

PURCHASE CONDITIONS FOR THE MASSIMO DUTTI WEBSITE

1. INTRODUCTION

This document (together with the documents mentioned in it) establishes the conditions governing the use of this website and the purchase of products on it (hereinafter the "Conditions"). We urge you to read the Conditions, Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions, and by our Data Protection Policies. So if you do not agree with all of the Conditions, you must not use this website. These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of use of the website or formalization of the Contract (as defined further on) shall be applied. The Contract may be executed, at your option, in any of the languages in which the Conditions are available on this website.

2. OUR INFORMATION

This website is operated under the MASSIMO DUTTI name by FASHION RETAIL, S.A, with a capital of 100 000 €, a Spanish company with registered address at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry , with VAT No. FR01 792811713 with the following Email address: contact@massimodutti.com, and the following phone number 0 800 91 65 97 (A toll free call depending on your mobile network).

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information and personal details that you provide us about yourself shall be processed in accordance with the Data Protection Policies. When using this website, you consent to the processing of this information and details and declare that all the information and details you provide us are true and correspond to reality.

4. USE OF OUR WEBSITE

When using this website and placing orders through it, you promise to:

1. Use this website to make legally valid enquiries and orders only.
2. Not to place any false or fraudulent orders. If it can be reasonably considered that an order of this type has been placed, we are authorized to cancel it and inform the relevant authorities.
3. Provide us with your e-mail address, postal address and/or other contact information. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not give us all the information we need, we will be unable to process the order. When placing an order through this website, you declare that you are over 18 years old and have the legal capacity to enter into contracts.

5. SERVICE AVAILABILITY

The items offered on this website are only available in Monaco.

6. ENTERING INTO THE CONTRACT

The information contained in these Conditions and the details contained in this website do not constitute an offer of sale, but an invitation to enter into contract. No contract will exist between you and us with regard to any product until your order has been expressly accepted by us. If your offer is not accepted and a charge has been made to your account, its amount will be refunded in its totality. To place an order, you must follow the online purchasing process and click "Authorize payment". Following this, you will receive an e-mail confirming receipt of your order (the "Order Confirmation "). Bear in mind that this does not signify that your order has been accepted, as the order itself constitutes an offer which you have made to us to purchase one or more products. All orders are subject to our acceptance, of which you will be informed by means of an e-mail in which we confirm that the product is being sent (the "Shipment confirmation "). The contract between us for the purchase of a product (hereinafter the "Contract") will only be formalized when we send you the Shipment Confirmation. Only the products listed in the Shipment Confirmation shall be subject to the Contract.

An electronic ticket with your order details shall be attached to the Shipment Confirmation (the "Eco-ticket").

We are not obliged to provide you with any other product that has not been ordered until we confirm that these have been sent in a Shipment Confirmation.

7. PRODUCT AVAILABILITY

All product orders are subject to their availability. To this effect, if difficulties occur regarding the delivery of products or if there are no articles in stock, we reserve the right to provide you with information about replacement products of a quality and value equal to or greater than that which you may have ordered. If you do not wish to place an order for these replacement products, we will reimburse you any amount which you may have paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to withdraw any product from this website at any time and to remove or modify any of its material or content. Although we will do everything possible to always process all the orders, exceptional circumstances, such as fabrication issues, stock issues, payment incident, fraud or fraud attempt linked to the use of the website, may arise which oblige us to reject the processing of an order after having sent the Order Confirmation. In this case, if your account has already been debited, the reimbursement (including delivery charges) will be paid without any undue delay. The refund will always be paid using the same payment means you used to pay for your purchase. In any event, you will not incur any charges as result of such reimbursement.

We therefore reserve the right to do so at any time, at our sole discretion. We will not be liable to you or to any third party for the act of withdrawing any product from this website, regardless of whether said product has been sold or otherwise, for withdrawing or modifying any material or content from the website, or for refusing to process an order after we have sent the Order Confirmation.

