

## TERMS AND CONDITIONS OF PURCHASE

These Purchase Terms and Conditions govern the use of the website [adolfodominguez.com](http://adolfodominguez.com) (hereinafter "The Website") of which Adolfo Domínguez, SA (hereinafter Adolfo Domínguez) is the owner. Adolfo Domínguez, SA is a corporation established in San Ciprián de Viñas, Polígono Industrial, Calle 4, Parcela 8 - 32901 Ourense, Spain, with tax identification number A-32104226, registered in the Ourense Mercantile Registry, Volume 189, Folio 125, Inscription 8ª, Page OR-1325 and with e-mail address: [contacto@adolfodominguez.com](mailto:contacto@adolfodominguez.com)/[contact@adolfodominguez.com](mailto:contact@adolfodominguez.com) (hereinafter Adolfo Domínguez). The use of the services of the online store by the customer presupposes, in any case, adherence to the Purchase Terms and Conditions in the version published at the time of the purchase order. It is therefore advisable for the customer to read these General Conditions before proceeding to make a purchase. [Click here to download the Purchase Terms and Conditions..](#)

### **1. CONTRACT SCOPE.**

These Purchase Terms and Conditions apply to the sale of all Adolfo Domínguez products through its website in the following countries Andorra, Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, the Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, the United Kingdom, the United States and the Czech Republic. If you do not reside in the countries indicated, you will only be able to purchase items through the online store if the shipping address of the order is in one of the countries or territories indicated.

Adolfo Domínguez informs that its website is intended exclusively for an audience over age 18. Adolfo Domínguez reserves the right to cancel the access account of a customer if fraudulent, speculative or bad faith acts are detected in the use of this service.

### **2. PURCHASE LIMIT.**

For security reasons, purchases of more than 1500 euros (or equivalent in the corresponding currency) per order cannot be made. If you are interested in making purchases for a higher amount, you should contact Customer Service, where you will be provided with information on how to make the desired purchase.

### **3. PRICE.**

The applicable prices are those indicated on the website on the date of the order. They are detailed in each item and include V.A.T. (Value Added Tax), or the corresponding tax.

Once you have completed the purchase order, and before making the payment, you will be provided with a final summary identifying the item(s) purchased and their total price (including shipping and taxes).

çL Prices on this website are shown in Euros, except for the USA and UK, which are shown in dollars and pounds respectively and in this case include tariffs.

## **4. PAYMENT.**

Payment will be made upon completion of the purchase process and will be an indispensable condition for the formalization of the purchase. Methods of payment accepted:

a) Credit or debit card Visa®, Mastercard® as well as 4B or 4B Maestro debit card, American Express, U-Pay and PayPal System. In any case, the payment method is selected during the purchase process on the corresponding screen.

We use secure payment systems of leading financial institutions, in order to provide maximum security. You must notify Adolfo Domínguez any undue or fraudulent charge on the card used for purchases, by email or telephone and as soon as possible so that we can make the appropriate arrangements. Suppliers or issuers of payment methods may adopt anti-fraud measures that involve the rejection of certain types of transactions. Adolfo Domínguez is not responsible for the implementation of such security policies.

You expressly authorize the issuance of the invoice in electronic format, although you may indicate at any time the desire to receive a paper invoice, in which case, it will be issued and sent in that format. Adolfo Domínguez will issue an invoice to the name of the individual or company placing the order, which is attached to the email confirmation of purchase, once the order is shipped from our warehouses. We warn that sales invoices may not be subsequently modified in compliance with current regulations.

b) Deferred payment: cash on delivery, only in Spanish territory ( mainland and Balearic). Payment will be made in cash or by credit card, at the address at the reception of the order. The cash on delivery purchase will not be possible when the address set as the delivery point of the shipment is a post office box.

## **5. DELIVERY.**

The delivery time will be a maximum of 30 calendar days from the purchase date. The delivery of the orders will be made at the address indicated by the customer according to the following characteristics:

### **5.1 Home delivery.**

#### **a) SPAIN.**

Standard shipping (not applicable to the Canary Islands, Ceuta and Melilla). If the

# ADOLFODOMINGUEZ

order is equal to or greater than 50€, shipping is free. If the order does not exceed 50€, standard shipping costs 5€.

The address you provide may be a home address, a place of business or any other address you provide. It is not necessary that the billing address and shipping address match. Our transport provider will send you an email or SMS (if you have provided a contact cell phone number in your order) indicating the day of delivery and allowing you to change the delivery date. On the day the delivery is scheduled, our transport provider will send you an email or SMS (if you have provided a contact cell phone in your order) informing you of the approximate delivery time slot.

We currently do not ship to the Canary Islands, Ceuta and Melilla. We are working to improve our shipments and to be able to offer this possibility in the near future.

**b) EUROPE (EXCEPT UNITED KINGDOM AND ANDORRA).**

If the order is equal or higher to 75 € the shipping is free. In case of not exceeding 75 € of purchase, shipping has a cost of 12 €.

