PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (hereinafter referred to as the "Conditions") together with the documents mentioned herein establishes the conditions that govern the use of this website (www.massimodutti.com/pl) and the purchase of products on it. By “website” in the scope of these Conditions – shall be understood also MASSIMO DUTTI application to which the Conditions are also applicable. Therefore, if you purchase products via said application, the Conditions apply in the same manner as to the website www.massimodutti.com/pl.

Please read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the “Data Protection Policies”) carefully before using this website. As a Consumer, you have to accept the Conditions before placing an order and once accepted, they stay binding to you for the said order. These Conditions may be modified, however new amendments will not have any impact on the conditions applying to the orders already placed. It is very important for you to read the Conditions and the Data Protection Policies every time the order is placed.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form available on the website. The contract between us to purchase a product via this website (hereinafter, the “Contract”) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

The contract for the purchase of products through this portal between us and the User will hereinafter be referred to as the "Agreement". The Agreement may be concluded at the User's discretion in any language in which the Regulations are available on this portal.

All provisions of the Regulations regarding the "Consumer" refer to Users who are natural persons who conclude Agreements with us:

- Not directly related to their business activities; or
- As sole traders, when these contracts are directly related to their business activity and their content shows that they do not have a professional character for these persons.

2. OUR DETAILS

Sale of goods through this website is carried out under the trading name “MASSIMO DUTTI” by Massimo Dutti Polska sp. z o.o. with its registered seat in Warsaw, Chmielna 69 (38th floor), zip code 00-801, Warszawa, entered into the registry of entrepreneurs maintained by the District Court for the City of Warsaw in Warsaw, XII KRS Commercial Division, under the number 0000295497, REGON: 141181759, NIP: 1070009337, with the share capital amounting to 15.916.600,00 PLN, (hereinafter also referred to as the “Massimo Dutti”).

Pursuant to the Act of 8 March 2013 on preventing excessive delays in commercial transactions (i.e., Journal of Laws of 2020, item 893) Massimo Dutti Polska sp. z o.o. declares that he has the status of a large entrepreneur.

You can contact us at: Chmielna 69 (38th floor), zip code 00-801 Warszawa, by e-mail: contact.pl@massimodutti.com, at the telephone number 800 702 881 or by mean of online communication WhatsApp or chat at www.massimodutti.com/pl.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

i. Use this website to make legally valid enquiries and orders only;
ii. Not to make any false or fraudulent orders. In case there is a suspicion the order is unfair, i.e. in case of stolen credit card or in similar case, we will try to contact you to verify our suspicions to reasonable extent, depending on the available contact details, and if the said suspicions are confirmed, we will cancel the order and inform you about it;

iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in Poland only.

If you wish to order products from another EU member state outside of Poland via this website, of course you are welcome to do so; however, the ordered products can only be delivered to the MASSIMO DUTTI store or a delivery address within Poland.

6. HOW TO PLACE AN ORDER

To place an order on this website (www.massimodutti.com/pl), you must follow the online purchasing procedure, i.e. add the products you wish to your shopping bag, check out (using your chosen payment method or as a guest customer) and click on "**Authorise payment**".

If, after placing an order, you realize that there is mistake in type, number of items you ordered or in other data, please call us **800 702 881** immediately. Once you have placed your order, you will receive an email confirming receipt of your order (the "**Order Confirmatio**n").

The order confirmation email does not signify our acceptance of your order; we are simply confirming that we received your order. Once we have processed your order and prepared it for shipping, we will send you an email stating that we have accepted your order, which will include the shipment details (the "Shipment Confirmation").

The decision to accept your order is in our sole discretion. Because we want to make sure that we have your product available, we won't accept your order until we have prepared your product for shipping. In most cases, this will be within twenty-four hours for items that are in stock. For items that are not in stock, you will receive the Order

Confirmation when the item becomes available and has been prepared for shipping, which in no event will be later than the “ships” timeframe presented to you at checkout.

