

OYSHO CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (together with all the documents to which it refers) establishes the terms and conditions of use for this website (www.oysho.com) and the purchase of products on it (hereinafter, the "Terms and Conditions"). Please read these Terms and Conditions, our Cookies Policy and our Privacy Policy (jointly, the "Data Protection Policies") carefully before using this website. By using this website or placing an order via the website, you agree to be bound by these Conditions and by our Data Protection Policies. Therefore, if you do not agree with all the Conditions and with the Data Protection Policies, you should not use this website. These Conditions may be subject to change. It is your responsibility to read them regularly, as the applicable conditions are those which are in force at the time each Contract is formalised (as defined below), or, if no Contract is formalised, at the time the website is used.

If you have any queries regarding the Conditions or Data Protection Policies, you can contact us via our contact form.

The Contract (as defined below) may be formalised, at your choice, in any of the languages in which the Conditions are available on the website.

2. OUR DETAILS

Items on this website are sold under the name OYSHO by ITX Retail México, S.A. de C.V., a Mexican company with registered address at Poniente 146, No. 730, Col. Industrial Vallejo, 02300, Mexico City, registered on the Public Registry of Property and Commerce of Mexico City, with R.F.C. (Federal Taxpayer ID) BME0004112J6.

3. YOUR DETAILS AND VISITING THIS WEBSITE

The personal information or data you provide about yourself will be processed as established in the Data Protection Policies. By using this website, you consent to the processing of this information and data and declare that all the information and data you provide are accurate.

4. USE OF OUR WEBSITE

By using this website and placing orders on it, you agree to:

- i. Use this website for legally valid consultations or orders only.
- ii. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorised to cancel the order and inform the relevant authorities.
- iii. Provide your email address, postal address and/or other contact information truthfully and correctly. You also consent to our using this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, we will not be able to process your order.

When placing an order through this website, you declare that you are over 18 years old and have the legal capacity to enter into contracts.

5. SERVICE AVAILABILITY

The items offered through this website are only available for delivery in the Republic of Mexico.

6. CHECKING AVAILABILITY IN-STORE AND RESERVING IN-STORE (option only available via the website www.oyscho.com for Mexico and via the mobile site)

Availability in-store

The user can check the availability of a specific product. Then, a window or pop-up will open where the user must enter their postcode or city and will be able to select one of the physical stores that appear in the dropdown menu and check the availability of a specific product at the selected store.

This information is only valid at the time of the enquiry. The enquiry alone does not reserve the product. If the user wants to reserve the product at a physical store, they must follow the instructions described below.

Reserving in-store

The aim of this clause is to determine the conditions in which the user can use the reservation service for products published on the website and then subsequently purchase them at the physical store, defining the requirements of the reservation. Reservation of the items offered on this website is only available at OYSHO stores in México. The prices on the website include VAT. The payment methods that can be used are those available at the OYSHO physical store in question, in México.

The user must visit the OYSHO México website and find the product they are interested in. Then, they must click “stock and reservation in physical stores”. A window or pop-up will automatically open where the user must enter their postcode or city to check the availability of the item at the nearest OYSHO physical stores in México.

Then, the user must select the physical store that they want to collect the product from, from the list that will appear on screen, and then click “Reserve”. The user must fill in the form that appears on the screen, entering the following details: name, email, phone number and product size. Once the form has been completed, the user will receive an email and an SMS stating that the reservation has been processed and providing the reference number. This email does not confirm that the product is available. The availability and reservation of the product will be confirmed or refused in a later email. If the reservation is confirmed, the user must go to the OYSHO physical store in México selected in the previous steps within 24 hours and within that store’s opening times, starting from the time at which the reservation confirmation email was received. After that period, the reservation will be cancelled and invalid. When the user visits the store to purchase the reserved item, they must show the reservation reference number at the physical store.

When the user reserves a product at a selected store, they do not pay online, they have no obligation to purchase the item, they only commit to visiting the store within the period in which the product will be reserved. The user must be aware that the reservation of their product(s) by OYSHO involves immobilising stock for the period in which it is reserved for the user.

The user will not be able to use the in-store reservation function for 30 days from the start of the Sale period, which will be published when applicable on the OYSHO México website. After 30 days, only that

season's items (not sale items) can be reserved. The option to check stock availability and reserve in-store can be deactivated by OYSHO unilaterally, at any time.

OYSHO commits to managing the reservation request within the timeframe indicated during the reservation process and in line with the business hours of each OYSHO store in México, which can be viewed [here](#).

