

## TERMS AND CONDITIONS

### ONLINE STORE NETHERLANDS

(Effective: 16.05.2025)

#### 1. SCOPE AND PARTIES

- 1.1 These General Terms and Conditions (hereinafter referred to as “**T&Cs**” , in the version applicable at the time an order is placed, apply to the relationship between HUGO BOSS Benelux Retail B.V., Danzigerkade 9, 1013 AP Amsterdam, Chamber of Commerce number: 34216197, VAT number NL814636986B01, Email: [service-nl@hugoboss.com](mailto:service-nl@hugoboss.com) (“**Seller**”) and the customer (“**Customer**”) on transactions in the Online Store Netherlands (<http://www.hugoboss.com/nl/home>), the (“**Online Store**”), via the HUGO BOSS mobile application (“**Mobile App**”) and by placing an order with personal advice from an employee of Seller in one of its shops (“**Order from Store**”). When placing an order, the Customer can consult the General Terms and Conditions via the links in the Online Store or Mobile App or save and/or print them. The General Terms and Conditions applicable to the Customer's order shall be sent separately to the Customer together with the contract confirmation no later than upon delivery of the goods on a durable storage medium (e.g. as an email with pdf attachment).
- 1.2 HUGO BOSS AG provides customer care for the Online Store on the Seller's behalf (“**Customer Care**”). The Customer can contact it with questions, requests or complaints:

HUGO BOSS AG  
Customer service  
Holy-Allee 3  
72555 Metzingen  
Germany  
Tel: +32 (0) 2 6200 684  
E-Mail: [service-nl@hugoboss.com](mailto:service-nl@hugoboss.com)

- 1.3 The Seller's product range is aimed exclusively at adult consumers with permanent residence in the territory of the Netherlands and who can provide a delivery address in this country. The following territories are excluded from this: Aruba, Bonaire, Curaçao, Saba, Sint Eustatius and

Sint Maarten. A consumer as referred to in the legal definition is a natural person who enters into a legal transaction other than in the exercise of a profession or business.

## **2. ORDERING PROCESS**

- 2.1** The Customer can select products from the Seller's range and collect them in a shopping basket by clicking on the "Add to Cart" button. When the Customer clicks on the "Place Order and payt" button, makes a binding offer to purchase the goods in the shopping cartbasket ("Order").
- 2.2** The value of an order of any kind (gross value of the goods, including VAT, but excluding shipping or other costs; the "order value") may not exceed a maximum of €4,000 and not less than €25. A maximum order quantity of 3 items per type (same colour and size) applies to each order of any kind. In addition, goods will only be delivered in quantities normal for a family household.
- 2.3** Before placing an order, the Customer can at any time view and modify the details of the order / the contents of the shopping cart. This can be done by clicking on the "Edit" button, by using the "Back" function or by editing individual fields.
- 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. . 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. 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

When the Seller exercises the right to rescind or cancel, the Seller shall notify the Customer. The Seller undertakes to refund to the Customer all payments already received by the Seller for the undelivered goods (including, if applicable, payments for certain shipping methods) without delay, but not later than seven days after the day on which the Seller exercises the right of rescission. Unless expressly agreed otherwise, reimbursement shall be made by the Seller to the Customer using the same payment method as the Customer used for the original

transaction; under no circumstances shall the Customer incur any costs for such reimbursement.

- 2.5** The Seller may, within the legal frameworks, verify the consumer's ability to fulfil the payment obligations, as well as all other facts and factors relevant to verify whether it is responsible to enter into a distance contract with the Customer. In this context, a creditworthiness check may be carried out. If, based on this check, the Seller believes that it is not responsible to enter into the contract, the Seller is entitled to cancel the Order or attach additional conditions to the contract.
- 2.6** The Contract shall be concluded in the Dutch language. The Seller shall keep a copy of the Contract (consisting of the Order, the General Terms and Conditions, the shipment notification and the contract confirmation) and forward it to the Customer by e-mail in accordance with data protection requirements. Registered Customers can view the status of the orders in their personal My HUGO BOSS customer account.

