

**TERMS AND CONDITIONS OF USE AND PURCHASE of MASSIMO DUTTI WEBSITE  
(www.massimodutti.com/pe) and APP**

**1. INTRODUCTION**

This document (jointly with all the documents mentioned herein) establishes the terms and conditions governing the use of this website (www.massimodutti.com/pe) and the purchase of products on it (hereinafter, the "Conditions"), regardless of the software program, digital media, support or device through which it can be accessed. Please read these Terms and Conditions and our Privacy and Cookies Policy ("Privacy and Cookies Policy") carefully before using this website. By using this site or placing an order through it, you agree to be bound by these Terms and Conditions and our Privacy and Cookie Policy, so if you do not agree with all of them, you should not use this site.

If you have any questions regarding these Terms and Conditions or the Privacy and Cookie Policy, you can contact us through our contact channels.

The contract may be concluded, according to your choice, in any language in which the Terms and Conditions are available on this website.

**2. OUR INFORMATION**

The sale of products through this website is carried out under the name MASSIMO DUTTI by Retail Moda Perú S.A.C., identified with Taxpayer No. 20611581956, with domicile and apartment at the address: Calle El Parque No. 149 (Second Floor) SAN ISIDRO – Lima, province of Lima, registered in the Electronic Entry No. 12691569 of the Registry of Legal Entities of Lima and with phone number +51 1 4352009.

**3. YOUR INFORMATION AND VISITS TO THIS WEBSITE**

The information or personal details you provide us about yourself will be treated in accordance with the provisions of Law No. 29733, Law on Personal Data Protection, its Regulations and the Privacy and Cookies Policy. By using this website, you agree to the processing of such information and data and declare that all information or data you provide are truthful and accurate.

**4. USE OF OUR WEBSITE**

By using this website and placing orders through it, you agree to:

- i. Use this website only to make legally valid inquiries or orders.
- ii. Not place any false or fraudulent order. If we reasonably believe that such an order has been placed, we shall be entitled to cancel it and inform the relevant authorities.
- iii. Provide us with your email address, mailing address and/or other contact information truthfully and accurately. Furthermore, you agree that we may use this information to contact you if necessary (see our Privacy Policy). If you do not provide us with all the information we need, we will not be able to fulfill your order.

By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

**5. SERVICE AVAILABILITY**

The products offered through this website are only available for shipment within the Peruvian territory.

## **6. HOW TO PLACE AN ORDER**

To place an order, you must follow the online purchase procedure and click on “Authorize Payment”. After this, you will receive an e-mail acknowledging receipt of your order (the “Order Confirmation”). We will also inform you by e-mail that the product is being shipped (the “Shipping Confirmation”).

## **7. TECHNICAL MEANS FOR CORRECTING ERRORS**

In case you detect that an error has occurred when entering your personal information during your registration as a user of this website, you can modify them in the “My Account” section.

In any event, you will be able to correct errors related to the personal information provided during the purchase process by contacting customer service by the chat accessible through the website, as well as to exercise the right of rectification contemplated in our Privacy and Cookies Policy.

This website displays confirmation windows in various sections of the purchase process that do not allow you to proceed with the order if the information in these sections has not been provided correctly. Likewise, this web page offers details of all the items you have added to your basket during the purchase process, so that, before making any payment, you will be able to modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, through the contact channels provided on our website.

## **8. PRODUCT AVAILABILITY**

All orders are subject to product availability. If there are difficulties in the supply of products or if there are no items in stock, we will refund the amount that you may have paid within 30 days to the payment method used in the transaction.

## **9. DELIVERY**

Unless there are circumstances arising from the customization of the products, or unexpected or extraordinary circumstances occur, we will ship the order containing the product(s) listed in each Shipping Confirmation within the period indicated on the website according to the shipping method selected and, in any case, within a maximum of 15 calendar days from the date of the Order Confirmation.

