

GENERAL TERMS AND CONDITIONS OF SALE FOR IN-STORE PURCHASES

Dear Customer,

At our points of sale you are able to buy both products available in-store ("**Available Products**"), and products (only in the participating points of sale) not available at the time, which will be delivered to you later ("**Products@**") hereinafter jointly the "**Products**".

Upon purchase of the Products, these general terms and conditions of sale will apply to in-store purchases (hereinafter the "**Terms and Conditions for In-Store Purchases**").

By making a purchase within one of our stores, the Customer declares to accept these conditions, available both in-store and in the section of the site www.intimissimi.com (hereinafter the "Site"), where the main characteristics of the Products are also described.

APPLICABILITY OF GENERAL TERMS AND CONDITIONS OF SALE FOR IN-STORE PURCHASES

In the event of changes in the Terms and Conditions for In-Store Purchases, the conditions in force at the time of the purchase shall apply. You will be able to check the previous versions in the specific section of the Site, which can be saved and printed.

The Customer is required, before making the purchase, to read and accept these Terms and Conditions for In-Store Purchases. The purchase implies full knowledge and acceptance of these conditions.

1. SUBJECTS

1.1 The retailer of the Products (hereinafter the "**Retailer**") is the company that manages the point of sale where the Customer chooses to purchase the Products. All information relating to the Retailer is available in the store.

1.2 In the event of the purchase of Products@, the Customer will be identified by the information they provided. Providing false and/or fabricated data is prohibited: the Retailer is exempt from any liability in this regard.

1.3 For any information, directly contact the addresses indicated in the following paragraph 8).

2. METHOD OF FULFILLMENT OF THE CONTRACT

The purchase of the Products will be finalized when the payment is made within the point of sale (hereinafter the "**Purchase Date**").

By purchasing the Products@, the Customer accepts and authorizes the same to be delivered at a later time, at the place agreed upon with the Retailer.

After purchasing the Products@, the Customer will receive an email (hereinafter "**Product@**").

Purchase Confirmation") containing confirmation that the purchase has been correctly completed and a summary in it.

Subsequently the Customer will receive, again via email:

- confirmation that the Products@ are being shipped to the agreed upon location (hereinafter "**Product@ Delivery Confirmation**");
- confirmation that the Products@ have arrived in the agreed upon location, together with the instructions for pick-up ("**Product@ Delivery Confirmation**").

3. SALE PRICES

The prices of Available Products and Products@ are those in effect at the point of sale on the Purchase Date.

Prices are to be considered inclusive of taxes, duties and any costs related to customs duties. Any shipping costs charged to the Customer for shipping the Products@ (if provided) will be indicated in the commercial document/purchase invoice.

4. METHOD OF PAYMENT

Payment can be made through all the payment methods accepted at the point of sale chosen for the purchase of the Products.

5. SHIPPING AND DELIVERY

5.1 Available Products will be delivered within the point of sale together with the payment.

The Products@ will be delivered to the agreed upon location as soon as possible and in any case no later than 30 (thirty) days from the Purchase Date found on the commercial document/purchase invoice issued in-store.

5.2 In the event that the Customer has chosen to receive the Products@ at a point of sale, they will be available for collection for 10 (ten) days starting from the Product@ Delivery Confirmation. The Customer may pick up the Products@ in person or send a substitute in their place.

When picking up the Products@, the following will be necessary:

- show the Product@ Delivery Confirmation email
- sign the pick-up form

In the event that the Customer is registered with the Loyalty Program, the following will be sufficient:

- provide your full name, or show the loyalty card, or show the Product@ Delivery Confirmation email
- sign the pick-up form.

Failure to present the documentation necessary for pick-up, as well as the failure to pick-up the Products@ and the no availability of them will result in the termination of the purchase contract related to the Products@ and the reimbursement of the entire sum paid, which will be refunded by wire transfer.

At the time of pick-up of the Products@, the following will be the Customer's responsibility:

- check the correspondence of the Products@ with those purchased;
- check the integrity and the possible presence of damage to the packaging that is immediately

evident (for example: wet box, damaged box, etc.).

In the event of any issues, the Customer will be required to immediately report them.

5.3 The store staff will inform the Client in case some shipping costs are due (hereinafter referred to as **"Shipping Costs"**). These Shipping Costs are available on the Website and reported in the commercial document/purchase invoice issued upon purchase of the Products@ by the point of sale.

