

TERMS AND CONDITIONS OF USE AND PURCHASE
WWW.MASSIMODUTTI.COM

1. INTRODUCTION

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

If you have any queries regarding the Terms and Conditions or Privacy and Cookies Policy, you can contact us using our contact channels.

You may choose to formalise the contract in any of the languages in which the Terms and Conditions are available on this website.

2. OUR INFORMATION

The sale of items through this website is carried out under the name MASSIMO DUTTI by the company Inter On Line de Guatemala, owned by Intertiendas de Guatemala, Anónima, a Guatemalan company, with address at Diagonal 6, 10-65, zona 10, Centro Gerencial las Margaritas, Torre I, séptimo nivel, oficina 701A, Guatemala, Guatemala, TIN 59918217.

3. YOUR DATA AND VISITS TO THIS WEBSITE

The information or personal details that you provide us with will be processed pursuant to that set forth in the Privacy and Cookies Policy. By using this website, you hereby agree to the processing of this information and data, and declare that all information and data provided is true and accurate.

4. USE OF OUR WEBSITE

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

- i. Use this website for legally valid consultations or orders only.
- ii. Not place any false or fraudulent orders. If it can be reasonably considered that an order of this type is made, we will be authorised to cancel it and report it to the appropriate authorities.
- iii. Provide us with your email address, name, DPI, TIN, contact telephone number, postal address (physical address) and/or other contact details in a truthful and accurate manner. You also consent to our using 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 process your order.

When 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 items offered through this website are only available for shipment to the Republic of Guatemala.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchasing procedure and click on "Authorise payment". Thereafter, you will receive an email acknowledging receipt of your order (the "Order Confirmation"). Likewise, we will inform you via email that the product is being shipped (the "Shipping Confirmation").

7. TECHNICAL MEANS TO CORRECT ERRORS

If you see that an error was made in entering your personal information when registering as a user of this website, you can modify said information in the "My Account" section.

In any case, you may correct errors related to the personal data provided during the purchase process by contacting the customer service department by email at contact.gt@massimodutti.com, as well as exercise your right to rectification as set out in our Privacy and Cookies Policy.

This website displays confirmation windows in several sections of the purchase process which do not allow you to continue with your order if the data in these sections has not been entered correctly. Furthermore, this website offers the details of all of the items you've added to your basket during the purchase process, so that you can modify your order before making the payment.

If you notice an error in your order after the payment has been processed, please contact customer services immediately to correct the error.

8. AVAILABILITY OF PRODUCTS

All orders are subject to product availability. If problems should arise in supplying the products or if items are out of stock, we will refund the amount paid.

9. DELIVERY

Unless there are circumstances arising from the customisation of the products, or unforeseen or extraordinary circumstances, we will send you 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 period of 30 days from the date of the Order Confirmation.

If, for any reason, we are unable to meet the delivery date, we will inform you of this circumstance and give you the option of either proceeding with the purchase by setting a new delivery date or cancelling the order with a full refund of the price paid. In any case, keep in mind that we do not make home deliveries on Saturdays or Sundays.

For the purposes of these Terms and Conditions, it will be understood that the "delivery" has taken place or that the order has been "delivered" at the time you or a third party indicated by you acquires material possession of the products, signing to confirm receipt of the order at the agreed delivery address.

10. UNABLE TO DELIVER

If we are unable to deliver your order, it will be returned to our store located in the Pradera Concepción shopping centre. An email will also be sent to the email address you provided on the website.

If your order has not been delivered for a reason beyond our control, and the order has been ready for delivery for more than 15 days, it will be assumed that you wish to terminate the contract and it will be considered cancelled. As a consequence of the termination of the contract, we will refund all payments received from you, and only for the cost of the goods, in any event, within a maximum period of 14 days from the date on which we consider the contract to be terminated. Please note that transport arising from the resolution may incur additional costs.

11. TRANSFER OF RISK AND PROPERTY

Product risks shall be your responsibility from the moment of delivery.

You will acquire ownership of the products when we receive payment in full for all amounts owed in relation to said products, including shipping costs, or at the time of delivery (according to the definition in Clause 9 above) if the delivery takes place subsequently.

12. PRICE AND PAYMENT

The prices on the website include VAT but exclude delivery costs, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

Prices may be subject to change at any time, however (except in the aforementioned circumstances) the possible changes shall not affect orders for which you have already received 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 so, you should follow the steps of the purchasing process, filling out or verifying the information at each step as necessary. During the purchasing process, and before completing payment, you will be able to modify your order information. You may refer to the detailed description of the purchasing process in the Shopping Guide. In addition, if you are a registered user, there is a list of the orders made under My Account.

