GENERAL TERMS AND CONDITIONS OF SALE

FOR PURCHASES IN STORE

GENERAL REMARKS

Dear Customer,

At our points of sale, you can purchase both products that are available in the store ("**Available Products**") and products (only at participating points of sale) that are not available at that time and that will be delivered at a later date ("**Products@**"). The Available Products and Products@ are hereinafter also jointly referred to as the "**Product(s)**".

These general terms and conditions of sale for purchases in store apply to the purchase of Products, both Available Products and Products@ ordered in the store for subsequent delivery (hereinafter: the "**Terms and Conditions for Purchases in Store**").

By making a purchase in one of our stores, the Customer declares that they agree to these Terms and Conditions, which are available in the store and in the relevant section of the website www.intimissimi.com/nl (hereinafter: the "**Website**"), where the main characteristics of the Products are also described.

1. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE FOR PURCHASES IN STORE

In the event of changes to the Terms and Conditions for Purchases in Store, the terms and conditions applicable at the time of purchase shall apply. Previous versions of the terms and conditions can be consulted in the relevant section of the Website and can be saved and printed at https://www.intimissimi.com/nl/sales-condition-intimissimi.html.

The Customer is required to read and agree to these Terms and Conditions for Purchases in Store before making a purchase. By proceeding with the purchase, the Customer declares that they have fully read, understood and accepted these terms and conditions.

2. PARTIES

2.1 The retailer of the Products (hereinafter: the "**Retailer**") is the company operating the point of sale where the Customer chooses to purchase the Products. All relevant information concerning the Retailer is available in the relevant store.

2.2 In the event of a purchase of Products@, the Customer is identified based on the information provided by them. It is prohibited to provide false and/or fictitious information. The Retailer accepts no liability in this regard.

2.3 For further information, the Customer may contact the Retailer directly using the contact details set out in Article 10 of these Terms and Conditions for Purchases in Store.

3. HOW THE AGREEMENT IS CONCLUDED

3.1 The purchase of the Products is concluded at the time payment is made in the store (hereinafter: the "**Purchase Date**").

3.2 By purchasing Products@, the Customer agrees and gives their consent for the Products@ to be delivered at a later date to the location agreed with the Retailer.

After purchasing Products@, the Customer will receive an email (hereinafter: the "**Products@ Purchase Confirmation**") confirming that the purchase has been successfully completed and containing a summary of the purchase.

The Customer will subsequently receive the following by email:

- confirmation that the Products@ have been shipped to the agreed location (hereinafter: the "**Products@ Shipping Confirmation**");
- confirmation that the Products@ have arrived at the agreed location, together with collection instructions (hereinafter: the "**Products@ Delivery Confirmation**").

4. SPECIFIC TERMS AND CONDITIONS OF SALE FOR PERSONALIZED PRODUCTS

4.1 Only where permitted by the Retailer, it is possible to personalize certain Products (hereinafter: "**Personalized Products**").

4.2 It is possible to personalize certain Products by having the Retailer apply a word, symbol, number or sentence to them (hereinafter: the "**Text**"). The Text may under no circumstances be offensive, pornographic, defamatory, blasphemous, racist or discriminatory, and may not contain threats or incitement to violence. The Text may also not contain the names or nicknames of well-known people and, in general, may not infringe the rights of third parties, in particular third-party intellectual property rights or registered trademarks.

In any event, the Retailer reserves the right to refuse any Text that violates the above requirements, as well as any other Text that, in the Retailer's opinion, is inappropriate for any reason, without being required to provide the Customer with a reason.

If the Retailer decides to refuse the Text proposed by the Customer, this will result in cancellation of the Order Proposal.

By placing an order for Personalized Products, the Customer declares that they:

- guarantee that the requested Text does not fall within any of the prohibited categories;
- accept full responsibility for the requested Text;
- indemnify and hold harmless the Retailer, its affiliated companies and companies within the Retailer's group against all costs, expenses, damages and losses resulting from the use of the Text on the Personalized Product.

4.3 The Retailer may, exclusively for Products selected by the Retailer, offer a personalization service involving the application of customized modifications to adapt the Products to the Customer's wishes (hereinafter: "**Customized Modifications**").

5. SALES PRICES

The prices of the Available Products and Products@ are the prices applicable at the point of sale on the Purchase Date. The prices include taxes, duties and any costs relating to customs duties.

Any shipping costs charged to the Customer for the shipment of Products@ (if applicable) will be stated on the purchase receipt.

6. PAYMENT METHODS

Payment may be made using all payment methods accepted at the point of sale selected for the purchase of the Products.

7. SHIPPING AND DELIVERY

7.1 Available Products are delivered immediately upon purchase in the store, simultaneously with payment.

Products@ will be delivered as soon as possible and in any event no later than 30 (thirty) days after the Purchase Date, as stated on the purchase receipt issued in the store, to the agreed location (for example, the store itself, the Customer's home address or a selected collection point).

7.2 If the Customer has chosen to collect the Products@ from a store, they will be available for collection for 10 (ten) days, starting from the date of the Products@ Delivery Confirmation.

The Customer may collect the Products@ personally or authorize another person to do so.

7.3 When collecting the Products@, the following is required:

- presentation of the email containing the Products@ Delivery Confirmation;
- signing of the collection form.

If the Customer is registered as a Loyalty Customer, it is sufficient to:

- provide their first and last name, or show the customer card, or show the Products@ Delivery Confirmation;

- sign the collection form.

If the required documentation is not presented or the Products@ are not collected, this will result in termination of the purchase agreement relating to the Products@ and reimbursement of the full amount paid, which will be refunded by bank transfer.

