

# GENERAL CONDITIONS OF USE AND OF PURCHASE AND SALE ON [WWW.TIFFOSI.COM](http://WWW.TIFFOSI.COM)

## I - GENERAL

### 1. INFORMATION ABOUT THE OWNER OF THE DOMAIN AND THE ONLINE STORE

The domain name [www.tiffosi.com](http://www.tiffosi.com), this website and the attendant online store (the "**Online Store**") are the property of "COFEMEL - Sociedade de Vestuário, S.A.", a public limited company with registered offices at Rua Fernão de Magalhães, número 2, fração C, 4400-629 Vila Nova de Gaia, and registered at the Vila Nova de Famalicão Commercial Registry Office under the single registration and legal person identification number 501329684, and with a share capital of €2.500,000.00 (two million and five hundred thousand euros) ("**Tiffosi**").

### 2. SCOPE OF APPLICATION

These General Conditions of Use and Purchase and Sale (the "**Conditions**") govern (i) visiting/browsing the [www.tiffosi.com](http://www.tiffosi.com) website and (ii) the purchase and sale contracts (the "**Contracts**") for the products available in the Online Store (the "**Products**"), entered into between Tiffosi and any natural person acting as a consumer (i.e. for purposes that are not part of their commercial, industrial, craft or professional activity) (the "**Customers**"). The stages and timing of contract formation and the obligations of the parties are defined.

By browsing [www.tiffosi.com](http://www.tiffosi.com) and purchasing any Products from the Online Store the user/Customer (i) accepts the Conditions and (ii) accepts Tiffosi's Privacy and Cookie Policy (the "Privacy Policy"). Please read the Terms and Conditions and the Privacy Policy carefully before using this website. If you do not agree with all the Terms and Conditions or Privacy Policy, you should not use this site or order Products.

### 3. GENERAL ASSUMPTIONS

By browsing the "[www.tiffosi.com](http://www.tiffosi.com)" website, and in addition to the provisions of the second paragraph of Point 2, the user states and assures Tiffosi that:

- (i) The personal data and information shared with Tiffosi are true and complete;
- (ii) User will notify Tiffosi of any changes to said personal data and information;
- (iii) User consents to the processing of said personal data and information in line with the Privacy Policy;
- (iv) User will not misuse the "[www.tiffosi.com](http://www.tiffosi.com)" website.

By ordering Products from the Online Store, and in addition to the provisions of the second paragraph of Point 2, the Customer states and assures Tiffosi that:

- (i) The personal data and information shared with Tiffosi are true and complete;
- (ii) User will notify Tiffosi of any changes to said personal data and information;
- (iii) User consents to the processing of said data and information in line with the Privacy Policy;
- (iv) User will not misuse the "[www.tiffosi.com](http://www.tiffosi.com)" website;
- (v) All statements made to Tiffosi are true, serious, complete and correspond to User's wishes;
- (vi) User has the capacity (meaning to exercise any rights) to conclude the Contract;
- (vii) User is acting in his/her own name and on his/her own behalf;
- (viii) User is a natural person acting as a consumer, as stipulated in Point 2;
- (ix) User will not sell or distribute the Products by any means or in any space, whether physical or virtual.

Tiffosi will not conclude any Contracts if the above conditions are not met.

#### **4. INTELLECTUAL AND INDUSTRIAL PROPERTY**

Tiffosi is the owner, or authorised user, as the case may be, of the:

(i) Products;

(ii) Industrial property rights that identify or protect the Products, their characteristics, their configurations, their materials or their manufacturing processes, such as trademarks or patents. In particular, and amongst others, Tiffosi owns the rights ensuing from the registration of the "TIFFOSI", "TIFFOSI KIDS" and "ONE SIZE BY TIFFOSI" trademarks;

(iii) Intellectual property rights over the materials or content (namely texts, images, photographs, films or music) made public through the [www.tiffosi.com](http://www.tiffosi.com) website.

