

BONGÉNIE

BRUNSCHWIG & CIE SA IN-STORE PURCHASES GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF THESE GENERAL TERMS AND CONDITIONS

1.1 IN-STORE PURCHASES

These General Terms and Conditions of sale (hereinafter referred to as "GTC") apply to sales by Brunswick & Cie SA (hereinafter "Brunschwig") to customers (hereinafter the "Customer") in its brick-and-mortar stores (hereinafter "Bongénie stores").

1.2 EXCLUSIONS

GOODS AND SERVICES FROM OTHER RETAILERS WITHIN BONGÉNIE STORES:

These GTCs only apply to purchases of goods and services sold by Brunswick. They do not apply to any goods and services available from shops-in-shops from other retailers running business of their own within some of the Bongénie stores. These companies apply their own terms and conditions to the services they provide in our stores, which we recommend you refer to.

INTERNET SHOPPING:

Specific Conditions (available under the link www.bongenie.ch/en_CH/d/gtc and outlet.bongenie.ch/en_CH/d/gtc) apply to online purchases on websites bongenie.ch and outlet.bongenie.ch respectively.

2. PURCHASING

2.1 PRODUCT QUALITY

The range of products sold at Bongénie stores consists of articles created by well-known designers from the upper level and luxury markets. All goods received by Brunswick come directly from their producers or authorized dealers so that they are unreservedly warranted as perfectly genuine.

2.2 AVAILABLE OFFER

As goods and services supplied by Brunswick may vary from one Bongénie store to another, items can occasionally be transferred from another Bongénie store to meet the Customer's request – which does not imply for Customer any obligation to purchase.

2.3 PURCHASING OPERATIONS

Items available through Brunswick are intended for retail sale.

Brunschwig is entitled to waive a sale under such circumstances as it may deem appropriate, particularly should the intended purchase appear to be meant for resale purposes.

2.4 RESERVATIONS

In-store reservation: in-store reservation of an item before any purchase may be acceptable – this however to Brunschwig's sole discretion. Such reservations can by no means exceed 3 working days.

Carrying away a reserved item is allowed to BG Club credit card holders exclusively, (see under 3.3. i) here below for BG Club credit card conditions) - and this under the terms described under "www.bg-club.ch - BG Club credit card - Carrying away a selection of goods". In short: all items thus carried away are registered on the Customer's BG Club account, those unreturned after 3 days from collection shall remain to the Customer's debit on his/her BG Club statement of account.

In-store reservation via the "GeneveAvenue" website: our products are also available through www.geneveavenue.ch via which our undiscounted articles can also be reserved. Such reservations are subject to acceptance by Brunschwig, which will be notified by e-mail from "GeneveAvenue" to the interested party.

Should the interested party opt for collecting the purchase at a Bongénie store of his/her choice, the reserved items will be available for collection at the said store for a maximum of three (3) working days from the date of acceptance of his/her reservation. All benefits granted to BG card holders will then be applicable to the purchase.

Should the interested party opt for delivery, such delivery is then processed by GeneveAvenue so that BG Club card benefits cannot apply.

2.5 CLICK & RESERVE

Undiscounted items can be freely reserved online on "bongenie.ch" for further collection from your local BG store.

HOW TO USE THIS SERVICE?

On the corresponding product page, select the BG store from which you expect to collect your articles.

Fill in the reservation form.

Within 24 working hours from your reservation request, an e-mail will be sent to you notifying whether your reservation has been accepted. Once the reservation is accepted by Brunschwig, the items will then be held during three (3) working days for in-store collection at the Bongénie store of your choice.

You will need this e-mail of the accepted reservation to be produced at the store when picking up the corresponding items.

Payment for the collected items is to be settled at the Bongénie store.

Brunschwig may leave out some articles from this service, or occasionally wholly discontinue "Click & Reserve" during short periods of special commercial operations.

3. PRICE AND PAYMENT

3.1 PRICE

Prices for all available items are indicated in Swiss Francs (CHF) and include all related taxes (VAT).

Brunschwig reserves the right to modify prices at any time.

As a rule, articles are sold simultaneously for the same price at all Bongénie points of sale (i.e. Bongénie stores or online). However, promotional actions may occur distinctively on one only of our various sales channels, i.e., either solely on one of our online shops – Bongénie Online Shop or Bongénie Outlet – (excluding both the other one of our online shops and Bongénie stores), or solely at Bongénie stores (excluding both of our online shops).