If for any reason we are unable to meet the delivery date, we will notify you of this circumstance before the expiry of the maximum period mentioned above and will give you the option to proceed with the purchase by setting a new delivery date or to cancel the order with a full refund of the price paid within 30 days to the payment method used in the transaction. Please be aware, in any case, that we do not deliver to your home on Saturdays, Sundays and holidays.

For the purposes of these Terms and Conditions, “delivery” or the order shall be deemed to have occurred or the order to have been “delivered” at the time when you or a third party indicated by you acquires physical possession of the products, which shall be evidenced by the signature of the receipt of the order at the agreed delivery address.

## **10. FAILURE TO DELIVER**

If we are unable to deliver your order after three (3) attempts at the address indicated by you, we will take your order to the point defined by us. Likewise, we will leave you a note explaining where your order is and how to have it reshipped. If you will not be at the delivery point at the agreed time, please contact us to arrange delivery on another day.

In the event that 15 days after your order is available for delivery, 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 rescinded. As a consequence, we will refund to you all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a different delivery modality than the least expensive ordinary delivery offered by us) without undue delay and, in any event, with a maximum of 30 days from the date on which we consider the contract to be cancelled. Please note that the transportation resulting from the termination may have an additional cost, and we shall be entitled to pass on the corresponding costs to you.

## **11. TRANSFER OF RISK AND OWNERSHIP**

Products shall be the responsibility of the user from the moment of delivery.

You will acquire ownership of the products when we receive full payment of all amounts due in relation to the products, including delivery charges, or at the time of delivery (as defined in clause 9 above), whichever is later.

## **12. PRICE AND PAYMENT**

The prices on the website include IGV (General Sales Tax) but exclude shipping costs, which will be added to the total amount due as set out in our Buying Guide – Shipping.

Prices may change at any time, but (except as set out above) any changes will not affect orders in respect of which we have already sent you an Order Confirmation.

When you have selected all the items you wish to purchase, they will have been added to your shopping basket and the next step will be to process the order and complete the payment. To do this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested at each step. Additionally, during the purchase process, you will be able to amend the details of your order before making the payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section.

As payment method, you can use credit cards: Visa, Mastercard, Diners Club and American Express. In addition, you may pay all or part of the price of your purchase with a MASSIMO DUTTI voucher issued by Retail Moda Perú S.A.C.

By clicking on “Authorize Payment” you are confirming that the credit/debit card is yours.

To reduce the risk of unauthorized access, your credit card details will be encrypted. Credit cards will be subject to checks and authorizations by the credit card issuer, but if the credit card issuer does not authorize payment, we will not be liable for any delay or non-delivery and will not be able to enter into any contract with you.

## **13. QUICK PURCHASE**

The Quick Purchase function (hereinafter called “Quick Purchase”) simplifies the purchase process on this website, as you will not need to enter your shipping, billing and payment information for each purchase. Quick Purchase is available in the “Shopping Basket” section.

To use Quick Purchase, it is necessary that you have saved your credit card details. You can do this when making a payment with any of the cards accepted by this website by clicking on the “Save my card details” option. This will save the following card details: card number, cardholder's name as it appears on it and card expiration date.

In order to save your card information and use Quick Purchase, you must agree to the Terms and Conditions and the applicable Privacy and Cookie Policy.

By agreeing to use Quick Purchase, you allow purchases paid for using this function to be charged to the respective card that is associated with it. The use of this card will be subject to the terms and conditions written between you and the card issuer in all cases.

Data from as many cards as you wish can be saved for Quick Purchase. To do so, you must make at least one payment with at least one of them. If you want to save the details of more than one card, the one you have saved most recently will be considered your “Favorite Card” and is the one that will be used by default to pay with Quick Purchase. However, you can change your Favorite Card in the My Account section of this website.

To use Quick Purchase, simply click on the “Quick Purchase” button in the shopping basket. A screen will then appear with the shipping, billing and payment details of the purchase. The data on this screen cannot be changed. Therefore, if there is any error, do not complete the purchase process. To make purchases with other data, do not use the Quick Purchase service.

You can change your favorite Card associated with Quick Purchase in My Account section of this website.