9. DELIVERY

Except as provided in Clause 7 above with regard to the availability of the products, and except where extraordinary circumstances arise, we will try to send the order consisting of the product/s listed in each Shipment Confirmation before the delivery date that appears in the Shipment Confirmation in question, or if no delivery date is specified, within 30 days from the date of the Order Confirmation. However, delays may occur for any of the following reasons:

- personalization of the products;
- unforeseen circumstances; or
- delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make deliveries on Saturdays, Sundays or bank holidays. For the purposes of these Conditions, it will be understood that the "delivery" has been made or that the order has been "delivered" at the moment the order has been signed for at the agreed delivery address.

10. IMPOSSIBILITY OF DELIVERY

If after two attempts it is impossible for us to deliver your order, we will try to find a safe place to leave it. In addition, we will leave a note indicating where your order is and what to do in order to collect it. If you are not going to be at the place of delivery at the agreed time, please contact us to agree on another day. If 30 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand that you wish to cancel the Contract and we will consider it resolved. As a consequence of the cancellation of the Contract, we will reimburse you for the price paid for such products as soon as possible, and in all cases, within a maximum of 14 days from the date on when which we consider the Contract to be cancelled.

In these cases, we will be authorized to charge you for the transport costs deriving from delivery and Contract cancellation costs.

11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery. You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

12. PRICE AND PAYMENT

The price of the products will at all times be that stipulated on our website, except in the case of manifest error. Although we try to ensure that all the prices appearing on the website are correct, errors may occur. If we discover an error in the price of any of the products you have ordered, we will inform you as soon as possible and we will give you the option to reconfirm your order at the correct price or to cancel it. If we are unable to contact you, the order will

be considered cancelled and the amounts that have been paid will be reimbursed in full. We are not obliged to deliver you any product at an incorrect lower price (even if we have sent the Shipment Confirmation) if the error in the price is obvious and unequivocal and could have been reasonably recognized by you as an incorrect price. The prices on the website include VAT, but exclude delivery costs, which are added to the total amount owed as explained in our Help Section. The prices may change at any time, but (except in that established above) potential changes will not affect orders for which we have already sent a Shipment Confirmation. Once you have made your purchases, all the articles you wish to buy will have been added to your basket and the next step will be to process the order and make the payment. To do this:

1. Click on the " Basket" button at the top of the page.
2. Click the " Go to your shopping Basket" button.
3. Click on the "Process Order" button.
4. Complete or check the contact details, the details of your order, the address to which you want the order to be sent and the address to which the bill must be sent.
5. Enter your credit card details.
6. Click "Authorize Payment".

The procedure for Fast Checkout (as described below) is as indicated in the Article 12.2 below.

You can pay using Visa, Mastercard, American Express and PayPal.

To minimize the risk of unauthorized access, your credit card details will be coded. Once we have received your order, we will pre-authorize your credit card to ensure that there are sufficient funds to complete the transaction. Your card will be charged at the moment when your order leaves our warehouses. If you are paying with PayPal, the charge will be made at the moment when we confirm the order. When you click "Authorize Payment" you are confirming that the credit card is yours.

We use standard technical measures to ensure that the payment has been made in a secure way.

Credit cards are subject to checks and authorizations by their issuing entity, but if said entity does not authorize the payment, we will not take responsibility for any delay or lack of delivery and we will not be able to formalize any Contract with you.

An invoice in electronic format will be made available on our website in the section "my account", which you agree on.

12.1 BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

An invoice in electronic format will be made available by clicking on the PDF document indicated in the order confirmation email, which you agree on.

