GENERAL TERMS AND CONDITIONS OF PURCHASE

***We've extended our returns period until 2nd January for orders placed between 10th November and 3rd December (inclusive). This extension shall prevail over the return periods included in these General Purchasing Terms and Conditions.**

These General Terms and Conditions of Purchase govern the use of the myspringfield.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. A08099459, 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 Springfield. By using the services offered by the website, you 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 you to read these General Terms and Conditions of Purchase 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), you will have the rights recognized by applicable regulations and Tendam will inform you of any other additional measure that may be taken in your favor. 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 Springfield products to consumers and which may be delivered in Belgium. 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 Terms and 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 formalized 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. You are only allowed to use the website lawfully. The use, by any direct or indirect means, of any of the contents of the website for purposes that are or could be illegal, as well as the performance of any action that causes or may cause damage of any kind is expressly prohibited. By using this website and placing orders through it, the customer agrees to: (i) use this website only to make legally valid inquiries or orders; (ii) not make any false or fraudulent order; (iii) not to use the website in any way that causes, or may cause, any damage or harm to any of the users of the website or to Tendam; or (iv) not to use the website for any fraudulent purpose, or for the purpose of committing any crime or other illegal activity of any kind; or (v) not use the website to generate any type of annoyance, inconvenience or anxiety to a third party. If it could reasonably be considered that an order of this nature has been made, we will be automatically entitled to cancel it and report relevant authorities. Additionally, we reserve the right to prevent access to the website and/or the possibility of placing orders through the website or to cancel the customer's account if such customer’s behavior constitutes a justified reason to do so. This will be the case, in particular, if the client is in breach of current regulations, applicable contractual provisions, our guidelines or our policies, as provided for in the preceding paragraphs.

2. DESCRIPTION: PRICE AND FEATURES

The applicable prices, as well as the description of the characteristics of the products and indicative photographs, are those quoted on the website at the time the order is placed, 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 payments 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, Bancontact and Klarna. In all cases, the choice of payment method is made during the checkout process on the corresponding step. Customers must notify Tendam of any unauthorized 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 of 3,95€ for orders with delivery in Belgium. 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.

4.2 DELIVERY AT PICK UP POINT: The customer can collect their order from the collection points (hereinafter "CP"), which can be viewed at any time in the website's drop-down menus within the delivery section. The customer must select the "Pick up at Collection Point" option during the purchase process, and the customer can enter a post code, city and country. Once entered, a window will open with a map and the location of the nearest CPs. This way, all of the CPs available for this collection method will be displayed. The customer must only pay the delivery costs for orders under €50, in which case the shipping costs will be €2.99. The customer will be sent a delivery notification prior to receiving the order. Once the order has arrived at the address stated, the client will receive another notification informing them of the arrival of their order.

4.3 STORE DELIVERY: Customers can also chose to pick up their purchases on most of the Springfield stores in Belgium and in some of the Women'secret stores in Belgium. "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 apply on purchases under 50€. 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 Tendam, 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.

4.4 ISSUES WITH DELIVERIES: In the case of unsuccessful delivery because the person is absent, the shipping company will send and 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. In the event that, after 15 days since your order was available for delivery, but has not been delivered for reasons not attributable to Tendam, it will be understood that the customer withdraws from the contract, considering it resolved. 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 you.

4.5 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 manifest and evident 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, returning items or cancelling an order. Below are details of each one, including their corresponding terms and conditions. You can return (right of legal withdrawal, right of contractual withdrawal or return, exchange or return defective products or with defects), in the terms indicated below in this clause, provided that you have purchased the products on the website myspringfield.com in Belgium or on the app of Springfield in Belgium.

The changes, returns or the exercise of the right of withdrawal mentioned in this clause may only be made through the procedures described therein. In case of not managing the return, withdrawal or exchange following the established procedure, the client will be solely responsible for the additional expenses that said return, withdrawal or exchange may generate, such as, but not limited to, customs charges or the corresponding tax.

5.1. Right of cancellation

If you are a consumer and user, you have the right to cancel from this contract within a period of 14 calendar days without the need for justification, only by decision of the client. The cancellation period will expire in 14 calendar days from the day you acquired (directly or

through a third party indicated by you and other than the carrier) the material possession of the goods or in case the goods that make up the order are delivered separately, in 14 calendar days from the day on which the aforementioned material possession was acquired on the last of those goods.

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), W'Shape products, briefs, boxer briefs, bra accessories, adhesive cups, hair accessories, cosmetics, are not allowed. stockings, socks sun glasses, masks, hand sanitizers, bottles, panties 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 jewelery (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. In addition, products that are not returned in the same conditions in which they were delivered, or that have suffered any damage, will not be accepted.

The returns contemplated in the previous stipulations will not apply for the cases of:

(i) Defective products.

(ii) The arrival of a wrong product.

(iii) Any other reason from those contemplated above, included under the actual law, which are not included under the exchange or cancellation concepts. In these cases, the cancellation shall be done according to the law, as it is established under the following clause 5.4.

