### TERMS AND CONDITION OF ONLINE SHOPPING AT WWW.SACOORBROTHERS.COM

These terms and conditions ("T&C") are a legally binding agreement and are part of the terms and conditions that govern the acquisition from SACNET SA, a company incorporated under Portuguese law and registered at the Cascais Companies Registration office under the tax number. 509791484, with registered office at Talaíde Park, Estrada Octávio Pato, n° 177, Edif. A, A3, 2785-783 S. Domingos de Rana, ("Sacoor") by any Sacoor Brothers customer ("Customer") of products through the website <a href="www.sacoorbrothers.com/en">www.sacoorbrothers.com/en</a> ("Website").

Customers may access these terms and conditions in PDF format for download and reproduction.

The Website is managed by Sacoor.

Customers must ensure that they have carefully read the information in these T&C, bearing in mind that these are directly applicable to any orders made on the Website.

By accepting the T&C, Customers are declaring that they have the necessary capacity for signing a Contract, namely that they are aged over 18, and that they have understood and accept all of their provisions.

If a Customer is a company, these T&C shall be applicable with the necessary changes.

## 1. ORDERS AND PAYMENT

At the moment, online ordering and delivery of Sacoor products is only possible in the following countries: Albania, Andorra, Armenia, Austria, Byelorussia, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican City, the United Kingdom.

Customers must choose their payment method when making their order. The following payment methods are available: (i) credit card, (ii) Multibanco reference number (only in Portugal) and (iii) PayPal. Provided all of the conditions have been met, Customers may also pay all or part of the order price using their reward points accumulated through the Sacoor Club.

By clicking on "Authorise Payment", Customers agree to pay the full amount indicated for the item(s) bought, including any costs related to delivery. For Multibanco payments, Customers must pay for their order within 3 (three) days of placing it, otherwise it will be cancelled and deemed ineffective.

The delivery address for the items bought will be the address on the order.

Once the order has been made and all necessary checking carried out by Sacoor, including confirmation of payment of the order, the Customer will receive an e-mail acknowledging receipt of the order.

If Sacoor is unable to dispatch the order within five days of its receipt, the Customer will be informed of this and may cancel the order.

#### 2. INVOICE

Customers may request the issue of an invoice with their details, including their tax number. This information must be included in the fields requesting information for issuing invoices.

#### 3. ORDER STATUS

Sacoor will inform the Customer, by e-mail, as soon as preparation of the order begins and of the progress of the order. A link will also be included allowing the order status to be monitored.

As soon as the order is ready for delivery, the Customer will receive an e-mail with the expected date of delivery. The delivery will be made to the address indicated by the Customer, a Sacoor store or one of the participating pick-up points, as chosen by the Customer.

The Customer may also monitor the status of the order through "Orders & Tracking after logging into the Website.

Customers may contact Sacoor's Customer Care service for information on the delivery of an order, using the contact information in Clause 12 below.

### 4. CHANGING AND CANCELLING AN ORDER

Customers may change or cancel their order up to the time its status is "Order being Prepared". For further information on how to check your order status, please see Clause 12 below.

To change or cancel an order, Customers must contact Customer Care as soon as possible, using the contact information in Clause 12 below.

# 5. DELIVERY CONDITIONS

Customers will receive their orders at the address of their choice (except PO boxes), at a Sacoor store of their choice or at one of the participating pick-up points.

Post and packaging rates are charged per order. The exact price of each delivery will depend on the country and delivery conditions and will be detailed in the e-mail acknowledging its receipt

Sacoor will pay the post and packaging if the final amount of the order is over €150.

Deliveries are made from 9 am to 6 pm local time. To receive your order, you must ensure that there is somebody present at the address indicated. During promotions, the delivery time may be longer than usual, but never more than 30 days after the date of the order.

