

General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase govern the use of the cortefiel.com website (hereinafter 'the website') owned by Tendam Retail, S.A. (hereinafter 'Tendam'). Tendam Retail, 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 Tendam. By using the services offered by the website, users are consenting to be bound by the General Terms and Conditions of Purchase corresponding to the version published by Tendam when the purchase order is placed. It is therefore advisable for customers to read these General Terms and Conditions before making a purchase.

These General Terms and Conditions of Purchase will always be subject to the regulations in force at any given time so that if any term or condition is modified by the applicable regulations (whether that modification is temporary or permanent), the client will have the rights recognized by applicable regulations and Tendam will inform you of any other additional measure that may be taken in your favour.

In case of contradiction between the provisions of the applicable regulations and the provisions of these General Terms and Conditions of Purchase, the provisions of the applicable regulations shall apply.

1. Scope of the agreement

These General Terms and Conditions of Purchase are applicable to the online sale of all Tendam products to consumers and which may be delivered in Europe (Eurozone only). Tendam hereby informs you that its website is for people aged 18 and over only. Tendam 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.

Tendam will save the date and time in which the general conditions of purchase are accepted, where appropriate, during the purchase process

Tendam will send you an email to confirm receipt of your order. However, the purchase contract will not be formalised until Tendam sends a subsequent email confirming that the items ordered have been dispatched.

Due to the open nature of the website, and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through the website, unless expressly stated as contrary in it.

However, Tendam makes every effort to ensure that the information contained on the website is complete, truthful and correct. If there is an error in any data, Tendam will rectify it.

2. Description: Price and Features

Prices charged, as well as the description of the characteristics of the products and indicative photographs, are those indicated on the website on the date of ordering, excluding any manifest or obvious errors. 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. Tendam Retail, 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.

Unless expressly provided otherwise in these General Purchase Conditions, Tendam's liability in relation to any item purchased on the website will be strictly limited to the purchase price of said product.

However, and unless otherwise provided by law, Tendam will not be liable for the following losses, regardless of their origin: loss of income or sales, loss of business, loss of profits or loss of contracts, loss of anticipated savings, loss of data , loss of management time or office hours.

3. 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 Tendam of any unauthorised charge or fraudulent use of their card used for purchases by email or telephone at the earliest opportunity so that Tendam may take the necessary actions. Payment service providers may also adopt anti-fraud measures that restrict certain types of operations or transactions. Tendam holds no responsibility for the application of this type of security policies.

The customer therefore consents that Tendam issues the corresponding purchase receipt (or simplified invoice) in electronic format, in the order confirmation email. These purchase tickets will be available in the customer area if the customer has decided to register their data (and not buy as a guest). The client may revoke this consent at any time, having the right to request the issuance of paper invoices, formally communicating it in writing addressed to the registered office of Tendam, without being conditioned to the payment of any amount.

4. Delivery

The delivery time shall not exceed 30 days since the purchase date. All orders are subject to the availability of the products. If there are difficulties in the delivery of the order, or if the selected items are not in stock, the price paid will be refunded, if applicable. Deliveries will be shipped to the address specified by the customer following these guidelines:

4.1 Home delivery: Customer will pay shipping costs for purchases under 70€ with delivery addresses in Spain (Mainland and Balearic Islands), also for purchases under 90€ with delivery address in Canary Islands, Ceuta and Melilla, under 70€ in Portugal and under 150€ in the rest of European countries. Furthermore, in the case of items shipped to the Canary Islands, Ceuta, Melilla, 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. Customer will receive an email one day prior to delivery with options for changing the date and delivery address if the delivery provider has this service.

4.2 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 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.

4.3 Issues with a delivery: In the case of unsuccessful delivery because the person is absent, the shipping company will send an email and, sometimes, 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.

In case the delivery cannot be completed, the order may either be made available to the customer at a collection point, after notifying the customer by the transport company, or return the order to the warehouses of origin and return the money to the client, that is, in this case it will be understood that the client withdraws from the contract, considering it terminated.