If the user eventually buys the product reserved at an OYSHO physical store in México, the sales guarantee and returns policy of that establishment will apply, which will be detailed at the till or purchase ticket as the sale is made in person and not online.

7. HOW THE CONTRACT IS ENTERED INTO

There will be no contract between you and the company regarding any product until we have expressly accepted your order. If for any reason your order is not accepted and your account has already been charged, the same amount will be reimbursed to you in full.

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". After this, you will receive an email acknowledging the receipt of your order (the "Order Confirmation").

All orders are subject to our acceptance, of which you will be informed by email confirming that the product is being delivered (the "Delivery Confirmation"). The contract between you and us to purchase a product (the "Contract") will only be formalised when we send you this Delivery Confirmation.

Only the products listed in the Delivery Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has been ordered until we confirm that these have been sent via Delivery Confirmation.

8. PRODUCT AVAILABILITY

All product orders are subject to availability. If, in the event of force majeure or difficulties regarding the supply of products, or if there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value which you may order. If you do not wish to order these substitutes, we will refund any amount that you may have already paid. We remind you that we will always do our best to maintain our website updated.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will make every effort to process all orders, exceptional circumstances may arise that require us to refuse to process an order after having sent the Order Confirmation, therefore we reserve the right to do this at any time.

10. DELIVERY

Notwithstanding the provisions of Clause 7 above regarding product availability and with the exception of extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Order Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, within the estimated time frame indicated when selecting the delivery method,

the maximum delivery period will be 10 working days; and only as an exception will the maximum delivery period be of 30 days from the date of the Order Confirmation.

Nevertheless, delays may arise due to product personalisation, the occurrence of unforeseen circumstances or the delivery location.

We will send virtual gift cards on the date indicated by you when placing the order.

If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. Please remember that we do not make home deliveries on Saturdays, Sundays or public holidays except for virtual gift cards, which will be delivered on the date indicated by you.

For the purposes of these Terms and Conditions, a “delivery” will be deemed completed or the order will be deemed “delivered” when you or a third party indicated by you acquires the material possession of the products, accredited with the signature of receipt of the order at the delivery address specified.

The virtual gift card will be considered to be delivered as established in the Gift Card Conditions of Use, and in any case, on the date it was sent to the email address indicated by yourself.

11. UNSUCCESSFUL DELIVERIES

In the event it is impossible for us to deliver your order, it will be returned to our warehouse. In this case, we will leave a note explaining where your order is and what to do for it to be delivered again. If you are not going to be at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day.

If 15 days have passed since your order has become available for delivery and the order has not been delivered for reasons which are not attributable to us, we will understand that you wish to withdraw from the Contract and it will be deemed terminated. If the contract is terminated we will reimburse the sum paid for these products as soon as possible and, in any case, within 30 days from the date the Contract is terminated.

Please remember that transport resulting from terminating the Contract may carry an additional cost, and we shall consequently be authorised to transfer these costs to you.

This Clause shall not apply to the virtual gift card, the delivery of which shall be governed by the Gift Card Conditions of Use and Clause 9 above.

12. TRANSFER OF RISK AND OWNERSHIP

The property, and consequently the product risks, will be your responsibility from the moment they are delivered.

13. PRICE AND PAYMENT

The prices on the website include VAT but exclude delivery costs, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

Prices may change at any time, but any such changes will not affect orders for which the Order Confirmation has already been sent.

Once you have selected all of the items that you wish to purchase, the articles will appear in your basket and the next step will be to process the order and make the payment. To do so, you must follow the steps of the purchasing process, filling out or verifying the information at each step as necessary.

During the purchasing process, and before completing the payment, you may modify your order information. You may refer to the detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section.

You may use Visa, Mastercard, American Express, Affinity Card Banamex, and PayPal as payment methods. Additionally, you may pay all or part of the price of your purchase with an OYSHO gift card or voucher issued by ITX Retail México, S.A. de C.V. However, if you place an order using one of the electronic devices in certain OYSHO stores in Mexico, in some of these stores, you will be able to pay directly at the till using any of the payment methods available in said store.

To minimise the risk of unauthorised access, your credit card details will be encrypted. Once we have received your order, we will pre-authorise your card to ensure that there are sufficient funds to complete the transaction. Your card will be charged as soon as your order leaves our warehouses. If your payment method is PayPal, gift card or voucher issued by ITX Retail México, S.A. de C.V., the charge will be made when the order is confirmed.

