

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

1. INTRODUCTION

This document (along with all documents mentioned in it) establishes the terms and conditions governing the use of this website (www.massimodutti.com/co) and the purchase of products on it (the “Terms and Conditions”), regardless of the application, digital media, medium or device used to access the website. Please read these Terms and Conditions carefully, as well as our Privacy and Cookies Policy (“Privacy and Cookies Policy”) and Personal Data Protection Policy (jointly, the “Personal Data Protection Policies”) before using this website. Upon using this website or placing an order through it, you agree to these binding Terms and Conditions and to our Personal Data Protection Policies, and as such, you should not use this website if you do not agree to all of the Terms and Conditions or the Personal Data Protection Policies.

These Terms and Conditions may be modified. You are responsible for reading them each time you make a purchase on the website, as the terms and conditions in force when entering into each Contract, at the time of using the website, shall apply.

If you have any question related to the Terms and Conditions or Personal Data Protection Policies, you can contact us via our contact channels.

You may choose to formalize 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 Tendenza Nova S.A.S, a duly constituted company in accordance with the laws of the Republic of Colombia, identified with the Tax Identification Number (NIT) 900232961-3. The company's address for judicial notifications is Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca, and the email address for notifications is notificaciones@texmoda.com.co.

Tendenza Nova S.A.S. is the entity authorized by ITX MERKEN, B.V., with its registered address at Nieuwezijds Voorburgwal 307, 1012, Amsterdam, the Netherlands, to offer, distribute and sell its products on this website.

3. YOUR INFORMATION AND VISITS TO THIS WEBSITE

The information or personal data that you provide us shall be processed in accordance with the Privacy and Cookies Policy and the Personal Data Protection Policies. By using this website, you agree to the processing, storage, transmission and/or national or international transfer of the information and data, and you state that all the information and data provided are true and accurate.

4. USE OF OUR WEBSITE

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

- i. Use this website for legally valid consultations or orders only.
- ii. Not to place any false or fraudulent orders. If it is reasonably determined that an order of this nature has been made, we reserve the right to cancel it and report it to the relevant authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully and accurately. You also agree that we may use this information to contact you if necessary (see our Personal Data Protection Policy).

If you do not provide us with all the information we require, we will not be able to process your order.

By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts in the Republic of Colombia. Minors are not permitted to place orders on through the website.

5. SERVICE AVAILABILITY

The items offered through this website are only available for delivery and payment in Colombian territory. Furthermore, it is stated that there is no comprehensive coverage of the Colombian territory, as shipping and/or pickup services are not available in certain areas or zones of the Colombian territory due to our marketing strategies or the difficulty of access, communications, or similar considerations.

Sales Will not be made to Amazonas, Guainía, Guaviare, Vaupés, Vichada, San Andrés, Providencia and Santa Catalina.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". After this, you will receive an email acknowledging the receipt of your order (the "Order Confirmation"). We will likewise inform you via email that the product is being shipped (the "Shipping Confirmation").

7. TECHNICAL MEASURES FOR CORRECTING ERRORS

In the event that you detect that an error has occurred when entering your personal data during your registration as a user of this website, you may modify them in the "My Account" section.

In any case , you may correct errors related to the personal data you provided during the purchase process by contacting our customer services through the toll-free phone number 01 800 519 0070, the e-mail contact.co@massimodutti.com, the chat available on the website or our official social media accounts. You can also exercise the right to rectification as stated in our Personal Data Policies.

This website displays confirmation windows in various sections of the purchase process that do not allow you to proceed with the order if the data in these sections has not been provided

correctly. Additionally, this website provides details of all the items you have added to your shopping cart during the purchase process, allowing you to modify the order details or data before making the payment.

If you notice an error in your order after the payment has been processed, please contact customer service immediately through the toll-free phone number 01 800 519 0070, the email contact.co@massimodutti.com, the chat available on the website or our official socialmedia accounts, in order to correct the error.