12.2 FAST CHECKOUT

Using the fast checkout tool (hereinafter, "Fast Checkout"), you will be able to make your purchases on our website more easily, without having to enter delivery, invoicing and payment details for each purchase. The Fast Checkout option will be available in the Shopping Basket section. To use Fast Checkout, you must save your card details. You can do so when you pay with any of the cards accepted on this website by checking the "One-click shopping". This implies storing the following details for your card: Card number, card holder as it appears written thereon and card expiry date. You must accept the current Conditions and Privacy Policy in order to save your card's details and use the Fast Checkout option. When you accept use of the Fast Checkout option, you are authorizing the purchases to be charged to the card entered on this tool. Card usage will, in any event, be governed by the conditions subscribed between yourself and your card issuer. You can save the details of as many cards as you like in the Fast Checkout tool, but to do so you must make at least one payment with each one. If you wish to save the details of more than one card, the details of the card most recently saved will be considered your "Favorite Card", to which your purchases made using Fast Checkout will be charged by default. You can, however, modify your Favorite Card in the "My Account" section on this website. To use Fast Checkout, simply click on the "Fast Checkout" option that will appear in the Shopping Basket. The delivery, invoicing and payment details for your purchase will come up immediately onto the screen. The information shown on this screen cannot be edited, therefore if there is a mistake, you must not complete the purchase. Do not use Fast Checkout if you want to make purchases using other details. You can modify your Favorite Card associated with the Fast Checkout option by going to the My Account section of this website. The provisions of this clause shall not apply if you buy goods as a guest.

13. VALUE ADDED TAX

In accordance with current regulation, all purchases made through our website will be subject to Value Added Tax (VAT).

In this respect and in accordance with Chapter I of Title V of the 2006/112 Council Directive, dated 28 November 2006 in accordance with the common system of VAT, deliveries made in the member State that appears on the delivery address for the articles, will be charged the VAT rate that is legally valid in each member State according to the destination of the articles chosen in each order.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes.

If this is the case, no VAT will be charged by Fashion Retail, S.A., without affecting the customer's obligation to account for the VAT attributable to them.

Deliveries to the Canary Islands, Ceuta or Melilla are exempt from VAT due to provisions set forth in article 146 of the aforementioned Directive, without affecting the application of corresponding taxes and duties according to the current regulations each case.

14. CHANGES/RETURNS POLICY

14.1 LEGAL RIGHT OF WITHDRAWAL

In accordance with the applicable regulations, if you are contracting as a consumer, you may cancel the Contract (except when its subject is any of the products which are excluded from the right to cancel in Clause 14.3 below) at any time within a period of 7 calendar days from the delivery date of your order. In this case, the price paid for such products will be refunded as soon as possible and at the latest within 30 days following the date when the right has been exercised. You will be responsible for the direct costs of returning the product when the return is not carried out by the free means mentioned in clause 14.3 below. You may provide evidence at the exercise of the right to cancel in any form admitted under Law, with in all cases this right being considered validly exercised by sending the cancellation document which we provide you or by returning the products. This provision does not affect other consumer rights recognized by current legislation.

14.2 CONTRACTUAL RIGHT TO CANCEL

Apart from the legally recognized consumer and user right to cancel mentioned in Clause 14.1 above, we grant you a period of 30 calendar days from the date of the Shipment Confirmation to return products (except those mentioned in Clause 14.3 below, excluded from the right to cancel). In this case, the price paid for such products will be refunded as soon as possible and at the latest within 30 days following the date when the right has been exercised. You will be responsible for the direct costs of returning the product when the return is not carried out by the free means mentioned in clause 14.3 below. You must exercise your right to cancellation by sending the cancellation document that we provide you or by returning the products.

14.3 COMMON PROVISIONS

You do not have the right to cancel the Contract whose subject is the delivery of any of the following products:

- Personalized articles.
- Music CDs/DVDs without their original packaging.
- Items containing a seal for hygienic reasons that has been broken after receipt.

Your right to cancel the Contract will apply exclusively to those products which are returned in the same condition as they were in when they were received. Please return the article using or including the original packaging.

You must also include all instructions, documents and wrappings of the product. No refund will be made if the product has been used beyond its opening or has suffered any damage. Therefore you must be careful with the products while they are in your possession.

