GENERAL CONDITIONS OF SERVICE

1 INTRODUCTION

This document (together with the documents referred to herein) sets out the conditions governing the purchase of products through the website www.massimodutti.com (hereinafter "Conditions") by consumers within Germany.

You should carefully read these Conditions, our Cookies Policy and our Privacy Policy (hereinafter collectively referred to as “Privacy Policy”) before purchasing any Products. By placing an order through this site, you agree to these conditions and to our privacy policy. If you do not agree to the conditions and to the privacy policy, you cannot use this website.

These conditions can be changed by us. You are obliged to read through the conditions regularly, because the conditions that apply at the time a contract is concluded (see below) apply in each case.

If you have any questions about the Conditions or the Privacy Policy, you can contact us using our web form.

You can conclude the contract (see below) in either German or English.

2 OUR DETAILS

The sale of goods via this website is carried out by Massimo Dutti Deutschaland B.V. & Co. Ltd., a German company with a registered office at Mönckebergstraße 11, 20095 Hamburg, registered in the commercial register of the district court of Hamburg under HRA 113586, with VAT identification number DE 279 020 319.

3. YOUR INFORMATION AND THE USE OF THIS WEBSITE

The information and personal data you provide will be processed in accordance with data protection regulations. By placing an order through this website, you agree to the processing of the information and details and assure that all information and details submitted are correct and accurate.

4 USES OF OUR WEBSITE

By placing an order through this website, you agree:

i. to only use the website for legitimate inquiries and orders.

ii. not to place false or fraudulent orders. If we have a reasonable basis to believe that such an order has been placed, we have the right to cancel the order and to notify the relevant authorities.

iii. to provide us with your correct and complete email address, postal address and/or other contact information and you further agree that we may use this information to contact you, if necessary, in connection with the order that you placed (see our privacy policy).

If you do not provide us with all the information we require, you will not be able to place an order.

By placing an order through this website, you are ensuring that you are at least 18 years of age and capable of entering into legally binding contracts.

5. SERVICE AVAILABILITY

The goods offered on this website are only available for deliveries within Germany; except Helgoland and Büsingen.

If you would like to order products from another EU Member State outside Germany via this website, you are of course welcome to do so; however, the ordered products can only be delivered to a Massimo Dutti branch in Germany or to a delivery address within Germany (with the exception of Helgoland and Büsingen).

6. CONCLUSION OF CONTRACT

The information contained in these conditions and the data contained on the website do not constitute an offer to sell, but an invitation to conclude business. No contract for any product will take place between you and us until your order has been expressly accepted by us. If we do not accept your offer, any amount already debited from your account will be fully refunded.

To place an order, you must complete the online purchase process. A detailed description of the purchase process can be found in the Buyer's Guide. Once you have added one or more items that you want to purchase to your shopping cart, you can proceed with the order. To do this, follow the steps of the purchase process by completing or reviewing the information required for each step. In addition, during the purchase process and before payment, you can change the details of your order and correct any errors that may have occurred. The next step is to process the order and make the payment. The ordering process is completed by clicking on the "Order with obligation to pay" button. You will then receive an email from us acknowledging receipt of your order ("Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to buy one or several products from us. All orders require an acceptance from us, which takes place by sending an e-mail to you, stating that the order was sent ("Shipping

Confirmation"). The contract for the purchase of a product ("Contract") shall only be concluded once we have sent you the Shipping Confirmation.

The contract applies only to those items listed in the dispatch confirmation. We are not obligated to supply you with further articles ordered until the dispatch of these articles has also been confirmed in a further dispatch confirmation.

If you are registered as a user, you can find a list of all the orders you have placed under "My Account".

7. REJECTION OF RESERVATION

We reserve the right to withdraw any products from the website, and to remove or modify any material or content thereon, at any time. Whilst we always endeavour to process all orders received by us, exceptional circumstances may mean that we may have to refuse to process an order after an order confirmation has been sent. We reserve the right to do so at any time at our discretion.

We will not be liable to you or to any third party for the removal of any products or alteration of any material or content of this website, or for our refusal of an order after an order confirmation has been sent.

8. DELIVERY

All orders for products are subject to their availability. Except in the event of exceptional circumstances, we will endeavour to deliver the products listed in the dispatch confirmation before the delivery date stated therein or, if no delivery date is stated, within the estimated time indicated when selecting the dispatch method, and in any event within a maximum of 30 days to be delivered from the date of dispatch confirmation.