#### **14. GENERAL SALES TAX AND INVOICING**

Pursuant to Peruvian law, the sale of goods in Peru is considered a taxable activity for purposes of this tax. Therefore, orders placed will be subject to the General Sales Tax (IGV) rate in effect at the time of purchase.

#### **15. RETURNS POLICY**

You will not be entitled to return any of the following products:

- Personalized items.
- Music CDs/DVDs without their original packaging.
- Goods sealed for health or hygiene reasons that have been unsealed after delivery.

However, except for the above products, you can return them within 30 days from the Shipping Confirmation, at any MASSIMO DUTTI store in Peru or through a carrier/courier that we will send to your home address.

##### Returns at MASSIMO DUTTI stores:

You can return the products to us at any of our MASSIMO DUTTI stores in Peru. In this case, you must go to any of these stores and hand in, jointly with the item, the e-ticket that you will have received attached to the Shipping Confirmation, which is also kept in your account on the website and in the MASSIMO DUTTI mobile application. You can present

the e-ticket by showing it digitally on the screen of your mobile device or by bringing it printed to the store.

#### Returns via carrier/courier:

You must contact us through our return request form so that we can arrange to pick it up at your home address. You must deliver the goods in the same package you received them, following the instructions you will find in the "RETURNS" section on this website.

Please note that if you decide to return the items to us through our courier service, we will be authorized to charge you for the costs of this service, which will be informed to you after contacting us.

Upon receiving the item, either by return to store or via carrier/courier, we will examine the item and let you know if you are entitled to a refund of the amounts paid. If returns are made through the courier service arranged by the company, we will be entitled to charge the cost of transportation, which will be deducted from the value to be returned.

The reimbursement will be made as soon as possible and at any event within 30 days from the date on which we inform you that you are entitled to a refund. However, we can withhold reimbursement until we have received the goods back, or until you have provided proof of return of the goods, whichever condition is met first.

You may choose to receive reimbursement by voucher. However, if you decline this option, the reimbursement will be made in the following way:

- If you have used a local card to make the purchase and have chosen a deferred payment method, you will be reimbursed by bank transfer.
- If you have not chosen a deferred payment method, you will receive the refund in the same payment method you used to pay for the purchase.

You will assume the cost and risk of returning the products to us, as indicated above. If you have any questions, you can contact us through our contact channels available on our website.

#### Returns of defective products

In cases where you consider that at the time of delivery the product does not conform to the contract, you should contact us immediately through our contact channels providing the product data, as well as the damage suffered, where we will tell you how to proceed.

The product can be returned at any of our MASSIMO DUTTI stores in Peru or by handing it over to a carrier that we will send to your home when you request the pick-up.

We will carefully examine the returned product and will inform you by e-mail within a maximum period of 15 working days whether a refund or a replacement (if applicable) is required. The refund or replacement of the item will be made as soon as possible and, in any case, within 30 days from the date on which we send you an e-mail confirming the refund or replacement of the non-conforming item.

The amounts paid for those products that are returned because of any tare or defect, when it actually exists, will be refunded in full, including delivery charges incurred to deliver it and the cost you would have incurred to return it to us. The refund will be made in the same payment method that was used for the purchase.

In any case, the rights recognized by the legislation in force in Peru shall remain unaffected.

## **16. WARRANTIES**

If you contract as a consumer and user, we offer legal warranty on the products we sell through this website, in terms legally established for each type of product, responding, therefore, for quality defects in them. The warranty period is six (6) months for all items in the store counted from the delivery of the product.

It is understood that the products are in accordance with the contract provided that (i) they comply with the description made by us and possess the qualities that we have presented on this website, (ii) they are suitable for the uses to which products of the same type are normally intended and (iii) they present the usual quality and performance of a product of the same type that are reasonably expected. In this sense, if any of the products are not in conformity with the contract, you must inform us following the procedure detailed in section 15.4 above and through any communication means provided for this purpose.

