

# HUGO BOSS

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**PLEASE READ THESE TERMS & CONDITIONS CAREFULLY, THEY CONTAIN CLAUSES THAT AFFECT YOUR USE OF THE CANADIAN WEBSITE AND CONCERN YOUR RIGHTS.**

### **1. Introduction**

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### **2. Scope**

These Terms and Conditions only cover the web pages at [www.hugoboss.com/ca](http://www.hugoboss.com/ca) that we control and orders placed through the Order from Store Function in Canada, and otherwise, on which we display a direct link to these Terms and Conditions. They do not apply to any other web page including, without limitation, web pages at [www.hugoboss.com](http://www.hugoboss.com)

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- (iii) **Price, payment, taxes.** All prices on the Site are in Canadian dollars. Payment may be made via credit card (Visa, MasterCard or American Express) or PayPal. By submitting your order via the Site, you agree to pay the purchase price for the items you selected plus any applicable shipping and handling costs, and applicable sales tax. Taxes indicated on the Site at checkout may be pre-estimates only. The final amount of tax payable by you will be set out in a transactional email sent to you after your order is processed. If you meet the criteria for tax-exempt status, you will be required to pay applicable sales tax at checkout, however please contact us (see section 14 for contact information) and we will refund the applicable tax paid upon the submission of appropriate documentation and information evidencing entitlement to sales tax exemption.
  
- (iv) **Delivery.** We will deliver the products you purchased to a common carrier at our warehouse for shipment to the destination in Canada that you select (we do not ship products ordered from this Site outside of Canada); other details regarding shipping and delivery (including how to shop country-specific websites) are described in our Shipping Policy. You receive title and you bear all risks of loss and damage to the products from the time we deliver the products to the carrier at our warehouse.
  
- (v) **Cancellations, returns.** We do not accept any cancellations or returns except as specified in our Return Policy or required by applicable law.
  
- (vi) **User Account.** If you purchase products through an account that you establish on the Site you are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of products through the use of the Site that occur under your account or your account password. You agree to immediately notify HUGO BOSS of any unauthorized use of your password or your account or any other breach of security. HUGO BOSS has the right to disable any account or password at any time, for any reason.

## 12. Indemnification

To the extent permitted by law, you agree to indemnify and hold HUGO BOSS and its affiliates harmless from any liability, loss, claim, expense, and cost, including reasonable attorneys' fees, arising from or related to your use of this Site, your breach of these Terms and Conditions, your alleged or actual infringement of any third party's rights including any intellectual property rights, and/or your content submissions, including User Content, made by you through the Site or by anyone using your account. You shall use your best efforts to cooperate with HUGO BOSS in the defence of any claim for which indemnification is provided herein. HUGO BOSS reserves the right to control exclusively its own defence as well as any matter otherwise subject to indemnification by you.

### **13. Miscellaneous**

- (i) **Entire Agreement.** These Terms and Conditions (including all policies incorporated by reference) constitute the entire, full and complete agreement between yourself and HUGO BOSS with respect to your use of the Site and any product purchases.
- (ii) **Amendment.** HUGO BOSS reserves the right at any time and from time to time to change the present Terms and Conditions and to modify or discontinue temporarily or permanently, the Site (or any part thereof) with or without notice. This also includes modifying or completely ceasing specific offers and services with a cost obligation. You agree that HUGO BOSS shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site.
- (iii) **Severability.** Each section, paragraph, part, term, and/or provision of these Terms and Conditions shall be considered severable; and if, for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such provision shall not impair the operation, or have any other effect upon, other provisions of these Terms and Conditions as may remain otherwise intelligible, and the latter shall continue to be given full force and effect to bind you and HUGO BOSS; and said invalid provisions shall be deemed not to be part of these Terms and Conditions.
- (iv) **Waiver.** Any failure by HUGO BOSS to insist upon or to enforce strict performance of any right or provision of the Terms and Conditions does not constitute a waiver of any right or provision.
- (v) **Governing Law.** With the exception of residents of the Province of Quebec, the Terms and Conditions shall be interpreted, construed and governed by the laws of the Province of Ontario, Canada and the federal laws applicable therein without regard to any principles of conflicts of

laws. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory law of the province or territory in which you reside. If you are a resident of the Province of Quebec, the Terms and Conditions shall be interpreted, construed and governed by the laws of the Province of Quebec and the federal laws applicable therein, without regard to any principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Terms and Conditions or to the transactions contemplated by the Terms and Conditions.

(vi) **Forum Selection.** Unless you are a resident of the Province of Quebec, you agree to irrevocably attorn, and agree to submit, to the exclusive jurisdiction of the courts of the Province of Ontario, located in the City of Toronto, for the resolution of any disputes arising under or in any way related to the Terms and Conditions and waive any objections based on forum. If you are a resident of the Province of Quebec, you agree to irrevocably attorn, and agree to submit, to the exclusive jurisdiction of the courts of the Province of Quebec for the resolution of any disputes arising under or in any way relating to the Terms and Conditions and waive any objections based on forum.

(vii) **Language.** The Terms and Conditions are available in both English and French. To the extent of any inconsistencies between the English and the French versions of the Terms and Conditions, the English language Terms and Conditions shall govern. Upon purchasing any product(s) from the Site, you will receive transactional emails, including order confirmations, shipping confirmations, invoices, return confirmations, stock cancellations and/or payment cancellations, where applicable. The language of the transactional emails will be in the language in which you transacted on the Site.

(viii) The present Terms and Conditions can be downloaded as PDF.

## 14. Contacting us

Please e-mail us at [service-ca@hugoboss.com](mailto:service-ca@hugoboss.com) or call us at +1 866-503-4587 24 hours a day, 7 days a week.

During the hours stated on the Site, you may also engage in a Live Chat with a HUGO BOSS representative. For more information on how your information may be collected or used when using the Live Chat function, please see the [Privacy Policy](#).