In consequence whereof, the following are forbidden:

(i) The registration or attempted registration of distinctive trade signs (in particular trademarks or patents) owned by Tiffosi or any that are similar to these;

(ii) The manufacture, sale, purchase, advertising, distribution or copying, by any means and in any space, physical or virtual, of products incorporating distinctive trade signs owned by Tiffosi or any that are similar to these or which have characteristics, configurations, materials or manufacturing processes protected by Industrial Property Law;

(iii) The reproduction or representation, in whole or in part, of the [www.tiffosi.com](http://www.tiffosi.com) website or of any material or content (namely texts, images, photographs, films or music) made public through it.

The conclusion of a Contract does not entail the granting to the Customer of any licence or sub-licence to make commercial use of any industrial property rights, whether in whole or in part and whether for a fee or at no cost.

#### **5. LAW AND JURISDICTION**

The use of the [www.tiffosi.com](http://www.tiffosi.com) website, the Conditions, the Privacy Policy and the Contracts are governed by Portuguese law.

In the event of a dispute relating to the use of the [www.tiffosi.com](http://www.tiffosi.com) website or the interpretation, resolution of omissions, validity, effectiveness or fulfilment of the Conditions or the Contract, the Parties elect the Court of Justice of the Porto Judicial District as territorially competent to hear and rule on the dispute.

#### **6. PARTIAL NON-VALIDITY**

In the event that any provision of the Conditions, the Privacy Policy or the Contract is declared void or ineffective or is annulled by any Court, the Conditions, the Privacy Policy or the Contract shall remain valid and effective and shall be governed by the unaffected provisions.

#### **7. DECLARATIONS ISSUED ELECTRONICALLY**

The following shall be deemed to have been issued in writing/on a durable medium: (i) all communications, information or declarations, of knowledge or will, to be found on the [www.tiffosi.com](http://www.tiffosi.com) website (in particular the sales forms or notices placed on this page); (ii) all communications, information or declarations, of knowledge or of will, sent to the Customer by Tiffosi via the email address indicated by the Customer (in particular the Purchase Confirmation and the Shipping Confirmation referred to in Point 13); (iii) all communications, information or

declarations, of knowledge or of will, sent to Tiffosi by the Customer via the channels made available on the website [www.tiffosi.com](http://www.tiffosi.com) (in particular the sales forms or the contact form) or the email address indicated by Tiffosi.

## **8. ALTERNATIVE DISPUTE RESOLUTION**

The Customer may attempt to settle any consumer dispute out of court via the "Electronic Platform for Online Dispute Resolution" (provided by the European Commission), accessible at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

They may also appeal to any other Alternative Consumer Dispute Resolution Organisation. The up-to-date list of Alternative Consumer Dispute Resolution organisations may be found on the "Consumer Portal" at [www.consumidor.gov.pt](http://www.consumidor.gov.pt).

## **9. ELECTRONIC COMPLAINTS BOOK**

The electronic format of the complaints book may be found on the [www.tiffosi.com](http://www.tiffosi.com) website. To file a complaint, access the Digital Platform at <https://www.livroreclamacoes.pt/inicio>.

A complaint filed in the electronic complaints book has the same validity as a complaint filed in the physical complaints book.

## **10. CUSTOMER SUPPORT, COMMENTS AND SUGGESTIONS**

You can request clarification, additional information (particularly on the Conditions or the Privacy Policy) or send comments and suggestions electronically (via the contact form available on the [www.tiffosi.com](http://www.tiffosi.com) website), by email ([customer.care@tiffosi.com](mailto:customer.care@tiffosi.com)).

# **II - GENERAL CONDITIONS OF USE OF THE [WWW.TIFFOSI.COM](http://WWW.TIFFOSI.COM) WEBSITE**

## **11. VIRUSES, COMPUTER PIRACY AND OTHER IT ATTACKS**

You must not misuse the [www.tiffosi.com](http://www.tiffosi.com) website, particularly by introducing viruses, "Trojan horses", "logic bombs" or any other technologically harmful material, programme or code. You must not gain unauthorised access to this website, the server on which this website is hosted or any server, computer or database related to this website.