Once we have sent and you have received the Shipment Confirmation, we form the Contract with you. Along with the Shipment Confirmation you will receive the content of these Conditions, which constitute a model contract. You can save and store the Conditions on your PC or other personal devices and play them in the ordinary course of operations. You can also download a file independently in a PDF format from our website:
https://static.massimodutti.net/3/static2/itxwebstandard/pdf/purchase_conditions/35009474/ general_conditions-1.pdf?20170309040130

Your order is also recorded and stored by our system. The accounting documents confirming the Contract are kept for a period of 5 years.
All that remains at that point is for us to deliver the product(s) to you, which is described in point 7 below.

The User shall be solely responsible for the accuracy and completeness of the data provided for invoice issuance.

By selecting a B2B purchase and providing a TAX ID, the User declares that they are duly authorized to act on behalf of the indicated entity and that the purchase is made on its behalf.

In the event of selecting a B2B purchase, the User declares that they are making the purchase in the name and on behalf of the indicated entity and that the purchaser’s data provided is accurate. The issued invoice reflects the data and the nature of the transaction in accordance with the information provided at the time of placing the order.

The seller shall not be obliged to amend invoice data where such data was incorrectly provided by the User at the time of purchase.

7. DELIVERY

We will deliver products specified in the Shipment Confirmation within the deadline indicated in it or, if the deadline was not specified in the Shipment Confirmation, then in time frame selected when choosing way of delivery, however not later than within **30 days** from the date of conclusion of the Contract. If in some exceptional situations we

expect that delay may occur, we will contact you to agree on deadline of delivery or, if you reject the suggested deadline, you can withdraw from the Contract. If the order is cancelled, all money paid will be returned without undue delay.

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order is "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

Please remember that the ordered products cannot be delivered to the address of the mailbox. Please also remember that the ordered products cannot be delivered to your address on Saturdays and Sundays.

As for the virtual gift card, we will deliver it on the date indicated by you when placing the order. The virtual gift card will be considered delivered as set out in the terms of use of the gift card and, in any case, at the time of sending this to the email address specified by you.

8. INABILITY TO DELIVER

If you are default in collecting the order, we will set an additional deadline to deliver it. If the order cannot be delivered within additional deadline, we have the right to cancel it (withdraw from Contract) and the Contract is considered to be terminated. If so, paid amounts of money will be returned without undue delay. This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 7 above.

9. 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 at the moment of delivery.

10. PRICE AND PAYMENT

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

You expressly authorise us to issue the invoice in electronic format.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders already placed.

Once you have selected all articles that you wish to buy, those will be added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Mastercard, American Express, IN Card, PayPal, P24 or BLIK (provided by PayU S.A.). Also, you can pay all or part of the price of your purchase with a gift card or a voucher of MASSIMO DUTTI issued by MASSIMO DUTTI Polska sp. z o.o.

If you are placing your **order through one of the electronic devices** that are available at certain MASSIMO DUTTI stores in Poland, you may also pay the price of your order in the cash till, with the possibility to use the following payment methods: cash, the cards: Visa, Mastercard, American Express, IN Card, gift card and voucher. To finalize your order, you have to go to the cash till at the store and pay for the picked products (using one of the abovementioned payment methods) **within an hour.**

To minimise the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order. When you click “Authorise payment”, you are confirming that the credit card is yours or that you are the rightful holder of the gift card or the voucher.Credit cards are subject to verification and authorisation by the card issuing entity, but if the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalise any Contract with you.

We hereby inform that payments made using cards: Visa, Mastercard, American Express, PayPal and P24 will be accepted by Spanish company FASHION RETAIL, S.A., with its registered address at: Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, item 1, tax identification number PL5263097755, in favour and on behalf of Massimo Dutti Polska sp. z o.o. being an affiliate of Fashion Retail, S.A. Fashion Retail, S.A. may refund any payments made through the mentioned channels if necessary.

Massimo Dutti Polska sp. z o.o. has granted Fashion Retail, S.A. a power of attorney and authorized Fashion Retail, S.A. to accept on behalf of Massimo Dutti Polska sp. z o.o. any payments for the purchases of products made via this online platform and collected in one of MASSIMO DUTTI shops in Poland as well as to refund any payments should such refund be necessary (provided that the payment has been originally collected by Fashion Retail, S.A.). All such payments are treated as if they were made in favour and on behalf of Massimo Dutti Polska sp. z o.o.

