

ADOLFODOMINGUEZ

GENERAL PURCHASE CONDITIONS

These General Purchase Conditions regulate the use of the website adolfodominguez.com (hereinafter “The Website”) which is owned by Adolfo Domínguez, SA (hereinafter Adolfo Domínguez). Adolfo Domínguez, SA is a public limited company with corporate address at San Ciprián de Viñas, Polígono Industrial, Calle 4, Parcela 8 – 32901 Ourense, Spain, with TIN A-32104226, registered in the Trade Registry of Ourense, Volume 189, Page 125, Inscription 8, Sheet OR-1325 and email address sophie@adolfodominguez.com.

The use by the customer of the services of the online store imply, in any case, adherence to the General Purchase Conditions in the version published at the time of the purchase order. Therefore, we recommend reading these General Conditions before making your purchase.

[Click here](#) to download our General purchase conditions.

1. SCOPE OF THE CONTRACT

These General Purchase Conditions are applied to the sale of all Adolfo Domínguez items through the website. If you don't live in Andorra, Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Mexico, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, United Kingdom or USA, you can only purchase articles from the online store if the shipping address is located in one of the countries or territories mentioned.

Adolfo Domínguez declares that its website is exclusively aimed towards an audience aged over 18. Adolfo Domínguez reserves the right to cancel a customer's access account if it detects acts that are fraudulent, speculative or in bad faith regarding the use of this service.

2. PURCHASE LIMIT

For security reasons, purchases for an amount of over €1500 are not allowed (or equivalent in the corresponding currency) per order. If you are interested in making a purchase for a higher amount, you must contact Customer Service, where you will be provided with information on how to make your purchase.

3. PRICE

The prices applicable are those indicated on the website on the date of the order. They are listed for each item and include VAT (Value Added Tax), IGIC (Indirect General Tax in the Canary Islands), or IPSI (Tax on Production, Services and Imports in Ceuta and Melilla), as corresponding. Once you have completed the purchase order, and before making payment, you will be provided with a final overview identifying the article(s) acquired and the total price (including shipping and taxes).

The prices on this website are shown in euro, except for the United Kingdom and USA, where they are shown in sterling and dollars respectively.

4. PAYMENT

Payment will be made at the end of the purchase process and will be an essential condition for formalisation of the same. Payment methods accepted:

1. **Debit or credit card** by Visa®, Mastercard® or 4B or 4B Maestro debit card and PayPal system. In any case, the choice of payment method is made during the purchase process on the corresponding screen.

We use secure payment methods from premium financial entities in order to offer maximum security. You must notify Adolfo Domínguez of any incorrect or fraudulent charge on the card used for purchase, by email or telephone and in the shortest period of time possible so that suitable steps can be taken. The payment method suppliers or issuers may adopt anti-fraud measures that include the rejection of certain types of operations. Adolfo Domínguez is not responsible for the application of this type of security policy.

You expressly authorise the issuing of an electronic invoice, though you may also indicate your wish to receive a printed invoice, in which case, the invoice will be issued and sent on paper. Adolfo Domínguez will issue an invoice in the name of the natural person or company placing the order, which is attached to the purchase confirmation email, once the order has departed from our facilities. Please note that sales invoices cannot be modified afterwards in compliance with current legislation.

2. **Deferred payment:** transfer and/or payment upon delivery, in this case only within Spain (Peninsula and Balearic Islands).

In the case of **payment upon delivery**, payment will be made at the address upon receipt of the order. Purchase with payment upon delivery will not be possible when the address established as the delivery point is a post office box.

For the option of payment by **transfer**, available in Europe, the account number from which the payment is sent must be a current account in a bank in the country where the order is invoiced. All expenses derived from making this payment via transfer will be covered by the customer.

In order to send the transfer, the customer will be provided with an account number. For orders within the national territory (Spain) and from other EU countries, the bank account number is IBAN ES95 2100 8613 3502 0000 8951 and BIC/SWIFT: CAIXESBBXXX.