Consequently, the payment paid by the client will be returned in the shortest possible time and, in any case, within a maximum period of 14 days from the date on which the contract is considered terminated. The additional transport costs, derived from said withdrawal, will be charged to the corresponding costs.

4.4 Order Cancellation: Tendam reserves the right to cancel any confirmed order, or not accept a confirmed order when any of the following circumstances occurs:

- In case of technical error and / or typographical error in the prices or in the rest of the data of the products contained in the website when the order was placed.
- Due to lack of availability of the product.
- When the security systems indicate that the order may be fraudulent.
- When there are indications that indicate that the client is a minor and / or that he is not complying with any of the conditions set out in these General Conditions of Purchase or in the corresponding promotions.

- When Tendam has not been able to deliver to the address provided by the customer.
- When there is a computer attack, virus or any event that is beyond the reasonable control of Tendam (cases of force majeure).

5. Exchanges, returns and right of cancellation

There are different procedures for exchanging or returning items, or cancelling an order. The details for each procedure are described below, along with costs, and terms and conditions.

a) Exchange: exchanging an item for another in a different colour and/or size.

b) Return: due to an item being damaged or defective, receiving the wrong item, or any reason other than those previously described.

c) Cancellation: return based solely on the customer's decision.

Due to the nature of certain items please take the following into account:

- For reasons of health and hygiene protection, changes, returns or withdrawals of panties, thongs and culottes (individual or in pack), briefs, boxer briefs, bra accessories, adhesive cups, hair accessories, cosmetics, are not allowed. stockings, socks and earrings, when their wrapping, packaging or seal that protects the product has been opened, except for those that are defective or have defects.
- Perfumery and costume jewellery (necklaces, bracelets, rings ...) only admit changes, returns and withdrawals through the online store when they retain their original labeling and are presented in their original unopened packaging and, in no case, having been used.
- Footwear and shoe items only allow changes, returns and withdrawals provided they are presented in their original box and properly packed.
- All products that are to be exchanged or returned must keep the original labeling and be properly packaged.
- In the event of withdrawal, the customer will be responsible for the decrease in the value of the goods resulting from handling other than that necessary to establish the nature, characteristics and operation of the goods.

ORDERS DELIVERED TO EUROPEAN COUNTRIES (excluding Spain)

EXCHANGES:

Exchanges are not permitted.

RETURNS (due to fault or defect or any other reason) made through the online store:

- **Conditions:** Returns made through physical stores are not permitted. You have 30 calendar days after you received the order.

- **Cost:** Returns are free of charge for the customer. Tendam 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, Tendam might hold the refund until items have been received, or until the customer sends to Tendam a proof of delivery, whichever occurs first.

- **Procedure:** From your home address: Go to your **order information** to request a return. If you checked out as a guest you can access this information from the link in your confirmation email.

We will arrange for a courier to collect your return from the address provided.

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 Tendam is payable by the customer. Tendam 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, Tendam might hold the refund until items have been received, or until the customer sends to Tendam a proof of delivery, whichever occurs first.

- **Procedure:** From your home address: Go to your **order information** to request a return. If you checked out as a guest you can access this information from the link in your confirmation email.

In the event you have paid any shipping costs with your original purchase, please contact our customer support so that we can return such costs, **here**.

6. Product availability

If there are any issues with supply or products have gone out of stock, customers will be informed, as far as possible, and a refund will be processed for the amount pertaining to the missing items. In the event of a customer noticing certain items have not been delivered, who has not been previously informed of the situation, the customer should contact Customer Services who will make the necessary checks. Tendam will refund the corresponding amount without undue delay and, in all cases, this will be done within 14 working days. The refund will be made via the same payment method as used for payment. Stock availability data as advertised on the website, both in physical and online stores, is subject to variation and for guidance only.