However, if the method of payment is cash on delivery in the store, the amount will be charged in the store using any of the payment methods available.

By clicking on "Authorise Payment" you are confirming that the credit card is yours and that you are the legitimate holder of the gift card or voucher.

Credit cards shall be subject to authorisations and checks by their issuing entity, but if this entity does not authorise the payment we shall not be held responsible for any delay or failure to deliver, and we shall not be able to formalise any Contract with you.

14. PURCHASING AS A GUEST

This website also lets you shop as a guest. In this purchase mode, you will be asked for only the basic information needed to process your order. After the purchase process is complete, you will be given the option of registering as a user or continuing as a non-registered user.

15. QUICK PURCHASE

You can use the quick purchase option (hereinafter, "Quick Purchase") to shop on this website more easily, without having to enter your delivery, invoice and payment information for each purchase. Quick Purchase is available in the Shopping Basket section.

To use Quick Purchase, you must save your credit card information. You can do this when paying with any of the cards accepted on this website, marking the option "save my card information". This involves the storage of the following card information: card number, name of the cardholder as it appears on the card and card expiry date.

To save your card information and use Quick Purchase, you must accept the current Terms and Conditions and Privacy Policy. By accepting the use of Quick Purchase, you authorise payment for the purchases you make using the tool to be charged to the card associated with the tool. In any case, the use of your card will be governed by the terms and conditions you have agreed to with the issuer of your card.

You can save the details of as many cards as you wish in Quick Purchase; to do this you must make at least one payment with each card. If you want to save the information of more than one card, the card whose information you saved most recently will be considered your "Favourite Card", and used by default for purchases made using Quick Purchase. However, you can change your Favourite Card in the "My Account" section of this website.

To use Quick Purchase, simply click on the "Quick Purchase" button that will appear on the Shopping Basket page. A page will immediately appear with the delivery, invoicing and payment information of your purchase. The information available on this page cannot be edited, so if any detail is not correct, do not finalise the purchase. To shop using other information, please do not use Quick Purchase.

You can change the Favourite Card associated with Quick Purchase in the My Account section of this website.

This Clause will not be applicable if you are making a purchase as a guest.

16. VALUE ADDED TAX

Pursuant to the Value Added Tax Law, the sale of goods in Mexico is subject to this tax. A sale is considered to take place in Mexico when the goods are located in the country when they are sent to the purchaser and, when no delivery is required, the goods are located in the country when they are handed over by the seller.

In light of the above, any orders placed shall be subject to the general rate of value added tax in effect.

17. RETURN POLICY

17.1 Right to cancel the Contract

17.1.1 Content of the right

If you enter into this contract as a consumer and user, you are entitled to withdraw from the Contract within a maximum period of 30 calendar days from the Confirmation of Shipment, without the need to provide grounds for such withdrawal under the terms and according to the procedure contained in this Section 17.1.

To exercise your right of withdrawal, you must notify ITX RETAIL MÉXICO, S.A. DE C.V by email at contact_mx@oysho.com or via our contact form, providing a clear statement of your decision to withdraw from the purchase.

You shall not be entitled to withdraw from the Contract when it involves the supply of any of the following products:

- i. Customised items.
- ii. Music CDs/DVDs without their original packaging.
- iii. Goods pre-sealed for hygiene reasons which have been opened after delivery.

- iv. Tights.
- v. Underwear.
- vi. swimwear without the hygiene label
- vii. Hair products.
- viii. Accessories without their original packaging
- ix. Perfumes without their original packaging or that have been opened
- x. Garments altered by Customer request
- xi. Items purchased in other countries

Your right to withdraw from the purchase applies only to those items returned in the same conditions in which they were received. No refund will be given if the item has been used after opening, if the items are not in the same condition as they were upon delivery, and if they have suffered any damage. Therefore, extreme care must be taken with the item/s once they are in your possession. Please return the item using or including all its original packaging, instructions and other accompanying documents. In any case, you must return the item with the electronic receipt that you will have received together with the Shipping Confirmation, which is also available on your account on the website and on the Oysho mobile application.

Gift card returns are governed by the Gift Card Conditions of Use.

17.1.2 Return of the product

When exercising your right of withdrawal, you must return the product. You can return the products directly at any Oysho store in the Mexican Republic, or by requesting return via messenger service/courier on our website with no undue delays. Goods must be returned before the end of the period granted to exercise your right of withdrawal indicated in Clause 17.1.1.