The public holidays listed below are not considered to be "business days" for the purposes of any deadline for dispatching the order to the carrier: NOTE: Joao Traca ira reformular este paragrafo de modo a incluir feriados na jurisdicao de entrega]

- 1 January
- movable feast Carnaval
- movable feast Good Friday
- movable feast Easter
- 25 April
- 1 May
- 10 June
- 15 June
- 24 June
- 15 August
- 5 October
- 1 November
- 1 December
- 8 December
- 25 December

Delivery deadlines after dispatch may only be complied with if there are no factors beyond the reasonable control of Sacoor or its service providers making this impossible. These include public holidays at the place of delivery or in countries the items travel through, as well as earthquakes, acts of terrorism, floods, general strikes, riots, rebellions or coups d'état.

# 6. INABILITY TO DELIVER

If Customers wish to have the order delivered to their home, they must ensure that they are present at the address indicated at the time of delivery (or that somebody is there that can sign the proof of delivery for them). If after two attempts to deliver to their home, the Customer is still not available to receive the order, they will be given new information on the place they can pick it up. Customers have a period of 15 business days counting from the date of the second delivery attempt to pick up their order at the place indicated. If Customers do not pick up their order within this time, Sacoor will collect it and return the entire amount paid by the Customer, except for the costs of delivering the order.

If Customers choose to receive their order in a Sacoor store, it must be picked up from the selected store within the fifteen days after confirmation of delivery. If Customers have not picked up their order after this time, it will be returned to the Sacoor and cancelled. If the order is cancelled because it was not picked up within the time provided for above, Sacoor will refund the full amount to the Customer, except for any costs related to delivery of the order, if applicable.

If Customers choose to pick up their order at a pick-up point, it must be picked up at the selected pick-up point within ten business days of confirmation of delivery. Otherwise it will be returned to Sacoor and cancelled. If the order is cancelled because it was not picked up within the time provided for above, Sacoor will refund the full amount to the Customer, except for any costs incurred with delivery of the order.

### 7. TRANSFER OF RISK

The risk of deterioration of the items ordered lies with the Customer from the moment these are delivered.

#### 8. GUARANTEES

The items delivered to the Customer will, as a rule, correspond to those selected on the Website, except for the cases where a certain article has been manufactured using artisanal processes (brushing, wax, aging, etc.) where there may be small differences between articles with the same reference number.

Sacoor only sells products in perfect condition so, if Customers by any chance receive a faulty item, Sacoor will meet all of the guarantee obligations provided for in the applicable law. In this case, Customers should contact Customer Care using the contact information in Clause 12 below.

If Customers are not satisfied with any item received due to material or production faults, including any damage incurred during transport, they may return the items according to the return instructions in Clause 9 below.

## 9. EXCHANGES

Customers have a period of 15 days from the date of delivery of the order to exchange it. If several items are included in the same order, but these have been delivered on different dates, the deadline of 15 days will count from the date of delivery of the last item ordered.

Exchanges may be made in person at Sacoor stores (except outlet and Sacoor One stores). If Customers wish the exchange to be made at home, they must check the applicable procedures in Clause 10 below or contact the Customer Care team using the contact information in Clause 12 below.

Any items that have been made according to Customer specifications or that have been clearly personalised may not be exchanged.

Sacoor does not exchange any items which, due to their nature, may not be exchanged for reasons of hygiene/safety.

### 10. RETURNS

Customers have a period of 15 days from the date of delivery of the order to return it, freely and without any justification required. If several items are included in the same order, but

these have been delivered on different dates, the deadline of 15 days will count from the

date of delivery of the last item ordered.

Customers may return the items acquired on the Website at no additional cost, provided

they are returned without any signs of use (Customers may inspect the item carefully provided they do not damage it), with the corresponding label and using the packaging the

items were delivered in.

Customers may return any item ordered within the deadline indicated for this and in

accordance with the procedures in the Returns and Refunds section, which can be accessed

at Returns & refunds.

Sacoor is not obliged to refund any additional delivery costs if Customers choose a delivery

method more expensive than standard delivery (method proposed by Sacoor).