In the reference, it is very important to state the order number and your complete name (e.g. - 700101571 - María García).

The payment must be completed within three working days of the date the order was placed. The order will not be considered to be accepted until there is effective proof that the payment has been received. If after this period of three working days Adolfo Domínguez has not received the amount corresponding, we will cancel the order.

5. DELIVERY

The maximum delivery period is 30 natural days from the time of purchase. The products will be delivered to the address provided by you in consideration of the following characteristics:

5.1 Home shipping

a) SPAIN

Standard shipping (not applicable to the Canary Islands, Ceuta or Melilla). If the order is €50 or more, shipping is free. If the order does not exceed €50, standard shipping costs €5.

The address provided may be a private address, place of work or other address. It is not necessary for the invoice address and the shipping address to match. Our transport provider will send you an email or SMS (if you provided your contact details with the order) stating the day of the delivery and providing the opportunity to change the date. On the day of delivery, our transport provider will send you an email or SMS (if you

provided your contact details with the order) with the approximate time slot for the delivery.

We currently are not shipping to the Canary Islands, Ceuta or Melilla. We are working to improve our deliveries and to be able to offer this possibility soon.

b) EUROPE (EXCEPT UNITED KINGDOM AND ANDORRA)

If the order is € 75 or more, shipping is free. If the order does not exceed €75, shipping costs €12.

c) UNITED KINGDOM

If the order is £60 or more, shipping is free. If the order does not exceed £60, shipping costs £10.

d) ANDORRA

The cost of shipping is always €25 with fees included, regardless of the amount of the order.

e) USA

If the order is \$200 or more, shipping is free. If the order does not exceed \$200, shipping costs \$30.

You can pick up your order at Adolfo Domínguez stores. You have to select "Pick up in Store" during the purchase process and mark the store where you want to pick it up. A list will be displayed showing all the stores available for this type of collection. Adolfo Domínguez will send an email, once the order has been delivered to the selected store, so that you can pick it up.

You will have a maximum period of 15 days, from the time your order is available, to collect it. In the event that after that period you have not been able to collect your order for reasons not attributable to our Company, we will understand that you decide to withdraw from the contract and we will consider it resolved. Consequently, we will reimburse you for payments made (including shipping costs for the initial delivery) without undue delay and, in any case, within 14 calendar days from the date we consider the contract to be terminated. The refund will be made by the same means of payment with which it was paid.

5.1 Pick up in store

Service available only in Spain and Portugal. You can pick up your order at Adolfo Domínguez stores. You have to select "Pick up in Store" during the purchase process and mark the store where you want to pick it up. A list will be displayed showing all the stores available for this type of collection. Adolfo Domínguez will send an email, once the order has been delivered to the selected store, so that you can pick it up.

You will have a maximum period of 15 days, from the time your order is available, to collect it. In the event that after that period you have not been able to collect your order for reasons not attributable to our Company, we will understand that you decide to withdraw from the contract and we will consider it resolved. Consequently, we will reimburse you for payments made (including shipping costs for the initial delivery) without undue delay and, in any case, within 14 calendar days from the date we consider the contract to be terminated. The refund will be made by the same means of payment with which it was paid.

5.3 Incidents in delivery:

In case of not being able to make the delivery due to the absence of the recipient, the transport agency will leave you an indicative note and will try to contact you by phone. After two unsuccessful attempts, you must contact the transport agency to proceed with the delivery.

6. RETURNS AND CANCELLATION

There are various procedures for performing returns and cancellations. Below, we will describe the characteristics of each one, as well as their costs and conditions.

1. Return: in the case of flaw or defect.
2. Cancellation: due to customer decision.

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

- In order to protect hygiene and health, returns or cancellations are not accepted for underwear and earrings when their wrapping, packaging or covering that protects the product have been opened, except for those that are faulty or have a flaw.
- All products that are going to be returned must have their original packaging, except for those that are faulty or have a flaw.

- * Gift packs cannot be divided and the items cannot be returned separately.
- In the case of cancellation, you will be liable for reduced value of the goods due to handling other than that necessary in order to establish the nature, characteristics and operation of the goods.