Returns to an Oysho store.

You can return products to any of our Oysho stores in the Mexican Republic with the same section as the goods you want to return. In this case, you must take the item to any of these stores, together with the electronic receipt which you will have received along with the Shipping Confirmation, which is also available on your account on the website and on the Oysho mobile application.

Returns via messenger service/courier.

You must contact us via our return request option so that we can organise collection from your home address. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the "RETURNS" section on this website. If you have made a purchase as a guest, you may request returns via messenger service/courier using the request for return via the link provided for this purpose in the order confirmation email. We inform you that the costs of the return will be at your expense; we will charge a fixed amount that will be displayed in the Help/Exchanges and Returns section of our website which we will deduct immediately from the amount to be refunded to you.

Returns for orders made using the electronic devices available at certain Oysho stores in Mexico and paid for at the store till must always be carried out at Oysho stores in Mexico. Returns for orders made using cash on delivery and paid at the till in the store must always be carried out at Oysho stores in Mexico.

Should you withdraw on your own behalf, we will return all payments received from you and we will reimburse you using the same payment method you used for the initial transaction.

If 10 days have passed since your order was available for delivery and store payment, and the order could not be picked up for reasons which cannot be attributed to us, we will understand that you wish to withdraw from the contract and we will consider it to be terminated.

17.1.3 Assessment of the condition of the product and, where appropriate, refund

In the event that you have chosen to return the item(s), we will examine the state of the product to ensure that it is returned in the same conditions as you received it. After examining the item, we will inform you if you have the right to a refund of the amount you paid. You will be refunded with no undue delay, provided that, if you choose the Courier return option, the amount mentioned in paragraph 17.1.2 above will be deducted from the amount to be refunded and, in any case, no later than 20 calendar days after the date we send you an email confirming that we will proceed with the refund. We will refund the amount using the same payment method you used for the original transaction, when the payment has been made using Visa, Mastercard, American Express, Affinity Card Banamex or PayPal. You will incur no costs as a result of the refund, unless you have not returned the items following one of the options offered in Section 17.1.3 above.

172 Withdrawal from the purchase due to hidden defects or faults.

17.2.1 Content of the right

In addition to the right of withdrawal granted in subsection 16.1 above, ITX Retail México, S.A. de C.V. grants consumers a right of withdrawal due to defects or hidden errors, in the terms and according to the procedure indicated in Section 17.2.

This right entails our commitment to agree to exchange or refund your products within the first 90 days from the date you or a third party indicated by you, other than the courier, acquired possession of the goods or, if the goods included in your order are delivered separately, within 90 calendar days from the date you or a third party indicated by you, other than the courier, acquired possession of the last of these goods, when they have hidden defects or faults that make them unsuitable for their common use, reduce their quality or possibility of use or if they do not offer the safety that, given their nature, is normally expected of them and of their reasonable use.

Your right to withdraw from the Contract only applies to those products returned in the same conditions in which they were received except in the case of hidden defects or faults. Please return the item using or including all its original packaging, instructions and other accompanying documents. In any case, you must return the item with the electronic receipt that you will have received together with the Shipping Confirmation, which is also available on your account on the website and on the Oysho mobile application.

17.2.2 Exercising this right

In the event that you consider that the product does not meet the terms of the Contract due to hidden defects or faults, you must contact us immediately and no later than the period of 90 days mentioned in Section 17.2.1. above via our contact form, providing us with the details of the product and of the hidden damage or fault in question.

17.2.3 Return of the product

When exercising your right of withdrawal, you must return the product. You can return the products directly at any OYSHO store in the Mexican Republic, or by requesting return via messenger service/courier on our website with no undue delays. Goods must be returned before the end of the period granted to exercise your right of withdrawal indicated in Clause 16.2.1.

Returns to an OYSHO store.

You can return products to any of our OYSHO stores in the Mexican Republic with the same section as the goods you want to return. In this case, you must take the item to any of these stores together with the electronic receipt you will have received attached to the Shipping Confirmation. The electronic receipt is also available on your account on the website and on the Oysho mobile application.

Returns via messenger service/courier.

You must contact us via our return request option so that we can organise collection from your home address. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the "RETURNS" section on this website. If you have made a purchase as a guest, you may request returns via messenger service/courier using the request for return via the link provided for this purpose in the order confirmation email. We inform you that the costs of the return will be at your expense; we will charge a fixed amount that will be displayed in the Help/Exchanges and Returns section of our website which we will deduct immediately from the amount to be refunded to you.