6. CONVENTIONAL RIGHT TO RETURN A PURCHASE (RETURN POLICY)

6.1 Notwithstanding the provisions of current legislation on guarantees relating to consumer goods, we are pleased to offer our Customers an additional guarantee with respect to that provided by law, granting the possibility to return the Products in all participating Intimissimi store located in the Belgium (except for outlets and Tax/Duty free points of sale) , even if it is not an online purchase and even if the Products are not defective.

Products returned in the exercise of the conventional right to return a purchase are hereinafter referred to as "Returned Products".

The Returned Products may be returned by presenting the commercial document/purchase invoice, or if the Customer is registered with the Loyalty Program, by communicating their full name, or by showing the loyalty card.

The aforementioned return must take place by and no later than the following periods of time:

- for Available Products: within 15 days from the Purchase Date;
- for Products@: within 15 days from the date of pick-up by the Customer or by an assigned individual.

Provided that the requirements set forth in Article 6.3) are complied with, the Customer will be entitled

- to replace the Returned Products with other Available Products or with other Products@;
- to regain the amount paid for the Returned Products by [Return Card](#). Please note that in case the price of the Returned Products had been paid (totally or partially) by voucher, Gift Card or Return Card, the refund by Return Card is the sole possible option; alternatively
- to regain the amount paid for the Returned Products by choosing one of the following option between those accepted by the point of sale where the Client performs the return, at Client's discretion. Indeed, every point of sale could offer to the Client one or more of the following options:
 - (i) refund by bank transfer;
 - (ii) refund by cash (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option);
 - (iii) refund by crediting the credit card used for the purchase, if allowed by the credit card circuit (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option).

In the event of exercise of the conventional right to return a purchase, the return will be made at the price indicated on the commercial document/purchase invoice, except for the costs referred to in paragraph 6.3).

6.2 The conventional right to return a purchase referred to in this article is subject to the following conditions:

- the Returned Products must be returned in their entirety, excluding the possibility of returning only certain parts or components of said product (even in the case of kits);

- the Returned Products must be delivered in the manner set out in Article 6.2, no later than the terms set forth in Article 6.1;
- the Returned Products must not have been used, worn, washed, soiled or damaged and must not show signs of use;
- the Returned Products must be returned packaged exactly as they were delivered, complete with all accessories and labels (for example, tights must be returned in their packaging, complete with the cardboard included, etc.);
- the Returned Products purchased with the same commercial document/purchase invoice can be returned even at different times and with different delivery methods, within and no later than the terms set forth in Article 6.1);
- in the event that certain Products have been purchased using specific promotions (for example 5x4, 3x2, buy X get Y, etc.), the conventional right to return a purchase can also be exercised with the return of only some of the Products from the promotion: in this case, will be considered the price of the Product actually paid and found on the commercial document/purchase invoice.

6.3 In case of exercising the conventional right of return, the following costs will be charged to the Customer any extra costs incurred (for example: charges on delivery, gift wrapping cost, etc.).

6.4 The conventional right to return a product is excluded in the case of:

- Personalized Products;
- Gift Cards;
- Products purchased in outlets and Tax/Duty free points of sale.

7. STATUTORY WARRANTY FOR NON-COMPLIANT PRODUCTS

7.1 For any defect or non-compliance of the Products, the statutory warranty of 2 (two) years for non-compliant products is recognized.

The warranty is valid under the following conditions:

a) the defect occurs within 2 (two) years:

- from the date indicated on the commercial document/purchase invoice issued in-store in the case of Available Products;
- from the date indicated on the pick-up form signed by the Customer or by a substitute in the case of Products@;

b) the Customer submits a formal complaint regarding the defects within a maximum of 2 (two) months from the date on which the defect was discovered;

c) the Customer presents the commercial document/purchase invoice (or if he/she has purchased as a Loyalty Customer, presenting the loyalty card or providing their full name is sufficient).

7.2 In the event that the noncompliance of the purchased Products has been ascertained, the Customer will have the right to obtain the following without any additional cost:

- a) the replacement of Products that do not comply with other Products, or
- b) the refund of the amount paid for the Defective Products as reported in the commercial documents/purchase invoice, which will occur as follows:
 - reimbursement of the price paid for the noncompliant product found on the commercial document/purchase invoice, using one of the methods among those accepted by the store where the

Customer is making the return. Each point of sale will actually be able to decide whether to offer its customers all or only some of the following refund methods:

- (i) refund by cash refund (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option);
- (ii) refund by the credit card used for the purchase, if allowed by the credit card circuit (exclusively in the shop where the purchase has been executed and solely if the relevant point of sale offers this option).