Despite this, there may be delays due to customised items, the occurrence of unforeseen circumstances or because of the delivery area.

The virtual voucher card (hereinafter "eCard") is delivered on the date you specified when you placed the order.

If, for any reason, we are unable to meet the delivery date, we will inform you and give you the option of either proceeding with the purchase by re-arranging a new delivery date or cancelling the order with a full refund of the amount already paid. Please note that we do not deliver to your home on Sundays. The eCard is the only exception. It will be sent to your email address on the date you have selected on our website.

For the purposes of these conditions, "delivery" is deemed to have been made or the order to be "delivered" as soon as you or a third party designated by you have/has taken possession of the goods. This is evidenced by signing the acknowledgement of receipt of the order at the

delivery address you provided. The eCard is deemed to have been delivered as specified in the terms of use of the voucher card and in any case at the time it is sent to the e-mail address you have provided.

9. UNDELIVERABLE DELIVERY

If your order cannot be delivered after several attempts for reasons beyond our control, it will be returned to us. In this case, we assume that you want to withdraw from the contract, which then automatically turns into a return obligation. As a consequence, we will refund all payments received from you, including delivery costs, immediately, but no later than 14 days after cancellation (with the exception of additional costs resulting from the fact that you have chosen a different delivery method than the standard delivery method offered by us).

This clause does not apply to the eCard, the delivery of which is subject to the terms of the Gift Card Terms of Use and the terms of clause 8 above.

10. TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS

From the time of delivery, the risk of accidental loss and accidental deterioration of the products passes to you.

Ownership of the products will only be conferred to you upon full payment of all amounts due for the products, including delivery charges, or upon delivery (see clause 8 above if this is later).

11 PRICE AND PAYMENT

11.1 GENERAL

The purchase price of the products corresponds to the price stated on our website at all times, unless there is an obvious error. Whilst we endeavour to ensure that all prices quoted on the website are correct, errors may occur. If we discover an incorrect price for a product you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and you will receive a full refund of any amounts already paid.

We have no obligation to sell you any product at an inaccurate lower price (even if we have already sent you a dispatch confirmation) if the error in the price is obvious and undeniable and the inaccuracy in the price was reasonably apparent to you as an error.

The prices shown on the website include VAT but exclude delivery costs. These will be added to the total amount due, as per the delivery cost details in our Buyer's Guide. The total price,

including the purchase price of the products, delivery costs and VAT will be displayed before the final placement of your order.

Prices are subject to change at any time. However, unless otherwise provided above, such price changes will not affect any orders you have placed, for which we have already sent you an order confirmation.

If you pay via PayPal, you will be charged at the time we confirm your order.

By clicking on the "Order with obligation to pay" button, you confirm that you are the legal owner of the credit card or voucher card or eCard.

Credit cards are subject to validity checks and approval queries by the respective credit card company. If this does not authorise the payment to us or to the service provider entrusted with the payment processing according to No. 11.2, we are not liable for delays or non-deliveries and may not be able to enter into a contract with you.

11.2 PAYMENT PROCESSING

The limited partnership Massimo Dutti Deutschland B.V. & Co. has entrusted Fashion Retail S.A., with registered office in A Coruña (Spain), Avenida de la Diputación, Edificio Inditex, Arteixo, registered in the Companies Register of A Coruña, number 3425, page 49, C-47731.

1. entry, tax identification number A-70301981, with the processing of payments and reimbursements.

Payment can be made with Visa, MasterCard, American Express, Klarna and PayPal. In addition, you can pay the entire amount or a part of it with a voucher card or eCard.

To minimise the risk of unauthorised access, your credit card data is encrypted. As soon as we have received your order, we or the service provider commissioned for this task will request a preliminary approval of the payment from your bank, in order to ensure that the funds needed to conclude the transaction are available. Your credit card will not be charged until the time your order leaves our warehouse.