8. PRODUCT AVAILABILITY

All orders are subject to product availability. If there are difficulties in supply of products or if items are out of stock, we will refund any amount you may have paid.

9. DELIVERY

Unless there are circumstances arising from the customization of the products, or unexpected or extraordinary circumstances occur, we will send you the order consisting of the product(s) listed in each Shipping Confirmation within the timeframe indicated on the website according to the selected shipping method, and, in any case, within the maximum period of 30 days from the date of the Order Confirmation.

We will inform you of delivery costs when you process your purchase.

Possible delivery options:

Pick up in MASSIMO DUTTI store – FREE: The customer will be able to pick up their garment at any store located in the country. The person who comes to pick up the order must present their identification document. If the person who comes to pick up the product in-store is different from the person who made the purchase (the customer is solely responsible for the management and security of their account on massimodutti.com/co), they must show their ID and present the e-mail with the order number or QR code.

Home delivery: you can request the home delivery of your garment to your home by providing the delivery address details.

If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. In any case, keep in mind that we do not make home deliveries on Sundays or public holidays.

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 purchase at the agreed delivery address.

10. IMPOSSIBILITY TO DELIVER

If we are unable to deliver your order after three (3) attempts, we will take your order to the

point defined by us. In this case, we will also leave a note explaining where your order is and how to do for it to be delivered again. If you are not going to be in the place of delivery at the agreed time, please contact us to arrange the delivery for another day or time.

If 10 days have passed since your order became available for delivery, and the order has not been delivered for reasons not attributable to us, we will assume that you wish to cancel the contract and it shall be deemed terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional cost resulting from your choice of a delivery method other than the least expensive standard delivery method we offer) without undue delay and, in any case, within a maximum period of 30 days from the date we consider the contract resolved. Please note that transport cost resulting from contract resolution may incur an additional charge, and therefore we reserve the right to pass on these costs on to you.

If you placed your order through any of the electronic devices available in MASSIMO DUTTI stores and paid at the cashier's desk, please contact our customer service department.

11. TRANSFER OF RISK AND OWNERSHIP

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

You will acquire ownership of the products once we receive full payment of all amounts due in relation to them, including delivery costs, and you will be responsible for the goods from the time of delivery (as defined in clause 9 above) if delivery takes place at a later time.

12. PRICE AND PAYMENT

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

Prices may be change at any time; but (except as stated above) the possible changes shall not affect orders for which you have already received an Order Confirmation.

Once you have selected all the items you wish to purchase, they will be added to your shopping cart, and the next step will be to proceed with the order and complete the payment. To do this, you must follow the steps of the purchasing process, providing or verifying the information requested at each step. Additionally, during the purchasing process, you will be able to modify the details of your order before making the payment. We provide a detailed description of the purchasing process in the Shopping Guide. Also, as a registered user, you have access to a detailed overview of all your orders in the My Account section. You can use Visa, MasterCard, American Express, and PSE as payment methods. By clicking "Authorize Payment," you are confirming that the credit card belongs to you.

Transactions are intended for residents domiciled in Colombia, which means that only payment methods through PSE backed by accounts opened in Colombia at financial institutions supervised by the Superintendencia Financiera are allowed. For this reason, payment for orders made with foreign credit or debit cards or funds from foreign accounts will not be accepted. Only payment methods supported by Colombian bank accounts are allowed for placing orders.

In the event that a customer makes a payment with a credit or debit card backed by a foreign account, or requests a refund to an account overseas, the customer, in case of requesting a refund, will be responsible for all costs associated with returning the money to the overseas account.

By clicking on “Authorize Payment” you are confirming that the credit card belongs to you and that you accept these terms and conditions.

To minimize the risk of unauthorized access, your credit card details will be encrypted. Credit cards will be subject to verification and authorization by the issuing entity. However, if the payment is not authorized by the issuing entity, we will not be held responsible for any delay or non-delivery, and we will be unable to formalize any contract with you.