11.1. The functionality of buying items as a guest is also available on this website. For this type of purchase, we ask the User to provide us with the basic data necessary to complete the order. Upon completion of the purchase, we will offer the User the option to register on the Portal or remain an unregistered User. In order to manage a given order, a non-registered User may access it through a link sent in the Order Confirmation.

11.2. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the “View Basket” section. To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option.
This will result in the following card information being saved: card number, card holder name exactly as it appears on the card and card expiry date. To save your card information and use Express Checkout, you will have to accept the applicable Privacy Policy and Conditions. By agreeing to use Express Checkout, you authorise that purchases paid though the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases. You may save card information in Express Checkout for as many cards as you

like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favourite Card" and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the “My Account” section of this webpage. To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing, and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase. To make purchases using different details please do not use the Express Checkout service. You may change your Favourite Card linked to Express Checkout in the My Account section of this webpage. The provisions of this clause shall not apply if you buy goods as a guest.

12. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers the Canary Islands, Ceuta and Melilla.

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

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 would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT exempt as provided under article 146 of the above referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

13. EXCHANGE/RETURN POLICY

We would like to inform that in some cases, the refund to the Consumer referred to in point 13 may be made from a foreign bank account. The consumer's bank may then charge additional fees. However, the consumer is not obliged to incur any additional costs associated with such a refund. If the Consumer Bank charges any fees for making a transfer from a foreign account, please contact the Customer Service Department call at: 800 702 881 and submit documents confirming the charging of the above fees by the Consumer`s bank. Within 14 days of receiving the above documents, we will refund to the Consumer the fees collected by the Consumer`s Bank for the transfer from a foreign account.

14.1. Statutory right of withdrawal

If you are contracting as a Consumer, you have the right to withdraw from the Contract within **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the purchased product, or in case of multiple items in one order delivered separately, after **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

To exercise this right of withdrawal, you must notify us of your decision by making a statement to us that you withdraw from the Contract. Providing any reason is not required. To exercise the right of withdrawal, you may notify us at contact.pl@massimodutti.com, at the telephone number 800 702 881, or by writing on our contact form. You may use the model withdrawal form as set out in the Annex to these Conditions, but it is not obligatory.

If the Consumer serves a notice of withdrawal from the Contract electronically through the model withdrawal form or sending an email, we will send to such Consumer a confirmation of receipt of the notice of withdrawal on a durable medium (pdf).

<u>You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following products:</u>

i. Customized items;

ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;

iii. Goods delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Effects of withdrawal

In case of the statutory right of withdrawal, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of statutory right of withdrawal, if you select one of our return methods, the refund will take place without undue delay, not later than in **14 days** from the receipt of your notice of withdrawal. If you decide to return and send the purchased product(s) on your own (i.e. you have not selected methods of return offered by us), we can withhold the refund until we receive the returned product(s) or a proof that the returned product(s) has been shipped (whatever is earlier).

If you decide to return and send the product(s) on your own (i.e. you have not selected methods of return offered by us), you should deliver the returned product(s) to us (delivery at the address given in the Model withdrawal form i.e.: Pol. industrial INDITEX. Camino de Tordera a Palafolls S/N. Km.0.6 08490 Tordera. (Barcelona), Spain), not later than **14 days** from the day on which you communicate your withdrawal from the Contract to us. The deadline is met if you return the product(s) before this **14-day** period has expired. You will be responsible for the direct cost of returning the products.

Unless you hand the goods over in MASSIMO DUTTI store in Poland or unless by authorized parcel lockers ou shall bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

Upon cancellation, the respective products shall be returned as follows:

Returns at any MASSIMO DUTTI store:

You may return any product at any MASSIMO DUTTI store in the country where your product was delivered with due section to which the product belongs. In such case, you should go to such store and present the product.

