

# GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase govern the use of the womensecret.com website (hereinafter 'the website') owned by Cortefiel S.A. (hereinafter 'Cortefiel'). Cortefiel, S.A. is a public limited liability company with registered business address at Avenida del Llano Castellano 51, Madrid, Spain, and holder of Spanish Tax Identity No. A-08099459, registered in the Mercantile Registry of Madrid, on sheet M-107.817, in volume 21.800, on Page 120 in Section 8 one of whose trade names is Women'secret. By using the services offered by the Women'secret online store, users are consenting to be bound by the General Terms and Conditions of Purchase corresponding to the version published by Women'secret when the purchase order is placed. It is therefore advisable for customers to read these General Terms and Conditions before making a purchase.

## 1. SCOPE OF THE AGREEMENT

These General Terms and Conditions of Purchase are applicable to the online sale of all Women'secret products to consumers and which may be delivered in Europe (Eurozone only). Cortefiel hereby informs you that its website is for people aged 18 and over only. Cortefiel reserves the right to cancel a user's access account if it detects fraudulent, speculative acts or acts in bad faith in the use of this service.

## 2. RESTRICTIONS ON PURCHASES

For security reasons, no purchases worth more than 1.500€ or containing more than 40 items per order will be accepted.

## 3. PRICE

The applicable prices are those quoted on the website at the time the order is placed. The prices are displayed for each product and are inclusive of VAT (Value Added Tax). Customers are informed of the breakdown of the shipping costs when the order is placed. Cortefiel, S.A. reserves the right to make any changes it considers necessary at any time; it may update, including on a daily basis, products and prices in accordance with new items that are included on the website.

## 4. PAYMENT

Payment will be done at the end of the purchase process and it is mandatory for the order to be placed. In no case can the payment be done in arrears of the purchase. Payment on delivery, bank transfer or in-store payment are not permitted. Payments may be made by credit card Visa®, Mastercard® or American Express®, as well as by 4B or 4B Maestro debit cards (whereby the amount will be charged immediately), or through PayPal. In all cases, the choice of payment method is made during the checkout process on the corresponding step. Customers must notify Cortefiel of any unauthorised charge or fraudulent use of their card used for purchases by email or telephone at the earliest opportunity so that Cortefiel may take the necessary actions. Payment service providers may also adopt anti-fraud measures that restrict certain types of operations or transactions. Cortefiel holds no responsibility for the application of this type of security policies.

## 5. DELIVERY

The delivery time shall not exceed 30 days since the purchase date. Deliveries will be shipped to the address specified by the customer following these guidelines:

5.1 Home delivery: Customer will pay shipping costs for purchases under 30€ with delivery addresses in Spain (Mainland and Balearic Islands) and Portugal, also for purchases under 70€ with delivery address in Canary Islands, Ceuta and Melilla, also for purchases under 100€ in Austria, Belgium, Denmark, Finland, France, Germany, Holland, Ireland, Italy, Luxembourg, Sweden and the United Kingdom. Shipping to the rest of the UE (Bulgaria, Czech Republic, Hungary, Poland, Slovakia and Switzerland) has a fixed cost of 29,95€. Furthermore, in the case of items shipped to the Canary Islands, Ceuta, Melilla or

any country outside of the European Union, customers are liable for the customs duties applicable on receipt of the order (these costs vary according to package weight), which are payable at the time the package is received and in no case will be included in the price paid for the products. The delivery address specified by the customer may be a home address, their workplace address or any other desired address. It is not necessary for the delivery and invoice addresses to be the same. The customer will receive a delivery notice prior to receiving the order. Once the order is delivered to the given address, the customer will receive an SMS notifying that the order has arrived.

**5.2 Pick up In-store:** (only available in France, Belgium, Luxembourg and mainland Portugal): Customers can also choose to pick up their purchases on most of the Women's secret stores. "Pick up in-store" option must be selected as the shipping method during the purchase process. A list of stores will become available for the customer to choose the most convenient. Shipping costs for purchases under 50€ in France, Belgium and Luxembourg may apply and for purchases under 20€ in Portugal. The customer will receive a delivery notice prior to receiving the order. Once the order is delivered to the selected store, the customer will receive an SMS notifying that the order has arrived. The customer will then have a maximum period of 15 days to pick it up, otherwise, if after that period of time the order remains uncollected, for any reason not imputable to our Company, we will understand that the customer wishes to cancel the order. Consequently, we will refund the amount for products (including shipping costs from the original purchase) within 14 calendar days since the date we assume the order was cancelled. The refund will be made via the same method used for payment.

**5.3 Gift orders:** Customers may pay for an order and decide to have it delivered as a gift to someone else. "This is a Gift" option must be selected as during the purchase process. Customers may also ask for wrapping paper and a card with message to be included. Important: the invoice included in the delivery does not include the price of products bought, therefore being of no use to exchange or return a product. In order to do so, the buyer must log in into the account and print the original invoice which includes the prices.