You can use VISA, Master Card and American Express as payment methods.

By clicking on "Authorise Payment" you are confirming that the credit or debit card is yours or that you are the legitimate holder.

To minimise the risk of unauthorised access, your credit or debit card details will be encrypted. Credit cards shall be subject to authorisations and checks by their issuing entity, but if this entity does not authorise the payment we shall not be held responsible for any delay or failure to deliver, and we shall not be able to formalise any contract with you.

13. VALUE ADDED TAX

In accordance with the provisions of article 2 of decree 27-92 Ley del Impuesto al Valor Agregado (Value Added Tax Law) , as well as any applicable law that may supplement or replace it, the sale of the items

shall be subject to tax at the rate legally in force at any given time depending on the specific item in question.

14. RETURN POLICY

14.1 Legal right to terminate the purchase

Right of withdrawal

If you are contracting as a consumer and user, you have the right to withdraw from this contract within 5 calendar days without giving any reason.

The withdrawal period shall expire 5 calendar days from the day on which you or a third party indicated by you, other than the carrier, acquired the material possession of the goods or, in the event that the goods making up your order are delivered separately, 5 calendar days from the day on which you or a third party indicated by you, other than the carrier, acquired the material possession of the last of those goods.

In order to exercise the right of withdrawal, you must notify MASSIMO DUTTI, by email to contact.gt@massimodutti.com, of your decision to withdraw from the contract by means of an unequivocal statement (e.g. a letter sent by post or email). You may use the attached example withdrawal form, which is included as an Appendix to these Terms and Conditions. However, its use is not mandatory. To comply with the withdrawal period, you need only ensure that the communication related to said exercise of this right is sent prior to expiration of the corresponding period.

Consequences of withdrawal

If you decide to withdraw, we will refund all payments received from you, excluding delivery costs, if the goods were delivered (with the exception of the additional charges resulting from your choice of a delivery method other than the least expensive method of ordinary delivery offered by us) without undue delay, and in any event, within a maximum period of 14 calendar days from the date on which we are informed of your decision to withdraw from this contract. We will proceed to make the refund using the same payment method used by you for the initial transaction, unless the card with which you made the purchase is blocked or cancelled, we will make a bank transfer to your account, for which we will request additional data. You will not incur any expense as a result of reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods, or until you have provided proof of return of the goods, whichever condition is met first. If the products were delivered, the cost of shipping will be deducted from the refund.

You must return or deliver the products directly to us at any of the MASSIMO DUTTI stores in the Republic of Guatemala, or request on our website the return by messenger/courier, in any case, within a maximum period of 5 calendar days from the date on which you inform us of your decision to withdraw from the contract. The deadline will be deemed to have been met if you send back the goods before the time period specified has expired.

Unless you return the goods to a MASSIMO DUTTI store in the Republic of Guatemala or through a

messenger/courier organised by us, you will have to bear the direct cost of returning the goods.

You will only be responsible for a reduction in value of the goods resulting from handling, other than that needed to establish their nature, characteristics and functionality.

14.2 Contractual Right to Cancel

In addition to the consumer's and user's legally recognised withdrawal right mentioned in clause 14.1 above, we grant you a period of 30 days from the date of Shipping Confirmation to return any products (except those mentioned in clause 14.3 below, regarding those excluded from the right to withdraw).

In the event of products returned within the contractual time frame of the right of withdrawal, but after the expiration of the legal time frame, only the price paid for the products will be reimbursed. You will be responsible for the direct costs of returning the product when you do not return it to one of the MASSIMO DUTTI stores in the Republic of Guatemala or via a messenger/courier organised by us.

You may exercise your right to withdraw pursuant to clause 14.1 above. However, if you inform us of your intention to withdraw from the contract after the legal withdrawal period has expired, you should in any event deliver the goods to us in a period of 30 days from the Shipping Confirmation.

14.3 General requirements

You will not have the right to withdraw from a contract whose purpose is to supply one of the following products:

- Personalized items.
- Music CDs/DVDs whose original wrapping has been removed.
- Products sealed for health or hygiene reasons that have been unsealed after delivery.
- Swimwear, underwear, tights, socks, perfumes.

Your right to withdraw from the contract will only be applicable to the products that are returned in the same condition you received them in. No refund will be made if the product has been used beyond merely opening it, if products are not in the same conditions in which they were delivered or if they have suffered any damage; please be careful with the product/s while in your possession. Please return the item using or including all the original packaging, instructions, and any other documents which came with it. The products must contain the labels and tax documents that correspond to the purchase.

