

ADOLFODOMINGUEZ

GENERAL PURCHASE CONDITIONS

These General Purchase Conditions regulate the use of the <https://www.adolfodominguez.com/es-mx/> (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 sofia@adolfodominguez.com. The use by the customer of the services of the online store imply, in any case, adhesion to the General Purchase Conditions in the version published at the time of the purchase order. Therefore, we recommend that the customer read these General Conditions before making a purchase.

1. SCOPE OF THE CONTRACT

These General Purchase Conditions are applicable to the sale of all items by Adolfo Domínguez, on behalf of TRESPASS S.A. DE CV (Calle Anatole France, 81, locales B y C Colonia de Polanco Chapultepec, Delegación Miguel Hidalgo 11560 México D.F, Mexico, RFC TRE020802UE3, in its role as managing partner in the joint venture entered into with Adolfo Domínguez, SA, through the website in the Republic of Mexico except for areas or zones where, due to difficult access, communications or similar considerations, it is justified that sale is not available.

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 exceeding \$37,899.77 per order cannot be placed. 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. These are detailed for each item and include VAT (Value Added Tax). 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).

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:

- **Debit or credit card** by Visa®, Mastercard® or 4B debit card or 4B Maestro 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.

5. DELIVERY

The maximum delivery period is 30 working 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:

If the order is \$2,500.00 or more, shipping is free. If the order does not exceed \$2,500.00, shipping costs \$150.

5.2 Delivery issues:

In the case that the delivery cannot be completed due to absence of the addressee, the transport agency will leave a note and will try to make telephone contact. After two failed attempts, you must contact the transport agency in order to continue with the delivery. The customer will have a maximum period of 15 days from the time their order becomes available to collect it. In the case that this time passes and the order has not been delivered to the customer, due to reasons that cannot be attributed to our Company, we will understand that the customer has decided to withdraw from the contract and we will consider the contract to be terminated.

Consequently, we will refund the payments made (including the shipping costs for the initial delivery) without undue delay and, in any case, before 14 natural days pass from the date in which we consider the contract to be resolved. The refund will be made through the same payment method used by the customer.

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.

- a. Return: in the case of flaw or defect.
- b. 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, masks 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 **here**.

6.1 Returns

Conditions: You have 30 natural days from receipt of the product(s).

Refund: Adolfo Domínguez will refund the corresponding amount (except for shipping fees) within the period of 20 natural 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. In the case of payment through bank transfer, you must include a current bank account number where you wish to receive the refund on the form.

Procedure: If you are not satisfied with your purchase and wish to return your order, you can 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.mx or calling our Customer Service team free of charge at from Monday to Friday from 9:00 to 18:00. Contact numbers: 55 43 35 72 54

2. **Fill in delivery note:** Write the item(s) to be returned on the back of the returns form.

3. **Package:** Package the item(s) properly, enter the completed returns form and close it.

4. **Select a return method:**

- **Return at a point of convenience:** The easiest way to make a return is to go to one of our ESTAFETA convenience points. Find the closest one at www.estafeta.com.

- **Collection from home or office:** If you prefer, you can request a free pick-up at the address of your choice. Contact ESTAFETA Customer Service at 01 800 378 2338 to agree on a date and time for your pick-up and a carrier will pick up your return. You must provide the concentrator account 4002341 and the shipping address: TRESPASS S.A. de C.V. (Adolfo Dominguez) Av. Benito Juárez S / N, Colonia San Mateo Cuauhtepc San Mateo Cuauhtepc, State of Mexico, CP: 54948

5. **Receive refund**

The cash refund will take place within a maximum period of 20 working days, in the same method as the payment.

6.2 Cancellation

Conditions: you have the right to withdraw from the contract without the need for justification in a term of 30 natural days from receipt of the product.

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

7. PRODUCT AVAILABILITY

All product orders are subject to availability. If due to reasons of force majeure, or if there are difficulties related to product supply or if there is an exceptional lack of articles in stock, we reserve the right to provide information about substitute products with equal or higher value and quality

that you can order. If you do not wish to place an order for these substitute products, we will refund any amount that you may have paid, reiterating that we will always make our best efforts to keep the website always up to date.

8. CUSTOMER SERVICE

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

- Telephone: Monday to Friday, 9 a.m. to 18 p.m. (UTC-6): 55 43 35 72 54.
- Email: sofia@adolfodominguez.mx
- Postal address as indicated in Clause 1.

Our Customer Service will process and respond to your complaint as soon as possible, within the legally established period. Furthermore, these will be registered with an identification code that will permit the corresponding follow-up. If, as a consumer, you feel that your rights have been infringed upon, you can send your complaints to the email address sofia@adolfodominguez.com in order to request an extrajudicial solution to the issue.

9. 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.

10. 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.

11. APPLICABLE LAW AND JURISDICTION.

These General Purchase Conditions are subject to Mexican 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 city of Mexico for the resolution of conflicts, expressly rejecting any other jurisdiction.