

TERMS AND CONDITIONS OF SALE

DESIGUAL.com

1. Introduction

These terms and conditions of sale (the "**Terms and Conditions of Sale**") will govern the agreement between NTS W. USA, CORP, a company with registered office address at 228 Park Ave S, Suite 67794, New York – Zip Code 10003-1502 (USA), duly placed on record at the Commercial Register of New York, VAT Reg. No. 845212463RM0001 ("**Desigual**"), and you (the "**Customer**") when you purchase goods (the "**Goods**") from Desigual through the website www.desigual.com (the "**Website**").

2. Contract

2.1 Use of the website

To place an order online, you must be of legal age (18 years old and over) and be the final customer. Minors are expressly excluded from this service.

The rights and benefits derived from registering as a participant in the Desigual brand loyalty program are indicated in the corresponding section of the Website.

By using the Website and placing orders online, you, as the Customer, agree:

- (i) To use the Website for browsing or placing legally valid orders.
- (ii) Not to place false or fraudulent orders.
- (iii) To provide us with your email, shipping address and/or any other information that may be necessary for properly processing your order in a true and accurate manner. You also agree to the processing of your information by us in accordance with our Privacy Policy.

2.2 Registry

To access to the Website as a visiting user it is no need for the Customer to register in the Website; while in order to place an order in the Website the Customer can register by filing the form provided for this purpose in the Website in which case, a Customer account will be created and the Customer will become part of the Desigual fidelity program in force. To all the effects, Desigual is the company owner and responsible for the management of said fidelity program, as well as the owner of the Website.

Alternatively, the Customer is free to anonymous place an order online. In such case, the Customer shall only provide Desigual with his/her personal data strictly needed to process the order.

We remind you that by creating your Customer account, you will be able to simplify future purchase orders and get advantages such as discounts and priority access to promotions reserved for registered Customers.

2.3 How can I place an order?

To place an order online through the Website please follow these steps:

1. Choose the Goods you wish to purchase and add them to "My Cart".
2. Proceed to checkout.
3. Enter your delivery and payment information.
4. Choose a method of payment and click on "Submit Order". By clicking on the "Submit Order" button, you fully agree without reservations to the Terms and Conditions of Sale as contained in the Website at the time of purchase. At this time is recommended that you review your cart to verify that it includes those Products that, effectively, you wish to acquire. Once confirmed the payment, you shall not be able to modify your order.
5. Click on "Submit Payment".
6. Pay.
7. If your payment is authorized, you will receive an acknowledgment email confirming receipt of your order through an email to the address by you provided at this effect. Except in the circumstances described in sections 2.3 and 2.4, the acknowledgement

email confirming receipt of your order constitutes Desigual's acceptance of your order and will be deemed to be a binding contract between you and Desigual.

It is advisable that you print out and/or save a copy of the Terms and Conditions when you place an order with us, as well as a copy of the acknowledgment email confirming receipt of your order.

Desigual reserves the right to change and update these Terms and Conditions without notice at any time. Changes and updates to these Terms and Conditions will be published and available to Customers on the Website at all times. Please also bear in mind that the Terms and Conditions of Sale applicable to your order cannot be changed once you receive the acknowledgment email from Desigual confirming receipt of your order.

2.4 Availability of Goods

Successful completion of your online order is subject to the availability of Goods. Desigual makes its best efforts to ensure the availability of all Goods sold on its Website.

If the Goods you have ordered are not available you will be immediately informed by email and reimbursed the price paid within same method of payment you did the acquisition.

2.5 Availability of the services

The Products offered over this Website are only available for delivery to the United States of America.

If you wish to order Products from another state outside of USA via this Website, you are of course welcome to do so. However, the ordered Products can only be delivered to a Desigual store or a delivery address within the United States of America.