Returns using authorized parcel lockers:

You can make the returns by dropping the item off at a Drop point in Poland. In order to do this, you should select "Return in a parcel locker" as a return method from the "My account" tab, after which we will send you a return label by e-mail. .

The return label should be glued to the package, which should be placed in one of the authorized parcel lockers. The product should be placed in the same packaging in which it was sent. In case of doubt, follow the recommendations in the "Returns" tab on the portal.

If you made a purchase as a guest, he can use the return method via authorized parcel lockers by clicking on the link received in the e-mail - Order Confirmation. After verification, you will receive an e-mail with a return label. The return label should be glued to the package, which should be placed in one of the authorized parcel lockers.

Neither of the options above will entail any additional cost to you.

In addition to the above, free ways to return the product, the you may make a return:

Returns the product(s) by courier arranged by us:

You should contact us through our contact form or by telephone at 800 702 881 to arrange for the product to be collected at your home. If you have bought any goods as a guest, you may request returns by courier by phone, dialing 800 702 881.

We recommend returning products in their original packaging in order to prevent their damage. We also recommend returning product presenting the e-ticket that was attached to the Shipment Confirmation, which is also saved under your account on the website and on the MASSIMO DUTTI App. You can present the e-ticket either by showing it in a digital form on your mobile phone or by bringing to the store a print-out of the e-ticket. This is under your discretion. However, non-compliance with our recommendation does not impact exercising your statutory rights.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the consumer the costs which we therefore incur.

For orders paid for at the cash till of a physical store, in all cases **returns must be carried out at MASSIMO DUTTI physical stores.** In order to make the reimbursement using the same means of payment you used for the initial transaction, i.e. payment by cash or by card at the cash till of a physical store, we will need respectively to refund you with the cash in person or we will need your card used for the initial transaction. To sum up, **to make a return and refund, we need you to come to the physical store (any MASSIMO DUTTI store in Poland) with the products you wish to return (and, if applicable, a card you used for the initial transaction).**

After the statutory period to withdraw lapsed (i.e. **14 days** from the receipt of the purchased product), you are entitled to withdraw from the Contract on the basis of contractual right of withdrawal (please see clause 14.2. below).

14.2. Contractual right of withdrawal

In addition to the statutory right of withdrawal for Consumers, referred to in clause 14.1 above, we enable you (whether you are a Consumer or not) returning the purchased product(s) within **30 - day** period, beginning from the day of receiving the Shipment Confirmation.

The right to withdraw from the Contract shall be entitled to you only for products that are returned in the same state or which reduced value does not exceed the minor faults that occurred while using them in a way not extending beyond what is necessary to establish the nature, characteristics and functioning of them.

We reserve the right to reject returns sent or communicated beyond the return period limit, or products which are not in the same condition in which they were received. We will not refund your money if the product does not meet the above requirements.

<u>You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following products:</u>

i. Customized items;
ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;

iii. Goods delivered in the sealed wrapping cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Effects of withdrawal

In case of the contractual right of withdrawal, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of the contractual right of withdrawal, if you select one of the free return methods, the refund will take place without undue delay, not later than in **14 days** from the receipt of the product.

Delivery costs will be reimbursed when the right of withdrawal is exercised within the contractual period and all the goods in which the relevant parcel consists of are returned. 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.

Upon cancellation, the respective products shall be returned as follows:

Returns at any MASSIMO DUTTI store:

You may return any product at any MASSIMO DUTTI store in the country where your product was delivered with due section to which the product belongs. In such case, you should go to such store and present the product.

Returns using authorized parcel lockers:

You can make the returns by dropping the item off at a Drop point in Poland. In order to do this, you should select "Return in a parcel locker" as a return method from the "My account" tab, after which we will send you a return label by e-mail.
The return label should be glued to the package, which should be placed in one of the authorized parcel lockers. The product should be placed in the same packaging in which it was sent. In case of doubt, follow the recommendations in the "Returns" tab on the portal.

If you made a purchase as a guest, he can use the return method via authorized parcel lockers by clicking on the link received in the e-mail - Order Confirmation. After verification, you will receive an e-mail with a return label. The return label should be glued to the package, which should be placed in one of the authorized parcel lockers.