12.1 Sales Payments with IPOD

You will be able to use as a payment method in our stores those mentioned in the previous paragraph and those mentioned below: cash payment at the checkout, voucher card, physical gift card, electronic Sodexo pass card.

13. SALES TAX (VAT) AND INVOICING

In accordance with Colombian law, the sale of goods in Colombia is considered a taxable activity for the purposes of tax. Therefore, orders placed will be subject to the general rate of Value Added tax (VAT) in effect at the time of purchase, and the purchase will be governed by Colombian tax laws.

14. RETURN POLICY

14.1 Right of withdrawal

In accordance with the provisions of Article 47 of the Consumer Statute, the right of withdrawal is understood to be agreed upon. The right of withdrawal gives the consumer the possibility to terminate the contract within a maximum period of five (5) business days counted from the date of order delivery, and the consumer must return the product in the same means and conditions in which it was received. The cost of transportation and any other expenses related to the return of the goods will be covered by the consumer.

The transportation costs associated with the return of the goods will be covered by the consumer. Once the goods have been returned in the same condition as they were delivered, a refund will be issued within the following thirty (30) calendar days.

The right of withdrawal does not apply to goods that are made according to the consumer's specifications, personalized goods, and goods of personal use (such as underwear, swimwear, etc.).

The consumer must return the goods, unused, with all internal and external tags, and in the same packaging in which it was received. Returns of goods that do not meet these criteria will not be accepted.

To exercise your right of withdrawal, you must notify us at MASSIMO DUTTI, by calling toll-free at the phone number 01 800 519 0070 or by emailing us at contact.co@massimodutti.com. You can also use the accessible chat on our website or reach out to us through our official social media accounts. Please inform us, of your decision to withdraw from the contract through an unambiguous statement. You may use the withdrawal form template provided in the attached Conditions, although its use is not mandatory. To meet the deadline for the right of withdrawal, it is sufficient for the communication regarding your exercise of this right to be sent before the deadline expires.

14.2. Payment Reversal

Complying with article 51 of Law 1480 of 2011, considering that the purchase made through this website is a distance or virtual sale, when a credit card, debit card, or any other electronic payment instrument has been used to make the payment, the company guarantees that payments requested by the consumer can be reversed in cases of fraud, unauthorized transaction, non- receipt of the purchased product, or incorrect charges to the consumer's account or when the product delivered does not correspond to what was requested or is defective. This is provided that the consumer informs the company within 5 business days following the notice of the fraudulent transaction, non-receipt of the product, the receipt of the product or the date on which it was supposed to be received.

We will be able to process the request through our customer service channels. To do so, it is necessary to inform us of the reason for the request, the amount for reversal, the reversal details, and the identification of the payment instrument to which the reversal will be made. Within the same 5 business day period, the customer must also inform the issuer of the payment instrument about the reversal. If the consumer requesting the reversal is not the holder of the payment instrument, the request to the issuer must be made by the product holder.

Once the reversal request is submitted to the company and the reversal request is made to the payment instrument issuer, both parties have a period of fifteen (15) business days to process the reversal.

The above is without prejudice to the specific requirements and procedures regarding exchanges and returns regulated by the Terms and Conditions of Purchase.

14.3. Consequences of exercising your right to withdrawal

If you exercise your right of withdrawal, we will refund all payments received from you, except for any additional costs resulting from your choice of a delivery method different from the free standard delivery offered by us, without undue delay and, in any case, no later than 30 calendar days from the date we are informed of your decision to exercise your right of withdrawal.

We will make the refund using the same payment method you used for the initial transaction, unless it is not possible, in which case we will make the refund using an option chosen by the consumer from the options provided by us. You will not incur any fees as a result of the refund. However, we may withhold the refund until we have received the goods or until you have provided proof of their return, whichever condition is fulfilled first.