Returns can be made at any MASSIMO DUTTI store in the Republic of Guatemala or through a messenger/courier that we will send to your home address.

MASSIMO DUTTI store returns:

You may return the products at any of our MASSIMO DUTTI stores in the Republic of Guatemala that have

the same section as the goods you wish to return. In this case, you must go to any of these stores and hand in, together with the item, the e-ticket that you will have received attached to the Shipment Confirmation, which is also stored in your account on the website and in the MASSIMO DUTTI mobile application. You can present the electronic receipt by showing a digital copy on the screen of your mobile device or by taking a printout to the store.

Returns by courier:

You must contact us through our return request system so that we can arrange the collection from your home. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the "RETURNS" section of this website.

If you prefer not to return the products using one of the available free options, you will be responsible for any return costs. Please bear in mind that we will be authorised to charge you for any expenses that we may incur if you decide to return the items to us by freight collect.

After examining the item, we will inform you whether you are entitled to a refund for the amount paid. Refund of transport costs will only be made when the right of withdrawal is exercised within the legal deadline and all the items making up the order in question 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 withdraw. However, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is first. The refund will always be made to the same payment method you used to pay for the purchase. You will bear the cost and risk of returning the goods to us, as set forth above. If you have any questions, you can contact us through our contact channels

14.4 Return of faulty 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 details of the product, as well as the damage it suffers, and we will tell you how to proceed.

The product can be returned at any of our MASSIMO DUTTI stores in the Republic of Guatemala or by handing it over to a courier that we will send to your home address when you request collection.

We shall examine the returned product carefully and inform you via email within a reasonable time limit as to whether you are entitled to a reimbursement or replacement of the item (where appropriate). The return will be processed or the item will be replaced as soon as possible and, in all cases, within 14 days of the date on which we send you the email confirming that the item can be returned or replaced.

The amounts paid for items returned due to a faulty or defective nature will be reimbursed in full when the items are determined to be truly defective, including shipping fees incurred for delivering the item and the costs that you have incurred to return it to us. The refund will be made to the same payment method used to pay for the purchase.

Your legal rights will not be affected in any case.

15. GUARANTEES

If you contract as a consumer and user, we offer guarantees on the products that we market through this website, in the terms legally established for each type of product, responding, therefore, for the lack of conformity of these that is manifested within thirty (30) days from the delivery of the product.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type of product. In this regard, if any of the products do not conform to the contract, you should bring this to our attention by following the process explained in section 14.4 above and through any of the means of communication established for that purpose.

The products we sell, especially artisan jewellery and accessories, can often have the characteristics of the natural materials used for their manufacture. These characteristics, such as variations in grain, texture, knots or colour, will not be considered defects or flaws. On the contrary, such characteristics should be expected and considered desirable. We only select products of the highest quality, but natural characteristics are unavoidable and must be accepted as part of the individual appearance of the product.

16. LIABILITY AND EXEMPTION FROM LIABILITY

Unless expressly indicated otherwise in these Terms and Conditions, our liability in relation to any product acquired on our website is limited strictly to the purchase price of said product.

However, unless otherwise provided by law, we accept no liability for the following losses, irrespective of their origin:

- (i) loss of income or sales;
- (ii) loss of business;
- (iii) loss of profits or loss of 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.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademark and other intellectual property rights in the materials or content provided as part of the website shall remain at all times vested in us or our licensors.

You may use such material only as expressly authorised by us or our licensors. This will not prevent you from using this website to the extent necessary to copy your order information or Contact details.

18. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

You may not make undue use of this website by intentionally introducing viruses, trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You will not attempt to gain unauthorised access to this website, the server on which this website is hosted or any server, computer or database connected to our website. You agree not to attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Breaching this Clause may lead to offences as described in applicable legislation. We will inform the competent authorities of any breach of this norm and will cooperate with them to discover the attacker's identity. Also, anyone in breach of this Clause will immediately no longer be authorised to use this website.

We shall not be held liable for any damage or harm resulting from a denial-of-service attack, virus or any other technologically damaging or harmful software or 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.

19. LINKS FROM OUR WEBSITE

In the event our website contains links to other websites and third-party material, said links are facilitated for solely informative purposes, and we do not have any control over the content of said websites or materials. Therefore, we accept no liability whatsoever for any damage or loss arising from their use.