11.3 AN ORDER USING ELECTRONIC DEVICES

If you wish to place the order within a Massimo Dutti shop by using an electronic device provided by us, you must follow the steps displayed on the device during the purchase process. You can adjust all the details of your order during the ordering process. In this context, you can, for example, choose the payment method or whether you want to order the selected items as a gift, if available, before completing your order. Please note that by pressing the "Order with obligation to pay" button, you commit to paying for your order. Payment can be made with Visa, MasterCard, American Express, Klarna and PayPal. In addition, you can pay the entire amount or a part of it with a voucher card or eCard. You can also pay for your order at the checkout in the respective Massimo Dutti branch. In this case, you have the option of using all the payment options offered in the respective branch.

12 SHOP AS A GUEST

You can also make purchases on this website using the Shop As a Guest function. In such a purchase process, only the data essential for the processing of your order will be requested. Upon completion of the purchase process, you will be given the choice to register as a user or to continue as an unregistered user.

13 FAST DELIVERY

If you have chosen “deliver to shop” as your delivery method, we will let you know after you have placed your order if our expedited delivery service is available for the items in your order. Because this service is dependent on inventory and other factors, this option cannot be guaranteed for every order you place. If we have informed you that "Fast Delivery" is available, your order will be ready for collection at your selected Massimo Dutti shop earlier than the estimated delivery date stated in our Buyer's Guide on our website. In this case, we will inform you of the earliest possible collection time once your order has been prepared in store.

You can either collect the order yourself (by providing the order number and proof of your identity) or authorise someone else to collect the order on your behalf. In this case, the authorised person must provide the order number and proof of his or her identity.

These terms, as well as the other provisions of these general terms and conditions, apply to you if you make a purchase and have been able to use the “fast delivery” service.

14 QUICK BUY

The Quick Checkout feature (hereinafter "Quick Checkout") makes it easier for you to make purchases through this website by not having to enter delivery, billing and payment information for each purchase. You will find "Quick Purchase" in the "Shopping Basket" area.

To use Quick Buy, you need to sign up for a customer account and save your card details. You can do this when paying with any credit card accepted by this website by clicking on "Save my card details". The following card data is then stored: Card number, cardholder name (exactly as it appears on the card) and expiry date. If you use Quick Buy, payment must be made by credit card.

In order to save your card details and to use Quick Buy, you must accept the applicable privacy policy and terms.

By agreeing to use the Quick Buy feature, you consent to purchases made through the Tool being charged on the appropriate card linked with it. In all cases, the use of the card is subject to the conditions agreed in writing between you and the card issuer.

You can save the data of a maximum of 15 cards under Quick Buy. To do this, you must pay at least once with each card. If you choose to save data from more than one card, the card with data that was last saved will be considered your "preferred card" and will be charged by default for purchases made through Quick Buy. However, you can change your "Preferred Card" associated with Quick Buy under "My Account" on this website.

To use Quick Buy, all you have to do is click on the “Quick Buy” button that appears in the shopping cart. A window will then appear with the delivery, billing and payment details for your purchase. The data contained in this window cannot be edited. If the data is incorrect, you will not complete a purchase. If you make purchases using different details, please do not use the quick purchase service.

15 RIGHTOF WITHDRAWAL AND RETURNS

15.1 STATUTORY RIGHT OF WITHDRAWAL

If you conclude a contract as a consumer, you have the right to revoke it within the statutory cancellation period without giving reasons.

The cancellation period is 14 days from the day on which you or a third party designated by you, who is not the carrier, took possession of the goods or, in the case of several items in separately delivered packages, 14 days from the day you or a third party designated by you, who is not the carrier, took possession of the last package.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from the contract by means of a clear statement (e.g. telephone or e-mail) in one of the following ways. For this, you can also opt to use our model cancellation form, which is not mandatory.

By Email: contact.de@massimodutti.com

By Telephone: 0800 1888110

By Web Form:

To meet the cancellation deadline, it is sufficient for you to send your communication regarding the exercise of the right of cancellation before the cancellation period has expired.

The right of withdrawal does not apply to:

- Contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.
- Contracts for the supply of sound and/or video recordings or computer software in a sealed package, if the seal has been broken after delivery,

- Contracts for the delivery of sealed goods, which, for reasons of health protection or hygiene, are not suitable for return if their seal has been removed after delivery.

Consequences of Revocation

If you cancel this contract, we will refund all payments received from you including delivery costs to the original place of delivery (except for the additional costs resulting from your choosing a different type of delivery than the standard delivery that we offer), immediately and in any case no later than 14 days from the day on which we received notification of your cancellation of this contract. For this refund, we use the same form of payment that you used in the original transaction. In no case will you be charged for this refund. Notwithstanding the above, we may refuse to issue a refund until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods immediately and in any event within 14 days from the date on which you notified us of your revocation of the contract. The period shall be deemed to have been complied with, if you despatch the goods prior to the expiry of the period of 14 days.