You undertake not to attack this website via a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this provision may be interpreted as illegal activity. We will inform the competent authorities of any failure to comply with the applicable legislation and we will cooperate in discovering the identity of the attacker. Furthermore, if you fail to comply with this provision, you will no longer be allowed to use this website.

We will not be held liable for any damage resulting from a denial-of-service attack, viruses or any other technologically harmful programme or material that may affect your computer, IT equipment, data or materials as a result of using this website or of downloading its content or content to which it redirects.

## **12. OUTGOING LINKS FROM [WWW.TIFFOSI.COM](http://WWW.TIFFOSI.COM)**

Any outgoing links from the [www.tiffosi.com](http://www.tiffosi.com) website to other pages or third-party content are provided for information purposes only. Tiffosi does not exercise any power or control over such pages or content. Therefore, we will not be held liable for any damage that may ensue from access to, or downloading from, such pages or content.

### **III - GENERAL CONDITIONS OF PURCHASE AND SALE IN THE ONLINE STORE**

#### **13. CONCLUSION OF THE CONTRACT**

In order to purchase Products, the Customer should (i) read and accept these Conditions and the Privacy Policy and (ii) register as an Online Store Customer, which entails correctly providing their personal data and the other information requested on the online form.

The following procedure shall be followed:

- (i) The Customer should carefully analyse the characteristics of the Products they wish to purchase;
- (ii) The Customer should add the Products they wish to purchase to the "virtual shopping basket" by clicking on the "Add" button. When they have finished selecting, they should click on the "View Basket" button and then on the "Finalise Order" button;
- (iii) The Customer must review the order, select the payment method and click on the "Authorise Payment" button. Once the "Order" has been thus completed, the Contract between Tiffosi and the Customer shall be deemed to have been concluded. The Customer must therefore check that the Order does not contain any input errors;
- (iv) Tiffosi will then send the Customer an email confirming receipt of the Order (the "Purchase Confirmation"). The Purchase Confirmation will contain the general clauses of the Contract (Conditions) and full identification of the parties, the Products and the price and delivery charges (where applicable). This email should be printed or be kept by the Customer for future reference;
- (v) Subsequently, Tiffosi will send the Customer an email confirming the shipping of the Product(s) (the "Shipping Confirmation").

The Order, the Purchase Confirmation and the Shipping Confirmation are deemed to have been received as soon as the recipients are able to access them.

The Contract shall be governed (i) by the Conditions that, at the time of conclusion, are to be found on the [www.tiffosi.com](http://www.tiffosi.com) website and (ii) by any legal provisions that have not been waived at the behest of the parties.

#### **14. PURCHASING AS A "GUEST"**

Customers of the Online Store may shop using the "shop as a guest" feature. In this type of purchase, the Customer is only asked to provide the data that are essential to fulfilment of the order. Once the purchase process has been finalised, the Customer will be offered the possibility of registering as a "user" or continuing as an "unregistered user".

#### **15. VALUE ADDED TAX**

Purchases made in the Online Store are subject to Value Added Tax at the rate in force. This tax is already included in the price of the products.

## **16. PRODUCT AVAILABILITY**

If the Product is unavailable, Tiffosi will immediately inform the Customer and refund the amount paid within 30 days. With the exception of points 19 and 20.

## **17. PRICE AND PAYMENT**

### **17.1. Shipping costs**

Our shipping fees depend of the country where the package is shipped and the volume and weight of the items. Shipping costs are calculated according to the weight and volume of each order. Every time you add a product to the shopping cart, the shipping costs change automatically. This way you can check in the shopping cart the total price of the items and choose the shipping method you prefer.

### **17.2. Clerical error**

The price of each Product is the one indicated in the Online Store, except in case of an obvious clerical error. Whilst we endeavour to ensure that all prices quoted are correct, typing errors may occur. We shall not be obliged to supply any Product at the incorrect lower price (even if we have sent you the Purchase Confirmation) if the clerical error is obvious and it is reasonable to assume that the Customer would have detected this.