20. WRITTEN COMMUNICATIONS

Applicable regulations require that the information or communications we send you be in writing. By using this website, you accept that most of our communications with you will be electronic. We will contact you by email or provide information by publishing announcements on this website. For contractual purposes, you consent to using this electronic means of communication and you recognise that all contracts, notices, information, and other communications we send you electronically comply with the legal requirement that they are in writing. This does not affect your legal rights.

21. NOTICES

Notifications from you should be sent to us by email to tocontact.gt@massimodutti.com. In accordance with the above Clause 21 and unless otherwise stipulated, we may send you communications either to your email address or to the postal address provided when you place an order.

The notifications will be understood to have been received and to have been issued correctly as soon as they are published on our website, 24 hours after sending you an email or three days after the postmarked date of any letter. Proof that the notification has been sent shall only require, 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 post box, and in the case of an email, that the notification was sent to the e-mail address specified by the recipient.

22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding both for you and for us, as well as for our respective successors, grantees and assignees. You may not transmit, cede, pledge or transfer in any other way a contract or any of the rights or obligations arising from it without previously obtaining our consent in writing.

We may transmit, cede, pledge, subcontract or transfer in any other way a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any doubt, these transmissions, assignments, or other transfers will not affect your legally recognised consumer rights, where applicable, or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given you.

23. EVENTS BEYOND OUR CONTROL

We shall not be liable for any failure or delay in the performance of any of our obligations where such failure or delay is due to events beyond our reasonable control (Force Majeure).

Force Majeure Events include any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

- a. Strikes, lock-outs or other industrial action.
- b. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not) or war preparation or threat.
- c. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
- d. Inability to use public or private trains, boats, aeroplanes, motorized transportation, or other modes of transportation.
- e. Inability to use public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Our obligations will be understood to be suspended while the Force Majeure event is happening, and we will be allowed to extend the time in which our obligations must be fulfilled by a period as long as the duration of the Force Majeure event. We will use all reasonable means to bring the Force Majeure Event to an end or to find a solution that allows us to fulfil our obligations despite the Force Majeure Event.

24. WAIVER

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you under a Contract or these Conditions, or a lack of exercising on our part of the rights or actions that correspond to us under this Contract or the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

If we waive a specific right or action, this shall not imply that we waive any other rights or actions arising from a contract or from these Terms and Conditions. If we waive any of these Terms and Conditions or the rights or actions arising from a contract, this will not be legally effective, unless it is expressly established that this is a waiver, the waiver is formalised and you are informed in writing, as established

in the Notifications section above.

25. PARTIAL ANNULMENT

Should any of these Terms and Conditions or any provision of the contract be declared null and void by a final decision issued by the competent authorities, the remaining terms and conditions shall remain in effect without being affected by this declaration of invalidity.

26. FULL AGREEMENT

These Conditions and any document expressly referenced herein 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.

We both recognise that we have agreed on a contract without relying on any statement or promise made by the other party or which could be inferred from any statement or written text in the negotiations between both parties before the contract, except for that explicitly mentioned in these Terms and Conditions.

Neither of us will be entitled to any action regarding any untrue verbal or written statement by the other party before the date of a contract (unless the untrue statement was made fraudulently) and the only action to which the other party will be entitled will be for a breach of the contract, as established in these Terms and Conditions.

27. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. We will keep you informed of any substantial changes made thereto. The changes introduced will not be retroactive and, barring possible exceptions depending on the specific case, they will take effect 30 days after they are published in the corresponding notice.

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

28. APPLICABLE LAW AND JURISDICTION

The use of our website and contracts for purchasing products through this website shall be governed by the laws of Guatemala.

Any dispute arising out of or in connection with the use of the website or such contracts shall be submitted to the non-exclusive jurisdiction of the courts and tribunals of Guatemala.

If you are entering into the contract as a consumer, this clause shall not affect the rights applicable to you under current legislation.

29. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. Please send any comments, suggestions, as well as any query, complaint, or claim, via our contact channels.

Complaints and claims made to our customer services will be dealt with in the shortest possible period of time and, in any event, within the period established by law. Additionally, they will be registered with an

ID code that we will make available to you so that you can track them.

Withdrawal form template

(You only need to complete and submit this form if you wish to withdraw from the contract)

To the attention of Intertiendas de Guatemala, S.A. acting under the trade name MASSIMO DUTTI, domiciled at Diagonal 6, 10-65, zona 10, Centro Gerencial las Margaritas, Torre I, Séptimo nivel, oficina 701^a, Guatemala, Guatemala.

I hereby inform you that I cancel my sales contract for the following item:

Ordered/received on (*):

Customer name: Consumer's

address:

Customer signature (only if this form is in paper format) Date:

(*) Cross out any which are not applicable