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

6.1 Returns (in the case of flaw or defect)

Conditions: Adolfo Domínguez will be liable for any lack of conformity that appears within the term established in the legal regulations.

Refund: Adolfo Domínguez will refund the corresponding amount (except for shipping fees) within the period of 14 working days from the date the return was reported. The return will take place through the same method of payment originally used. However, we may retain the refund until the goods have been received, or until you present proof of return of the goods, whichever becomes true first.

Procedure:

***Return in physical store (Spain and Portugal only):** the most simple way of completing a return is to attend one of our physical stores (except Outlets, El Corte Inglés and airports). Provide the returns form that you will find with your order and the garment to be returned. Please, send to us **the purchase receipt as well as the item you need to return.**

*** Collection from home or office:** If you prefer, you can request free collection from an address convenient for you. For this, follow these steps:

1. Request return:

If you are registered at www.adolfodominguez.com, it will be very easy to request a return. You simply have to log in and directly access your customer area, enter the order containing the garment to be returned ("See order") and click on the option "Request a return". If you made the purchase without registration, you can request it by contacting us through sofia@adolfodominguez.com or calling our Customer Service team free of charge at from Monday to Friday from 9:00 to 20:00. Contact numbers:

900 333 717 [from Spain]

900 333 718 [from other countries in Europe]

902 333 717 [from USA]

2. Package: Wrap the item(s) in the original packaging, enter the completed returns form and close the package. After verifying the data, we will send you

an authorisation email to your email address. From that time, our courier service will contact you to establish the time and date that best suit you for collection.

***In USA, do not forget to include your return invoice as well.**

3. Deliver package: Delivery the correctly closed package to the courier.

4. Receive refund: The cash refund will take place within a maximum period of 14 working days, in the same method as the payment.

***Note:** If a **Bank transfer** or a **payment upon delivery** has been chosen as a payment way, you have to share us **your bank account details** either in a physical store or by calling our Customer Service team and sharing them with an agent. The information provided is according to our Privacy Policy. If this personal information is not going to be provided or does not match, Adolfo Domínguez will be not able to proceed with the return.

6.2 Cancellation

Conditions: you have the right to withdraw from the contract without the need for justification in a term of 14 natural days from receipt of the product.

Refund and procedure: the same conditions will be applied as for returns.

7. SPECIFIC CONDITIONS OF THE SUBSCRIPTION SERVICE

a) Applicability. We will apply these specific conditions when you select the subscription service. Only available in Spain.

b) Description of the service. Through the subscription service, we will analyse your tastes and preferences for fashion, as well as your body type and other characteristics. Based on this analysis, we will elaborate our conclusions (hereinafter, the customer study). Adolfo Domínguez will charge the amount corresponding to this analysis at the time the order is placed, in accordance with the provisions of clause 4.

We complement the service with delivery, at the address specified by you, 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 by the customer study.

Once you receive the box, you have a period of seven days to decide which garments you want to keep (all, some or none) and inform Adolfo Domínguez through the website/your profile, where we will show you all of the

information about the garments sent: description, composition, price, discounts, etc. (hereinafter, Check out). In the case of not keeping any of the garments, you must send them to Adolfo Domínguez, following the instructions that we provide through the website and/or email. If we do not receive communication within the time period indicated, we will understand that you wish to keep all of the garments from the box.

After your communication, or in the absence of the same in accordance with the above, we will proceed to charge the amount of the garments that you selected in conformance with the provisions of point 4.

To return the items that you do not want, you must complete the Check out process in your private area of the website, introduce the items that you do not want in the courier's return bag, with the return label attached, contact the courier (according to the instructions established on the website or in the communications received) and send the returns bag to Adolfo Domínguez within 7 days from receipt of the box. The garments must be returned in perfect conditions, with all labels attached.