In such cases, the price applicable to the purchase shall be the one displayed on that day via the chosen distribution channel, irrespective of any divergence from the price for the same item when purchased on that same day via another one of our distribution channels.

3.2 MEANS OF PAYMENT

Brunschwig accepts the following means of payment for purchases at Bongénie stores:

- Payment in cash;
- Debit or credit cards recognised by its electronic payment terminals (MasterCard, Visa, American Express, Postcard);
- BG Club cards issued by Brunschwig, under the terms of use mentioned under 3.3 below;
- TWINT;

3.3 BG CLUB CARDS: ADDITIONAL CONDITIONS

Various "BG Club" cards issued by Brunschwig can serve without charge as a means of payment or for obtaining benefits: BG Club credit card, BG Club gift card and BG Club voucher.

General terms and conditions for the use of these "BG Club" cards are to be found at Bongénie stores and on the FAQ page of our website www.bongenie.ch/en_CH/faq.

I) BG CLUB CREDIT CARD

The BG Club credit card may be used in-store as well as online.

A complete presentation of this card and the related general conditions of use are available under www.bg-club.ch/en_CH/credit-card and www.bongenie.ch/en_CH/d/gtc-credit-card.

II) BG CLUB GIFT CARD

The BG Club gift card presentation is to be found under www.bongenie.ch/en_CH/d/giftcard-bg-club.

A BG Club gift card can be purchased in-store or online for a minimum of CHF 50.- and a maximum of CHF 2'000.-. It cannot be purchased through promotional offers. It becomes null and void after full first use.

The BG club gift card is valid for use during 5 years from issue date.

BG Club gift cards can neither serve for payments on "BG Club" credit card accounts, nor for collecting BG Club points.

III) BG CLUB VOUCHER

The BG Club voucher presentation figures under www.bg-club.ch/en_CH/the-programm and under www.bg-club.ch/en_CH/faq.

The BG Club voucher is valid for use for 1 year from the issue date.

BG Club vouchers can neither serve for payments on "BG Club" credit card accounts, nor for collecting "BG Club" points.

4. WARRANTY IN CASE OF DEFECTS

4.1 DEFECTS IN THE PURCHASED ITEM

All items sold by Brunschwig in Bongénie stores as well as on Bongénie online shops are of the high quality to be expected from the brands concerned.

Brunschwig also inspects their condition upon receipt from its various suppliers.

However, should an item purchased from Brunschwig happen to be defective (in the legal sense, i.e., a defect due to a manufacturing error, or to a transport or storage error), articles 197 ff. of the Swiss Code of Obligations shall apply.

4.2 PROCEDURE IN THE EVENT OF A DEFECT

Any notification of a defect in the sense stated under 4.1. hereinabove is subject to the following procedure:

The Customer is legally expected to inspect the condition of the purchased item immediately after purchase and to notify such defects to Brunschwig without delay after discovery. Should he/she fail to do so, the purchased object would be deemed accepted.

When returning to Brunschwig the defective item, the Customer must produce the corresponding sales voucher which was handed out at the time of purchase.

Should a case of defect in the legal sense have occurred, it will be settled in compliance with the relevant legal provisions (i.e., either refund on purchase price or price reduction as the case may be). For any return of goods to Brunschwig in this connection, all provisions under point 6.4 CONDITIONS OF RETURN hereafter must be carefully observed.

Should a defect come to light only subsequently, warranty claims are admissible up to two years after purchase date – in which case the above-mentioned procedure is to be observed strictly (in particular: Brunschwig must be notified of the previously undetectable defect no later than as soon as it is discovered).

5. IN-STORE ALTERATIONS SERVICE

An alterations service is available to all Brunschwig Customers, for items purchased from Brunschwig at one of the Brunschwig Group brick-and-mortar stores (under the shop signs “Bongénie” and “Bongénie Sport”) or online.

BG Club Members may be entitled to use such services without charge, depending gradually on their personal status under the BG Club loyalty program (see points 5.1. and 5.2. hereafter).

5.1 SIMPLE ALTERATIONS

For BG Club members and from the day of their registration as such, simple alterations as listed below are without charge on undiscounted articles.