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

- 3.1** Unless otherwise agreed, the goods shall be delivered to the Customer at the specified delivery address. Deliveries can only take place within the Netherlands (with the exception of the areas mentioned in Section 1.3.).
- 3.2** If the HUGO BOSS store locator is offered in the input field for the delivery address during the order process (Click & Collect service), the Customer has the option to select a HUGO BOSS Store in the Netherlands as the delivery address and make an appointment for personal advice. Information on the HUGO BOSS shops offering the Click & Collect service is provided during the ordering process.
- 3.3** Unless otherwise indicated, delivery times for standard deliveries are generally 3 to 4 working days and for express deliveries are generally 1 to 3 working days. Further information on shipping methods and the carriers used is available on the information pages of the Online Store. If the order contains one or more personalised items, the delivery time is 4 to 5 working days. The Customer will receive an order confirmation by e-mail informing him once again of the delivery time indicated during the order placement.
- 3.4** After the goods are handed over to the carrier, the Customer will receive an e-mail containing a shipping confirmation from the Seller and any other necessary information regarding the shipping status and the expected delivery date and time of the Order.
- 3.5** When using the Click & Collect service, the Customer has the option to pick-up the goods in person from the selected HUGO BOSS Store on the delivery date and, if necessary, appear

for an appointment. If the Customer does not collect the goods on the delivery date, the goods may also be collected without an appointment during a collection period of 14 days from the delivery date or from the date of the agreed appointment, whichever is later. The Customer can collect the goods during the opening hours of the HUGO BOSS Store to which delivery has been made, presenting an official proof of identity or the order confirmation (e.g. as an e-mail on a smartphone). The Customer will receive information on the opening hours of the relevant HUGO BOSS Store during the ordering process and in the dispatch notification.

- 3.6** If the Customer uses the Click & Collect service, the Contract may be cancelled, without giving reasons, during the collection period by either an e-mail or calling the Customer Service or the HUGO BOSS Store selected for delivery or cancelling the appointment in the same way. If the Customer cancels the Contract or does not collect the goods before the end of the collection period, the order will be cancelled by the Seller. In that case, the Seller shall refund to all payments received from the Customer for the goods not collected, except for additional payments made for the choice of a delivery method other than the cheapest standard delivery offered by the Seller, at the latest fourteen days after the day immediately following the last day of the collection period. Unless expressly agreed otherwise, reimbursement shall be made by the Seller to the Customer using the same payment method as the Customer used for the original transaction; under no circumstances shall the Customer incur any costs for such reimbursement.
- 3.7** If the Seller is unable to meet a binding delivery date for reasons beyond its control (e.g. force majeure), the Seller shall notify the Customer without delay and specify a new delivery date. If the new delivery date is unacceptable to the Customer, the contract may be rescinded in respect of the goods concerned, in which case the Seller shall reimburse payments already made to the Customer without delay.
- 3.8** The preceding provisions are without prejudice to the Customer's statutory right of withdrawal and warranty rights.

## **4. PRICES AND SHIPPING COSTS**

- 4.1** All prices quoted on the Seller's website include the currently applicable statutory VAT.
- 4.2** Where applicable, the Seller will inform the Customer on the order form, immediately before the Order is placed, of the shipping costs and any additional charges, such as for gift wrapping. The Customer shall pay the specified shipping costs and any additional charges.

## **5. PAYMENT**

- 5.1** The Seller only accepts the payment methods that are shown to the Customer in each case during the ordering process.
- 5.2** If the Customer selects "credit card" or "debit card" as his payment method, his corresponding account will be debited after the card details have been entered by him personally on the pages of the online store or after he has used the payment terminals at the checkout at the time of placing his order; under no circumstances will the corresponding account be debited before the "Order with obligation to pay" button has been clicked. Only then does the payment obligation arise.
- 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** In order to protect itself against the risk of payment default by the Customer, the Seller reserves the right to exclude certain payment methods in individual cases.
- 5.5** The Customer agrees to receive digital invoices. Digital invoices are sent to the Customer in the form of a pdf file attached to an e-mail.

## **6. RETENTION OF TITLE**

The goods delivered to the Customer remain the property of the Seller until the Customer has paid the full purchase price.

## **7. RIGHT OF WITHDRAWAL**

Consumers have a legal right of withdrawal in distance sales. 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 a period of 14 days without giving reasons.

The deadline for withdrawal is 14 days from the day you or a third party designated by you (other than the carrier) takes physical possession of the goods.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from the contract by an unequivocal statement (e.g. in writing by post or e-mail; see below for our contact details). You may use the attached model withdrawal form for this purpose, but are not obliged to do so.