Neither of the options above will entail any additional cost to you.

In addition to the above, free ways to return the product, the you may make a return:

Returns the product(s) by courier arranged by us:
You should contact us through our contact form or by telephone at **800 702 881** to arrange for the product to be collected at your home. If you have bought any goods as a guest, you may request returns by courier by phone, dialing **800 702 881** .

The return of the gift card is governed by the Terms of Use of the Gift Card.

For **orders paid for at the cash till of a physical store**, in all cases **returns must be carried out at MASSIMO DUTTI physical stores**. In order to make the reimbursement using the same means of payment you used for the initial transaction, i.e. payment by cash or by card at the cash till of a physical store, we will need respectively to refund you with the cash in person or we will need your card used for the initial transaction. To sum up, **to make a return and refund, we need you to come to the physical store (any MASSIMO DUTTI store in Poland) with the products you wish to return (and, if applicable, a card you used for the initial transaction).**

Please return the products using or including all their original packaging and other items, accompanying the products. We kindly ask you to return the product in a box and close it securely. The products have to be returned **along with the e-ticket** that was attached to the Shipment Confirmation, which is also saved under your account on the website and on the MASSIMO DUTTI App. You can present the e-ticket either by showing it in a digital form on your mobile phone or by bringing to the store a print-out of the e-ticket. It is under your discretion.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the consumer the costs which we therefore incur.

If you have any questions, you can contact us on our contact form or by calling 800 702 881.

14.3. Right of withdrawal and return for orders from abroad

If you have ordered products from outside Poland from another EU member state via this website the above clauses 14.1 and 14.2. apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Poland.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 14.3 to which this clause 15 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Poland.

15. COMPLAINT PROCEDURE IN CASE OF NON-CONFORMITY OF GOODS WITH THE CONTRACT

Craft or artistic products sold by us often have the properties of the natural raw materials used in their manufacture. We only choose products of the highest quality, but certain features are unavoidable. These features, such as differences in grain, texture, knots or colour may cause some small variations in the finish of the products. With regard for the above, we confirm, however, that no provision of this paragraph shall affect the statutory right under statutory warranty or the right to withdraw.

MASSIMO DUTTI store undertakes to provide you with a product that conforms to the contract of sale. The product is in conformity with the contract if, in particular, the following remain in conformity with the contract:
1) description, type, quantity, quality, completeness, functionality,
2) suitability for the specific purpose for which it is needed by you, of which you notified MASSIMO DUTTI store at the latest at the time of conclusion of the contract and which MASSIMO DUTTI accepted.
In addition, a product is in conformity with the contract when:
3) it is suitable for the purpose for which products of this type are normally suitable, taking into account applicable laws, technical standards or good practices
4) it is present in such quantity and has such characteristics (including durability and safety) as are typical for a product of this kind and which you may reasonably expect,

taking into account the nature of the product and our public assurances, in particular those made in advertising or on the label.

MASSIMO DUTTI store shall not be liable for the product's non-conformity with the contract in terms of items 3) and 4) above, if, at the latest at the time of the conclusion of the sales contract, you were expressly informed that a specific characteristic of the product deviates from the above requirements of conformity with the contract and you expressly and separately accepted the lack of the specific feature of the product.

If the product is not in conformity with the contract, you can demand repair or replacement.
MASSIMO DUTTI store may make a replacement when you request a repair or may make a repair when you request a replacement, if bringing the product into conformity with the contract in the way you choose is impossible or would require excessive costs.

MASSIMO DUTTI store will repair or replace the product as soon as possible and will inform you of the expected time for repair or replacement together with its response to the complaint.
The cost of repair or replacement shall be borne by MASSIMO DUTTI store, including taking back the product at its expense. If repair and replacement are impossible for MASSIMO DUTTI store or require excessive costs, MASSIMO DUTTI store may refuse to bring the product into conformity with the contract.