2.6 Verification of data

Before your order is processed, Desigual may check the information provided. This includes verifying the address and solvency of the Customer, or the existence of a potential fraud. In case of suspected fraud, Desigual may conduct a partially automatic check of all purchases in order to filter purchases considered to be abnormal or suspicious or suspected of fraud. Any suspected fraud will be investigated and the Customer may be reported to the competent authorities, which may then take action against the Customer.

3. Price and payment

3.1 Prices and currency

The prices and offers on the Website are inclusive of VAT (Value added tax), but exclude shipment costs, which will be added to the total amount due and indicated at the time the order is placed. The prices and offers on the Website are only valid for orders placed online through the Website. Website prices and offers may differ from prices and offers at Desigual retail stores around the world. Desigual may apply an automated system to determine the prices of the products for sale on our Website. This system determines the price of our products according to different reference variables, so that prices may change from time to time.

Changing your country may affect the price of the Goods as a result of currency exchange rates or country-specific prices.

3.2 Method of payment

To pay for your order, you may use any of the following credit or debit cards, such as Visa, MasterCard, American Express, PayPal, Klarna or alike, applicable from time to time. Your card will be charged upon confirmation of your order.

3.3 Value added tax

In order to charge the applicable VAT according to distance selling regulations, it will be deemed that your delivery address is in the Member State shown in the shipment address. All online purchases are subject to VAT.

We will apply the legal VAT rate in force within the Member State where the package will be delivered.

You expressly authorize us to issue an electronic invoice. However, you may indicate your wish to receive a printed copy of your invoice at any time. In that case, we will issue and send you a printed invoice.

4. Delivery

4.1 Delivery: Where and when

Deliveries are made from Monday to Friday. There will be no deliveries on weekends or local holidays. Orders can only be delivered to home or office addresses. In order to facilitate the delivery process, Customers are asked to use their work address or an address where someone is available to collect the package.

No items will be delivered to areas where customs duties apply or to PO Boxes.

Customers choosing to collect their order at a Desigual retail store in the country where you purchased the Goods may do so within thirty (30) days at the Desigual retail store in the country where you purchased the Goods they choose online.

For the purposes of these Terms and Conditions of Sale, it will be considered that "delivery" has taken place or that a shipment has been "delivered" when the Customer or a third party duly designated by the Customer is in possession of the Goods. For these purposes, the person collecting the package at the shipment address indicated by the Customer will be asked to sign for your package. If a third party collects the package for you, such third party must present proof that you have authorized them to collect your package, including, at least, the following information: acknowledgement email confirming receipt of your order and copy of the National ID Card, Alien ID Card or Passport of the Customer, as appropriate.

4.2 Delivery times

Orders shall be delivered within the term set forth in the Website according to the delivery method chosen by you and, within then within a maximum of thirty (30) days of the date of the order confirmation. Once your order has been dispatched, you will receive an email with the expected delivery date.

If your order is not delivered within thirty (30) days after your order is ready for delivery, for causes not attributable to Desigual, we will consider that you no longer wish to receive the order. As a result, we will refund all sums, including shipment fees, within fourteen (14) days of the date on which we consider the order as cancelled.

5. Shipment fees

Shipment fees are applied to every order. Shipment fees depend on the method of delivery you choose and the postal code of your shipping address.

6. Returns policy

6.1 Legal right of withdrawal

If you are not satisfied with the Goods you have purchased, irrespective of the reason, you can return them without the need to provide any explanation whatsoever within fourteen (14) calendar days of the date of delivery.

In order to return your Goods, simply notify Desigual of your intention to return the Goods. To do so, please contact Desigual at Passeig del Mare Nostrum, 15, 08039 Barcelona (Spain) or by email at help@help.desigual.com informing of your decision to withdraw your order through an unequivocal statement. You may also exercise your right of withdrawal by filling in the electronic form you can download [here](#) and by sending it through the following [link](#). After notifying Desigual, please return the Goods to Desigual within fourteen (14) days. Appropriate shipping instructions (in accordance with applicable law [e.g. address to which the shipment should be sent]) are provided on the Website. As soon as Desigual is in possession of the Goods or, if you are using a courier service, as soon as Desigual receives the Goods, Desigual will make a refund for the value of the Product, as well as the shipping

costs paid, if any, by the Customer, in the form of original payment within no more than fourteen (14) days. Notwithstanding the foregoing, we may retain the refund until we receive the Goods or until the Customer provides proof of having returned the Goods, whichever occurs earlier.

