

## **TERMS AND CONDITIONS OF SALE**

### **DESIGUAL.com**

#### **1. PURPOSE**

The present sale terms (hereinafter, "Sale Terms") regulate the agreement between the company **NTS W USA CORP**, 958 Avenue of Americas, 4th Floor, New York, NY 10001 ("Desigual") and the customer ("Customer") formalised through the website [www.desigual.com](http://www.desigual.com) (the "Website") for purchasing the products from Desigual via the Website.

#### **2. CONTRACTING PROCEDURE**

##### **2.1. Eligibility to Purchase**

In order to place an order through the Website, the Customer must be 18 years or older and be the final consumer. Minors are expressly excluded.

If the Customer decides to register and it was not member of the Amig@ program, the Customer will be automatically registered as such in our system. The rights and benefits arising from being registered as Amig@Desigual are the ones indicated under the section "Amig@Desigual" at [www.desigual.com](http://www.desigual.com).

##### **2.2. How to Place an Order**

Placing an order through Desigual Website consists of the following steps:

1. Choose the products that you like and add them to "Your Bag".
2. Proceed to check out
3. Enter the delivery and billing information.
4. Choose a method of payment and click on "Send Order". By activating the "Send Order" button on the order form, the Customer fully and without reservation accepts all the Sale Terms as per the Website at the moment of contracting.
5. Make the payment.
6. If the payment is authorised, the Customer will receive confirmation of receipt of the order. With the exception of the circumstances described in Sections 2.3 and 2.4 below, this confirmation constitutes acceptance by Desigual of the Customer\'s order and creates a binding agreement between Customer and Desigual.

It is recommended that the Customer prints and/or saves a copy of the Sale Terms when placing the order.

A copy of the confirmation of receipt will be sent to the Customer\' e-mail address. It is recommended to print or download the copy for possible future consultation.

Desigual may change the Sale Terms at any time, without prior notice to the Customer. However, Desigual will announce such changes on the Website. Also, once the Customer has received confirmation of receipt from Desigual of his/her order, the Sale Terms applicable to that order will not be changed.

### **2.3. Availability of Products**

The completion of an order through the Website is subject to the availability of the garments. Desigual attempts to guarantee stock of all garments on sale.

If the product ordered is not available or there is no stock of it, the Customer will be informed by e-mail and refunded the amount paid within 30 days of the payment.

### **2.4. Desigual\' Right to Cancel or Not Accept an Order**

Desigual reserves the right to reject any order as well as cancel or not accept a confirmed order for, amongst others, the following reasons:

- There was a technical or pricing error on the Website at the time the order was placed. Please try again later
- The ordered product is not available.
- The billing information given was incorrect or unverifiable.
- Security systems indicate that the order is abnormal or may be fraudulent.
- There is a reason to believe that the Customer is under 18 years of age.
- Desigual has been unable, after 3 attempts, to deliver the order at the address provided.

If an order is cancelled for any of the above reasons, Desigual will refund (if applicable) the value of the order. Delivery expenses are never refunded, except in certain circumstances.

### **2.5. Verification of Data**

Prior to processing an order placed by the Customer, Desigual may verify the Customer\' data. This may involve verification of the address and solvency of the Customer, and whether fraud is involved. With respect to possible fraud, Desigual may use partially automatic verification of all purchases in order to filter out those considered abnormal or suspicious and those suspected of fraud. Orders suspected of fraud will be investigated, and the Customer may be reported to the appropriate authorities, which may prosecute.

## **3. PRICE AND PAYMENT**

### **3.1. Prices and Currency**

The prices and offers presented on the Website do not include Sales Tax (where applicable) and are valid only for orders placed on-line through the Website. These prices and offers may not coincide with those available in other Desigual shops throughout the world.

Prices are given in US Dollars. Should the Customer change the delivery country while browsing the Website, prices may as of that moment be expressed in a different currency.

Desigual informs that changing the delivery country may have an impact on the price due to the exchange rate or the prices specific for that country.

### **3.2. Method of Payment**

To pay for the order the Customer may use the following credit or debit cards: Visa, Visa Electron, MasterCard, Discover or American Express, or PayPal. The charge will be made upon confirmation of the order.

### **3.3. Changes in Price**

The prices shown on the Website are subject to change. Desigual reserves the right to change prices without prior notice. However, once the confirmation of receipt of an order is received from Desigual, the price payable in respect of that order will not be changed.

Desigual informs that despite careful updates of the Website the prices shown may be erroneous. Any prices shown in error will be amended as soon as possible and shall not be binding on Desigual.

## **4. TRANSPORT AND DELIVERY**

### **4.1. Delivery: Where and When**

The deliveries are made from Monday through Friday. No deliveries are made on weekends or local holidays. The orders can be delivered only to private residences or offices in US.

Deliveries are made during business hours. Thus, to facilitate delivery, the Customers are asked to use their work address or any other address where there might be someone to receive the package.

### **4.2. Lead Time**

Orders are usually delivered within 3 to 10 business days. The delivery schedule is usually met, and although Desigual cannot guarantee punctuality, all orders are delivered within 30 days from the date of confirmation of receipt of the order, at the latest. Once an order is shipped, the Customer receives an e-mail notification about the expected delivery date.