You must return or deliver the products directly to us at any MASSIMO DUTTI store in Colombia or request a return through a courier, organized by us, assuming the transportation cost of that return. Alternatively, you can send the product free of charge by taking it directly to an authorized shipping point, without undue delay, and in any case, within a maximum period of 14 calendar days from the date you communicate your decision to exercise your right to withdrawal.

In cases where you wish to return the goods through the messenger/courier service organized by us for home pickup, an amount representing the transportation cost of the return will be deducted. The deadline will be considered met if you return the goods before the expiration of that period.

In cases where multiple goods have been purchased in a single transaction and the right of withdrawal is not exercised for all of the goods, the refund will be made for the value of the returned item(s) using the same payment method used in the purchase. If that is not possible, the refund will be made through an option chosen by the consumer from the options provided by us.

In the event of a second withdrawal on the same invoice, the refund will be made via bank transfer.

14.4. Contractual right of cancellation

In addition to the legal right of withdrawal recognized for consumers as mentioned in clause 14.1 above, we grant you a period of 30 days from the date of product shipment to make returns of the products (except for those mentioned in this clause, for which the right of withdrawal is excluded), provided that the products have not been used and retain their internal and external tags.

If you exercise your contractual right to cancellation, the refund will be made to the same payment method or via bank transfer, at your choice, once the product has been received and examined.

14.5. Exchange policy

If you consider that the size or color of the product purchased at www.massimodutti.com does not meet your needs, and without prejudice of your legal and contractual right to cancellation or withdrawal, you may request a change of size or color at any MASSIMO DUTTI store in Colombia within a maximum period of 30 days from the Shipment Confirmation, provided that the product has exactly the same price.

TENDENZA NOVA S.A.S. will accept the exchange of items purchased through www.massimodutti.com, in which case, you must provide the item you wish to exchange along with the electronic ticket you received attached to the Shipping Confirmation, which is also saved in your website account and the MASSIMO DUTTI mobile application. You can present it digitally on your mobile device screen or in printed copy.

Please note that this new item will not be governed by the provisions of these Terms and Conditions of Use and Purchase, instead, the terms and conditions set out on the back of the receipt provided will apply, including the clauses related to your right to cancellation or withdrawal.

Notwithstanding the above, if you would prefer to exchange the product for a different item you must request a return by following the procedure established for this purpose and make a new purchase.

14.6. Return Policy for Sales through IPOD with In-Store Payment

This return policy only applies to sales made through IPOD, which involves placing an online order through the devices in our MASSIMO DUTTI stores in Colombia and making payment at the counter.

If you wish to return an item purchased through the IPOD system, you have 30 days from the date of order confirmation to do so free of charge, only at our MASSIMO DUTTI stores in Colombia. The items must retain all tags and be in perfect condition. The return is accepted as long as the product has not been used, retains all internal tags, and is not a customized product. Under no circumstances is it possible to exchange the product purchased through this sales channel.

The refund will be made using the same payment method used for the purchase, unless it is not possible. In such cases, the consumer will be promptly informed about the available options for the refund.

All rights recognized by current legislation and other provisions of these terms and conditions are preserved. This means that any matters not specifically regulated in this section (14.6) are subject to the other provisions contained in these terms and conditions.

14.7. Common provisions of the right of withdrawal and right of cancellation

You will not have the right to cancel or withdraw from a contract in the case of the supply of any of the following products:

- Customized items requested by the customer.
- Sealed goods for health or hygiene reasons that have been unsealed after delivery.
- Goods that have been used by the consumer or do not retain their internal tags.

The right of withdrawal and the right to cancel the contract shall apply exclusively to those

products that are returned in the same condition in which you received them. No refund will be made if the product has been used beyond the mere opening of it, if the products are not in the same condition as they were delivered, or if they have suffered any damaged. Therefore, please handle the products(s) with care while they are in your possession. Please return the item preferably using or including all its original packaging, instructions and other accompanying documents.