6.2 Contractual right of withdrawal

In addition to the right of withdrawal established by law for consumers and users, as detailed in the previous paragraph, Desigual grants Customers a period of thirty (30) days as of the delivery of the order to return the purchased Goods, irrespective of the cause.

If you return the Goods within the contractual period established for exercising the right of withdrawal, that is, within thirty (30) days of the delivery of the order, but once the legal period has elapsed, that is, fourteen (14) days, only the price paid for the Goods will be refunded. If you choose not to return the Goods to a Desigual retail store in the country where you purchased the Goods or use a courier service, other than that arranged by Desigual, all return shipping costs will be at your expense.

You may exercise your right of withdrawal, provided that you notify us of your intention to do so and you return the Goods within thirty (30) days of the date of delivery of your order.

After checking the condition of the Goods, Desigual will make a refund in the form of original payment.

6.3 Common provisions for returns

You may only return purchased Goods:

- a) That are unwashed and unworn (excepting reasonable wear and tear as a result of checking and trying on the Goods).
- b) That are complete (two-piece sets must be returned together).
- c) That have all tags on (including hygiene seals in certain goods).

You may return Goods in any of the following ways:

- a) At a Desigual retail store in the country where you purchased the Goods:
You may return the Goods to any Desigual retail store in the country where you purchased the Goods. Use this [link](#) to locate the Desigual retail store in the country where you purchased the Goods that is nearest to you. To return the Goods, please stop by a Desigual retail store in the country where you purchased the Goods and provide, along with the Goods, a copy of the acknowledgement email confirming receipt of the original order or the delivery slip.
- b) By courier service:
Together with your Goods, you will receive a delivery slip, the instructions on how to return purchases and a return mailing label. Simply pack the Goods you wish to return (you may use the original packaging), contact the courier service arranged by Desigual by calling the telephone number you will find in the return instructions and arrange a pick-up date and time.

Unless you are returning the Goods to a Desigual retail store in the country where you purchased the Goods or using the courier service arranged by Desigual, all return shipping costs will be at your expense.

6.4 If you are not satisfied with your purchase

If you consider that the Goods you have purchased are defective or fail to meet your expectations, please contact Desigual and tell us about it in order to proceed with your return through our Customer Service Department (section 13 of this Terms and Conditions of Sale).

You may return the Goods using any of the methods available for returns. Desigual will then check the condition of the Goods and refund the price and shipment fees, as well as any return-related costs, within fourteen (14) days of the date on which we send you an email confirming the refund or replacement of your purchase.

The foregoing is established without prejudice to your rights as a consumer, as established in the consumer protection regulations and, in particular, to the right of guarantee.

6.5 Exchanges

Unfortunately, we are currently unable to accept exchanges. For a different color or size, please return your Goods and place a new order through the Website.

6.6 Returning gifts

To return a gift, please contact the person who purchased the gift and ask them to follow the return instructions. Refunds on returns will be made in the form of original payment.

6.7 Information on refunds

Refunds will be made in the form of original payment. With the exception of conditions 6.1 and 6.2, Desigual will not make any refunds until the Goods concerned have been received and their condition has been inspected at the warehouse. Once the condition of the Goods has been verified, the relevant amount will be refunded, as appropriate, within fourteen (14) days of the date Desigual receives the Goods returned.

6.8 Product Warranty

All Desigual Products enjoy the legal guarantee established by virtue of the consumer and user regulations applicable to these Terms and Conditions of Sale.