If we detect an error in the price of any of the Products that the Customer has ordered, we will refund the Customer the amount paid within 30 days. If the Customer wishes to purchase the Product at the correct (amended) price, the Customer must place a new Order in the Online Store.

### **17.3. Payment**

We offer several payment methods, all of them are provided by Adyen, who guarantees the security of your payments.

Our main payment methods are PayPal and Credit Card. Please keep in mind that offered payment methods may vary by the country of destination. Once all items have been added to the basket and you have already selected the courier, all available payment methods for your destination country will be shown.

By clicking on "Authorise Payment", the Customer confirms that the card is his/hers.

In the event of non-payment, the Contract will be cancelled by Tiffosi and, consequently, the Products will not be delivered.

The payment information provided by the Customer will be encrypted and will not be stored on any public server.

Although Tiffosi uses highly advanced encryption software, the security of electronic communications will also depend on the Customer adopting appropriate security behaviours. Accordingly, Tiffosi cannot be held liable for any damage arising from the use of electronic means of communication (in terms of the interception or manipulation of electronic communications by third parties) that is not attributable to an action or omission by Tiffosi.

## **18. PRODUCT DELIVERY**

### **18.1. Delivery**

Delivery of the Product (the "**Delivery**") shall take place when the Customer - or a third party nominated by the Customer (other than the carrier) - acquires physical possession of the Product. Delivery shall be proven by the signature of the Delivery receipt at the delivery address indicated by the Customer.

At the time of delivery, the Customer shall inspect the packaging and the Products received in order to ascertain the existence of any lack of conformity ("defects"). If they notice any lack of conformity, they should not accept the order.

### **18.2. Delivery date**

Without prejudice to Points 16, 19 and 20, and with the exception of price reduction periods, we will endeavour to deliver the Product(s) within 5 to 10 working days, depending on the country shipped. In any event, the Product(s) will be delivered within no more than 30 days, counting from the Purchase Confirmation date. We only deliver on working days.

### **18.3. Delivery location**

We ship Worldwide. If your country cannot be selected as delivery country please contact us. We will happily double check if we are able to ship to your country.

### **18.4. Customer Absence**

In the event that the Customer is not at the place of delivery at the time of delivery, the carrier will endeavour to make the delivery on the following working day. If the delivery fails again, please contact us so that we can organise the delivery for another day. Please note that in the event of non-delivery of the Product(s) on the first two attempts, you may be charged for the costs of storing the Product(s) and of any new delivery attempts (additional transport, delivery and postal charges).

## **19. FORCE MAJEURE**

A "**Force Majeure Event**" is any event, whether naturally occurring or caused by humans, in which Tiffosi has no control over its occurrence and that prevents Tiffosi from fulfilling its obligations.

The following constitute Force Majeure Events, amongst others:

- (i) General strike or other forms of protest that significantly affect the country;
- (ii) Acts of war or terrorism, revolutions, riots, insurrections and civil uprisings;
- (iii) Earthquakes, typhoons, tornadoes and cyclones, storms, fires, floods or other extreme weather or environmental conditions;
- (iv) Falling celestial bodies or shock waves caused by aerial devices;
- (v) Nuclear explosions or chemical or radioactive contamination;
- (vi) Unavailability of public or private means of transport;
- (vii) Unavailability of public or private communications systems.

In the event of the occurrence of a Force Majeure Event, Tiffosi shall (i) notify the Customer of such circumstance by email; (ii) take the actions reasonably necessary to mitigate or restrict the adverse effects of the Force Majeure Event; and (iii) not be held liable for any delay in the fulfilment of its obligations. The deadline for fulfilment of Tiffosi's obligations will be extended to the extent strictly necessary.

However, the Contract shall terminate and Tiffosi shall be released from its obligations if (i) the adverse effects of the Force Majeure Event cannot be remedied within 30 days of the occurrence; or (ii) the Force Majeure Event constitutes an insurmountable obstacle to fulfilment, even when additional efforts are made.