Exchanges may only be made for the same article in a different size or color.

You can make returns at any MASSIMO DUTTI store in the country where your product was delivered if such exists or by a messenger/courier that we will send to your home.

(i) Returns at MASSIMO DUTTI store in Monaco.

You may return the products at any of our MASSIMO DUTTI shops in the country where your product was delivered if such exists in Monaco. In this case, you must go to any of these stores and deliver the article along with the Eco-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website, and on the Massimo Dutti mobile app. You can present the Eco-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the Eco-ticket.

(ii) Returns by courier.

You must contact us using our return request so that we may organize a pick up at your home. You must return the goods in the same package in which you received them, following the instructions you will find in the "EXCHANGES AND RETURNS" section on this website.

Neither of the two options shall be at any additional cost to you. If you do not wish to return products using the available free options, you will be responsible for the return cost. We urge you to return the product as soon as possible, together with a print-out of the Eco-ticket that was attached to the Shipment Confirmation. Please bear in mind that if you decide to return the articles to us postage due, we will be authorized to charge you any expenses we may incur. After examining the article we will inform you of whether you are authorized to be reimbursed for the amounts paid. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. The refund will always be paid using the same payment means you used to pay for your purchase. If you have any questions, you can contact us using the contact form or by calling the telephone number 0 800 91 65 97 (A toll free call depending on your mobile network).

14.4 RETURNS OF DEFECTIVE PRODUCTS.

In cases where you consider at the time of delivery that the product does not conform with that stipulated in the Contract, you must contact us immediately using our contact form, providing the details of the product as well as the damage it has suffered, or by calling the telephone number : 0 800 91 65 97 (A toll free call depending on your mobile network) where we tell you how to proceed. You can return the product at any of our MASSIMO DUTTI stores in Monaco, if such exists together with the Eco-ticket that you can show to us in digital form on your mobile device or that you can print it out or by delivering it to a messenger who we will send to your home. We will examine the returned product thoroughly and inform you by e-mail within a reasonable period whether it is to be returned or replaced (where appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 30 days from the date on which we send you an e-mail confirming that the refund or replacement of the product is going ahead. The amounts paid for any products returned due to any damage or defect, where applicable, will be reimbursed in full, including delivery charges incurred as a result of sending the article to you. The refund shall be paid by the same payment means you used to pay from the purchase. All rights recognized in current legislation shall be safeguarded.

15. RESPONSIBILITY AND EXONERATION FROM RESPONSIBILITY

We, under these present terms and conditions, shall not be held liable in the case of the non-execution of our obligations would be caused by an act of a third party, your fault or by a case of "Force majeure" such as defined by case-law.

Notwithstanding the above, our responsibility is not excluded or limited in the following cases:

- In case of death or personal injury occasioned by our negligence;
- In case of fraud or fraudulent misinterpretation; or
- In any matter in which it is illegal or illicit for us to exclude, limit or attempt to exclude or limit our responsibility.

Due to the open nature of this website and the possibility of errors being produced in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website unless expressly established to the contrary therein.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favor of consumers and users. The provisions of this clause will not affect your legal rights as a consumer and user, nor your right to cancel the Contract.

16. INTELLECTUAL PROPERTY

You recognize and consent that all copyright, registered trademark and other intellectual property rights over the materials or contents provided as part of the website at all times correspond to us or to those who grant us permission for their use. You may use said material only to the extent that we or the usage licensors expressly authorize it. This does not prevent you from using this website as necessary in order to copy the information about your order or Contact details.

17. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

You may not make any undue use of this website by means of the intentional introduction of viruses, Trojans, worms, logic bombs or any other malicious or damaging technological program or material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service. Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will cooperate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT

equipment, data or materials as a result of using this website or downloading content from it or from websites to which this site redirects you.

18. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. We therefore accept no responsibility for any damage or loss deriving from their use.