7. Promotion codes

7.1 According to their terms and conditions, promotion codes are applied to one item only or to benefit from a discount in your order within the period for which they are valid.

7.2 Promotion codes are personal and non-transferable. They can only be used for online purchases. You are not allowed to sell, exchange or assign promotion codes. Promotion codes cannot be uploaded or shown on websites or other media for the purposes of making them available to the public, presenting them as gifts, selling them or making other exchanges. Promotion codes cannot be used for commercial purposes.

7.3 You can only use one promotion code per item and order. Promotion codes cannot be combined with other offers or special promotions.

7.4 Promotion codes cannot be exchanged for money.

7.5 Desigual has no obligation whatsoever to re-issue or return promotion codes. However, if Desigual decides, at its own discretion, to re-issue or return a promotion code, you will need to present a copy of your promotion code. Always keep a copy of your promotion codes, as you will be asked to present them in order to benefit from promotion code re-issues or returns.

7.6 Desigual reserves the right to immediately cancel a promotion code if it is suspected that the promotion code is being used incorrectly or in violation of any of the previous conditions or if there is sufficient cause to cancel it.

8. Validity of offers ("Promotions")

Promotional offers shown on the Website to increase the sale of certain Goods are only valid while shown on the Website, unless otherwise specified on the Website.

9. Liability

9.1 These Terms and Conditions of Sale describe all of the obligations and the liability of Desigual in connection with the supply of Goods. No other guarantees, conditions or terms will be binding upon Desigual, with the exception of those expressly contained in these Terms and Conditions of Sale.

9.2 Subject to the provisions of section 9.4, the maximum aggregate liability of either Party to the other in relation to any type of claims or claims associated with these Terms and Conditions of Sale, whether in contract, warranty, condition, tort, strict liability, statute or otherwise, ARE LIMITED TO THE AMOUNT PAID TO DESIGUAL FOR THE GOOD IN QUESTION.

9.3 Subject to the provisions of section 9.4, UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, CONDITION, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE WILL EITHER PARTY BE HELD LIABLE BY THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

9.4 Nothing in these Terms and Conditions of Sale limits or excludes Desigual's liability for (i) death or injuries caused as a result of Desigual's negligence, (ii) fraud, (iii) breach of obligations under the domestic laws in force, or (iv) any liability which cannot be excluded by law.

10. Privacy

The information on the processing of Participants' personal data is included in the Privacy Policy available at the following [link](#).

11. Applicable law

Purchases made on the Website under these Terms and Conditions are subject to the laws of the State of New York (USA).

12. Competent jurisdiction

Any dispute or controversy that may arise from the application or construction of these Terms and Conditions of Sale, as well as from the contracts herein incorporated, will be submitted to the Courts and Tribunals of the city of New York (USA), which Courts and Tribunals will have exclusive competence on such matters. However, if the Customer has the status of consumer according to the applicable law for the protection of consumers and users of the place where the offer of our products is addressed in relation to the disputed transaction, the competent courts shall be those of the place of residence of the consumer.

13. Contact us

If you have any questions or concerns in relation to your order, please contact Desigual Customer Service by e-mail or by courier at the address detailed below:

DESIGUAL:

Customer Service Department

Passeig del Mare Nostrum, 15, 08039 Barcelona (Spain)

E-mail: help@help.desigual.com

Desigual Customer Service telephone 902 138 138, Monday to Friday (except national holidays) (from 9AM to 9PM), and Saturdays (from 10AM to 6PM) (except national holidays). You may also contact us by clicking [here](#).

If you purchased Products from us through our Website within the European Union Countries, Norway, Liechtenstein or Island, and according to European Union Regulation nº 524/2013, you may be entitled to seek to settle the consumer dispute with us out-of court, through the EU platform for online dispute resolution which is available at <http://ec.europa.eu/consumers/odr/>.