The products we sell, especially handcrafted products, may often have characteristics of the natural materials used in their manufacture. These characteristics, such as variation in grain, texture, knots and color, should not be considered defects or tares. Instead, their presence should be expected and appreciated. We select only the highest quality products, but natural characteristics are unavoidable and must be accepted as part of the individual appearance of the product.

## **17. LIABILITY AND DISCLAIMER OF LIABILITY**

Unless expressly provided otherwise in these Terms and Conditions, our liability in relation to any product purchased on our website shall be strictly limited to the purchase price of such product.

However, unless otherwise provided by law, we do not accept any liability for the following losses, regardless of their origin:

- (i) loss of income or sales.
- (ii) loss of business.
- (iii) loss of profits or contracts.
- (iv) loss of anticipated savings,
- (v) loss of data, and
- (vi) loss of management time or office hours

Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained from this website, unless it is otherwise expressly established here.

## **18. INDUSTRIAL AND INTELLECTUAL PROPERTY**

You recognize and agree that all Copyright, trademark and other industrial and intellectual property rights on the materials or contents provided as part of the website belong at all times to us or to those who granted us license for its use. You can make use of such material only in the manner expressly authorized by us or by those who granted us the license for its use. This will not prevent you from using this website to the extent necessary to copy your order information or contact information.

## **19. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS**

You shall not misuse this website by knowingly introducing viruses, Trojan horses, worms, logic bombs or any other technologically harmful or deleterious programs or materials. You will not attempt to gain unauthorized access to this website, the server on which it is hosted or any server, computer or database related to our website. You agree not to attack it through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause could lead to infringement of applicable law. We will report any breach of such regulations to the competent authorities and will cooperate with them to discover the identity of the attacker. Likewise, in the event of a breach of this clause, you will immediately cease to be authorized to use this website.

We will not be liable for any loss or damage resulting from a denial-of-service attack, viruses or any other technologically harmful or deleterious programs or materials that may affect your computer equipment, computer equipment, data or materials on account of your use of this website or your downloading of any content from or redirected to it.

## **20. LINKS FROM OUR WEBSITE**

In the event that our website contains links to other websites and materials from third parties, such links are provided for information purposes only and we have no control over the content of those. We therefore accept no liability for any loss or damage arising from their use.

## **21. WRITTEN COMMUNICATION**

The applicable law requires that some of the information or communication we send to you be in writing. By using this website, you agree that most of these communications with us will be electronic. We will contact you by e-mail or provide you with information by posting notices on this website. For contractual purposes, you consent to use this electronic communication means and acknowledge that all contracts, notices, information and other communications that we send to you electronically comply with legal requirements to be in writing. This condition will not affect your legal rights.

## **22. NOTIFICATIONS**

Your notifications to us must be sent by any means of communication provided for this purpose. Pursuant to the provisions of clause 21 above and unless it is otherwise stipulated, we may send communications either by e-mail or to the postal address provided by you at the time of placing an order.

Notifications shall be deemed to have been received and to have been properly made at the same instant they are posted on our website, 24 hours after an e-mail has been sent, or three days after the postmark date of any letter. To prove that the notification has been made, it will be sufficient to prove, in the case of a letter, that it was properly addressed, properly stamped and duly delivered at the post office or in a mailbox and, in the case of an e-mail, that it was sent to the e-mail address specified by the recipient.

## **23. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The contract is binding on both you and us, as well as our respective successors, assigns and assignees. You cannot transfer, assign, encumber or otherwise transfer the contract or any of your rights or obligations under the contract without our prior written consent.

We can transfer, assign, encumber, subcontract or otherwise transfer the contract or any of the rights or obligations arising therefrom, at any time during its term and to do so by acceptance of this contract confers its conformity. For the avoidance of doubt, such transfers, assignments, encumbrances or other transmissions shall not affect the rights, if any, that you, as a consumer, have recognized by law nor shall they annul, reduce or otherwise limit the warranties, whether express or implied, that we may have granted to you.

## **24. EVENTS BEYOND OUR CONTROL**

We will not be liable for any failure or delay in the performance of any of the obligations assumed, when such failure or delay is due to events beyond our reasonable control ("Fortuitous Event or Force Majeure"), in accordance with Section 1315° of the Peruvian Civil Code.

