

## GENERAL TERMS AND CONDITIONS

### ONLINE STORE ITALY

(UPDATED 21.01.2026)

#### 1. SCOPE AND PARTIES INVOLVED

**1.1** These General Terms and Conditions (the "**General Terms and Conditions**"), in their version in force at the time the order (the "**Order**") is placed, govern the relationship between HUGO BOSS Italia S.p.A., with registered office in via Morimondo n. 26, 20143, Milan, Italy, Tax Code and VAT no. 10101190154, registered with the Companies' Register of Milan under no. MI-1349859, share capital of Euro 1,136,212.00 fully paid up, PEC: HUGOBOSSITALIA@LEGALMAIL.IT (the "**Seller**") and the customer (the "**Customer**"). The General Terms and Conditions apply to purchases made (i) on the website of the Seller's online store Italy: <http://www.hugoboss.com/it/home> (the "Online Store") and/or (ii) through the Seller's application "**Hugo Boss Mobile App**" and (iii) for personal orders in a HUGO BOSS Store ("**Order from Store Service**"). In particular, the General Terms and Conditions have been drafted in accordance with Italian law.

The General Terms and Conditions may be amended at any time. Any amendments and/or new conditions shall come into force from the moment they are published on the website of the Seller's online store, with an indication of the relevant update date. Customers are therefore invited to access the site and, before making any purchase, to consult the updated version of the General Terms and Conditions. The applicable General Terms and Conditions of Sale are those in force on the date on which the Order is placed pursuant to Section 2 below.

**1.2** When the Customer starts the procedure to place the Order, he/she can view the General Terms and Conditions through the links in the Online Store and can also download and save them to his/her computer and/or device and/or print them directly. In any event, the General Terms and Conditions will be sent to the Customer on a durable medium (e.g. an email with a pdf attachment) and together with the notice by which the Seller confirms to the Customer (i) the Order (the "**Order Confirmation**", in this respect please refer to articles Section 2.3 and 2.4) or (ii) the dispatch of the Order (the "**Dispatch Confirmation**", in this respect please refer to article Section 3.2). At the latest, the General Terms and Conditions shall be delivered to the Customer at the time the Order is delivered to him/her. In any case, for any possible request for assistance, the Customer may contact the following company, which

provides assistance, in the Italian language, on behalf of the Seller:

HUGO BOSS AG,  
Customer Service  
Holy-Allee 3  
72555 Metzingen  
Germany  
Tel.: +39 (0) 06 9974 8081  
E-Mail: [service-it@hugoboss.com](mailto:service-it@hugoboss.com)

**1.3** By placing the Order, the Customer expressly declares that he/she is of age and that he/she is acting as a 'Consumer' within the meaning and for the purposes of Art. 3 para. 1 lett. a) of the Consumer Code, i.e. for purposes that are unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out by him/her.

Moreover, the range of products available on the Online Store is exclusively addressed to "Consumers" Customers (pursuant to Article 3 paragraph 1 letter a) of the Consumer Code) over 18 years of age, habitually resident in the territory of the Italian Republic and who indicate a delivery address for the Order in such territory, with the exception of Livigno, Coriano, Campione d'Italia, San Marino and the Vatican, where the delivery of the Order will not be made.

**1.4** The Vendor adopts and implements an appropriate code of conduct, which the Customer may download at any time from the website: [www.hugoboss.com/it](http://www.hugoboss.com/it) .

## **2. ORDER PROCESS**

**2.1** The Customer may select the Seller's available products and add them to the cart by clicking on the "Add to Cart" button. The contents of the shopping cart constitute a sales proposal from the Seller to the Customer.

**2.2** Before confirming the Order, the Customer may view and modify its content at any time by clicking on the "Modify" or "Back" button, i.e. by modifying individual input fields.

**2.3** By clicking on the "Confirm Purchase Order with Obligation to Pay" button, the Customer accepts the General Terms and Conditions and makes a binding offer to purchase the goods in the shopping cart ("Order").

**2.4** 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.

**2.5** 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.

In any event, the right of withdrawal and the guarantees provided for by law in favour of the Customer remain unaffected (in this respect, please refer to Section 7 and Section 9).