The return of the goods is free of charge for you if you use one of the following two options:

i. Return to the shop:
You can return any item to any Massimo Dutti shop in Germany, provided that it has the same area as the item you wish to return belongs to. In this case, we ask you to present the e-ticket in the store, next to the item to be returned, which will be attached to the delivery confirmation email received for the item in question and which is also saved in your account on the website, or the Massimo Dutti App (if you have an iOS phone). You can present the e-ticket either in digital form on your mobile phone or in printed form.

ii. Return to collection points:
Moreover, you can also request a return to a collection point in Germany (delivery to the post office or a packing station). After the application has been checked, you will receive a confirmation email and the 8 stamped returned slip to print out and stick on the package. To apply for the stamped return slip, proceed as follows: Please log in and follow the instructions in "My Account > Returns". If you do not have a massimodutti.com customer account, please use the link that you received in the order confirmation as well as in the dispatch confirmation email.

iii. Returns by courier:

If you wish to return the items via a courier appointed by us, you must contact us via our web form or by telephone on the number 0800 1888110. We will offer you to have the items picked up by a courier at your home (within Germany). The cost of the return will be deducted from the amount due to you immediately prior to the refund. Follow the instructions below, which you will find on our website under “MY ACCOUNT > RETURNS.”

Please note that you cannot use this return method for goods that you have paid for at the shop checkout.

Please note that you can only return goods that you bought in a Massimo Dutti shop in Germany using an electronic device provided by us and paid for at the shop checkout free of charge in a Massimo Dutti shop in Germany.

If you choose to return the items to us by "cash on delivery", please note that we are entitled to charge you for any costs incurred.

If you decide to return the goods to us at your own expense or by "cash on delivery", we kindly ask you to enclose a printout of the e-ticket, which you received attached to the shipping confirmation email for the respective item and is also available in your account on the website or the Massimo Dutti app (if you have an iOS phone), which is to be enclosed with the return in printed form.

We will inspect the returned items and inform you of your right to a credit for the amounts paid. Credit will be given as soon as possible, in any case, within 14 days from the date on which we received notice of your withdrawal. Notwithstanding the above, we may refuse to issue a refund until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier. The refund is always made with the same payment method that you used to pay for the purchase.

You only hav to pay for any loss in value of the goods if this loss in value is due to the handling of the goods that was not necessary in order to check the condition, properties and functionality of the goods.

15.2 CONTRACTUAL RIGHT OF RETURN

In addition to the statutory right of withdrawal for consumers and users in accordance with Clause 15.1 above, we grant you a contractual right of return. This enables you to return the items to us within a period of one month from receipt of the delivery confirmation email and by presenting the e-ticket.

In order to exercise your right of return, it is sufficient if you return the goods to us free of charge using one of the following options:

i. Returns in the shop:

You can return any item to any Massimo Dutti shop in Germany, provided it has the department the garment came from. In this case, in addition to the item to be returned, you must present the e-ticket attached to the shipping confirmation e-mail received for the item concerned and also stored in your account on our website or in the Massimo Dutti App (if you have an iOS phone). You can present the eticket either in digital form on your mobile phone or in printed form.

ii. Returns to a collection point:

You can also request a return at a collection point in Germany (delivery to the post office or to a packing station). After your request has been verified, you will receive a confirmation email and a stamped return receipt to print out and to stick on the package. To apply for the stamped return slip, proceed as follows:

Please log in and follow the instructions in "My Account > Returns". If you do not have a massimodutti.com customer account, please use the link that you received in the order confirmation as well as in the dispatch confirmation email.

iii. Returns by courier

If you wish to return the items via a courier appointed by us, you must contact us via our web form or by telephone on the number 0800 1888110. We will offer you to have the items picked up by a courier at your home (within Germany). The cost of the return will be deducted from the amount due to you immediately prior to the refund. Follow the instructions below, which you will find on our website under

"MY ACCOUNT > RETURNS."