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 exercising the right of withdrawal:**

To exercise your right of withdrawal by letter, send a letter to:

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

To exercise your right of withdrawal by e-mail, send an e-mail to:  
[service-nl@hugoboss.com](mailto:service-nl@hugoboss.com).

To exercise your right of withdrawal by telephone, please call: +31 (0) 20 7219 592.

Please send the goods to:

HUGO BOSS Online Store  
- Returns -  
DC Wendlingen  
Ulmer Strasse 171  
73240 Wendlingen  
Germany

**Consequences of withdrawal**

If you withdraw from the contract, you will receive back from us all payments made by you up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a mode of delivery other than the cheapest standard delivery offered by us) without delay and in any event no later than 14 days after we have been informed of your decision to withdraw from the contract. We will reimburse you using the same means of payment with which you made the original transaction, unless you have expressly agreed otherwise; in any event, you will not be charged for such reimbursement.

We may wait to refund until we have received the goods back, or you have proved that you have returned the goods, whichever is earlier.

You shall return or deliver the goods to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. You are in time if you return the goods before the period of fourteen days has expired.

We will bear the cost of returning the goods except for dangerous goods in limited quantities, including Eau de Parfum, Eau de Toilette, Eau de Cologne, After Shave, After Shave Balm, Deodorant Spray and Smartwatches, if you use the pre-printed return label that was enclosed with your order. Otherwise, you will bear the cost of returning the goods.

You are only liable for the depreciation of the goods resulting from the use of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

**Exclusion of the right of withdrawal**

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

- (i) non-prefabricated goods produced on the basis of an individual choice or decision by the consumer or clearly personalised;
- (ii) the delivery of sealed goods of which the seal has been removed after delivery and which cannot therefore be returned for health or hygiene reasons.

**7.1** In accordance with the legal provisions, we would like to inform you about the model withdrawal form as follows. However, you are not obliged to use this form:

**Model withdrawal form**

(You should only complete this form and send it to us if you wish to withdraw from the contract).

- To [here the trader should enter his name, address and e-mail address]:
- I/We (\*) hereby inform (\*) you that I/We (\*) revoke(\*) our contract of sale of the following goods/provision of the following service (\*)
- Ordered on (\*)/Received on (\*)
- Name(s) of consumer(s)
- Consumer address(es)
- Signature of consumer(s) (only if this form is submitted on paper)
- Date

(\*) Delete what does not apply.

## **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 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. GUARANTEES**

The goods are subject to the statutory warranty rights of Section 7:17(2) of the Civil Code. This applies notwithstanding the Customer's statutory right of withdrawal under Section 7. The Seller shall only be liable for loss or damage in accordance with the provisions of Section 10.

## **10. LIABILITY**

- 10.1** The Seller's liability for intentional and gross negligence shall apply without limitation. In the case of non-intentional negligence or negligence not qualifying as gross negligence, the Seller's liability shall be limited to loss or damage resulting from death, bodily injury or illness, or to loss resulting from a breach of a material contractual obligation (i.e. a contractual obligation the performance of which is essential for the proper performance of the contract and on the performance of which the other party was or may be expected to rely when entering into the contract) as set out in Section 2.
- 10.2** In case of a breach of a material contractual obligation resulting from shortcoming or negligence (not being gross negligence) of the Seller, the extent of its liability shall be limited to the foreseeable damages that typically occur in similar situations. Further liability of the Seller for loss or damage is excluded.

- 10.3** The above limitations on liability also apply to the Seller's legal representative and auxiliary persons.
- 10.4** The above limitations regarding liability shall not apply if the Seller has deliberately concealed a defect or deliberately misled the Customer regarding the nature of the goods. The same applies to Customer claims under the statutory provisions on product liability.

## **11. COMPLAINTS**

- 11.1** If the customer has a complaint, it can be submitted by sending an e-mail to Customer Service at [service-nl@hugoboss.com](mailto:service-nl@hugoboss.com)

## **12. CHOICE OF LAW AND JURISDICTION**

- 12.1** Agreements between the Seller and the Customer, as well as these General Terms and Conditions, shall be governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this agreement.
- 12.2** This choice of law as well as jurisdiction shall be governed by Dutch law.