**2.6** For the Seller's technical reasons: (i) the value of an Order (considered the gross value of the articles, VAT included, without shipping costs or other costs) cannot exceed the amount of Euro 4,000.00 and (ii) each Order cannot entail the purchase of a quantity of more than 3 (three) articles of the same colour and size. In the event of multiple Orders from the same Customer, the Seller may limit the execution of those Orders which, while complying with the limits set forth in subsections (i) and (ii) for each individual Order, present such characteristics (e.g. in terms of type and quantity of products) that, according to the ISTAT household expenditure and consumption indexes, may be considered unusual for a household.

**2.7** The contract is drawn up and concluded in the Italian language. The Seller shall keep a copy of the text of the contract (including the Order, the General Terms and Conditions, the Order Confirmation and the Shipping Confirmation and a copy of the relevant invoice) and shall send it to the Customer by e-mail in compliance with the privacy regulations applicable at the time. The registered Customer can also view their current confirmed orders in their personal My HUGO BOSS customer account.

**2.8** With reference to the invoicing of the Order, the Customer agrees to receive the invoice in electronic form, which will be sent by e-mail to the Customer as a pdf attachment.

### **3. DELIVERY, DELIVERY TIME, PRODUCT AVAILABILITY**

**3.1** Unless otherwise provided for, the products shall be delivered to the Customer at the delivery address provided by the same to the Seller. Delivery is available exclusively within the territory of the Republic of Italy, except for the cities of Livigno, Coriano, Campione d'Italia, San Marino and the Vatican, where the delivery of the products, and therefore the fulfilment of the Order, will not be carried out. Unless otherwise provided for, the delivery date for standard shipments shall be approximately 3 (three) - 4 (four) working days from Order Confirmation. The delivery date for express shipments will be approximately 1 (one) - 3 (three) working days from Order Confirmation. Further information regarding shipping options, couriers used and the delivery procedure can be viewed on the Online Store information page.

**3.2** Following delivery of the products to the courier, the Customer will receive an e-mail containing the shipping confirmation from the Seller and, where possible, a link to the courier's site to monitor the delivery status of his Order (the 'Shipping Confirmation').

**3.3** In the event that the Seller is unable to meet the scheduled delivery date for reasons beyond its control (e.g. non-availability of the ordered products due to non-delivery to the Seller by its supplier or force majeure), it will inform the Customer without delay and, where possible, indicate a new scheduled delivery date. If the new delivery date cannot be accepted by the Customer, or if the products are still not available by the new delivery date, or are no longer available, each party shall be entitled to terminate the contract in respect of the purchase of such products. In this case, the Seller shall reimburse the Customer for any payment already made by the latter. All rights of the parties under the law shall remain unaffected.

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

- 4.1** All prices on the Online Store website are inclusive of VAT (Value Added Tax) applicable by law.
- 4.2** Shipping costs and/or any other additional costs e.g. for gift wrapping will be borne by the Customer. These expenses/costs will be communicated to the Customer by the Seller before the order is placed and paid and by means of a specification on the web page of the Online Store where the details of the Order are indicated.

## **5. PAYMENT**

- 5.1** The Seller shall only accept those payment methods indicated during the procedure of Order confirmation by the Customer.
- 5.2** In order to protect itself against the risk of non-payment by the Customer, the Seller reserves the right to exclude certain payment methods. Any payment methods that will be excluded will be directly removed from the payment methods in the drop-down menu of the Online Store/HUGO BOSS Mobile App listing those accepted by the Seller.
- 5.3** If the Customer selects 'credit card' as the method of payment, the amount of the purchase will be charged to the Customer's chosen credit card only upon confirmation of the Order (by clicking the 'Confirm Purchase Order with Obligation to Pay' button) and, in any event, not before the Customer has entered his or her credit card details.
- 5.4** If the Customer selects "PayPal" or any other payment method as payment method, the amount will be debited from his current account or PayPal account once the Order is confirmed. In order to complete the purchase transaction, the Customer will be directed to the website of the authorised payment service provider and thereafter - after operational checks by the Customer and/or the service provider - the Customer will be redirected to the Seller's Online Store site.