Under your warranty rights, you can make a statement to reduce the price or return the the goods (withdraw from the contract) when MASSIMO DUTTI store:
(1) refused to repair or replace the product,
(2) failed to bring the product into conformity with the contract, i.e. failed to repair or replace the product,
(3) despite repair or replacement, the product's non-conformity with the contract still exists,
(4) the lack of conformity of the product with the contract is so significant that it justifies the use of a price reduction or refund (withdrawal from the contract) immediately, without first requesting repair or replacement of the product,
(5) it is clear from MASSIMO DUTTI store's statement or circumstances that the product will not be brought into conformity with the contract within a reasonable time or without undue inconvenience to you.

MASSIMO DUTTI store is liable for the lack of conformity of the goods with the contract existing at the time of delivery and disclosed within 2 (two) years from that time; the claim to bring the goods into conformity with the contract is limited by statute of limitation of 6 years from the disclosure of the lack of conformity (the end of the statute of limitation period is the last day of the calendar year).

If you wish to fail a complaint about a product, please contact MASSIMO DUTTI store before sending it back to us. Complaint may be made orally in a stationary store, by telephone at 800 702 881 in writing by sending to ul. Chmielna 69 (38th floor), zip code 00-801 Warszawa, electronically by sending an e-mail to contact.pl@massimodutti.com or via the MASSIMO DUTTI APP. Regardless of the method of filing a complaint, MASSIMO DUTTI store shall immediately acknowledge its receipt by directing a message to the e-mail address, in the MASSIMO DUTTI app or in writing.

The content of the complaint should indicate the consumer's data, the goods to which the complaint relates, what the non-conformity of the goods with the contract consists of, the date of purchase, the date on which the non-conformity was noticed, the expected method of exercising the consumer's right. It is not necessary to present a receipt.

MASSIMO DUTTI store will respond to complaints within 14 days of receipt.

If the right to reduce the price is exercised, MASSIMO DUTTI store has to refund the amount due immediately, no later than within 14 days from the date of receipt of the price reduction statement. MASSIMO DUTTI store will refund the price difference using the same method of payment that you used when purchasing the product, unless you expressly agree to a different method of return that does not incur any costs.

In case of return of the product (withdrawal from the contract) you are obliged to immediately return the product via courier or parcel post. The cost of return shall be borne by MASSIMO DUTTI store.

MASSIMO DUTTI store will return the price (together with the delivery costs and costs of shipping to us) to you immediately, no later than within 14 days. MASSIMO DUTTI store will refund the price using the same method of payment that you used when purchasing the product, unless you expressly agree to a different method of return that does not incur any costs.

If the price for a non-conforming product has not yet been paid by you, you may withhold payment of the price until MASSIMO DUTTI has brought the product into conformity with the contract.

MASSIMO DUTTI store does not grant guarantee. The above rights result from the Consumer Rights Act (Article 43c et seq.).

16. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You should not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You should not attempt to make unauthorised access to this website, the server on which the site is housed or any server, computer or database related to our website. You should not attack this website through any attack of denial of service or an attack of distributed denial of service.

17. NOTIFICATIONS

The notifications that you send us may be sent through our contact form or via an e-mail or in written form (a letter).

18. PARTIAL ANNULMENT

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.

19. OUR RIGHT TO MODIFY THESE CONDITIONS

You are subject to the Data Protection Policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said Data Protection Policies and/or Conditions. Please be informed, however, that the changes will not affect already concluded Contracts.

20. APPLICABLE JURISDICTION

All disputes arising out of use of this website or the Contract or related to them are subject to the jurisdiction of the Polish courts.

21. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact.pl@massimodutti.com in order to seek an out-of-court settlement.

If the User is a consumer, they have the right to use out-of-court methods of handling complaints and pursuing claims, in particular, the Consumer is entitled to:

- submit a request to a permanent consumer arbitration court operating at the relevant Provincial Inspector of the Trade Inspection (Inspekcja Handlowa) for the resolution of a dispute arising from the concluded Agreement;

- submit a request to the competent Provincial Inspector of the Trade Inspection to initiate mediation proceedings aimed at an amicable settlement of the dispute;

- obtain free assistance in resolving a dispute between the Consumer and the Seller from a municipal (district) consumer ombudsman or from a consumer protection organisation, including in particular Federacja Konsumentów or Stowarzyszenie Konsumentów Polskich.

