

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 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 Women'ssecret. By using the services offered by the Women'ssecret online store, users are consenting to be bound by the General Terms and Conditions of Purchase corresponding to the version published by Women'ssecret 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 Women'ssecret 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.

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. 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.

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 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.

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 of 3,95€ for purchases under 50€ with delivery addresses in Belgium.

5.2 Pick up In-store: Customers can also chose to pick up their purchases on most of the Women'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 Belgium may apply. 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 Pick up point: Customers can also chose to pick up their purchases on availables pick up points. "Pick up point" option must be selected as the shipping method during the purchase process. The shipping cost for your order to be sent to the pick up point is 2,99€, free for orders of 50€ or above.

5.4 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.

5.5 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 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, we do not accept exchanges, returns, or cancellations for panties, tangas, boyshorts, (individual items or multipacks), items from the W'Shape range, briefs, boxers, bra accessories, adhesive cups, hair accessories, cosmetics, socks, tights, or earrings, if the packaging, wrapping, or seal protecting the product has been opened or broken, except in cases where the item is defective or damaged.
- Perfume and jewellery (necklaces and bracelets) can only be exchanged, returned, or cancelled via the online shop and only provided that they are in their original packaging, have not been opened, and not in any case been used/worn.
- Any items to be exchanged or returned must be in their original packaging, except items which are defective or damaged.
- In the event of cancellation you will be only be liable for the diminished value of goods resulting from handling other than that which is necessary to establish the nature, characteristics, and functioning of the goods.

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. 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**.

The address to ship the products is the following:

P.º del Deleite, 103, 28312 Aranjuez, Madrid, España

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. 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.

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.

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.

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*	BRAND**
PORTUGAL	+351800110854	Language selection	Brand selection
FRANCE	+330805370947	Language selection	Brand selection
BELGIUM	+3280031048	Language selection	Brand selection
GERMANY	+4908007747744	Language selection	Brand selection
UNITED KINGDOM	+4408000211886	Language selection	Brand selection
HOLLAND	+318005544112	Language selection	Brand selection
ITALY	+39800719458	Language selection	Brand selection
HUNGARY	+3680106705	Language selection	Brand selection
AUSTRIA	+43800123827	Language selection	Brand selection

IRELAND	+3531800710319	Language selection	Brand selection
POLAND	+ 48800707250	Language selection	Brand selection
LUXEMBOURG	+35280025286	Language selection	Brand selection
BULGARIA	+3598002100229	Language selection	Brand selection
SWITZERLAND	+41800414243	Language selection	Brand selection
CZECH REPUBLIC	+42800114400	Language selection	Brand selection
SLOVAKIA	+421800863142	Language selection	Brand selection
SLOVENIA	+38680081278	Language selection	Brand selection

* Language selection: Spanish, Portuguese, English or French. **
Brand selection: CTF, PDH, SPF, WS or FF.

- E-mail: womensecret@womensecret.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. 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.

13. 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.