Please note that you cannot use this return method for goods that you have paid for at the shop checkout. Please note that you can only return goods that you bought in a Massimo Dutti shop in Germany using an electronic device provided by us and paid for at the shop checkout free of charge in a Massimo Dutti shop in Germany.

If you choose to return the items to us by "cash on delivery", please note that we are entitled to charge you for any costs incurred and that you must enclose a printout of the e-ticket, which you received attached to the shipping confirmation email for the respective item. This is also available in your account on the website or the Massimo Dutti app. (if you have an iOS phone).

Garments must be in their original, unused condition with the original interior tags intact.

We will inspect the returned items and inform you of your right to a refund for the amounts paid. The refund will be given as soon as possible, in any case, within 14 days from the date on which you have returned the item. The purchase price will be refunded in the same way as when you bought it. Therefore, the EC card or the credit card with which payment was made will be required. If a gift voucher is presented, you will receive a credit card that is only valid in Germany for an indefinite period of timeto purchase goods in all Massimo Dutti shops or on http://www.massimodutti.com. The balance on the credit card can neither be refunded nor paid out.

Please note that you can only exercise your right of return for products that are returned in the same condition as you received them. If use of an item goes beyond mere examination, e.g., which may be the case in a real shop, no refund will be given for damaged items or items that are not in the same condition as when you received them.

Unfortunately, underwear and swimwear without a hygiene protection sticker, earrings, stockings, accessories without the original packaging, customised items, fragrances whose original seal has been removed and goods purchased abroad cannot be returned or exchanged.

If the item you have purchased is a voucher card, the general terms and conditions of use for voucher cards apply.

This right of exchange and return, which is independent of defects and granted by us, applies in addition to your statutory warranty claims.

If you have any questions, you can contact us via our web form or call us on 0800 1888110.

15.3 RIGHT OF CANCELLATION AND RETURN FOR ORDERS FROM ABROAD

We would like to inform you that under no circumstances (with the exception of cases of statutory warranty rights to which this regulation does not apply) are we obliged to reimburse delivery costs to locations other than the original delivery address or return costs from outside Germany.

16. EXCHANGES

If you decide that a Massimo Dutti item that you have purchased is in the wrong size or colour for you, then you may be able to request a change in its size or (if the item is available in multiple colours) colour, without having to pay an additional delivery charge for the new item being sent to you, provided that you return the original item and you make the request within 30 days from the date on which you receive the Shipping Confirmation. This option is irrespective of your right of withdrawal, which will continue to exist legally and contractually.

You can request the change of size or colour via the "Orders and Exchanges" section of "My Account" on this website. You should select the new size or colour of your Massimo Dutti item, and provided that (1) it is the same item; (2) its price on this website is equal to the price that you paid for the original item (3) the means of payment that you originally used is one of those specified as such in these Terms; and (4) the item to be exchanged is not a personalised product; then you will be able to request the change in size or colour. Please note that the option for you to change the size or colour of your original item will only be displayed as being available to you when all of these conditions are met.

Once you have requested the exchange, and selected the appropriate return method, you must return the original item, either to any Massimo Dutti store in Germany or we also offer you to have the items picked up by a courier at your home (within Germany). You must return the item without any undue delay, and in any event within a maximum period of calendar days from making the exchange request via this website. Neither of these options for returning the item will generate additional costs for you.

If you want to return the original Massimo Dutti item at any Massimo Dutti store in Germany, you must present, as well as the original item, the e-ticket that was attached to the Shipping Confirmation, which is also saved under your account on our website, and on the Massimo Dutti mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket. If you want to return the item from your home, we offer you to have the items picked up by a courier.

After you have chosen your return method, we will aim to send your new order to you, of the item in its revised size, within 2-3 working days from the date of request of the exchange, and in any event within a maximum of 30 days from that date. This option will not present an extra cost to you. The new order is governed by the provisions of these Terms, including your ability to exercise your right of withdrawal. Please note that if after 14 calendar days from the date of the exchange request made via this website, you have not returned the original item, we are entitled to charge you the costs corresponding to the new order placed, subject to the provisions of these Terms.

17. LIABILITY AND DISCLAIMER

Claims on your part for damages are excluded. Exceptions to this are:

i. Damage from injury to life, limbs or health which is based on a breach of duty on our part or a breach of duty by one of our legal representatives or assistants, and
ii. other damages based on an intentional or grossly negligent breach of duty on our part or one of our legal representatives or assistants.

