

## PURCHASE AND USE CONDITIONS

### 1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website ([www.massimodutti.com](http://www.massimodutti.com)) and the purchase of products on it (hereinafter referred to as the "Conditions"). We urge you to read the Conditions, our 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 our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, 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 formalisation of the relevant Contract (as defined further on) or of use of this website shall be those that apply. If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form. The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

### 2. OUR DETAILS

Sale of goods through this web page is carried out under the trademark "MASSIMO DUTTI" by "ITX BULGARIA EOOD", a limited liability company with registered address: Sofia, Lozenets region, 51 Cherni Vrah Blvd., Building 1, Floor 5, registered under Bulgarian law with UIC 200772210, with the following email address [contact.bg@massimodutti.com](mailto:contact.bg@massimodutti.com), and following telephone number: 0 800 91 65 97.

### 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. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

### 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. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the pertinent authorities. iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also 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, 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 Bulgaria only.

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

#### 6. CONTRACT FORMATION

To place an order, you must follow the online purchasing procedure and click "Order with obligation to Pay". Once you have done this, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). You will be informed by email confirming that the order has been dispatched. (Delivery Confirmation). An electronic receipt shall be attached to the Delivery Confirmation containing details of your order ("E-receipt").

#### 7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

#### 8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time. We shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

#### 9. DELIVERY

Notwithstanding clause 7 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation. Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the 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 home deliveries on Saturdays or Sundays, or bank holidays For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "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.

#### 10. INABILITY TO DELIVER

If it is impossible for us to delivery your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day. If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which we deem this Agreement to have been terminated. Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on you.

#### 11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery as defined in clause 9 above. 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 be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full. We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price. 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. Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation. Once you have selected all articles that you wish to buy, those will have been 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 and, Visa Electron and PayPal.

To minimise the risk of non-authorized 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 "Order with obligation to Pay", you are confirming

that the credit card is yours. 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.

### 13. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the web page. 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.

### 14. 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 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 through 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 one 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.

### 15. 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.

## 16. EXCHANGE/RETURN POLICY

### 16.1 Legal right of withdrawal

#### *Right of withdrawal*

As a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated and by you acquires, physical possession of the last good. To exercise the right of withdrawal, you may notify us at MASSIMO DUTTI, at the address mentioned in clause 2 of these Terms&Conditions, or at the telephone number 0 800 91 65 97 call not overtaxed, excluding the cost depending on your operator), or by writing an email at [contact.bg@massimodutti.com](mailto:contact.bg@massimodutti.com) or by writing to our contact form, of your decision to withdraw from this Contract by an unequivocal statement (example., a letter sent by post or email). You may use the model withdrawal form as set out in Annex, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### *Effects of withdrawal*

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery to the original delivery place (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods to MASSIMO DUTTI at the address: MASSIMO DUTTI, Carrer del Coll s/n Pol. Ind. Santa Ana 08727-Sant Fruitos de Bagés (Barcelona) or hand them over to us at any MASSIMO DUTTI store in Bulgaria, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. Unless you hand the goods over in a MASSIMO DUTTI store in Bulgaria, or return the goods by our courier, you 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.

## 16.2 Contractual right of withdrawal

In addition to the legally recognised right to withdraw for consumers, mentioned in clause 16.1 above, we grant you a period of 30 days from the date of delivery of the products to return the products (except those mentioned in clause 16.3 below, for which the right to withdraw is excluded). In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said products, which means that the delivery costs will not be reimbursed. You will be responsible for the direct costs of returning the product when the return is not carried out in a MASSIMO DUTTI store in Bulgaria. You may exercise your right of withdrawal in accordance with the provision of clause 16.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the delivery date.

## 16.3 General provisions

You do not have the right to cancel the Contract where it is related to the delivery of one of the following products:

- i. Customised products.
- ii. CD/DVDs with music without their original packaging.
- iii. Sealed items, which are not appropriate for return due to hygiene reasons and which have been unsealed after delivery.

Your right to withdraw from the Contract shall only apply as regards to products which are returned in the condition you have received them in. No refunds shall be made for products if they have been used more than being unpacked only, for products that are not in the same condition as at the time of delivery, or if they have been damaged in any way. Therefore you should handle the products with care while in your possession. Please, return the products using or including their complete original packaging, instructions, and other documents, if any, which have been attached to them.