### **4.3. Verification on Receipt**

The Customer must verify the state of the packaging upon delivery. If the package is damaged, the Customer must not accept the delivery. The amount of the purchase and the delivery expenses will be refunded to the Customer once the warehouse has processed the return of the products. Desigual informs that the delivery must be verified within a reasonable time after receipt. In case no notice of rejection of the products is received within 30 days of

delivery, Desigual will consider the Customer to have accepted the delivery. This does not affect the Customer's right to return or exchange any order as set out in Section 6 below.

## **5. DELIVERY EXPENSES**

Delivery expenses apply to each order. The exact expenses for each delivery depend on the delivery address. In no event will orders be sent to areas that require the payment of customs duties.

## **6. RETURNS, EXCHANGES, AND CANCELLATIONS**

### **6.1. Return of Non-conforming Products**

The Customer has the right to return defective products or non-conforming products. The Customer has 2 months from the moment of detecting product non-conformity to inform Desigual about the defect or lack of conformity and to return the product to Desigual.

If the Customer returns a product because it is defective or non-conforming and the return is approved, Desigual will refund the value of the product and the delivery expenses, as well as the direct costs involved in the return, within thirty (30) days of Desigual's receipt of the returned product.

The above is notwithstanding the Customer's rights as a consumer under mandatory consumer protection law.

### **6.2. Return of Products for Any Reason (Right of Withdrawal)**

If the Customer is not satisfied for any reason with the products purchased, he/she will have 30 calendar days from the delivery date to return the product with no need for an explanation of any kind. The Customer may return the purchased product, provided that:

- The product has not been washed or used in any way (other than reasonable wear and tear from examining and/or trying on the product).
- The product is complete (two elements forming a pair must be returned together).

The product must be returned and the Customer must assume the expenses of this return. The products are to be returned with their original packaging and labelling, together with the applicable Returns Note. Upon satisfactory inspection of the returned goods, Desigual will refund the price of the product within thirty (30) days of receiving the order cancellation and product return notification from the Customer. The delivery expenses are never refunded (except in case of incorrect or defective items); the customer will also have to pay for the return expenses.

### **6.3. Product Exchange**

At the moment, products cannot be exchanged. To obtain a product in another colour or size, the Customer must return the original item and place a new order through the Desigual Website.

#### **6.4. Return of Gifts**

To return a product received as a gift, the Customer is asked to contact the purchaser and ask him/her to follow the return procedure. The refund will be made in the original payment method.

#### **6.5. Information on Refunds**

The refund will be made in the same manner as the original payment.

Desigual will not make the refund until receiving the returned product and verifying the condition of the product in the warehouse; once the condition of the returned product has been verified, the Customer will be refunded the relevant amount within thirty (30) days of receipt of the returned product at Desigual.

### **7. CONDITIONS APPLICABLE TO PROMOTIONAL CODES (DISCOUNTS)**

7.1. When promotional codes are used according to their terms and conditions, they are applied for a single discount on a purchase of a single product or a discount on an order for the time indicated by the promotional code.

7.2. Promotional codes are personal and may not be transferred. They may only be used for purchases on the Website. The Customer may not sell, exchange, or assign the promotional code. The promotional code may not be uploaded or disclosed through websites or other media making public offers, gifts, sales, or exchanges. Promotional codes may not be used for commercial purposes.

7.3. Only one promotional code can be used per product and per order. Promotional codes may not be combined with any other special offer or promotion.

7.4. Promotional codes may not be exchanged for money.

7.5. Desigual is under no obligation to reissue or refund promotional codes. However, if Desigual decides at its own discretion to reissue or refund promotional codes, the Customer's promotional code would be needed to do so. Thus the Customer is asked to always keep a copy of the promotional code, without which it cannot be reissued or refunded if lost.

7.6. Desigual reserves the right to void a promotional code immediately if it suspects that it is being used in violation of any of the above conditions or in any other improper manner or if it has reasonable grounds for voiding it.

### **8. VALIDITY OF OFFERS ("SALES IN PROMOTION")**

The promotional offers shown on the Website to increase the sales of certain products are valid only while they appear on the Website, unless otherwise specified thereon.

## **9. LIABILITY**

9.1. These Sale Terms set out the full extent of Desigual's obligations and liabilities in respect of the supply of the products. There are no warranties, conditions or other terms that are binding on Desigual except as expressly stated in the Sale Terms.

9.2. Subject to clause 9.4, the maximum aggregate liability of either party to the other on all claims of any kind under or related to these Sale Terms, whether in contract, warranty, condition, tort, strict liability, statute, or otherwise, SHALL BE LIMITED TO THE AMOUNT PAID TO DESIGUAL FOR THE PRODUCT IN QUESTION.

9.3. Subject to clause 9.4, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, CONDITION, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES.

9.4. Nothing in these Sale Terms shall limit or exclude Desigual's liability for (i) death or personal injury caused by Desigual's negligence, (ii) fraud, (iii) any breach of the obligations implied by applicable compulsory national laws or (iv) any liability which cannot be excluded by law.

## **10. PROTECTION OF PERSONAL DATA**

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

## **11. APPLICABLE LEGISLATION**

Purchases made through the Desigual Website and under these Sale Terms are subject to US law.

## **13. CONTACT WITH DESIGUAL**

For any question or incident with respect to an order, the Customer may contact Desigual:

- Calling at 1-855 374 5226 from Monday to Friday (except bank holidays) from 10:00 AM to 20:00 PM (ET)
- Through the Contact section of the Website
- By e-mail, addressing a message to [info@help.desigual.com](mailto:info@help.desigual.com)

For more detailed information on returns, please consult the Desigual Help section and follow the instructions carefully.