Women's simple alterations

- Shortening of single trouser hems
- Shortening of trouser hems with lapels
- Shortening of trouser hems with lining
- Shortening of trouser hems with slit
- Shortening of wide trouser hems
- Shortening of an original pair of jeans
- Cutting of leather trouser hems
- Shortening of leather trouser hems

Men's simple alterations

- Shortening of single trouser hems
- Shortening of trouser hems with lapels
- Shortening of trouser hems with lining
- Shortening of trouser hems with lapels and lining
- Shortening of an original pair of jeans
- Cutting of leather trouser hems
- Shortening of leather trouser hems

5.2 COMPLEX ALTERATIONS

All other types of alterations are considered as complex alterations. For BG Club members, complex alterations as well as alterations on discounted articles may be without charge according to their status under the BG Club loyalty program, as listed in www.bongenie.ch/en_CH/account/bongenie-club/benefits).

6. RETURNS OF ITEMS

6.1 PRINCIPLE

Returns of goods to Brunschwig are possible under the circumstances provided for by law (re. point 4. hereinabove).

Apart from such cases, Brunschwig grants to its Customers a means to modify their purchases at their mere convenience, under the provisions figuring under points 6.2. to 6.7. here below.

6.2 DISCOUNTED ITEMS

All return conditions figured under points 6.3. to 6.7. hereafter also apply to items sold at discounted prices (at a Bongénie store or online on "outlet.bongenie.ch").

6.3 TERM

Returns of goods are only possible within 14 days from the corresponding date of invoice.

6.4 CONDITIONS

All returns (whether directly at a Bongénie store or delivered by post) are subject to the following conditions which must all be strictly observed

Articles can be handed back directly at one of the Bongénie stores or sent back by registered post.

As a rule, returns by registered post and all related shipping risks are at the Customer's costs. For BG Club members, shipping costs may be without charge according to their status under the BG Club loyalty program.

The invoice document must be produced/enclosed with the shipped goods (except for BG Club Members whose latest purchase history is available to Brunschwig). Failing the corresponding invoice, returns cannot be processed, and the returned articles shall be handed back or sent back by post at Customer's expenses.

Returned articles must be handed back at a Bongénie store or sent back with their original packaging, which will have been kept in an adequate state. The original packaging may not be used as outer wrapping for shipping back

the item. (Bags and shoes should be returned in their boxes, complete with their cloth-bags if any – all of which duly wrapped in outer packaging if returned by post).

All items returned to Brunschwig must be in brand new, unused, and undamaged condition, with all labels still attached in their original place. Lingerie or swimwear articles may only have been tried on over other pieces of clothing. Any existing hygiene protection which they may have come with must also have remained in place.

6.5 EXCEPTIONS TO RETURNS

Perfumery and cosmetics items may not be returned.

Articles which have been altered may not be returned.

BG Club gift cards may not be returned, as they can only be used for purchasing and cannot be refunded.

Items sold by third-party companies operating within our stores must be returned in accordance with their own Terms and Conditions of Sale, which we recommend you refer to when making purchases from their Shop-in-Shop stores within our stores.

The return of items from a Chanel Shop-in-Shop store within one of our stores is subject to Chanel's Terms and Conditions of Sale.

6.6 BRUNSCHWIG'S FREE APPRECIATION

Brunschwig may refuse any returns of goods which at Brunschwig's sole estimate would not be considered as complying with the above-mentioned return criteria.

6.7 EXCHANGE OR REFUND (THROUGH ISSUING A BG CLUB GIFT CARD EXCLUSIVELY)

If in Brunschwig's view the above-mentioned return conditions are met, returned items which had been bought at a Bongénie store can be exchanged (at a Bongénie store) or refunded - according to the Customer's request.

Whatever means of payment had been used by the Customer for his/her purchase, such refund can only occur through the delivery of a BG Club Gift Card credited with the price paid for the returned article.

As to items acquired on Bongénie online shops, please refer to their respective General Terms and Conditions (<https://www.bongenie.ch/> and - <https://outlet.bongenie.ch/>).

7. PROTECTION OF PERSONAL DATA

7.1 OBSERVANCE OF ALL APPLICABLE LEGISLATION

Brunschwig scrupulously complies with the legislation applicable to the protection of personal data, in particular the Data Protection Act (DPA) and the European Data Protection Regulation (RGPD), of the private sphere, as well as the code of conduct for distance selling of the Swiss Mail Order Association (ASVPC).