In the event of cancellation, the relevant products may be returned as follows:

### (i) **RETURNS AT ANY MASSIMO DUTTI STORE**

You can return a product at any MASSIMO DUTTI store in Bulgaria, which has the relevant product section for the products you wish to return. In this case, you must visit one of these stores and hand in the product along with the E-receipt attached to the Delivery Confirmation, which is also stored in Your account on our website, and in the MASSIMO DUTTI mobile application. You can present the E-receipt by producing it in a digital format on your mobile device, or by bringing its printed copy to the store.

**COST of Returns at a MASSIMO DUTTI STORE:** Returns at a MASSIMO DUTTI store are always free of charge.

### (ii) **HOME RETURN**

If you wish to return product(s) via the HOME RETURN method, you must request a collection from your account. In the "My Orders" section, select the order you want to return and click on "Do you want to return the Order?", selecting "At Home". It is not necessary to include the order receipt by selecting the items you want to return; you need only select the items from "My Account", when you request the "Home Return".

After this step, you must prepare the items in the original box of the order. After verifying all the details, we will send a courier to collect your package. At the time of collection, our courier will identify your order with a label allowing us to track your return.

**IMPORTANT:** Should you want to return items from several orders (or more than one order), it is essential that you request collection for each one and according to the number of boxes you wish to return. Massimo Dutti is not responsible for returns of items purchased in different orders and/or returned with the request for collection of a different order. If you decide to return your order by any means other than those indicated by us, we consider that it is your responsibility and you must bear the direct cost of returning the goods. In addition, together with the products, you must include a printed copy of the electronic receipt that comes attached to the Shipping Confirmation.

**COST OF HOME RETURN:** Should you choose the HOME RETURN method for returning a product from an order, you will be charged with the cost mentioned each time in the HELP/Exchange & Returns section of our website. This cost will be deducted from the refunded value of the returned product.

### **(iii) RETURN TO A DELIVERY POINT (DROP-OFF).**

We also offer you the option to return your order to a post office/collection point: To do this, log in to your account and in the “My Orders” section, select the order you want to return and click on “Do you want to return the Order?”, selecting “Post Office/Collection Point”. Then you will receive a label by email that you must affix on the outside of the box.

It is not necessary to include the order receipt by selecting the items you want to return; you need only select the items from “My Account” when you request the “Drop Point Return”.

Finally, you must bring this package to your nearest post office/collection point, whose location you can find in the link when requesting the return.

**IMPORTANT:** Should you want to return items from several orders (or more than one order), it is essential that you request collection for each one and according to the number of boxes you wish to return. Massimo Dutti is not responsible for returns of items purchased in different orders and/or returned with the request for collection of a different order. If you decide to return your order by any means other than those indicated by us, we consider that it is your responsibility and you must bear the direct cost of returning the goods. In addition, together with the products, you must include a printed copy of the electronic receipt that comes attached to the Shipping Confirmation.

**COST OF RETURN TO A DELIVERY POINT (DROP-OFF):** Should you choose the “DROPOFF” RETURN method for returning a product from an order, you will be charged with the cost mentioned each time in the HELP/Exchange & Returns section of our website. This cost will be deducted from the refunded value of the returned product. If no cost is mentioned in that section this means the drop-off method is free of charge.

If you do not want to return the products using any of the free options above, you shall be responsible for bearing the charges related to the return. Please, keep in mind that if you choose to return the products via the cash on delivery (C.O.D.) option, we are entitled to charge you for any costs incurred.

We encourage you to return the product as soon as possible.

Once we have inspected the product, we will advise whether you are entitled to a refund. Delivery charges will be refunded once you have exercised your right to cancel the Contract within the regulated period and all items included in the relevant package, have been returned. Refunds will be made as soon as possible and in any case within 14 days of the date of your notification of your intention to cancel the order. Notwithstanding the above, we may refuse a refund until we have received the products or until you have produced a proof that you have returned the products, whichever condition is met first. Refunds shall always be made using the same payment method used to pay for your purchase. You shall be responsible for the costs and risk relating to the return of products to us, as set out above. For any questions you can contact us using our contact form or by calling us at (+359) 8001214432.