## **6. TRANSFER OF OWNERSHIP**

Ownership of the products referred to in the Order remains with the Seller until full payment of the purchase price by the Customer.

## 7. RIGHT OF WITHDRAWAL

7.1 In the case of distance selling, the 'consumer' has a specific right of withdrawal provided for by the Consumer Code. Therefore, in accordance with the provisions of the law, we set out below the most relevant information so that you can properly exercise this right:

### INSTRUCTIONS FOR WITHDRAWAL

#### Right of Withdrawal

You may exercise your right of withdrawal without giving us any reason to justify it and, in order to exercise it, you shall benefit from the "ordinary period" of 14 (fourteen) days provided by law. Therefore, you may withdraw from this contract within 14 (fourteen) days (the "Time Limit for Withdrawal") starting from the day on which:

- (i) in the case of a contract of sale: "You or a third party other than the carrier and designated by you acquire physical possession of the goods;
- (ii) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: "You or a third party other than the carrier and designated by you shall acquire physical possession of the last good"; and
- (iii) in the case of a contract concerning the delivery of goods consisting of multiple lots or pieces: "You or a third party other than the carrier and designated by you shall acquire physical possession of the last lot or piece.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from the concluded contract - to which these General Terms and Conditions refer - by means of an express and unequivocal statement (e.g. a letter sent by post or e-mail). Our contact details for sending such a declaration are specified below.

In this respect, you may use the withdrawal form set out below under Section 7.2. This form (the use of which is not mandatory) has been drawn up in compliance with the provisions of Section 49(1)(h), Section 54(1) and Annex I Part B) of the Consumer Code.

As already explained above, in order to avail yourself of your right of withdrawal in accordance with the law and pursuant to the General Terms and Conditions, it is sufficient for you to send us a notice (with the possibility of also using the form under Section 7.2) within the Time Limit for Withdrawal stating that you wish to exercise your right of withdrawal.

#### Contact for the exercise of the right of withdrawal:

To exercise your right of withdrawal by post, please write to

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

To exercise your right of withdrawal by e-mail, please write to  
[service-it@hugoboss.com](mailto:service-it@hugoboss.com)

To exercise your right of withdrawal by telephone, please call: +39 (0) 06 9974 8081  
please send the products to

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

#### **Effects of withdrawal**

In the event of your withdrawal from this contract, we shall refund all payments made by you, including shipping costs (except for additional costs resulting from your choice of a particular delivery method other than standard delivery offered by us), without delay and in any event no later than 14 (fourteen) days from the day on which we were informed of your decision to withdraw from this contract. We shall carry out this reimbursement using the same method of payment as you used for the original purchase, unless other methods have been expressly agreed with you. In any event, you will not be charged any costs arising from this refund.

We may postpone such a refund until we have received the products you have returned or you have provided evidence that you have returned such products.

You shall return the products or return them to us without delay and in any event no later than 14 (fourteen) days from the day on which you informed us of your withdrawal from

this contract (see above). The deadline is met if you return the products before this period of 14 (fourteen) days has expired.

The costs of returning the products will be borne by us in the event that you use the pre-printed label (for returning products) that will be provided to you upon delivery of the Order. Otherwise, the costs of returning the goods will be borne exclusively by you. Please note that we will not bear the cost of returning products in the following categories: Eau de Parfum, Eau de Toilette, Eau de Cologne, After Shave, After Shave Balm, Deo Spray and Smartwatches. In this case, the respective return costs will be borne exclusively by you. In this regard, our customer service is available to provide you with any clarification and/or information you may require.

You shall only be liable for any diminution in value of the products in the event that such products have been used in a manner and for a purpose different from that intended by their nature(s), characteristics or functioning.

#### **Exclusion of the Right of Withdrawal**

There is no right of withdrawal in the case of contracts for the provision of, *inter alia*, the following

- (i) goods that are not prefabricated but made to the consumer's specifications and/or clearly customised,
- (ii) sealed goods that are not suitable for return for hygienic or health protection reasons and have been opened after delivery.

**7.2** Pursuant to the provisions of the law, we would like to inform you below about the standard withdrawal form. In any case, the use of this form, as already mentioned, is not obligatory.