**5.4 Issues with a delivery:** In the case of unsuccessful delivery because the person is absent, the shipping company will leave a notification and will try to contact the delivery person by phone. After two more attempts, the customer will need to contact the shipping Company in order to arrange the delivery.

## **6. EXCHANGES, RETURNS AND RIGHT OF CANCELLATION**

There are different procedures for exchanging, returning items or cancelling an order. Below are details of each one, including their corresponding terms and conditions.

- a) Exchanges:** when one item is replaced with another.
- b) Returns:** caused by an item being faulty, showing a defect or incorrect item received.
- c) Cancellation:** voluntary renounce of an order for any reason.

- Exchanges, returns or cancellations are not permitted for briefs, thongs, culottes (individually or in a set), W'Shape products, men underwear, bra accessories, adhesive nipple pads, hair accessories, fragrances, cosmetics, socks, tights or jewellery items, which have been unsealed, except in the case of fault or defect.
- All items to be exchanged or returned must be properly packaged.

### **ORDERS DELIVERED TO EUROPEAN COUNTRIES (excluding Spain)**

#### **EXCHANGES:**

Exchanges are not permitted.

#### **RETURNS (due to fault or defect) made through the online store:**

- **Conditions:** Returns made through physical stores are not permitted. The procedure must be completed according to the point 8 from these General Terms and Conditions of

Purchase.

- **Cost:** Returns are free of charge for the customer. Cortefiel shall refund the customer the corresponding amount (including shipping costs from the original purchase) within 14 calendar days since the date it was informed of the return request. The refund will be made via the same method used for payment. However, Cortefiel might hold the refund until items have been received, or until the customer sends to Cortefiel a proof of delivery, whichever occurs first.

- **Procedure:** Contact our Customer Service Department at [womensecret@womensecret.com](mailto:womensecret@womensecret.com) and we will pick up your purchase from the address you specified. You must fill in and include the form enclosed with your order (**Exchanges, returns and cancellation form**).

#### **RIGHT OF CANCELLATION made through the online store:**

- **Conditions:** You have the right to cancel your order for any reason within 14 calendar days after you received the order.

- **Cost:** The cost of shipping items back to Cortefiel is payable by the customer. Cortefiel shall refund the customer the corresponding amount (including shipping costs from the original purchase) within 14 calendar days since the date it was informed of the cancellation request. The refund will be made via the same method used for payment. However, Cortefiel might hold the refund until items have been received, or until the customer sends to Cortefiel a proof of delivery, whichever occurs first.

- **Procedure:** Send all unwanted items to: ALMACÉN GRUPO CORTEFIEL Womensecret (Desistimiento), Paseo del Deleite, s/n, 28300 Aranjuez (Madrid), Spain, via your preferred means of transport (shipping cost payable by the customer). You must fill in and include the form enclosed with your order (**Exchanges, returns and cancellation form**).

#### **7. PRODUCT AVAILABILITY**

In the event of any supply shortage or the stock of a product running out, customers will be immediately informed and refunded for the amount of the products affected. Cortefiel shall refund the customer the corresponding amount within 14 calendar days since the date it was informed of the cancellation request. The refund will be made via the same method used for payment.

#### **8. GUARANTEE OF PURCHASED PRODUCTS**

The contractual guarantee offered is that set forth in Royal Legislative Decree 1/2007 of November, 16th, approving the consolidated text of the General Consumer and User Protection Law. Cortefiel shall respond to any instances of non-conformity expressed within a period of two years following delivery, provided that the customer has duly notified Cortefiel of the said lack of conformity within two months of the buyer becoming aware of these circumstances.

#### **9. CUSTOMER SERVICE**

Should you have any questions, concerns, complaints, or suggestions about the online store, you may contact our Customer Service Department by any of the following means:

- E-mail: [womensecret@womensecret.com](mailto:womensecret@womensecret.com)

- By post to the following address: Cortefiel S.A. Av. Llano Castellano, 51, 28034 Madrid, Spain.

Claims Forms are also available for customers and consumers [here](#).

The Customer Service department will provide you with a reference number and a written acknowledgement of receipt upon the submission of your claim. Cortefiel will address your concerns as swiftly as possible, and in all cases, within a period of one month. If the claim is not resolved to your satisfaction, you may resort to the ordinary courts, or you may

submit it through the site <http://ec.europa.eu/odr>, which will grant you a free and unique access point from where to reach an out-of-court settlement.

#### **10. APPLICABLE LAW AND JURISDICTION**

These General Terms and Conditions of Purchase are subject to Spanish Law. In the event of any matter or dispute arising out of or in connection with these General Terms and Conditions of Purchase, the parties shall submit to the exclusive jurisdiction of the Courts and Tribunals corresponding to the user's address.