Returns for orders made using cash on delivery and paid at the till in the store must always be carried out at Oysho stores in Mexico. Should you withdraw on your own behalf, we will return all payments received from you and we will reimburse you using the same payment method you used for the initial transaction.

If 10 days have passed since your order was available for delivery and store payment, and the order could not be picked up for reasons which cannot be attributed to us, we will understand that you wish to withdraw from the contract and we will consider it to be terminated.

17.2.4 Assessment of the condition of the product and, where appropriate, refund

We will examine the conditions of the product and the hidden defect or fault. After examining the item, we will inform you if you have the right to a refund of the amount you paid. You will be refunded with no undue delay provided that, if you choose the Courier return option, the amount mentioned in paragraph 17.2.3 above will be deducted from the amount to be refunded and, in any case, no later than 20 calendar days after the date we send you an email confirming that we will proceed with the refund or replacement of the faulty item.

The refund will always be made using the same payment method you used to pay for the original purchase, when the payment has been made using Visa, Mastercard, American Express, Affinity Card Banamex or PayPal.

Amounts paid for products returned due to any fault or defect, when they really exist, will be refunded in full, including delivery costs incurred to deliver the item.

If you have any questions, please contact us using our contact form or by calling 01 800 283 4389.

18. LIABILITY AND EXEMPTION FROM LIABILITY

Unless expressly indicated otherwise in these Terms and Conditions, our liability in relation to any product acquired on our website is limited strictly to the purchase price of this product.

Notwithstanding the above, our liability is not excluded or limited in any matter where it would be illegal or unlawful for us to exclude, limit or try to exclude or limit our liability.

Without prejudice to the provisions of the above paragraph and as permitted by law, and unless otherwise indicated in these Conditions, we will accept no liability for the following losses, regardless of their origin:

- i. loss of income or sales;
- ii. loss of business;
- iii. loss of profit or loss of contracts;
- iv. loss of anticipated savings;
- v. loss of data; and
- vi. loss of management time or opening hours

Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained from this website, unless it is otherwise expressly established here.

All product descriptions, information and materials that appear on this website are provided in their entirety and without their express or implied warranty except those which are established by law. Therefore, if you enter into a contract as a consumer and user, we are required to deliver you items which conform to the Contract, and are liable to you for any nonconformity at the time of product delivery. The products are understood to comply with the Contract provided that (i) they comply with our description and have the qualities presented on this website, (ii) are suitable for the uses for which products of the same type are intended and (iii) they have the usual quality and features that can be reasonably expected from a product of the same type.

According to the scope of the law, we exclude all guarantees except those that cannot be legitimately excluded from consumers and users.

The products we sell, especially handmade products, may sometimes present characteristics typical of the natural materials used for their manufacturing. These characteristics, such as variations in grain, texture, knots or colour, will not be considered defects or flaws. On the contrary, they should be regarded as necessary and desirable. We select only products of the highest quality, but natural variations are unavoidable and should be accepted as part of the individual appearance of the product.

The provisions of this Clause do not affect your rights as a consumer and user or your right to withdraw from the Contract.

19. INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may only use this material as expressly authorised by us or whoever has

granted us a licence for its use. This will not prevent you from using this website as needed to copy information regarding your order or Contact information.

20. VIRUSES, PIRACY AND OTHER CYBERATTACKS

You may not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You may not try to gain unauthorised access to this website, the server on which this website is hosted, or any server, computer, or database related to our website. You undertake to not attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Breaching this Clause may lead to offences as described in applicable legislation. We will inform the competent authorities of any breach of said regulations and will cooperate with them to discover the attacker's identity. Also, anyone in breach of this Clause will immediately no longer be authorised to use this website.

We shall not be liable for any damages or loss resulting from a denial of service attack, virus or any other program or technologically damaging material that may affect your computer, computer equipment, data or materials as a result of using this site or downloading content from it or those to which it redirects.

21. LINKS FROM OUR WEBSITE

In the event our website contains links to other websites and third-party material, these links are facilitated for solely informative purposes, and we do not have any control over the content of these websites or materials. Therefore, we will accept no liability for any loss or damages arising from their use.

