

## Massimo Dutti website Terms & Conditions

### 1. INTRODUCTION

These are the terms and conditions governing the use of this website and the agreement that operates between us and you (hereinafter, the "Terms"). These Terms set out the rights and obligations of all users (hereinafter, "You" / "your") and those of Massimo Dutti (hereinafter, "us" / "our" / "we" / the "Vendor") in relation to the goods/services offered by us through this website or any of the other websites to which we may link (hereinafter, collectively known as the "Massimo Dutti Services"). Before You click on the "Authorize Payment" button to place the order, please carefully read these Terms and our Privacy Statement. By using this website or placing an order through it, You are consenting to be bound by these Terms and our Privacy Statement. If You do not agree to all of the Terms and the Privacy Statement, do not place an order.

These Terms may be subject to amendment, so You should carefully read them prior to placing any order.

If You have any questions about the Terms or the Privacy Policy, You may access our website or contact us through our contact web form.

Massimo Dutti Korea Limited trading as Massimo Dutti is a the Korean company with its registered address at 33th Floor, 511 Yeongdong-daero, Gangnam-gu, Seoul, Korea, and with VAT number 120-87-50256.

### 2. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both You and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order and checking the tick box to agree to these Terms, You unreservedly accept these Terms, having read them.

You agree that:

1. You may only use the website to make legitimate enquiries or orders.
2. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact You in the event that this should prove necessary (see our Privacy Statement).
4. If You do not give us all of the information that we need, we may not be able to complete your order.

In order to use this website, You must be at least 19 years of age. If you are under 19 years old, the order You placed and the contracts You entered into using the website may be cancelled by Your legal guardian if Your legal guardian does not agree to the order.

### **3. SERVICE AVAILABILITY**

The items we offer on this website are only available in the Republic of Korea.

### **4. HOW THE CONTRACT IS FORMED**

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any products shall exist between You and us until your order has been accepted by us. If we do not accept your offer and funds have already been deducted from your account, these will be fully refunded.

To place an order, You will be required to follow the shopping process online and press the "Authorize payment" button to submit the order. After this, You will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to You by sending You an e-mail that confirms that the product has been dispatched (the "Shipment Confirmation"). The contract for the purchase of a product between us (the "Contract") will only be formed when we send You the Shipment Confirmation.

The Contract will relate only to those products whose dispatch we have confirmed in the Shipment Confirmation. We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

### **5. AVAILABILITY OF PRODUCTS**

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock before Shipment Confirmation, we reserve the right to give You information about substitute products of an equal or higher quality and value which You can order. If You do not wish to order such substitute products, we will refund any monies that You might have paid.

### **6. REFUSAL OF ORDER**

We reserve the right to withdraw any product from this website at any time and/or remove or edit any materials or content on this website. We will use our best efforts to process all the orders and will notify You as soon as practicable if we are not able to fulfill the order and will refund any monies You might have paid before the order is shipped or take other necessary actions to do so.

We will not be liable to You or any other third party by reason of our withdrawing any product from this website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order.

### **7. YOUR RIGHTS TO CANCEL "COOLING OFF"**

If You are contracting as a consumer, You may cancel the Contract at any **time within 31 days** as of the Shipment Confirmation, as long as you bear the shipping fees for the return, In this case, You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 13).

Your right to cancel the Contract only applies to products that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. You should therefore take reasonable care of the product(s) while they are in your possession.

You will not have any right to cancel the Contract in the following cases:

- If return period has passed
- where the products have been destroyed or damaged due to a cause attributable to the consumer; provided, however, that damage to packaging by the consumer arising from an effort to confirm the contents of the products is not a cause attributable to the consumer;
- where the value of the products has significantly decreased due to a cause attributable to the consumer;
- where the value of the products has significantly decreased as to make it difficult to resell due to the lapse of time;
- where the packaging of reproducible products has been destroyed; or
- where the products are customized and thus cancellation of the products can cause significant damage to the online retailer; provided that consumers have been notified of such fact in advance and the consumers have provided written consent.

Please take good and reasonable care of the products whilst in your possession, and where possible original boxes, instructions/documents and wrappings should be retained and used for the return of the products.

Further details of this statutory right and an explanation on how to exercise it are set out in clause 13 of these Terms and are summarized on the documents provided when dispatching your order.

This provision does not affect your statutory rights as a consumer.

## **8. DELIVERY**

Subject to the provisions of Clause 5 above, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within 15 days of the date of the Shipment Confirmation.

Reasons for delay could include:

- Customization of products;
- Specialized manufacturing of items;
- Unforeseen circumstances; or
- Delivery to an island or mountainous area.

If for some reason we are unable to deliver on this date we will inform you of this situation at our earliest moment and give you the option to continue with the purchase with a new delivery date or alternatively cancelling the order and reimbursing you with the full amount paid. Please remember that we do not deliver on Saturdays or Sundays.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place or that the order has been delivered at the time that receipt of the order is signed for at the agreed delivery address.

## **9. UNABLE TO DELIVER**

If we are unable to deliver the goods after two attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining where your parcel is and how You can rearrange delivery. If You are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another mutually convenient day.

## **10. RISK AND TITLE**

The products will be at your risk from the time of handing over the product.

Ownership of the products will only pass to You when we receive full payment of all sums due in respect of the products, including delivery charges, if it is to be borne by You, or upon delivery (as defined in clause 8 above), should this be later.

## **11. PRICE AND PAYMENT**

The price of the products shall be the one quoted from time to time on our website, except where there is an apparent error. Whilst we take care to ensure that all prices quoted on our website are accurate, errors may occur. If we discover an error in the price of any product(s) You have ordered, we will inform You as soon as possible and give You the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact You, the order will be treated as cancelled and if You have already paid for the product(s) You will receive a full refund.