19. WRITTEN COMMUNICATIONS

The regulations in force require that some of the information or communications we send you must be in writing. When using this website, you accept that most of the communications with us will be electronic. We will contact you by e-mail or we will provide you with information by posting notices on this website. For contractual purposes, you consent to use this electronic communication method and recognise that all contracts, notifications, information and other communications which we send you electronically meet the legal requirements of being in writing. This condition will not affect your rights recognized by Law.

20. NOTIFICATIONS

The notifications you send us should preferably be made using our contact form. Pursuant to the provisions in clause 19 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order. It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. To prove that the notification has been made, in the case of a letter it will be sufficient to prove that it had the correct address, it was properly stamped and that it was duly posted at a post office or in a letter box, and in the case of an e-mail, that it was sent to the e-mail address specified by the receiver.

21. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Contract is binding for both you and us, as well as for our respective successors and assignees. You may not transmit, assign, encumber or in any other manner transfer a Contract or any of the rights or obligations deriving from it for or to you without having received our prior written consent. We may transmit, assign, encumber subcontract or in any other manner transfer a Contract or any of the rights or obligations deriving from it for or to us at any time during the validity of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

22. EVENTS OUTSIDE OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure") as defined by case-law.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

23. WAIVER

Lack of requirement on our part for strict compliance on your part with any of the obligations you have assumed under the Contract or these Conditions or our failure to exercise the rights or actions which may correspond to us under said Contract or Conditions, will not result in any waiver or limitation with regard to said rights or actions, nor will it exonerate you from meeting such obligations. The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions. No waiver on our part of any of these Conditions or of the rights or actions derived from the Contract will take effect, unless it is expressly established that it is a waiver and is formalized and communicated in writing in accordance with that established in the Notifications section above.

24. SEVERABILITY

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

25. ENTIRE AGREEMENT

These Conditions and all documents to which they expressly refer constitute the complete agreement between you and us with regard to their subject and replace any other prior pact, agreement or promise convened between you and us verbally or in writing. We and you acknowledge having consented to enter into the Contract without reliance on any declaration or promise made by the other party or which may be inferred from any declaration or document in the negotiations filed by both parties before said Contract, except that which appears expressly mentioned in these Conditions. Neither you or we will be able to take legal action regarding any untrue declaration made by the other party, verbal or in writing, prior to the date of the Contract (except where said declaration has been made in a fraudulent manner) and the only legal action which the other will be able to take will be due to a breach of contract in accordance with the provisions of these Conditions.

26. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in force at the moment when you use this website or place each order, except where by Law or decision of government bodies we have to make retroactive changes to these policies, Conditions or Privacy Policy, in which case the possible changes will also affect any orders you may have placed previously.

27. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the purchase contracts through said website are governed by Spanish legislation.

Any dispute which may arise with regard to the use of the website or said contracts will be subject to the non-exclusive jurisdiction of the Spanish courts and tribunals or the jurisdiction of the state in which you are domiciled.

If you are contracted as a consumer, nothing in this clause will affect the rights recognized you by the legislation in force.

28. COMMENTS AND SUGGESTIONS

Your comments and suggestions are very welcome.

Please send us these comments and suggestions by means of our contact form. We also have official complaint sheets available to customers and users. You can request these by calling the telephone number 0 800 91 65 97 (A toll free call depending on your mobile network) or by means of our contact form.

Last updated on 16th October 2024

Annex

Withdrawal Form

(only fill in and send this form if you wish to withdraw from the contract)

For the attention of Fashion Retail, S.A. trading as MASSIMO DUTTI, Polígono Inditex. Av. Verge de Montserrat, S/N I 08490 Tordera - Barcelona - SPAIN

I hereby give notice that I withdraw from my contract of sale for the following goods:

Ordered/received on (*)

Consumer's name:

Consumer's address:

Consumer's signature (only if form is submitted on paper)

Date

(*) Delete as necessary