- **Cost:** the customer will be responsible for costs to ship the items to be returned. Tendam will reimburse the customer the corresponding amount within 14 clear days, counting from receipt of the return request. The refund will be made to the same payment method used for the payment of the order. We will begin the refund process once we have received the goods or upon receipt of a proof of delivery for the return of the goods.

- **Procedure:**

- Physical stores of Springfield in Belgium: In these cases, you must show the receipt attached in your confirmation email when you placed the order and the products of the order that you want to return. In the event that you had paid the amount of the order by credit card, it will be necessary for the holder of the card with which the payment was made to go to the store to make the corresponding refund.

- From your home address: in this case you must enter the website and request the return of the products you wish to return. Once the return request has been created, you will have to manage the shipment of the products through the transport company of your choice, to the address indicated at check out of the returns portal, with the customer assuming the shipping costs.

If you made your purchase as a guest, you can access this information from the link in your confirmation email.

Where shipping was paid with your original purchase, please contact our customer service so we can reimburse you for these fees.

5.2. Contractual right of cancellation

In addition to the right of return legally recognized to consumers and users and mentioned in clause 5.1 above, Tendam grants a period of one month from the date the customer is informed the order has been shipped, to make returns of the products (except for the exceptions mentioned below).

You can exercise your right of return in accordance with the provisions of clause 5.1 above, although if you inform us of your intention to withdraw from the contract after the legal return period, and you wish to return a product, then you must in any case deliver the goods within a period of one month from the date the customer is informed the order has been shipped.

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), W'Shape products, briefs, boxer briefs, bra accessories, adhesive cups, hair accessories, cosmetics, are not allowed. stockings, socks sun glasses, masks, hand sanitizers, bottles, panties 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 jewelery (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. In addition, products that are not returned in the same conditions in which they were delivered, or that have suffered any damage, will not be accepted.

The returns contemplated in the previous stipulations will not apply for the cases of:

(i) Defective products.

(ii) The arrival of a wrong product.

(iii) Any other reason from those contemplated above, included under the actual law, which are not included under the exchange or cancellation concepts. In these cases, the cancellation shall be done according to the law, as it is established under the following clause 5.4.

- **Cost:** the customer will be responsible for costs to ship the items to be returned. Tendam will reimburse the customer the corresponding amount (including the initial delivery costs) within 14 clear days, counting from receipt of the return request. The refund will be made to the same payment method used for the payment of the order. We will begin the refund process once we have received the goods or upon receipt of a proof of delivery for the return of the goods.

- **Procedure:**

- Physical stores of Springfield on Belgium: In these cases, you must show the receipt attached in your confirmation email when you placed the order and the products of the order that you want to return. In the event that you had paid the amount of the order by credit card, it will be necessary for the holder of the card with which the payment was made to go to the store to make the corresponding refund.

- From your home address: In this case you must enter the website and request the return of the products you wish to return. Once the return request has been created, you will have to manage the shipment of the products through the transport company of your choice, to the address indicated at check out of the returns portal, with the customer assuming the shipping costs.

If you made your purchase as a guest, you can access this information from the link in your confirmation email.

Where shipping was paid with your original purchase, please contact our customer service so we can reimburse you for these fees.

5.3. Exchanges

Exchanges are not permitted.

5.4. Returns of default products

In cases where you consider that at the time of delivery the product does not conform to the stipulations of the contract, you must contact Springfield immediately through our contact channels providing the product data as well as the damage it suffers, or by calling our customer service phone number where we will tell you how to proceed.

The product can be returned in any of our physical stores of Springfield in Belgium or delivering it to a courier that we will send to your home when requesting the collection. We will proceed to carefully examine the returned product and we will inform you by email within a reasonable time if the refund or replacement of the same (if applicable) is appropriate. The refund or replacement of the item will be made as soon as possible and, in any case, within 14 days of the date on which we send you an email confirming that the refund or replacement of the non-conforming item is appropriate.

The amounts paid for those products that are returned due to a defect or defect, when it really exists, will be refunded in full, including the delivery costs incurred to deliver the product and the costs you would have incurred to return it to us. The return will be made in the same means of payment that was used to pay for the purchase, except when a gift ticket is presented for the return. In the latter case, the refund will be made by a card or a Cortefiel credit ticket issued by Tendam Retail, S.A.

In any case, the rights recognized by current legislation and referred to in clause 7 are safeguarded.

6. PRODUCT AVAILABILITY

In the event of any supply shortage or the stock of a product running out, customers will be informed, as far as possible, and refunded for the amount of the products affected. 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 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. 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 relevant applicable Law. If you are a consumer and user, you have the right to corrective measures, free of charge, in case of lack of conformity of the goods. We offer guarantees on the products that we market through this website, in the terms legally established for each type of product, responding, therefore, of the lack of conformity that manifests itself within three years from the delivery.

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:

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

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

- E-mail: online@spf.com
- Phone number: (32) 80026102

- 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 department will provide you with a reference number and a written acknowledgement of receipt upon the submission of your claim. Tendam 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. 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 5 of these General Terms and Conditions of Purchase or in those others that the applicable regulations could, where appropriate, establish.

12. COMPUTER ATTACKS (VIRUSSES, 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.