#### 16.4 Returns of defective products

In circumstances where you consider that the product does not conform to the Contract at the time of delivery, you must contact us immediately via our contact form and provide detailed description of the product and its damage, or by calling us at (+359) 8001214423 (no additional charges; normal cost according to your operator), during which call we shall inform you of the further actions required. You can return the product by handing it at any MASSIMO DUTTI store in Bulgaria, along with the E-receipt, which you can produce in a digital format on your mobile device, or as a printed copy, or by handing it to a courier, which we have arranged to visit your home address. We will fully examine the returned product and we will notify you by email, within a reasonable period of time, if the product is eligible for a return or exchange (whichever is more appropriate). Returns and exchanges shall be made as soon as possible, and at any rate within 14 days of the date of our email to you confirming that the refund or the exchange of the product is possible. Refunds for products paid by you and returned because of a fault or defect, where they exist, will be made in full, including a refund of the delivery charges for sending the item and any reasonable cost incurred by you in returning the item to us. Refunds shall always be made using the payment methods used by you to pay for your purchase. In all cases, all rights guaranteed by the legislation in force shall be recognised.

#### 16.5. Right of withdrawal and return for orders from abroad

If you have ordered products from outside Bulgaria from another EU member state via this website the above clauses 16.1, 16.2, and 16.3 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Bulgaria.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 16.4 to which this clause 16.5 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Bulgaria.

#### 17. LIABILITY AND WAIVING LIABILITY

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product. Notwithstanding the above, our liability shall not be waived nor limited in the following cases: iv. In case of death or personal harm caused by our negligence; v. In case of fraud or fraudulent



deceit; or vi. In any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability. Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin: vii. loss of income or sales; viii. loss of business; ix. loss of profits or contracts; x. loss of forecast savings; xi. loss of data; and xii. loss of management time or office hours. Due to the open nature of this website and the possibility of errors in 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 otherwise indicated expressly. All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same, except those legally established. In this sense, if you are contracting as a consumer, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website, (ii) are fit for the purposes for which goods of the kind are normally used and (iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favour of consumers. The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics, such as variations in grain, texture, knots and colour, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product. The provisions in this clause shall not affect your rights as a consumer nor your right to cancel the Contract.

#### 18. INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may use said material only to the extent that we or the usage licensors authorise it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

#### 19. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must 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 shall 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 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 co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorisation 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 the same or those to which this site redirects you.

#### 20. 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. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

#### 21. WRITTEN COMMUNICATIONS

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognised by law.

#### 22. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 21 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 email, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

#### 23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and heirs. You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance. We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life 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 recognised by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

#### 24. EVENTS BEYOND 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"). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following: i. Strike,

lockout or other forms of protest. ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war. iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster. iv. Inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private. v. Inability to use public or private telecommunication systems. vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority. vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

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.

## 25. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said 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. The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

## 26. 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.

## 27. ENTIRE AGREEMENT

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing. You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions. Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

## 28. 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 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 policies, Terms or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

#### 29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts through said website shall be governed by Bulgarian legislation. Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Bulgarian courts. If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognised in any applicable legislation in effect.

#### 30. OUT-OF-COURT DISPUTE RESOLUTION

If you, as a buyer, believe that your rights have been violated, you may send us your complaints by email at: [contact.bg@massimodutti.com](mailto:contact.bg@massimodutti.com), as a request for out-of-court settlement of disputes. In this regard, if a purchase between you and us is made on-line through our website, we hereby notify you that under Regulation (EU) No 524/2013 you have the right to request an out-of-court settlement of a consumer dispute with us via the on-line dispute resolution platform for consumers, which can be found at: <http://ec.europa.eu/consumers/odr/>.

#### 31. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form. Moreover, there are official claim forms available to consumers and users. Those can be requested by calling 0 800 91 65 97 (call not overtaxed, excluding the cost depending on your operator) or through our contact form.

Last update, 1-12-2022

You can download a copy of the Returns form on the following URL: PDF document

#### WITHDRAWAL FORM

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

For the attention of "ITX BULGARIA EOOD", a limited liability company with registered address: Sofia, Lozenets region, 51 Cherni Vrah Blvd., Building 1, Floor 5.

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