## **20. RESOLUTION**

Tiffosi may terminate the Contract if any of the following occur:

(i) Definitive non-fulfilment of any of the Customer's obligations, in particular the payment obligation;

(ii) An extraordinary and unforeseeable abnormal change in the circumstances on which the Parties based their decision to contract, where such engenders a breach of the contractual balance. The following circumstances, amongst others, are covered by this provision:

- a. A serious hindrance to the exercise of Tiffosi's business activity, due to an unexpected change in the law;
- b. An unforeseeable increase in the cost of production, raw materials or transport;
- c. A change in the timeliness, accuracy and/or consistency of the declarations and guarantees referred to in Point 3, for any reason that does not constitute a breach of the Contract.

Tiffosi will notify the Customer by email of such an event. If payment has been made, the Customer will be reimbursed within 30 days.

However, should any of the circumstances referred to in point (ii) occur, and as an alternative to termination, Tiffosi may propose a modification of the contractual terms to the Customer (in particular, as regards the price and/or delivery time), on the basis of the principle of fairness.

## **21. TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS**

The risk of loss or damage to the Product shall pass to the Customer upon Delivery.

The Customer shall acquire ownership of the Product upon full payment of the price and, where applicable, the delivery charges (Contracts are concluded with "reservation of ownership").

## **22. PRODUCT RETURNS**

### **22.1. General**

The Customer may return the Products in the following circumstances:

(i) Within 14 days of Delivery, and without the need to state a reason, as stipulated in Point 22.2;

(ii) Within 30 days of receipt of the Shipping Confirmation, and without the need to state a reason, as stipulated in Point 22.3;

(iii) Within two months from the date on which the Customer has detected any lack of conformity ("defect") in the Product (subject to the legal expiration period), as stipulated in Point 22.4.

## **22.2. Right to freely terminate the contract**

The Customer may exercise the right to freely terminate the Contract ("right to withdraw") by means of an unequivocal statement to this effect submitted electronically (via the returns form available in the "Customer Area" of the [www.tiffosi.com](http://www.tiffosi.com) website). The Customer does not have to specify the reason for cancelling the Contract.

To meet the Contract withdrawal deadline, it is sufficient for the Customer to send such communication before the end of the 14-day period following delivery.

When the Customer sends the statement of cancellation electronically (electronic form), Tiffosi will acknowledge its receipt within 24 hours, by sending an email to the Customer.

The Products will be returned through handover to a carrier designated by Tiffosi. The Product must be delivered together with the invoice (available in the "Customer Area" of the [www.tiffosi.com](http://www.tiffosi.com) website). The Customer will bear the cost to return the Product.

In the event of the Customer's absence, the carrier will try to pick up the Product(s) on another day. The Customer will be notified of this. If pick-up is unsuccessful again, please contact us so that the Product(s) can be picked up on another day. Please note that if the Product(s) are not picked up in either of the first two attempts, the Customer may be charged for further collection attempts (additional transport, delivery and postal charges).

If the return is not made through a carrier designated by Tiffosi, the Customer (i) must return the Product within 14 days from the date on which they have communicated their decision to terminate the Contract and (ii) will bear the costs of such return. In this case, Tiffosi will withhold the refund until it receives the Product.

Tiffosi shall reimburse the Customer for all payments received, excluding Delivery and Return costs, within 14 days of being informed of the decision to terminate the Contract. The refund will be made using the same means of payment that the Customer used in the original transaction.

The Customer must keep the Product(s) in such a way so as to be able to return them in the proper conditions of use.

The Customer shall be liable for the depreciation of the Product if it is not returned in the proper conditions of use.

The Customer may not freely terminate the Contract if she/he have purchased sealed Products that, when opened after delivery, cannot be returned for hygiene reasons.

## **22.3. Conventional right to freely terminate the contract**

Without prejudice to the legal right to freely terminate the Contract (provided for in the previous point), the Customer may terminate the Contract ("withdraw" from the purchase) within 30 days of receiving the Shipping Confirmation, without giving a reason.