In the event of a negligent breach of contractual obligations, the fulfilment of which is essential for the proper execution of the contract and the observance of which you as a customer can regularly rely on (so called cardinal obligations), our liability is limited to compensation for the foreseeable, typical damage.

The provisions of the Product Liability Act remain unaffected.

Subject to the preceding section and unless otherwise stipulated in these terms and conditions, in the case of contracts with companies, particularly in the sense of § 14 BGB, we take no liability for the following losses:

i. loss of earnings or sales

ii. business losses

iii. loss of profit or contract

iv. losses of Expected Savings

v. loss of data transmitted to us and

vi. loss of administrative or office time

The limitations of liability do not apply if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item. The same applies if we have made an agreement with you about the nature of the item.

The provisions contained in the clause do not affect your rights as a consumer and customer, nor your right to withdraw from the contract.

18. WARRANTY

All product descriptions, information and materials provided on this website are provided "as is" and without warranties of any kind, either express or implied, except as provided by law. If you conclude a contract in this sense as a consumer or customer, we are obliged to deliver goods in accordance with the contract. Goods are in conformity with the contract if they (i) correspond to our description and quality as shown on our website, (ii) are suitable for the purposes for which articles of this type are usually used, and (iii) are of the quality as described in this type of item, as is commonly and reasonably to be expected.

The products sold by us - particularly handcrafted products - frequently display the characteristics of the natural materials used during manufacturing. These characteristics - such as variations in fibres, texture, knots and colours - are not regarded as faults or damage. We only select the highest-quality products. However, natural characteristics are unavoidable and should be accepted as part of the individual nature of the item.

19. INTELLECTUAL PROPERTY

You hereby acknowledge and agree that we or our licensor shall at all times retain all copyright, trademark and all other intellectual and industrial property rights in any material or content made available to us as part of the website. You are only permitted to use this material in accordance with the explicit approval that has been granted by us or our licence grantor. This provision shall not prevent you from using our website to the extent necessary in order to copy data in connection with your orders or contact details.

20. VIRUSES, PIRACY AND COMPUTER ATTACKS

You must not knowingly misuse this website by introducing any virus, trojan horse, worm, logic bomb or other software or material which is harmful or technologically harmful. You will not attempt to gain unauthorised access to this website, the server on which this website is made available, or any server, computer or database connected to this website. You agree not to attack this website via a denial-ofservice attack or a distributed denial-of service attack.

Failure to comply with this clause may constitute the commission of a criminal offence under applicable regulations. We will report any such violation of this law to the appropriate

authorities and will work with them to track down attackers. If you breach this clause, your authority to use this website will be revoked immediately.

We will not be liable for any damage or loss resulting from a denial of service attack, virus or any other software or material which is harmful or technologically harmful to your computer, equipment, data or materials obtained while using this website or downloading content from this website or any linked website.

21. LINKS ON OUR WEBSITE

Subject to the regulations on the limitation of liability, we are not liable for the content and design of third- party websites linked to our website. The links are for informational purposes only and represent an additional service. In particular, we do not adopt the content of the linked websites as our own. In addition, there is no obligation on our part to regularly check the content of the linked websites. At the time of linking by us, no illegal content was recognisable on the linked websites.

22. WRITTEN MESSAGES

Applicable law requires that some of the information or communications we send to you must be in writing. By placing an order through this website, you accept that communication with us will be primarily electronic, such as email. For contractual purposes, you consent to this form of electronic communication and you confirm that all contracts, invoices, notices, information and other communications that we provide to you in electronic form, as compliance with any legal requirement that such communications be in writing, must be seen. This provision does not affect your statutory rights.

23. MESSAGES

Any messages you send to us should preferably be sent to us via our web form. Subject to the provisions of clause 21 above and unless otherwise specified, we may send you messages either by email or by post to the postal address which you provided to us when you placed an order.

A message will be deemed received and duly given within 24 hours after an email is sent or three days after the date of posting of any letter. In order to prove receipt of communications sent, proof is sufficient that - in the case of a letter - this letter was properly addressed, stamped and sent, and - in the case of an e-mail - that this e-mail was sent to the specified e-mail address of the recipient.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding for you as well as for us and for our respective successors, assignees and heirs.

You are not entitled to transfer or otherwise dispose of a contract or any of your rights or duties in relation to such a contract without our prior written consent.