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

1. Select the frequency of the shipping.
3. Indicate the shipping details and enter the payment details.
4. You will be informed of the cost of the order and once it is verified, you will proceed with payment.
5. Once payment is made, Adolfo Domínguez will confirm and formalise the contracting. You will be sent an invoice by email if requested at sophie@adolfodominguez.com. For this purpose, with the acceptance of these Purchase Conditions, you agree to the sending of electronic invoices. You can oppose this at any time by writing to sophie@adolfodominguez.com.
6. Adolfo Domínguez reserves the right to prepare a new box when a refund or payment of a previous order is complete.

d) Economic conditions. The price of the customer study is that indicated on the website, and will be understood to be accepted together with these General Contract Conditions. The price of the totality of the garments sent and each one separately will be as indicated in the information sent with the same. This will be the same as indicated in your profile on the website. You won't know the price of the garments (separately or jointly) until you receive them.

If you keep at least one garment from the box, the price paid for the customer study, where applicable, will be discounted from the purchase price of the products. In the Try & Buy option, the Customer Study will have no cost.

- Telephones from Monday to Friday, 9:00 to 20:00. (UTC+01:00):

From Spain: 900 333 717

From Europe: 900 333 718

From USA: 902 333 717

8. PRODUCT AVAILABILITY

If there are issues with regards to supply or there are products which are out of stock, we will inform you immediately and proceed to refund the price of the product(s) not available. We will refund the corresponding amount without undue delay and, in any case, within the period of 14 natural days. The refund will be carried out in conformance with the provisions of Clause 6. The data regarding stock availability in physical stores which is reflected on our website is indicative and may vary.

9. GUARANTEE OF PRODUCTS ACQUIRED

The guarantee offered is that established in Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the General Law for the Protection of the Consumers and Users. In each campaign, Adolfo Domínguez undertakes a photographic study to show the garments in the most realistic manner possible. However, products may be subject to colour variations depending on the calibration of your screen.

10. CUSTOMER SERVICE

For any doubts, suggestions, queries or complaints about the online store, you can contact Customer Service, through any of the following methods:

- Telephones from Monday to Friday from from 9 a.m. to 8 p.m.:

From Spain: 900 333 717

From Europe: 900 333 718

From USA: 902 333 717

- Email: sophie@adolfodominguez.com or post to the following address: Adolfo Domínguez, SA Polígono Industrial San Ciprián

de Viñas Calle 4 Parcela 8. 32901 Ourense. Also, we avail of official Complaints Forms for consumers and users that can be presented through the post and email addresses stated above or in any of our bricks-and-mortar stores. These can be requested by calling +34 91 737 46 53 or here: [Download official forms.](#)

Our Customer Service will process your claim, which will be registered with an identification code, and respond to your complaint as soon as possible, within the maximum period of one month. If your request has not been resolved satisfactorily, you can attend the ordinary jurisdiction or process your complaint through the website <http://ec.europa.eu/odr>, which will provide a single access point for the extrajudicial resolution free of charge.

11. MODIFICATION OF THE GENERAL PURCHASE CONDITIONS

Adolfo Domínguez reserves the right to modify these General Purchase Conditions at any time. No modification will affect orders that are already in process.

12. FORCE MAJEURE

Compliance by Adolfo Domínguez with all or part of its obligations will be suspended in the case of unforeseeable events or force majeure that impedes or delays compliance. These events will include, but not be limited to: war, riots, uprising, social disturbances, strikes of any kind and supply problems that cannot be attributed to Adolfo Domínguez. We will inform you of these unforeseeable events or force majeure within seven days after occurrence. In the case that this suspension is prolonged for a period longer than 15 days, you will have the possibility to cancel the order in process and will receive a refund in the conditions established in clause 6 of these General Purchase Conditions.

13. APPLICABLE LAW AND JURISDICTION

These General Purchase Conditions are subject to Spanish legislation. Notwithstanding the foregoing, consumers who are not residents in Spain also avail of the protection guaranteed by the imperative provisions of law in the country of their usual residence. The parties submit, of their own choice, to the courts and tribunals of the customers address for the resolution of conflicts, expressly rejecting any other jurisdiction.