We are under no obligation to sell the product(s) to You at the incorrect (lower) price (even after we have sent You a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by You as such.

The prices displayed on our website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Costs Guide.

Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which a Shipment Confirmation has been sent. Once You have finished shopping, all the items You wish to purchase are added to your basket. Your next step will be to go through the checkout process and make the payment. To do this:

1. Click the "Shopping bag" button at the top of the page.
2. Click the "Continue" button.
3. Fill in or check your contact details, the details of your order, the delivery address and the invoicing address.
4. Enter the details of your card.
5. Click on "Authorise payment".

You can pay using your locally issued credit cards in the Republic of Korea, with Visa or Mastercard, or by Bank Transfer. To minimise the risk of unauthorised access, we encrypt your card data. Once we receive your order, we will request pre-authorisation on your card to ensure there are sufficient funds available to complete the transaction. The charge to your card will be made the moment your order leaves our warehouse.

If you click on "Authorise Payment" You are confirming that the card belongs to you.

Cards are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with You.

## **12. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the website are subject to the Value Added Tax (VAT).

## **14. PURCHASING AS A GUEST**

This website also allows purchasing via a guest account. When using this form of purchase, only the essential information will be requested to be able to process your order. Once the purchasing process has been finalised, you will be offered the opportunity to register as a user or continue as an unregistered user.

## **15. EXCHANGES/RETURNS POLICY**

### **Returns in the exercise of the right to cancel your purchase**

**General policy:** If You wish to cancel the Contract within the period specified in Clause 7 above, You can make a return to us at any of the MASSIMO DUTTI stores in your country or by giving the products to the courier arranged by us. You should send the product in the same package received by following the directions on the "RETURNS" section of our website. You should contact us through our web form to arrange for the product to be collected at your home address. Neither option will entail any additional cost to You. You will be responsible for the cost of returning the product to us where You are not able to do so via one of the two free options offered. Please note that if You return the goods to us at our expense, we will be entitled to charge You for the direct cost we might incur as a result.

If you make a return, we will provide a refund within 3 business days after receiving the returned products from you (in case of a bank transfer or debit card payment) or try to cancel the credit card authorization without delay. Default interest for delays of such return will be 20% per annum. Refunds for a credit card payment may take additional time depending on the policy of the respective credit card company.

If You have any doubts You can contact us through our web form or at the telephone number 80013756312.

**Product exchange or return in-store at MASSIMO DUTTI:** You may return any product purchased through this website to a MASSIMO DUTTI store located in the Republic of Korea. To do so, You must present the product with the return form (hereinafter, the form) received on delivery fully completed and present it in person in the store.

Please use or include with the product being returned all original boxes, instructions/documents and wrappings.

After reviewing the product, we will let you know whether or not you have a right to a refund. We will process your refund or exchanges pursuant to the general policy above

We will refund any money received from You using the same method used by You to make the payment or take other necessary actions to provide a refund.

A product shall not be exchanged or refunded if it falls under one of the cases that restrict such refund pursuant to Article 7 above.

Exchange is limited to exchange for the same product, of a different size or colour.

#### **Returns of defective products**

In circumstances where You consider that the product does not conform to the Contract at the time of delivery, You may cancel the Contract at any time within 3 months after receipt of the product or **within 31 days** after You become aware of such fact without bearing the shipping fees for the return. You should promptly contact us via our web form with details of the product and its damage. Alternatively You can contact us by telephone at 80013756312 where You will receive instructions from us.

You may return the product to us in any MASSIMO DUTTI store located in the Republic of Korea or by giving it to the courier arranged by us.

Upon receipt of the returned product, we will fully examine it and notify You of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We will process the refund or exchanges pursuant to the general policy above.

In case of existence of any defect, defective products will be refunded in full, including a refund of the delivery charges and any reasonable costs incurred by You in returning the item. We will refund any money using the same method used by You to make the payment or take other necessary actions to provide a refund.

This provision does not affect your statutory rights under the regulations in force.

## **16. LIABILITY AND DISCLAIMERS**

Our liability in connection with any product purchased through our website is strictly limited to the purchase price of that product.

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limit) for any:

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

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

## **17. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent You using this website to the extent necessary to make a copy of any order or Contract details.

## **18. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to You should be in writing. When using our site, You accept that communication with us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on our website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that we provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **19. NOTICES**

All notices given by You to us should be given to us preferably via our web form. Subject to and as otherwise specified in clause 16 above, we may give notice to You at either the e-mail or postal address You provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## **20. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between You and us is binding on You and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to You, whether express or implied.

## **21. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **22. WAIVER**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

## **23. SEVERABILITY**

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **24. ENTIRE AGREEMENT**

These Terms and any document expressly referred to in them represent the entire agreement between You and us in relation to the subject matter of any Contract and



supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

Both You and us acknowledge that, in entering into this Contract, neither You nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms.

Neither You nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

## **25. OUR RIGHT TO VARY THESE TERMS**

We have the right to revise and amend these Terms from time to time.

You will be subject to the policies, Terms in force at the time that You order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case it will apply to orders previously placed by You.

## **26. LAW AND JURISDICTION**

The use of this website and Contracts for the purchase of products through our site will be governed by the Republic of Korea law.

Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the jurisdiction of the consumer's residence. However, if the consumer is another business merchant, such dispute shall be subject to the exclusive jurisdiction of the Seoul courts.

If You are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

## **27. FEEDBACK**

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.