During the term of the Contract, we may, at any time, transfer or otherwise dispose of the Contract and all our rights or obligations under the Contract. If there is a complete replacement of the contracting party on our side or at least a complete transfer of all our obligations to a third party, you have the right to withdraw from the contract. For the avoidance of doubt, such transfer, assignment or other disposition shall not affect your statutory rights as a consumer, as applicable, and shall not nullify, reduce or otherwise limit any statutory warranties or warranties given to you, express or implied.

25. FORCE MAJEURE EVENTS

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any contract that is caused by events beyond our reasonable control ("Force Majeure Event").

Force majeure includes any act, event, non-occurrence, omission or accident beyond our reasonable control, including amongst others the following cases:

i. strikes, lockouts or other industrial action
ii. civil unrest, riot, invasions, terrorist attacks or threat of terrorist attacks, war (whether declared or not) or the threat of, or preparation for, war
iii. fire, explosions, storms, floods, earthquakes, collapses, epidemics or other natural disasters
iv. the impossibility of using railways, ships, airplanes, motor transport or any other public or private means of transport
v. the impossibility of using public or private telecommunication systems
vi. the introduction or amendment of legislation, decrees, laws, regulations of any government or authority
vii. any strikes, breakdowns or accidents at sea or with inland transport, the postal service or any other form of transport

Our obligation to perform is deemed to be suspended for the period for which the force majeure event continues and we are entitled to an extension of the performance period equal to the duration of that period. We will use our best endeavours to end the force majeure event or to find a solution that will enable us to perform our obligations under the contract despite a force majeure Event.

26. DISCLAIMER

If at any time during the term of the contract we fail to insist on strict performance of your obligations under the contract or under these conditions, or if we fail to exercise any right or remedy to which we are entitled under the contract or these conditions, it does not constitute a waiver of, or limitation of, any such rights or remedies, and it shall not relieve you of your obligation to comply with them.

A waiver by us of any particular right or remedy shall not constitute a waiver of any other right or remedy under this agreement or under these conditions.

No waiver by us of any of your obligations under this agreement or these conditions will be effective, unless you are expressly notified that it is a waiver by us and such notice is in writing, as set out in the notices section above.

27. SCOPE OF CONTRACT

These terms and any document referred to in them (Privacy Policy, Cookies Policy) constitute the entire contract between you and us in relation to the purpose of the contract and supersede any prior agreement, understanding or arrangement between you and us, whether or not they were made orally or in writing.

You and we agree that neither you, nor we will, upon concluding any contract, rely on any statement or understanding made by the other party or arising out of any particulars or documents of the negotiations between you and us, deviate prior to the conclusion of the contract of the agreement, unless expressly stated in these conditions.

Neither you nor we shall have any remedy in respect of any misrepresentation made by the other party, whether oral or in writing, prior to the date of the conclusion of the contract (unless such misrepresentation was made fraudulently). The other party's sole remedy shall be the remedy for breach of contract, as provided in these conditions.

28. OUR RIGHT TO CHANGE THESE CONDITIONS

We have the right to revise and change these conditions at any time.

You will be subject to the rules, conditions and privacy policy in effect at the time you place an order, except when changes in the rules, conditions or privacy policy is being required by law or government authority. In this case, any changes will also apply to orders previously placed by you.

29. LAW AND JURISDICTION

The use of our website and all contracts for the purchase of products via our website are subject to German law.

All disputes arising out of, or in connection with the use of the website or these agreements shall be subject to the exclusive jurisdiction of the German courts.

Your rights as a consumer under German law remain fully applicable.

30. COMMENTS AND SUGGESTIONS

We always welcome your comments and suggestions. Please send us all your comments and suggestions via our web form.

If you see any infringement to your rights as a buyer, you can send your complaint by email to contact.de@massimodutti.com to reach an out-of-court agreement.

If you have made an online purchase via our website, we hereby inform you, in accordance with European Regulation (EU) No. 524/2013, that you are entitled to pursue an out-of-court settlement of theconsumer dispute via the online dispute resolution platform, which is located at the Internet address "http://ec.europa.eu/consumers/odr/".

We are neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.

In addition, official claims forms are available to consumers and customers. You can request this by calling 0800 1888110 or using our web form.

Last update on 15/07/2025