You can return the products to any MASSIMO DUTTI store in Colombia or through a messenger/courier service that we will send to your address. Alternatively, you can also return the products to an authorized drop-off point.

Returns at MASSIMO DUTTI stores:

You may return products to MASSIMO DUTTI stores in Colombia. To do so, you should visit any of these stores and bring the item along with the electronic ticket you received attached to the Shipping Confirmation, which is also saved in your website account and in the MASSIMO DUTTI mobile application. You may present the electronic ticket digitally on your mobile device screen or bring a printed copy to the store.

Returns via courier service:

You should contact us through our return request form so that we can arrange to collect of the goods from your home. You should preferably return the products in the same package as you received it, following the instructions found in the "RETURNS" section on this website. However, if you no longer have the original packaging, you can return your order in any other packaging, as long as it is securely sealed to prevent the loss of item(s).

Please note that, if you choose to return the items to us under the right of withdrawal, the right of cancellation, and the exchange policy via courier service, you will be responsible for the shipping costs.

Returns via authorized drop-off points in Colombia:

You may return the products at one of the authorized drop-off points in Colombia. To do so, you should request the return using the "Drop-off Point" method in the "Orders and Returns" section of the "My Account" page on the website. We will then email you a return label that you should affix to the package and leave it at the drop-off point. You should leave the item in the same package in which you received it.

Please note that if you choose to return the items to us under the right of withdrawal and the right of cancellation via authorized drop-off points in Colombia, this service will be free of charge. After examining the item, we will inform you if you are eligible for a refund of the amounts paid.

The refund will be made as soon as possible and, in any case, within 30 calendar days from the date you notified us of your intention to withdraw. However, we may withhold the refund until we have received the goods or until you have provided proof of the return of the goods, whichever condition is met first.

The refund will be made using the same payment method you used to make the purchase. In cases where it is not possible to refund through the payment method used for the purchase (e.g., PSE), we will request your details to make a bank transfer or provide options for the refund, as chosen by the consumer from the options provided by us. Refunds will not be made to bank accounts outside of Colombia. If you request a refund to an account outside of Colombia or outside of the Republic of Colombia, you accept the responsibility for the costs and expenses associated with transferring the funds to that account. Payments made with international credit cards may pose difficulties when issuing a refund. Therefore, when paying with a credit card issued outside of Colombia, you accept the costs associated with returning the funds to your account.

In the event of a second withdrawal on the same invoice, we offer a refund of the purchase amount via bank transfer. Refunds will not be made to bank accounts outside of Colombia or outside of the Republic of Colombia. All refunds to bank accounts will be made to accounts opened by the buyer in financial institutions supervised by the Superintendencia Financiera within the Republic of Colombia.

You will bear the cost and risk of returning the products to us, as indicated above. If you have any questions, please contact us through our toll-free telephone number 01 800 519 0070, email contact.co@massimodutti.com , the chat available on the website, or our official social media accounts.

14.8. Returns of defective products

In cases where you consider that the product does not conform to the specifications in the contract at the time of delivery, you must contact us immediately through our provided contact channels, providing details of the product and describing the damage it has suffered.

You may return the product to MASSIMO DUTTI stores in Colombia or arrange for a courier to pick it up from your home by requesting the collection. Alternatively, you can also return the product through authorized drop-off points in Colombia.

We will carefully examine the returned product and notify you by email within a period of 15 business days following receipt of the request, whether a refund or replacement is applicable (if necessary).

The refund or replacement of the item will be processed as soon as possible, and in any case, we will return the money within a maximum of 15 business days following the confirmation of the refund's eligibility. If the replacement of the non-conforming item is approved, it will be processed within ten (10) business days from the confirmation of its eligibility.

The amounts paid for products returned due to any defect, if proven, will be fully refunded, including the delivery costs incurred by the authorized courier service. The refund will be made using the same payment method used for the purchase, unless it is not possible. In such cases, the consumer will be promptly informed about the available options for the refund.