**Standard withdrawal form**

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

- addressee [insert name, geographical address and, where available, his telephone number and e-mail address]
- I/We (\*) hereby give notice of withdrawal from my/our (\*) contract of sale of the following goods/services(\*)
- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified in paper version)
- Date

(\*) Delete unnecessary entries.

**8. CONTRACTUAL RETURN RIGHT AND IN-STORE RETURNS**

- 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 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 Italy; a separate declaration is not required.
- 8.4 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.

- 8.5 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.
- 8.6 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.
- 8.7 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. HUGO BOSS 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

## **9. GUARANTEES**

With reference to the products, the guarantees provided for by Italian law shall apply. The Seller shall be exclusively liable for loss or damage as provided for in Section 10.

## **10. LIABILITY**

- 10.1 The Seller's liability for fraud or negligence shall not be subject to limitation. In the event of slight negligence, Seller's liability shall be limited to (i) loss or damage resulting from death, injury or sickness, (ii) loss or damage resulting from destruction or deterioration of goods other than defective goods, provided that such goods are normally intended for private use and consumption and have been principally used by the person claiming the injury or (iii) loss or damage resulting from the breach of a contractual provision deemed essential (i.e. a contractual obligation the performance of which is essential to the performance of the contract and on the fulfilment of which the other party does or may rely).

**10.2** Notwithstanding the provisions of item (1) above, the Seller shall not be liable to the Customer, inter alia, for product defects in the following cases provided for in Article 118 of the Consumer Code

- where the defect did not exist at the time the product was put into circulation (about putting into circulation see Art. 119 of the Consumer Code);
- where the defect is due to compliance with the applicable mandatory legal provisions or a binding order; and
- if the state of scientific and technological knowledge at the time the product was put into circulation did not allow the product to be considered defective.

**10.3** The above limitations of liability do not apply if the seller fraudulently concealed a defect or warranted that the goods were of a certain nature

## **11. APPLICABLE LAW AND JURISDICTION**

The relationship between the Seller and the Customer as well as these General Terms and Conditions of Sale shall be and are governed by Italian law with the express exclusion of the 1980 Vienna International Convention on the International Sale of Goods.

The competent Italian courts shall have exclusive jurisdiction to settle any dispute arising between the Seller and the Customer concerning the application, performance and interpretation of these General Terms and Conditions.

In any case, also in compliance with the provisions of Article 66-quater of the Consumer Code, the Seller and the Customer shall have the right to have recourse to the mediation procedures provided for by Legislative Decree No. 28 of 4 March 2010, without prejudice, however, to the possibility for the consumer to promote the out-of-court settlement of disputes, as provided for by Articles 66 and 141 et seq. of the Consumer Code for any dispute that may arise between the parties in relation to the application, execution and interpretation of these General Terms and Conditions.

Pursuant to Article 141-sexies, paragraph 3 of the Consumer Code, the Seller shall inform the Customer who qualifies as a consumer under Article 3, paragraph 1, lett. a) of the Consumer Code, that, in the event that he/she has submitted a complaint directly to the Seller, following which it has nevertheless not been possible to resolve the dispute thus arising, the Seller shall provide information on the Alternative Dispute Resolution body or bodies for the extra-judicial resolution of disputes relating to obligations arising from a contract concluded under these General Terms and Conditions (so-called ADR bodies, as defined in Article 141-sexies, paragraph 3 of the Consumer

Code). ADR bodies, as referred to in Art. 141 et seq. of the Consumer Code), specifying whether or not it intends to use these bodies to resolve the dispute.

. For information on the ADR procedure and the competent Italian ADR entities, the consumer-Client may consult the following website: <http://www.mise.gov.it/index.php/it/mercato-e-consumatori/tutela-del-consumatore/controversie-di-consumo/adr-risoluzione-alternativa-controversie>

This is without prejudice to the right of the consumer Customer to bring an action before the competent ordinary court of law in respect of disputes arising out of these General Terms and Conditions of Sale, whatever the outcome of the out-of-court settlement procedure, as well as to the possibility, where the prerequisites are met, of promoting an out-of-court settlement of disputes relating to consumer relations by recourse to the procedures set out in Part V, Title II-bis of the Consumer Code.