If the return is made at a Sacoor store, the payment is returned within no more than 15

business days of the request, by bank transfer.

Any items that have been made according to Customer specifications or that have been

clearly personalised may not be returned.

Sacoor does not accept the return of any items which, due to their nature, may not be

returned for reasons of hygiene/safety.

11. INTELLECTUAL PROPERTY

The products marketed by Sacoor are made by Sacoor or by authorised suppliers or their

licensees and are protected by the applicable intellectual property laws.

Users may not copy or reproduce the products ordered and/or acquired through the Sacoor

website without express written authorisation from Sacoor.

12. CUSTOMER SUPPORT

For any questions related to online procurement via the Website or these T&C, Customers

may contact the Customer Care department:

Chat available on the homepage of the Website

WhatsApp: +351969722667

Telephone: +351210046870

E-mail: customercare@sacoor.com

The Customer Care opening hours are from Monday to Friday, from 9 am to 6:30 pm (GMT).

13. PERSONAL DATA HANDLING

For detailed information on how Customers' personal data will be stored, handled and used,

please access the <u>privacy policy</u> available on the Website.

### 14. PROMOTIONS AND OTHER PROGRAMMES

The T&C apply without prejudice to any benefits Customers may enjoy due to being members of the Sacoor Club or any promotions, points plan or similar programmes that are applicable.

#### 15. APPLICABLE LAW AND DISPUTE RESOLUTION

The T&C are governed by Portuguese law. To settle any issues arising from these T&C, the competent jurisdiction shall be Lisbon District (Portugal), with express renouncement of any other.

#### THE SACOOR CLUB

# **Terms & Conditions of Loyalty Program**

## **GENERAL REMARKS**

- A. The Sacoor Club is the loyalty program (the "Program") operated by Sacentro -Comércio de Têxteis S.A., its subsidiaries, affiliates, group companies, and the companies under the same ultimate beneficial ownership or management control ("Sacoor Brothers").
- **B.** The Program allows those enrolled ("Members") the chance to earn and redeem points when making qualifying purchases at Sacoor Participating Stores.
- c. Sacoor Brothers may also partner with one or more providers of goods or services and allow them to participate in the Program from time to time ("Program Partners") (which may include but not be limited to financial and banking institutions, hotels, leisure and lifestyle services), thus expanding the unique advantages each Member may benefit from.
- D. These terms and conditions (the "Terms & Conditions") relate to the membership, earning and redeeming of points under the Program from its launch.

## **MEMBERSHIP**

- 1. Enrollment in the program and the Sacoor Club membership are free of charge.
- **2.** The Program is a card-free program.

- **3.** All interested in joining the Program and becoming a Member may sign up online at <a href="https://www.sacoorbrothers.com">www.sacoorbrothers.com</a> to create the membership account by accepting these Terms & Conditions and our Privacy Policy. Alternatively, Sacoor Brothers' staff will be happy to assist you with this process in any of the Sacoor Participating Stores.
- **4.** Eligible members must have reached the age of majority in the country where they enroll for the Program ("Base Country").
- **5.** Membership is non-transferable and can only be used by you, as the authorized Member. You may cancel your membership at any time by giving Sacoor Brothers written notice.
- **6.** By enrolling in the Program, Members unconditionally grant their express consent to Sacoor Brothers to collect, retain, use and disclose information contained in the Sacoor Club membership application or otherwise provided to Sacoor Brothers or the Program Partners pursuant to the Program and your other personal information including but not limited to your name, email id, addresses, contact numbers, date of birth and transaction details, etc., subject to all data privacy applicable law.
- **7.** Sacoor Brothers has the right to disclose and share with Program Partners and permit them to use/retain personal information for any of the aforesaid purposes, including contacting you strictly with respect to the Program.
- **8.** All Members must identify themselves at a Sacoor Participating Store by presenting a valid photo identity to collect Points and redeem benefits.
- 9. You may manage your membership by logging in your Sacoor Club membership account.