22. WRITTEN COMMUNICATION

Applicable regulations require that the information or communications we send you be in writing. By using this website, you accept that most of our communications with you will be in electronic formats. We will contact you by email or provide information by publishing announcements on this website. For contractual purposes, you consent to using this electronic means of communication and you recognise that all contracts, notifications, information, and other communications we send you electronically comply with the legal requirement that they be in writing. This does not affect your legal rights.

23. NOTIFICATIONS

The notifications you send us should preferably be sent via our contact form. Pursuant to the provisions in Clause 21 above, and unless otherwise stipulated, we may send you notifications either to your email address or to the postal address provided when you place an order.

The notifications will be understood to have been received and to have been issued correctly as soon as they are published on our website, 24 hours after sending you an email or three days after the postmarked date of any letter. To prove that the notification has been delivered, it will be sufficient to prove, in the case of a letter, that it had the correct address, was correctly stamped and duly delivered to the post office or a post box and, in the case of an email, that it was sent to the email address specified by the customer.

24. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and assignees.

You may not transfer, assign, encumber or otherwise pass on a Contract or any of the rights or obligations set forth therein, without having obtained our prior consent in writing.

ITX Retail México, S.A. de C.V may transfer, assign, encumber, subcontract or transfer in any other way a contract or any of its rights or obligations set forth therein at any time during the term of this Contract. To avoid any doubt, any such transfer, assignment, charge or other disposition shall not affect your consumer rights recognised by law, if any, or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

25. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Unforeseeable Circumstances or Force Majeure").

Causes attributable to Unforeseeable Circumstances or Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, especially but not limited to the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil unrest, riots, invasion, terrorist attack or terrorist threat, war (declared or not) or threat of or preparations for war.
- iii. Fire, explosions, storms, floods, earthquakes, sinking, epidemic or any other natural disaster.
- iv. Impossibility of use of trains, boats, planes, motor vehicles or other means of transport, whether public or private.
- v. Impossibility of use of public or private communications systems.
- vi. Acts, decrees, legislation, regulations or restrictions by any government or public authority
- vii. Strikes, failures or accidents in sea or river transport, postal services or any other type of transport.

Our obligations arising from the Contracts shall be deemed suspended for the duration of the Causes attributable to Unforeseeable Circumstances or Force Majeure, and our deadline for meeting these obligations shall be extended for a period of time equal to the duration of the Causes attributable to Unforeseeable Circumstances or Force Majeure.

We shall implement all reasonable means to resolve the Causes attributable to Unforeseeable Circumstances or Force Majeure or to seek a solution that enables us to meet our obligations under the Contract, despite the Causes attributable to Unforeseeable Circumstances or Force Majeure.

26. WAIVER

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or

actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of these rights or actions, nor exonerate you from fulfilling these obligations.

No waiver on our part of a specific right or action entails a waiver of other rights and actions arising from the Contract or these Conditions.

No waiver on our part of any of these Conditions or of the rights or actions derived from the Contract will take effect, unless it is expressly established that it is a waiver and is formalised and communicated to you in writing in accordance with the provisions in the Notifications section above.

27. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by a final decision issued by the corresponding authority, the remaining terms and condition shall remain in effect without being affected by this declaration of nullity.

28. COMPLETE AGREEMENT

These Terms and Conditions and any document that is expressly referenced herein constitute the full agreement between you and ITX Retail México, S.A. de C.V. with regard to the purpose thereof and they replace any other prior pact, agreement or promise made between you and ITX Retail México, S.A. de C.V., whether verbally or in writing.

You and ITX Retail México, S.A. de C.V. recognise having agreed to enter into the Contract without having relied on any statement or promise made by the other party or one that could have been inferred by any statement or written document during the negotiations entered into by both parties before the Contract, except for those expressly indicated in these Conditions.

Neither you or ITX Retail México, S.A. de C.V. shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless this untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to a breach of contract in accordance with the provisions of these Conditions.

29. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We hold the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the time in which you use this website or place each order, except when by law or decision of governmental entities we must make retroactive changes to these policies, Conditions or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

30. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts made through the website shall be governed by Mexican legislation.

Any controversy that may arise or be related to the use of the website or to these contracts shall be subject to the exclusive jurisdiction of the courts of Mexico City, expressly waiving any other jurisdiction that may apply to you whether due to present or future places of residence or any other circumstance.

If you are entering into the contract as a consumer, this Clause does not affect the rights applicable to you under current legislation.

31. COMMENTS AND SUGGESTIONS

We welcome your comments and suggestions. Please send your comments and suggestions using our contact form.

12/03/2024