7.3 The Customer will not be required to cover any cost for the return of defective products.

8. CONTACTS

For any request for information, please contact:

INTIMISSIMI Customer Service
c/o Calzedonia Digital d.o.o.
Matrix Building
5th floor Slavenska Avenija 1C
10000 Zagreb (Croatia)
hello@intimissimi.com
tel. 00 800 121 23 17

9. PRIVACY

9.1. The Data Controller is Intimissimi S.p.A (hereinafter referred to as "Intimissimi"), with administrative headquarters in Via Monte Baldo n. 20 Dossobuono di Villafranca (VR), Italy. The Customer can contact Intimissimi by sending an email to the following address: privacy@intimissimi.com.

9.2. Intimissimi has appointed a Personal Data Protection Officer (DPO), who can be contacted by sending an email to the following address: DPO@intimissimi.com DPO@intimissimi.com.

9.3. Employees explicitly designated by the Data Controller, according to the respective authorization profiles assigned, process the personal data that the Customer provides us with. The designated persons may carry out consultation, use, processing and comparison operations, along with other appropriate processes, including automated searches, but only in cases where this has been explicitly authorized. The data will be processed using computerized, telematics and paper-based tools and support, in compliance with legislation to guarantee the security and confidentiality, as well as the accuracy, in updating and relevance of data regarding the stated purposes. The Customer can help us ensure that his data is always accurate by communicating updates to privacy@intimissimi.com.

9.4 To access services and content provided inside the stores of Intimissimi Group, the Customer may be asked for personal information such as name, surname, e-mail. With reference to the management of the purchase and post-purchase processes from the store of goods available in the

Intimissimi warehouses, we will use his contact details (name, surname, e-mail address) and, in case the service provides delivery to the home, his shipping address. This will happen in order to: deliver the order, allow the shipment to be monitored, certify that the goods have been delivered and proceed with the activation of the refund process. In the latter case, we may also process the IBAN. Providing such data is optional, but necessary in order to use the services requested. To pursue our purposes, we never ask for data of a sensitive nature (e.g. relating to racial and ethnic origin, religious, philosophical, political beliefs, health status, sexuality, etc.) or judicial (data regarding judicial records, or relating to the condition of defendant or suspect, etc.).

9.5 The personal data of the Customer will be processed for these purposes and for this period of time:

Type of processing	For what purposes do we process personal data?	What are the legal bases of the processing of personal data?	How long do we keep personal data?
Purchasing products	The personal data that the Customer provides will be used to process his purchase orders and related activities (shipment of goods, billing, delivery of the goods, payment processing, refund process, etc.).	The need to execute the contract of sale of products, or pre-contractual measures adopted according to the Customer's request	The personal data of the Customer will be kept for the time required to fulfill the contractual obligations as well as the obligations imposed by law (e.g. for tax matters) in relation to the performance of the sales activity.
Customer Care	We offer a support service (via chat, telephone, email) for all needs of the Customer relating to the purchase of our products, or the use of our services. In some cases, we may ask the Customer for personal information if this is necessary in order to respond to the requests that he makes via our Customer Care.	The need to execute the contract of sale of products, or pre-contractual measures adopted according to the Customer's request.	The personal data of the Customer will be processed for the duration strictly necessary to achieve the processing purposes.
Anti-fraud measures	Activation of necessary controls to allow the verification of correspondence between the purchasing subject and the holder of the selected means of payment will occur.	It is Intimissimi's legitimate interest to prevent and combat fraud.	24 months from the date of collection.
Statistical analysis	We create statistical reports and behavioral models in order to examine - in an aggregate form - the economic effectiveness of Intimissimi's commercial	It is Intimissimi's legitimate interest to analyze - in a pseudonymized form (in such a manner that the data subject is no longer identifiable) - customer data, in order to	The personal data related to the purchase will be kept - in a pseudonymized form - for five years. The other personal data

Type of processing	For what purposes do we process personal data?	What are the legal bases of the processing of personal data?	How long do we keep personal data?
	initiatives (for example the interest in a new product) and to direct our future commercial and promotional initiatives.	obtain strategic information relating to customer buying behavior, how customers interact with the Company through the various communication channels and the effectiveness of commercial and promotional initiatives, and to be able to compete with the main operators in the sector.	will be stored - in a pseudonymized form - for two years.

We wish to inform the Customer that when we process his personal data using the legitimate interest as a legal basis, we carry out a balancing test between the interest and his rights as required by the law. The Customer can contact the Data Controller at any time to request information.

9.6 Intimissimi only communicates personal data to third parties when it is necessary and functional in order to achieve the data processing purpose pursued in accordance with the service that the Customer has requested. In any case, we only communicate after having informed him, and where necessary, having received his consent to do so.