All rights recognized by current legislation are preserved.

15. LEGAL WARRANTY

If you are a consumer or user, we offer you a legal warranty on the products we sell through this website, in accordance with the legally established terms for each type of product. Therefore, we are responsible for any quality defects that may occur in the products. The warranty period is three (3) months for footwear and six (6) months for other products, starting from the date of product delivery.

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 the section 14.8 above and through any of the designated communication channels. The inspection of products under the legal warranty will be free of charge.

The products we sell, especially handicraft products, may often exhibit the characteristics of the natural materials used in their manufacturing process. These characteristics, such as variations in grain, texture, knots, and color, should not be considered defects or flaws. On the contrary, they should be expected and appreciated. We carefully select products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The company may be exempt from liability under the legal warranty when it can be demonstrated that the product defect is due to an event of force majeure or fortuitous event, the act of a third party, misuse of the product by the consumer, or failure to follow the product's instructions for use and care.

16. LIABILITY AND LIMITATION OF LIABILITY

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

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

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

Due to the open nature of this website and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through this website unless expressly stated otherwise.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyrights, trademarks, and other industrial and intellectual property rights pertaining to the materials or content provided as part of the website belong to us or to those who have licensed us to use them. You may only use such material in the manner expressly authorized by us or the licensors. This shall not prevent you from using this website to the extent necessary to copy information about your order or contact details.

18. VIRUSES, HACKING, AND OTHER CYBER ATTACKS

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs, or any other technologically harmful or damaging material. You must not attempt to gain unauthorized access to this website, the server on which this website is hosted, or any server, computer, or database related to our website. You agree not to attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause may constitute offenses under applicable laws. We will report any such breach to the relevant authorities and cooperate with them to discover the attacker's identity. Furthermore, in the event of a breach of this clause, your authorization to use this website will be revoked immediately.

We will not be liable for any damage or loss resulting from a denial-of-service attack, virus, or any other technologically harmful or damaging material that may infect your computer, computer equipment, data, or materials due to your use of this website or the downloading of any content from it or any website to which it may redirect you.

19. LINKS FROM OUR WEBSITE

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

20. WRITTEN COMMUNICATIONS

Applicable regulations require that part of the information or communications we send to you be in writing. By using this website, you agree that most of such communications with us will be electronic. We will contact you via email or provide you with information by posting notices on this website. For contractual purposes, you consent to use of electronic means of communication and acknowledge that all contracts, notices, information, and other communications sent to you electronically fulfill the legal requirement of being in writing. This condition does not affect your legal rights.

21. NOTIFICATIONS

Notifications that you send to us should be sent via email to contact.co@massimodutti.com, through the chat accessible on the website, or through our official social media accounts. In accordance with Clause 20 above, unless stated otherwise, we will send communications to the email address provided by you.

Notifications will be deemed received and properly made at the moment they are posted on our website, or 24 hours after an email is sent. To prove that a notification has been made, it will be sufficient to demonstrate that the email was sent to the specified email address of the recipient.

22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding on you and us, as well as on our respective successors, assigns, and legal representatives. You may not transfer, assign, encumber, or otherwise transfer a contract or any of the rights or obligations arising from it, without obtaining our prior written consent.

We may transfer, assign, encumber, subcontract, or otherwise transfer a contract or any of the rights or obligations arising from it, at any time during its term. To avoid any doubt, such transfers, assignments, encumbrances, or other transfers shall not affect any rights that you, as a consumer, may have under applicable law, nor shall they invalidate, reduce, or otherwise limit any warranties, whether express or implied, that we may have provided to you.

23. EVENTS BEYOND OUR CONTROL

We shall not be liable for any failure or delay in the performance of any obligations when such failure or delay is due to events that are beyond our reasonable control, including force majeure events, fortuitous events, or events attributable to third parties ("Force Majeure Event").

