

## **SPECIAL TERMS OF SALE FOR THE ON DEMAND COLLECTION ON DESIGUAL.COM**

### **1. Introduction**

These special terms of sale (the "**Special Terms of Sale for the On Demand Collection**") govern the agreement between Desigual and the Customer, formalized through the Website for the acquisition by the Customer of products from Desigual's *On Demand* Collection, designed and generated using artificial intelligence systems and technologies available in the On Demand section of the Website (the "**On Demand Products**").

THESE SPECIAL TERMS OF SALE FOR THE ON DEMAND COLLECTION ARE SPECIFIC TO THE ACQUISITION OF ON DEMAND PRODUCTS. IN ALL MATTERS NOT PROVIDED FOR IN THESE SPECIAL SALES CONDITIONS FOR THE ON DEMAND COLLECTION, THE GENERAL TERMS OF SALE OF DESIGUAL ("**TERMS OF SALE**") AVAILABLE [HERE](#) WILL APPLY.

UPPERCASE TERMS IN THESE SPECIAL SALES CONDITIONS FOR THE ON-DEMAND COLLECTION THAT ARE NOT DEFINED THEREIN SHALL HAVE THE MEANING AS GRANTED IN THE SALES TERMS.

### **2. Specifics for the On Demand Product Sales**

The completion of an order for an On Demand Product through the Website is subject to the possibility that such On Demand Products can be produced by Desigual, and, thus, the provisions in section 2.4 of the Terms of Sale will not apply. Consequently, Desigual may cancel the production of On Demand Products at any time if deemed necessary (due to lack of demand, production issues, etc.). If the On Demand Product cannot ultimately be produced by Desigual, the order will be canceled, and the Customer will be immediately notified by email, with a refund of the amount paid through the same payment method used.

Once the receipt of an order for an On Demand Product is confirmed, the production of the On Demand Products will be initiated. The delivery will take place within approximately four (4) months from the receipt of the order. As a result, the general timelines established in section 4.2 of the Terms of Sale will not apply.

As a supplement to what is stipulated in section 4.2 of the Terms of Sale, upon the purchase of the On Demand Product, the Customer will be periodically informed of the production process via the email provided for this purpose. Furthermore, since these are On Demand Products created from images, the final On Demand Product may vary from the initial image due to production factors (fabrics, fitting, etc.).

### **3. Liability of On Demand Products**

In addition to what is established in section 9 of the Terms of Sale, Desigual is exempt from any liability to the Customer arising from possible infringements of intellectual property rights of third parties regarding the acquired On Demand Products. Therefore, Desigual will not be liable for any direct, indirect, incidental, consequential, or punitive loss or damage that may arise as a result of the infringement of third-party intellectual property rights related to the acquired On Demand Products. Through the purchase, the Customer releases Desigual from any liability for any claims, legal actions, demands, or losses related to the infringement of third-party intellectual property rights.