Detailed information on out-of-court complaint handling and redress procedures is available on the websites of the Trade Inspection authorities and from the competent local consumer ombudsmenEach complaint should include the Consumer’s full name, a description of the complaint, the reasons and the requested action to be taken. Complaints shall be handled without delay, not later than 14 days from their receipt.

Last updated on: 13.03.2026

You can download a copy of the model withdrawal form from the following link: PDF document.

11. ANNEX 1

Model withdrawal form

(complete and return this form only if you wish to withdrawal from the contract)

To Fashion Retail, S.A. acting in the name and on behalf of Massimo Dutti Polska sp. z o.o., at the following address " Panattoni Park Poznań West Gate II ul. Sowia 31, 62-080 Tarnowo Podgórne", or by email to contact.pl@massimodutti.com:

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

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(*) Delete as appropriate

(**) Delete if the form is not filled in by a natural person who has concluded a sales contract directly related to his business activity, when the content of this contract shows that he does not have a professional character for that person.

Annex 2

TERMS AND CONDITIONS OF USE OF
"MASSIMO DUTTI" APP FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on '**MASSIMO DUTTI**'s App (as defined below). These Terms are in addition and without prejudice to the Purchase Conditions of www.massimodutti.com/pl .

Features available on the App include: (i) the option to purchase goods via MASSIMO DUTTI App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.massimodutti.com/pl ; (ii) the option to manage s documents (including VAT invoices) for purchases made on MASSIMO DUTTI online stores (the "Online Store") and, (iii) the option to receive, electronic confirmation of purchase, by showing at MASSIMO DUTTI Physical Stores the designated exclusive QR for such purposes. Both Physical Store and Online Stores are operated in Poland by the company Massimo Dutti Polska sp. z o.o., having its registered office in Poland, city of Warsaw, ul. Chmielna 69, 00-801, REGON 141181759, KRS 295497.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 Purchase of goods on www.massimodutti.com/pl via MASSIMO DUTTI APP

Customers can purchase goods on www.massimodutti.com/pl via MASSIMO DUTTI App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.massimodutti.com/pl which could be found here and to these Terms, both of which you need to accept upon purchasing any good.

1.2 Management of documents for purchases made on the Online Store

The documents (including VAT invoices) related to purchases made on the MASSIMO DUTTI Online Store will be stored on the App, specifically in the 'My Purchases' section.

1.3 Obtaining an electronic confirmation of purchase

When a making a purchase in Physical Stores, you may request electronic confirmation of purchase. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the electronic confirmation of purchase can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said confirmation, under the applicable Terms and Conditions, according to the commercial policy of MASSIMO DUTTI, and, in any event, in accordance with current legislation.

In any case, an electronic confirmation of purchase mentioned above is a non-fiscal proof of purchase sent electronically. It is not an electronic fiscal receipt within the meaning of art. 111 section 3a point 1 letter b of the Act of 11 March 2014 on tax on goods and services and § 2 points 1-3 of the Regulation of the Minister of Finance of 29 April 2019 on cash registers as it does not meet the requirements laid down therein and as such cannot be used as a fiscal (cash register) receipt for any purpose other than making a return or complaint in stationary stores of Massimo Dutti Polska Sp. z o. o. The respective fiscal receipt issued in accordance with provisions of law is delivered to customer in paper form at the moment of purchase at Physical Store.

If you choose to de-register as a user, you may request, during the de-registering process, that all the confirmations of purchases stored in the App be sent by email to an email address provided.

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of MASSIMO DUTTI App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using MASSIMO DUTTI App in its different features. You agree to use MASSIMO DUTTI App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of MASSIMO DUTTI App.
You will be liable in the following cases:
a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorized by you without our knowledge;
b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP.

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorized their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:
- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).
- Protection or identification technical devises that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorizes users to access and use the Properties in accordance with these Terms.

Users are not authorized to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes.

The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property.

The Company does not grant users any licenses or authorizations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licenses granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:
- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.