**c) UNITED KINGDOM.**

If the order is equal to or higher than £ 60, shipping is free of charge. If the order does not exceed £60, shipping costs £10.

**d) ANDORRA.**

The shipping cost is always 25 € including taxes, regardless of the amount of the order.

**f) USA.**

If the order is equal or higher than \$200, shipping is free. If the order does not exceed \$200, the shipping cost is \$30.

**5.2 Store pickup:** This service is currently only available for Spain and Portugal. Customers can pick up their order at Adolfo Domínguez stores. You must select "Pick up in store" during the purchase process and mark the store where you want to pick up the order. A list of all the stores available for this type of pick-up will be displayed. Adolfo Domínguez will send an email, once the order has been delivered to the selected store, so that you can pick it up.

The customer will have until 15 days after the order is available to pick it up. In the event that after this period, the order has not been delivered to the customer, for reasons not attributable to our Company, we will understand that the customer decides to withdraw from the contract and we will consider it terminated.

Therefore, we will reimburse the payments made (including the shipping costs of the initial delivery) without undue delay and, in any event, no later than 14 calendar days after the date on which we consider the contract to be terminated. The reimbursement will be made by the same payment method that was used to make the payment.

**5.3 Delivery incidents:** If the delivery cannot be made due to the absence of the receiver, the transport agency, after two unsuccessful attempts, will return the goods to the origin, so you must contact the transport agency to arrange a new delivery.

## **6. RETURNS AND CANCELLATION.**

# ADOLFO DOMINGUEZ

There are different procedures for the realization of returns and cancellations. Below, we will describe the characteristics of each of them, as well as their costs and conditions.

- a. Return: in case of tare or defect.
- b. Withdrawal: by decision of the customer.

Due to the special characteristics of certain products, the following must be taken into account:

- For reasons of health protection and hygiene, we do not accept returns or cancellations of underwear, facemasks and earrings, when the wrapping, packaging or seal protecting the product has been opened, except for those that are damaged or defective.
- All products to be returned must be properly wrapped.
- Gift packs are indivisible and your items cannot be returned separately.
- In case of withdrawal you will only be liable for the diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You can download the form [here](#).

## **6.1 RETURNS (in case of defects).**

**Conditions:** Adolfo Domínguez shall be liable for any non-conformities manifested within the period established by legal regulations.

**Refund:** Adolfo Dominguez will reimburse the corresponding amount (except shipping costs) within 14 calendar days from the date that has been informed of the return. The refund will be made by the same payment method used to pay. However, we may withhold the refund until we have received the goods, or until you have provided proof of the return of the goods, depending on which condition is met first. If you have paid cash on delivery, you must include on the return form the current account number to which you wish to be reimbursed.

### **Procedure:**

**(i) Return in physical store (only in Spain and Portugal):** The easiest way to make a return is to go to one of our physical stores (except in outlets, El Corte Inglés and airports).

**(ii) Home or office pick-up:** If you prefer, you can request a free pick-up at the address that suits you best. To do so, follow these steps:

# ADOLFODOMINGUEZ

## 1. Request a refund:

If you are registered at [www.adolfodominguez.com](http://www.adolfodominguez.com) the return request will be very simple. You just have to log in and access directly to your customer area, enter the order containing the garment to be returned ("View order") and click on the option "Request a return". In case you have made the purchase without registration, you can request it by contacting us at [contacto@adolfodominguez.com](mailto:contacto@adolfodominguez.com)/[contact@adolfodominguez.com](mailto:contact@adolfodominguez.com) or by calling our Customer Service from Monday to Friday from 9:00h to 20:00h. Contact telephone numbers:

919 100 808 [Spain]

902 333 717 [International].

3. Packaging: Wrap the items, fill in the return form and close the box. You will receive an email with the link to the SEUR page, fill in your data and print the sticker that you must attach to the order.

4. Submit package: Deliver the box properly closed to the carrier.

5. Receive a refund: The refund will be made within a maximum of 14 working days in the same payment method. In case of cash on delivery, please indicate your account number on the form.

## **6.2 WITHDRAWAL.**

**Conditions:** you have the right to withdraw the contract without justification within 14 calendar days of receipt of the product..

**Refund and Procedure:** the same conditions shall apply as in case of a refund.

## **7. SPECIAL CONDITIONS OF PURCHASE BY SUBSCRIPTION.**

**a) Applicability.** We will apply these terms and conditions when you select the subscription purchase service. Available only in Spain.

**b) Service description.** Through the subscription purchase service, we will analyze your tastes and preferences about fashion, as well as your physiognomy and other characteristics of your body. From this analysis, we will draw some conclusions (hereinafter the customer study). We complement the service with the delivery, at the address you indicate, of a box with five items (garments and accessories) chosen by your Personal Shopper (hereinafter, the box). The selection is based on the information obtained from the customer study.

The garments must be returned in perfect condition, in accordance with the provisions of Clause 6.