Personalized Products are specially manufactured for the Customer and therefore cannot be returned, except in the event of non-conformity. If Personalized Products are not collected from the store, the purchase agreement will not be terminated and there will be no right to a refund.

7.4 At the time of collecting the Products@, it is the Customer's responsibility to:

- check that the Products@ correspond to the Products purchased;
- check the condition of the packaging and verify whether there is any immediately visible damage (for example, a wet or damaged box).

Any problems must be reported immediately.

7.5 Before the purchase, store personnel will inform the Customer if shipping costs are payable (hereinafter: the "**Shipping Costs**"). These Shipping Costs can be found on the Website and will be stated on the purchase invoice issued by the point of sale when purchasing the Products@.

8. CONTRACTUAL RIGHT TO RETURN A PURCHASE (RETURN POLICY)

8.1 Without prejudice to the provisions of the applicable regulations concerning guarantees for consumer goods, we are pleased to offer our Customers an additional guarantee beyond the statutory provisions. We provide the possibility of returning Products at all participating stores in the Netherlands (excluding outlet stores and duty-free points of sale), even if the purchase was not made online and even if the Products are not defective. The following conditions apply to such returns.

Products returned under the contractual right of return are hereinafter referred to as "**Returned Products**".

The Returned Products must be returned upon presentation of the purchase receipt.

The above-mentioned return must take place no later than within the following periods:

- **for Available Products:** within 30 days of the Purchase Date;
- **for Products@:** within 30 days of the date on which the Customer or a designated person collected them.

Provided that the requirements set out in Article 8.2 have been met, the Customer is entitled to:

- replacement of the Returned Products with other Available Products or other Products@ (any price differences will be settled accordingly); or
- a refund of the amount paid for the Returned Products in the form of a "**Return Card**" or, where available, as credit in the Digital Wallet in our app. Both the Return Card and the Digital Wallet credit can be used in all stores in the Netherlands.

When exercising the contractual right of return, the refund shall be based on the price stated on the purchase receipt, excluding the costs referred to in Article 8.3.

8.2 The contractual right to return a purchase referred to in this Article is subject to the following conditions:

- the Returned Products must be returned in full; it is not permitted to return only certain parts or components of the Product (including in the case of sets);
- the Returned Products must be returned in the manner set out in Article 8.1, and no later than within the periods specified in Article 8.1;

- the Returned Products must not have been used, worn, washed, soiled or damaged and must not show any signs of use;
- the Returned Products must be returned in the same condition in which they were received, including all accessories and labels (for example, Products must be returned in their original packaging, including any cardboard supplied, etc.);
- Returned Products purchased on the same receipt/invoice may be returned at different times and using different return methods, provided this is done within the period specified in Article 8.1;
- if certain Products were purchased as part of specific promotions (for example, 5 for the price of 4, 3 for the price of 2, buy X and get Y, etc.), the contractual right of return may also be exercised with respect to only part of the Products covered by the promotion; in that case, the actual price paid as stated on the purchase receipt shall apply.

8.3 When exercising the contractual right to return a purchase, any additional costs shall be borne by the Customer (for example, costs associated with payment upon delivery, gift-wrapping costs, etc.).

8.4 The contractual right to return a purchase is excluded in the following cases:

- Personalized Products;
- Gift Cards;
- Products purchased at duty-free points of sale.

9. STATUTORY GUARANTEE FOR NON-CONFORMING PRODUCTS

9.1 For any defect or non-conformity of the Products, the statutory guarantee applicable to non-conforming products shall apply. This statutory guarantee shall apply for a period of two years from the date of purchase. The guarantee is applicable provided that the Customer can provide proof of purchase.

9.2 If it has been established that the purchased Products are non-conforming, the Customer is entitled, at no additional cost, to:

a) repair of the defective Product;

b) replacement of the non-conforming Products.

If repair or replacement of the Product is not possible, the Customer may request a price reduction in the form of a partial refund or terminate the purchase agreement (unless the non-conformity, in view of its minor nature, does not justify this).

Termination means that the agreement is reversed: the Customer must return the Product and the Seller must fully refund the amount paid.

A refund will be provided in the form of a Return Card, as credit in the Digital Wallet in our app (where available), or by bank transfer processed by our head office. Refunds to the original payment card or through any other payment method cannot be processed in the store. Both the Return Card and the Digital Wallet credit can be used in all stores in the Netherlands.

9.3 The Customer will not be charged any fee for returning defective Products.

10. CONTACT

For information requests, you may contact:

Calzedonia Customer Service
Attn. Ducal d.o.o.
Matrix Building, 5th floor
Slavonska Avenija 1C

10000 Zagreb (Croatia)
hello@calzedonia.com

11. PRIVACY

Please consult the Privacy Policy on the Website for complete information on how we process your personal data.

12. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

These Terms and Conditions for Purchases in Store are governed by and construed in accordance with the applicable law of the country in which the point of sale where the purchase took place is located, without prejudice to mandatory provisions of the country of residence of the Customer that take precedence.

Any disputes shall be submitted exclusively to the competent court of the Customer's place of residence or habitual residence, in accordance with applicable law.

13. AMENDMENTS AND UPDATES

These Terms and Conditions for Purchases in Store may be amended at any time. The Customer must accept the Terms and Conditions for Purchases in Store that are in force at the time of purchasing the Products.

The new Terms and Conditions for Purchases in Store shall apply from their effective date and shall apply to purchases made after that date. Previous versions of the Terms and Conditions for Purchases in Store can be consulted in the relevant section of the Website.

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