The data collected through individual services and for the purposes indicated in this privacy policy, are normally communicated through the following subject categories:

- Subjects to whom the right of access is granted by law or regulation (e.g. public security authorities and police forces);
- Companies belonging to the Intimissimi Group as parent, subsidiary, associated or affiliated companies; • Intimissimi Group sales points;
- Data processing and IT service companies (e.g. web hosting, data entry, management and maintenance of IT infrastructures and services, e-mail marketing, Acquirer, etc.);
- Companies that provide payment services, Paypal, shipping companies, financial institutions, companies that provide mailing and correspondence service;
- Companies and firms providing consultancy services.

The list of persons appointed as data processors is obtainable by writing to privacy@intimissimi.com.

9.7 Personal data collected may be transferred outside the EU (in particular, the United States) to be stored on Customer Relationship Management servers. The transfer is carried out with Standard Contractual Clause stipulation or upon verification of the Privacy Shield certification from the service provider (specifically appointed as Data Processor). The list of persons appointed as data processors is obtainable by writing to privacy@intimissimi.com.

9.8 The Customer can exercise the rights that the law governs regarding his personal data by writing to privacy@intimissimi.com. We will reply to his request as soon as possible and in any case, no later than 30 days upon receipt. In some cases, we may request a copy of an identification document if required in conjunction with his request, to enable us to verify his identity. Below we illustrate the rights that the law guarantees to the Customer:

- **Right of access:** the right of the Customer to know if we process his personal data and, if it is confirmed, to obtain a copy of such data and be informed about; the source of the data, the categories of personal data processed, data recipients, the processing purposes, the existence of an automated decision-making process, (including profiling) the data retention period and the rights provided by Regulation.
- **Right of rectification:** the right of the Customer to obtain a rectification of data in our possession that concerns him or to update data that is incomplete. We remind the Customer that when he provides his data to use our services, he guarantees its authenticity and accuracy. The Customer can help us ensure that his data is always accurate by communicating updates to privacy@intimissimi.com.
- **Right of erasure:** the right of the Customer to request the erasure of his personal data if it is no longer needed for the purpose for which they were collected, or if we are no longer authorized to process this.
- **Right of restriction of processing:** the right of the Customer to obtain processing restrictions in the following cases:
 - a) When the Customer objects the accuracy of personal data. He can request processing restriction for the period in which we will verify the accuracy of his data;
 - b) When we are not authorized to process his data and instead of deleting them, he can request a limit in their usage;
 - c) where the data in our possession, although no longer necessary for us for the processing purposes for which they were collected, are required for the investigation, exercise or defense of a right in court;
 - d) When the Customer objects a processing based on our legitimate interest. The Customer can ask us to limit processing, pending verification of the precedence of our legitimate reasons, regarding those that are his responsibility.
- **Right of consent withdrawal:** the Customer can withdraw his consent in relation to all processing of data that requires it.
- **Right of data portability:** In the event that we process data based on the Customer's consent or in the implementation of a contract, or if the processing is carried out by automated means, the Customer can exercise the right of data portability. The Customer will then be able to receive the personal data that he has communicated to us in a structured format, commonly used and readable using an automatic device. The Customer can also request to forward his data directly to another company, as long as this is technically possible.
- **Right of opposition:** the right of the Customer to object to the processing of his personal data at anytime based on our legitimate interest, including profiling.

We also inform the Customer that if he believes that the processing of his personal data goes against the provisions of EU Regulation 2016/679, he has the right to file a complaint with the competent data protection supervising authority.

If, to proceed with the purchase management, he uses the services available on our websites, we also ask him to consult the related privacy policy.

10. APPLICABLE LAW, SETTLEMENT OF DISPUTES AND JURISDICTION

These Conditions for In-Store Purchases may be amended at any time. The Customer will be required to accept the Terms and Conditions for In-Store Purchases in effect at the time of purchase of the Products. The new Terms and Conditions for In-Store Purchases will be effective from the effective date of the same and in relation to purchases made after that date. You may check any previous versions of the Terms and Conditions for In-Store Purchases in the dedicated section of the Site.

11. AMENDMENT AND UPDATE

These Conditions for In-Store Purchases may be amended at any time. The Customer will be required to accept the Terms and Conditions for In-Store Purchases in effect at the time of purchase of the Products. The new Terms and Conditions for In-Store Purchases will be effective from the effective date of the same and in relation to purchases made after that date. You may check any previous versions of the Terms and Conditions for In-Store Purchases in the dedicated section of the Site.

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[General terms and conditions of sale - December 2021](#)