As far as in-store sales are concerned, transactions require little personal information from customers. The only exception is BG Club cardholders, who are required to provide various details in order to receive BG Club cards (see the conditions of use for this card on the bg-club.ch website).

Brunschwig does not sell its customers' personal information to third parties. It does not communicate any information relating to its customers to third parties, with the sole exception of its subcontractors and/or service providers in the performance of its tasks, including for marketing purposes. In the course of their work, service providers may be required to process or have access to personal data concerning its customers. For each of these

auxiliaries, this communication of information remains solely to the extent strictly necessary for the accomplishment of the task entrusted to it by Brunschwig. These service providers are themselves subject to legislation on the protection of personal data.

In addition, Brunschwig refers to its privacy policy, available under: https://www.bongenie.ch/en_CH/d/privacy-policy regarding the processing of its customers' personal data. However, Brunschwig draws attention to certain points relating to the processing of personal data in point 7.2. In the event of any conflict between these GTC and the Privacy Policy, the Privacy Policy shall prevail.

7.2 INTERNAL PROCEDURES AND RESPECT FOR CONFIDENTIALITY

Within the framework of certain services offered by Bongénie in shop, in particular to take advantage of the alteration service or to reserve an item, the customer must provide Brunschwig with personal information allowing contact to be made for any question relating to the service requested.

Once the service has been completed, the personal data collected by Brunschwig in this context is automatically deleted.

All personal information stored in this way is treated as strictly confidential.

In this context, Brunschwig does not sell its customers' personal data to third parties. It does not pass on any information relating to its customers to third parties, with the sole exception of its subcontractors and/or service providers in the performance of its tasks, including for marketing purposes. In the course of their work, service providers may be required to process or have access to personal data concerning its customers. For each of these auxiliaries, this communication of information remains solely to the extent strictly necessary for the accomplishment of the task entrusted to it by Brunschwig. These service providers are themselves subject to legislation on the protection of personal data.

8. OWNERSHIP RIGHTS

The purchased items remain the property of Brunschwig until payment of the total amount. Failure to pay entails the right for Brunschwig to have the unpaid or partly unpaid goods returned in their original state, and/or to claim for damages.

9. AMENDMENTS TO GTC

Brunschwig reserves the right to modify at any time these General Terms and Conditions of sale. Any amended version comes into effect at the date stated in the present article.

Current version: April 2025

10. GTC ORIGINAL VERSION

The French text of these GTC (available under www.bongenie.ch/fr_ch/d/cgv) shall supersede English and German versions in case of any discrepancy or controversial interpretation.

11. APPLICABLE LAW

These General Terms and Conditions of sale as well as any procedure or transactions in connection with their implementation are governed by Swiss law exclusively.

Brunschwig & Cie SA - Bongénie

For any questions or notifications, please contact the following:

E-mail-address: support(at)bongenie.ch

Phone number: +41(0)58 330 30 00

Bongénie stores

Bongénie Sport
Route de Thonon 50
1222 Vérenaz

Bongénie Genève
Rue du Marché 34
1204 Genève

Bongénie Lausanne
Place St François 10
1003 Lausanne

Bongénie Sierre
Centre commercial Manor
Rue de Plantassage 24
3960 Sierre

Bongénie Chavannes-de-Bogis (Women & Accessories)
Centre commercial Manor
Chemin industriel
1279 Chavannes-de-Bogis

Bongénie Monthey
Centre commercial Manor
Avenue de l'Europe 21
1870 Monthey

Bongénie Bern (Grieder)
Waisenhausplatz 14
3011 Bern

Bongénie Interlaken (Grieder)
Höheweg 7
3800 Interlaken

Bongénie Lucerne (Grieder)
Kapellplatz 1
6004 Luzern

Bongénie Basel (Grieder)
Eisengasse 14
4051 Basel

Bongénie Zurich (Grieder)
Bahnhofstrasse 30
8001 Zurich

Bongénie @Grand Hotel Dolder Zurich (Grieder)
Kurhausstrasse 65

BRUNSCHWIG & CIE S.A.

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8060 Zurich Airport

Bongénie Zurich Airport – Men (Grieder)
Airside Level 2
Postfach
8060 Zurich Airport

Bongénie Zurich Airport – Landside (Grieder)
Airport Shopping Center
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