal**

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

The withdrawal period begins on the day you or a third party designated by you, who is not the carrier, have taken possession of the last goods.

You must inform us (see below for contact details) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You can use the attached model withdrawal form under Section 7.1., but it is not mandatory.

To meet the withdrawal deadline, it is sufficient that you send the communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**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-fi@hugoboss.com](mailto:service-fi@hugoboss.com)

by telephone, please phone: +358 (0) 9 817 10 991

please send the goods to the returns address (the "Returns Address") below:

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

**Consequences of withdrawal**

If you withdraw from this contract, we will reimburse all payments we have received from you, including delivery costs (except for the additional costs arising from your choice of a type of delivery other than the least expensive standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we receive the communication of your withdrawal from this contract. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged fees for this reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earlier.

You must send back the goods to us (see above) without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

We will bear the costs of returning the goods, except for hazardous goods in limited quantities (Eau de Parfum, Eau de Toilette, Deo Stick, Deo Spray, After-Shave, Smartwatches) for you, if you use the return label included with the delivery.

Otherwise, and for hazardous goods in limited quantities, you will bear the direct costs of returning the goods yourself.

You are only liable for any diminished value of the goods if this diminished value is due to handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

**Exclusion of the right of withdrawal**

The right of withdrawal does not exist for contracts for the delivery of goods that are not prefabricated and for the production of which an individual choice or decision by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.

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

**Model withdrawal form**

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

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 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, 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 1.3. 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 2.6;
- 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 Finland 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 Finland will have exclusive jurisdiction.
- 11.3** Please note that if a dispute concerning a sales contract cannot be resolved through negotiation between you and HUGO BOSS Finland Oy, you can submit the matter to the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)) for resolution.

Before taking the matter to the Consumer Disputes Board, you should contact the Consumer Advisory Service ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)).

In addition, the European Commission provides a platform for online dispute resolution (ODR), which you can find here: <http://ec.europa.eu/odr>. You can refer any dispute to ODR concerning a purchase made in an online store for resolution by a dispute resolution body, if you and HUGO BOSS Finland Oy fail to reach an amicable solution.

## **12. SELLER COMPANY DETAILS**

HUGO BOSS Finland Oy  
PL 7020  
00002 Helsinki  
Finland

HUGO BOSS Finland Oy is a company having its registered office in Helsinki, Finland.  
Business ID: 2571639-8.

## **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.