**c) Contracting process.** The contracting process consists of the following steps:

1. Choose your plan.

2. Indicate your shipping information and enter your payment information.

3. Accept the Terms and Conditions of Purchase and the Privacy Policy.
4. Adolfo Dominguez will charge the amount corresponding to the study to the credit card provided in the registration process.
5. Once you receive the box, you have seven days to decide which garments you want to keep (all, some or none) and communicate it to Adolfo Domínguez through the website/your profile, where we will show you all the information about the garments sent: description, composition, price, discounts, etc. (hereinafter Checkout). If you do not keep any of the garments, you must send them to Adolfo Domínguez, following the instructions that we will provide you through the web and/or e-mail. If you do not contact us within the indicated period, we will understand that you wish to keep all the items in the box.
6. To return unwanted garments, you must complete the Checkout process in your private area on the website, place the unwanted items in the carrier's return bag, with the return label attached, contact the carrier (according to the instructions provided on the website or in the communications you receive in each case) and send the return bag to Adolfo Domínguez within 7 days from the delivery of the box.
7. After the communication indicated in point 5, or in the absence of this in accordance with the above, we will proceed to the effective collection of the amount of the garments you have selected, or, if applicable, of all the garments in the box.
8. Once payment has been made, Adolfo Domínguez will send the invoice by email. To this end, with the acceptance of these Terms of Purchase, you consent to the sending of electronic invoice. At any time you can object to this by writing to [contacto@adolfodominguez.com](mailto:contacto@adolfodominguez.com).
9. Adolfo Domínguez reserves the right to suspend the subscription purchase service when there is a pending return or collection of a previous order.

**d) Economic conditions.** The price for the customer's study will be the price indicated on the website, and it will be understood that you accept it along with these Terms and Conditions. The price of the set of garments sent and each of them separately will be indicated in the information that we will attach to them and in your profile on the web. You will not know the price of the garments (neither separately nor as a whole) until you receive them.

If you keep at least one garment from the Box, the price paid for the Customer Study, if any, will be deducted from the purchase price of the products. In the Try & Buy option, the Customer Study will be free of charge.

## **8. PRODUCT AVAILABILITY.**

In the event of any supply issues or if there are no products left in stock, we will inform you immediately and refund the amount of the out-of-stock product(s). We will refund the corresponding amount without undue delay and, in any case, within 14 calendar days. The refund will be made in accordance with Clause 6.

## **9. WARRANTY ON PURCHASED PRODUCTS.**

The guarantee offered is the one established in the Real Decreto Legislativo 1/2007, of November 16, which approves the revised text of the Ley General para la Defensa de los Consumidores y Usuarios. Adolfo Domínguez performs in each campaign a photographic work to show the garments as real as possible. However, items may be subject to color variations depending on the calibration of your monitor.

## **10. CUSTOMER SERVICE.**

For any questions, suggestions, queries or complaints about the online store, you can contact Customer Service, by any of the following means:

- Telephone numbers from Monday to Friday from 9:00 to 20:00. (UTC+01:00): Spain: 919100 808. International: 902 333717.

- E-mail: Spain: [contacto@adolfodominguez.com](mailto:contacto@adolfodominguez.com).

- Postal mail at the following address: SAC-Adolfo Domínguez, SA Polígono Industrial San Ciprián de Viñas Calle 4 Parcela 8. 32901 Ourense. International: [contact@adolfodominguez.com](mailto:contact@adolfodominguez.com).

- In addition, we have official Complaint Forms available to consumers and users, which you can submit to the postal address and e-mail addresses above, or in any of our physical stores. You can request them by calling the above telephone numbers or here: [Download official complaint forms](#).

Our Customer Service will attend to your claim, which will be registered with an identification code, and will respond to it as soon as possible, and in any case within a maximum period of one month. If your request is not satisfactorily resolved, you may go to the ordinary courts or process your claim through the website <http://ec.europa.eu/odr>, which will provide a single point of access for out-of-court resolution free of charge.

## **11. CHANGE OF TERMS AND CONDITIONS OF PURCHASE.**

Adolfo Dominguez reserves the right to modify at any time these Terms and Conditions of Purchase. No modification will affect orders already in progress.

## **12. FORCE MAJEURE.**

Adolfo Domínguez's performance of all or part of its obligations shall be suspended in the event of an act of God or force majeure preventing or delaying performance. The following shall be considered as such, in particular, without this list being exhaustive: war, riots, insurrection, social unrest, strikes of any nature and supply problems not attributable to Adolfo Domínguez.

We will inform you of any such fortuitous event or force majeure within seven days

# ADOLFODOMINGUEZ

of its occurrence. In the event that such suspension lasts longer than fifteen days, you will then have the chance to cancel the order in progress and we will then proceed to refund it under the conditions provided for in point 6 of these Terms and Conditions of Purchase.

## **13. APPLICABLE LAW AND JURISDICTION.**

These Terms and Conditions of Purchase are subject to the Spanish law. Without prejudice to the foregoing, the non-resident consumer in Spain also enjoys the protection guaranteed by the mandatory provisions of the law of the country where he has his habitual residence. The parties submit, at their option, for the resolution of conflicts and renouncing any other jurisdiction, to the courts and tribunals of the customer's address.