7. 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. Tendam shall respond to any instances of non-conformity expressed within a period of two years following delivery, provided that the customer has duly notified Tendam of the said lack of conformity within two months of the buyer becoming aware of these circumstances.

Furthermore, we remind you that you have a month to make a return for any reason other than an item being faulty, showing a defect or reception of an incorrect item, as specified in clause 6 from the General Terms and Conditions of Purchase.

8. Intellectual and industrial property

The client acknowledges and agrees that all copyright, trademark and other industrial and intellectual property rights on the materials or content that are provided as part of the website belong to Tendam at all times or to those who granted a license for their use to Tendam.

The client may make use of said material only in the way that Tendam or those who grant the user licenses expressly authorize it. This will not prevent the customer from using this website to the extent necessary to obtain information about their order or contact details.

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:

COUNTRY	TELEPHONE NUMBER	LANGUAGE*
PORTUGAL	+351800110854	Language selection
FRANCE	+330805370947	Language selection
BELGIUM	+3280031048	Language selection
GERMANY	+4908007747744	Language selection
UNITED KINGDOM	+4408000211886	Language selection
HOLLAND	+318005544112	Language selection
ITALY	+39800719458	Language selection
HUNGARY	+3680106705	Language selection
AUSTRIA	+43800123827	Language selection
IRELAND	+3531800710319	Language selection

POLAND	+ 48800707250	Language selection
LUXEMBOURG	+35280025286	Language selection
BULGARIA	+3598002100229	Language selection
SWITZERLAND	+41800414243	Language selection
CZECH REPUBLIC	+42800114400	Language selection
SLOVAKIA	+421800863142	Language selection
SLOVENIA	+38680081278	Language selection

* Language selection: Spanish, Portuguese, English or French.

** Brand selection: CTF, PDH, SPF, WS or FF.

- E-mail: online@cortefiel.com

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

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

The Customer Service of Tendam Retail, S.A. will respond to your claim as soon as possible, and within a maximum 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. Modification of the general terms and conditions

Tendam reserves the right to modify these General Terms and Conditions of Purchase at any time with a justified cause. No modification will affect the orders that are already in progress.

11. Force majeure

Tendam's compliance with all or part of its obligations will be suspended in the event of an act of God or force majeure that prevents or delays compliance. They will be considered as such, in particular, without this list being limiting: war, an epidemic, riots, insurrection, social unrest, strikes of any nature and supply problems not attributable to Tendam. Tendam will inform the client of such a fortuitous event or force majeure within seven days after its occurrence. In the event that said suspension extends beyond a period of fifteen days, the client will then have the possibility of cancel the current order and Tendam will then proceed to reimburse the relevant amount under the conditions set forth in point 6 of

these General Terms and Conditions of Purchase or in those others that the applicable regulations could, where appropriate, establish.

12. Computer attacks (viruses, piracy ...)

The use of the website by intentionally introducing viruses, Trojans, worms, logic bombs or any other technologically harmful or harmful program or material is strictly prohibited. The client will not try to have unauthorized access to this website, its server, or any server, computer or database related to the website. By accepting these General Conditions of Purchase, the customer accepts and agrees not to attack the website through a denial of service attack or a distributed denial of service attack.

Failure to comply with the provisions of this clause may lead to the commission of offenses typified in the applicable regulations. Tendam will report any breach of said regulations to the competent authorities, and we will cooperate with them in the relevant procedures. Likewise, in the event of breach of this clause, the client will no longer be authorized to use and enter the website.

Tendam is not responsible for damages, losses or losses resulting from a denial of service attack, virus or any other technologically damaging or harmful program or material that may affect computer equipment, data or materials when they arise from the use of the website or the downloading of its content to which it is redirected.

13. Code of conduct

Tendam has a Code of Conduct that establishes the ethical values, commitments and good practices that must be applied to the management of our business. You can download the **external** and **internal** code of conduct.

14. Privacy Policy

You can consult additional and detailed information about our Data Protection Policy **here**.

15. 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.