# **EARNING POINTS**

- **1.** The Sacoor Club allows you to win Tier Points ("Points") with every qualifying purchase you make in all our Participating Stores.
- **2.** <u>Tier Points</u> are collected to your account immediately when you purchase and help you reach the next tier of membership to enter a wider world of benefits Silver, Gold or Platinum membership status
  - The number of Tier Points you have to accumulate to reach Silver, Gold and Platinum status are indicated here: <a href="www.sacoorbrothers.com/en/club/">www.sacoorbrothers.com/en/club/</a>
  - **II.** In case of return or refund of any purchases, Tier Points are immediately deducted from your account.

- III. Membership status (Silver, Gold or Platinum Tier status) is valid for a maximum of 12 months, from the date the Member is granted such status up to the member's annual tier review date. If during such period you have accumulated enough Tier Points to qualify for a tier upgrade, we will upgrade you to the qualifying tier before such date.
- **IV.** In case you qualify for a tier downgrade on your annual tier review date, you may still enjoy the benefits of your previous membership status for an extra month.

Exceptionally, subject to applicable rules available for consultation www.sacoorbrothers.com, which we reserve the right to amend from time to time, you may enjoy additional Sacoor Club benefits available to you outside the Territorial Scope applicable to you. Please visit our website for further and updated information on these additional benefits.

## ACCEPTANCE, REPRESENTATIONS, WARRANTIES AND LIABILITY

- 1. It is the Member's responsibility to carefully read, agree with and accept these Terms & Conditions. Your continuance as a Member, the collection of any Points under the Program, shall signify your acceptance of the Program along with its rules, terms and conditions and to be bound by the latest terms and conditions applicable from time to time. If you do not agree to (or cannot comply with) the Terms & Conditions, you may cancel your membership anytime.
- **2.** You represent, warrant and confirm that you have the capacity and ability to understand, agree and adhere to these Terms & Conditions as here set out.
- 3. To the maximum extent permitted by law, we expressly disclaim and exclude liability for any damage whatsoever including, without limitation, direct, indirect, special, punitive, incidental or consequential loss, any liability for claims, damages, costs, losses or consequences and damages incurred by a Member in connection with the use, inability to use, or results of the use of any of the benefits granted under the Program and for any other loss or damage of any kind whether or not foreseeable, howsoever arising whether or not caused by a negligent act or omission.
- **4.** Sacoor Brothers reserves the right to, with or without cause and without notice, refuse to award Points and withdraw Points, for any breach of these Terms & Conditions, due to non-payment of any purchases made under your Sacoor Club membership or if the

- member is involved in any act of fraud or any willful misconduct related to the granting or use of their Sacoor Club benefits.
- **5.** All express or implied warranties, representations, statements, terms and conditions relating to these Terms & Conditions not here contained, are excluded to the maximum extent permitted by law.

## AMENDMENT, SUSPENSION AND TERMINATION

- **1.** These Terms and Conditions are subject to amendment from time to time.
- 2. Sacoor Club reserves the right to modify, suspend or close the Program, or to change, suspend, cancel or withdraw any of these Terms & Conditions, without assigning any reason whatsoever at any point of time at their discretion. Sacoor Brothers shall notify the Members of such amendments, suspension or termination as soon as practicable.
- **3.** Sacoor Brothers reserves the right to discontinue Program memberships existing or new temporarily or permanently due to any technical, commercial or other lawful reason.

# APPLICABLE LAW AND JURISDICTION

- 1. These Terms and Conditions shall be governed and construed in accordance with the law of Portugal. Any dispute arising out of or in connection with the present Terms & Conditions, including any question regarding its existence, validity, performance or termination, shall firstly be settled amicably within the term of 45 days counting from the notification from one party to the other on that regard.
- 2. Should settlement not be possible within the referred term of 45 days, the parties may submit such dispute to the non-exclusive jurisdiction of the competent judicial civil courts of Lisbon, Portugal.