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

- a. Strikes, lockouts, or other industrial actions.
- b. Civil unrest, riot, invasion, terrorist attack, war (declared or not), or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or any other natural disaster.
- d. Inability to use trains, ships, aircraft, motor transport, or other means of public or private transportation.
- e. Inability to use public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations, or restrictions of any government or public authority.

The obligations shall be suspended during the period in which the Force Majeure Event continues,

and we shall have an extension of time to fulfill such obligations for a period equal to the duration of the Force Majeure Event. We shall make all reasonable efforts to bring the Force Majeure Event to an end or to find a solution that allows us to fulfill our obligations despite the Force Majeure Event.

24. WAIVER

The failure on our part to require strict compliance by you with any of the obligations assumed by you under the contract or these Conditions, or the failure on our part to exercise any rights or actions that may correspond to us under said contract or the Conditions, shall not constitute a waiver or limitation with respect to such rights or actions, nor shall it release you from fulfilling such obligations.

No waiver by us of a specific right or action shall constitute a waiver of other rights or actions arising from a contract or the Conditions. No waiver by us of any provision of these Conditions or any rights or actions arising from a contract shall be effective unless it is expressly stated to be a waiver and is formalized and communicated to you in writing in accordance with the provisions of the Notifications section above.

25. PARTIAL NULLITY

If any of these Conditions or any provision of a contract is declared null and void by a final decision of a competent authority, the remaining terms and conditions shall remain in effect, unaffected by such declaration of nullity.

26. COMPLETE AGREEMENT

These Conditions and any document expressly referred to in them constitute the entire agreement between you and us with respect to the subject matter thereof and replace any other prior agreement, understanding, or promise agreed between you and us, whether orally or in writing.

We both acknowledge that, in entering into a contract, neither party has relied on any statement or promise made by the other party or implied from any statement or writing in the negotiations between both parties prior to such contract, except as expressly stated in these Terms and Conditions.

Neither you nor we shall have any remedy in respect of any untrue statement made by the other party, whether orally or in writing, prior to the date of a contract (unless such untrue statement was made fraudulently) and the only remedy available to the other party shall be for breach of contract as provided in these 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 to them. The modifications will not have retroactive effect and, except for possible exceptions in specific cases, will be applicable 30 days after the date of their

publication in the corresponding notice.

If you do not agree with the modifications made, we recommend that you refrain from using our website.

28. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and contracts to purchase products on it shall be governed by Colombian law. Any dispute that arises or is related to the use of the website or these contracts shall be subject to the exclusive jurisdiction of the courts of the Republic of Colombia.

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

Your comments and suggestions are welcomed. Please send us such comments, suggestions, and inquiries through our contact channels or to the postal address indicated in clause 2 of these Conditions.

Your complaints and claims to our customer service will be addressed as quickly as possible and, in any case, within the legally established period of 15 business days from their receipt. Additionally, they will be registered with an identifying code that will be provided to you, allowing you to track their progress.

30. CONTACT

Please note that the email address contact.co@massimodutti.com is provided for the purpose of easy and direct access to the identifying information of TENDENZA NOVA S.A.S. as the commercial entity for the goods, as well as for you to submit any complaints or claims you deem appropriate. For legal notifications, they must be exclusively directed to the email address: notificaciones@texmoda.com.co

For sending comments, suggestions, inquiries, or any other matter not mentioned above, you can use our regular contact channels, which include the chat available on the website and the email address contact.co@massimodutti.com.

For more information, please refer to the "Contact" section of the website.

Withdraw form template.
(Only fill in and send this form if you wish to withdraw the contract)

Sent to Tendenza Nova S.A.S operating under the MASSIMO DUTTI brand name, with registered address at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca and email contact.co@massimodutti.com.

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

item:Ordered/received (*):

Customer name:

Customer address:

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

Date:(*) Cross out any that do not apply