To meet the right of withdrawal deadline, it is sufficient for the Customer to notify Tiffosi of this intention before the end of the 30-day period following receipt of the Shipping Confirmation.

Products may be returned by the following methods:

Pick-up by a carrier designated by Tiffosi. In this case, the Customer must contact us using the returns form available in the "Customer Area" of the [www.tiffosi.com](http://www.tiffosi.com) website, and request collection of the Product. The Product must be delivered in its original packaging, accompanied by the invoice (available in the "Customer Area" of the [www.tiffosi.com](http://www.tiffosi.com) website). The Customer will bear the cost to return the Product.



If the Product is not returned via a carrier designated by Tiffosi, the Customer (i) must make the return within 14 days of receiving the Shipping Confirmation and (ii) will bear the cost of the return. In this case, Tiffosi will withhold the refund until it receives the Product.

Tiffosi shall reimburse the Customer for all payments received, excluding Delivery and Return costs, within 30 days of being informed of the decision to terminate the Contract, when the Product is returned by carrier. The refund will be made using the same means of payment that the Customer used in the original transaction.

The Customer may not freely terminate the Contract, in the terms of this point, when (i) they have purchased sealed Products that, when opened after delivery, cannot be returned for hygiene reasons, (ii) the Products have been used or (iii) the label has been removed from the Products. Therefore, this right can only be exercised if the Customer is able to return the Products in the exact condition in which they were received.

#### **22.4. Rights in the event of the sale of defective Products**

In the event of Product non-conformity ("defect"), the Customer may request replacement of the Product or terminate the Contract.

The return of Products under this Point must always be justified. The Customer must notify Tiffosi of the lack of conformity within two months of the date on which it was detected, provided that the legal expiry period (since Delivery) has not elapsed.

The Product is deemed not to be in conformity with the Contract if:

(i) It does not comply with the description given in the Online Store;

(ii) It is unsuitable for the uses normally made of goods of the same type;

(iii) It does not have the qualities and performance that the Customer might normally expect of goods of the same type, taking into account the nature of the good and the specific characteristics declared by Tiffosi.

There is, specifically, no lack of conformity if:

At the time of the conclusion of the Contract, the Customer was aware of this lack of conformity or could not reasonably ignore it;

(i) The Customer has used the Product in an imprudent manner;

(ii) The Customer has used the Product in a manner that is not compatible with its nature or with the use usually made of goods of the same type.

Please note that the products we sell, especially those made by hand, often bear the characteristics of the natural materials used in the production of the same. These characteristics, such as variations in grain, texture, knots and colours, may not imply any lack of Product conformity. On the contrary, the Customer should expect and appreciate any such characteristics. We only select products of the highest quality, but each material has specific and inevitable characteristics that must be accepted as part of the Product's individual appearance.

If the Customer wishes to terminate the Contract, Tiffosi will refund all payments received from the Customer, within 14 days. The refund will be made using the same means of payment that the Customer used in the original transaction.

Termination of the Contract or replacement of the Product shall be at no cost to the Customer. Therefore, the Customer shall not be held liable for any transport, labour or material costs.

### **22.5. Verification procedure**

In the cases provided for in Points 22.2 to 22.4, Tiffosi shall verify compliance with the legal and contractual requirements for cancellation of the Contract or replacement of the Product, as requested by the Customer.

If Tiffosi receives Products in circumstances other than those detailed in Points 22.2 to 22.4, Tiffosi will (i) not perform any of the services set out therein (in particular, it will not refund the Customer for the payments received) and (ii) return the Products to the Customer.

The Customer will bear the cost of reshipping the Product. Tiffosi will inform the Customer of this shipping cost. The Customer may, however, inform Tiffosi that they do not wish to receive the Product again, given the costs involved.

### **23. ASSIGNMENT OF THE CONTRACTUAL POSITION**

The Customer may not transfer their position in the Contract, nor any rights or obligations arising therefrom, to a third party, without the prior written consent of Tiffosi.

Tiffosi may transfer its position in the Contract, as well as any rights or obligations arising therefrom, to any company in the "VNC Group".