Fortuitous Event or Force Majeure shall include any act, event, failure to exercise, omission or accident beyond our reasonable control and among others, the following:

- a. Strikes, lockouts or other industrial action.
- b. Civil unrest, uprising, invasion, terrorist threat or attack, war (declared or undeclared) or the threat of or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d. Impossibility of using trains, ships, airplanes, motor transport or other means of transportation, public or private.
- e. Inability to use public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It will be understood that the obligations will be suspended during the period in which the situation of Fortuitous Event or Force Majeure continues, and we will have an extension in the deadline to fulfill such obligations for a period of time equal to the length of the Fortuitous Event or Force Majeure. We will use all reasonable means to bring an end or find a solution that will allow us to fulfill our obligations despite the Force Majeure Event.

## **25. WAIVER**

Our failure to require your strict performance of any of your obligations under any agreement or these Terms and Conditions or our failure to exercise any rights or remedies to which we may be entitled under any other agreement, or these Terms and Conditions shall not constitute a waiver or limitation of any such rights or remedies or relieve you from any such obligations.

No waiver by us of any particular right or remedy shall constitute a waiver of any other right or remedy under the Agreement or the Terms and Conditions. No waiver by us hereunder or of any right or remedy arising under the contract shall be effective unless it is expressly stated to be a waiver and is given and communicated to you in writing in accordance with the Notice section above.



## **26. PARTIAL INVALIDITY**

If any of these Terms and Conditions or any provision of the contract is declared invalid and without effect by a final decision issued by a competent authority, the other terms and conditions shall remain in force, without being affected by such declaration of invalidity.

## **27. COMPLETE AGREEMENT**

These Terms and Conditions and any documents expressly referred to herein constitute the entire agreement between you and us regarding the subject matter hereof and supersede any prior covenants, agreements or promises made between you and us orally or in writing.

You and we acknowledge that we have agreed to enter into a contract without having relied on any representation or promise made by the other party or that could be inferred from any statement or writing in the negotiations entered into by the two of us prior thereto, except as expressly mentioned in these Terms and Conditions.

Neither you nor we shall have any remedy in respect of any untrue statement made by the other party, whether oral or written, prior to the date of a contract (unless such untrue statement was made fraudulently) and the only remedy available to the other party shall be for breach of contract in accordance with the provisions of these Terms and Conditions.

## **28. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS**

We reserve the right to modify the Terms and Conditions. We will keep you informed if a material modification is made to those. Changes made will not be retroactive and, subject to possible exceptions on a case-by-case basis, will apply 30 days after the date of their publication in the corresponding announcement.

If you do not agree with these changes, we recommend that you do not use our website.

## **29. APPLICABLE LAW AND JURISDICTION**

The use of our website and contracts for the purchase of products through it shall be governed by Peruvian law.

Any dispute arising out of or relating to the use of the website, or such agreements shall be submitted to the jurisdiction of the courts and tribunals of Lima.

If you are contracting as a consumer, nothing in this clause shall affect your rights as a consumer under current legislation.

## **30. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS**

We welcome your comments and suggestions. Please send us these as well as any other question, complaint or claim through any of the communication means provided for this purpose.

Your complaints and claims submitted through the Complaints Book to our customer service will be dealt with as soon as possible and, in any case, within the legally established period. Likewise, they will be registered with an identification password that we will inform you of and that will allow you to follow up on them.

## Sample withdrawal form

**(You must complete and send this form only if you wish to withdraw from the contract)**

To the attention of Retail Moda Perú S.A.C. acting under the trade name MASSIMO DUTTI, domiciled at Calle El Parque No. 149 (Second Floor) SAN ISIDRO – Lima, province of Lima.

I hereby inform you that I withdraw from my contract of sale of the following good:

Ordered on/received on (\*):

Consumer's name:

Consumer's address:

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

Date:

(\* ) Delete as appropriate.

[End of document]

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