

Mexico Terms and Conditions of Sale

Please thoroughly read these Terms and Conditions of Sale (these “Terms”) before placing an order via our Website (as defined below). Since these Terms contain important information about your contractual relationship with American Eagle Mexico Retail, S. de RL de CV, please make sure that you understand them.

These Terms are effective as of 11-09-2020

1. About Us.

Hi and welcome to <http://www.aeo.com/mx> (our “Website”), a website owned and operated by American Eagle Mexico Retail, S. de RL de CV (“American Eagle”, “AEO”, “we”, “us”, “our”), which is a part of the American Eagle Outfitters, Inc. group of companies and our affiliates and subsidiaries (collectively, “AEO”, “we”, “us”, or “our”) with its principal business office located at 77 Hot Metal Street, Pittsburgh, PA 15203.

2. About these Terms.

- a. These Terms, together with our [Mexico Privacy Policy](#) and our [Mexico Terms of Use](#), will apply to any contract (each, a “Contract”) between you and AEO in connection with the sale of products available on our Website (“Product” or “Products”).
- b. By using our Website and/or by placing an order you agree to be bound by these Terms. You will be asked to read and agree to these Terms before you place an order for Product(s) from our Website. Please click on the “I Accept” button on the Check-Out Page if you accept these Terms. If you do **not** agree with and accept these Terms, you will **not** be able to order any Product(s) from our Website.
- c. Before placing an order, if you have any queries relating to these Terms, please email MexicoCare@ae.com, our customer service team.
- d. We may change these Terms from time to time without notifying you, for example, to comply with changes in the law, to take account of new ordering or payment processes, or new Product(s) we may offer. Such changes will apply only to any subsequent orders you make on our Website. Every time you wish to order any Product(s), please revisit these Terms to ensure you understand the terms which will apply at such time. In our dealings with you, we work on the assumption that all sales are to private consumers, you are at least eighteen (18) years of age, and you are legally capable of entering into binding contracts.
- e. **YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE SECTIONS CONCERNING YOUR LEGAL RIGHT TO CANCEL (SECTION AND 9) AND LIABILITY TO YOU (SECTION 13).**

3. About our Products.

- a. We have made every effort to display the colours of the Product(s) as accurately as possible. However, as the actual colour you see depends upon your settings and monitor, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the Product(s) you receive.
- b. All sizes and measurements are approximate; however, we do make every effort to ensure they are as accurate as possible. Please refer to the Size Guidelines for further clarification.
- c. Prices, offers and Product(s) are subject to availability and may change at any time prior to your receipt of the Shipping Confirmation (as defined herein).
- d. **THE PLACING OF A PRODUCT ON OUR WEBSITE IS NOT AN INVITATION TO ACCEPT OFFERS FOR PRODUCTS AND IS NOT AN OFFER TO SELL AT THE LISTED PRICE, NOR IS IT BINDING ON US. PLEASE NOTE WE ARE UNDER NO OBLIGATION TO ACCEPT YOUR OFFER. For further information regarding the order placement process, please refer your attention to Section 4.**

4. How to Place an Order.

- a. Ordering from our Website couldn't be easier! Just follow these simple guidelines:
 - i. Find the Product(s) you would like to purchase using the Search box or browsing through our Website.
 - ii. When you are ready to make a purchase, select your size, quantity, colour (if applicable) and click on "add to bag".
 - iii. Continue browsing to add more items to your bag.
 - iv. If you are satisfied with the Product(s) in your bag, then simply click on the bag icon to checkout.
 - I. Please note, you do **not** need to have an account or be registered to shop our Website, but if you do, you'll find that it makes shopping with us easier and faster.
 - II. If you do have an account with AEO (an "**Account**"), your details will be saved securely in [My Account](#) for you to easily review and/or revise.
 - III. Also, information that you submit to [My Account](#) will be handled in accordance with our [Mexico Privacy Policy](#).

- v. Once in the checkout process, please fill in the requested details, including your preferred shipping method, the billing and shipping addresses, your payment information, etc. Also, please double-check that the billing address you provide is the one associated with your selected payment method.
- vi. Before proceeding, please review your order, and, if applicable, enter any promotion code.
- vii. If you are satisfied that the order is correct, please **click**:
 - I. “I Accept” relating to these Mexico Terms and Conditions of Sale;
 - II. “I Accept” relating to our [Mexico Privacy Policy](#); and
 - III. “Order & Obligation to Pay”.
- viii. Once those steps are completed, you will receive an order confirmation number, which we recommend you write down.
 - I. If you have an Account, details of your order will appear in [My Account](#).
 - II. If you do **not** have an Account and desire to save your order details in an Account, you will be given the opportunity to create an account by selecting a password. For additional information regarding creating an Account, please see our [Mexico Terms of Use](#).
- ix. Also, we will send you an order confirmation email (each, an “**Order Confirmation**”) to confirm that we are processing your order. Once you receive your Order Confirmation, we will **not** be able to make any changes to the delivery address you provided.
- x. **A Contract between us will be formed only when we send you a Shipping Confirmation** email. A “**Shipping Confirmation**” is an additional email that we send once your order has been shipped. Such email notifies you of our acceptance of your order and the completion of the Contract between you and AEO.
- xi. If for any reason we cannot provide you with a Product in your order, you will be contacted by email and a refund will be issued for the amount you paid for such Product, including any relevant delivery charges paid if the order contained only that Product.
- xii. If any Product in your order is listed at an incorrect price, due to (for example) an error on our part, we will notify you of the error and refund you for the price you paid for the Product, including any relevant delivery charges paid if the order

contained only that Product. Please note, in this situation, we will **not** ship the Product to you.

5. Return Policy.

Returns of Product(s) shall be in accordance with our [Mexico Return Policy](#). Please note, in addition to our [Mexico Return Policy](#), please see Section 9 (regarding your right to cancel an order) and Section 10 (regarding your right to return a Faulty Product), below.

6. Your Personal Information.

We process your personal information only in accordance with our [Mexico Privacy Policy](#). Please read this document carefully and do not hesitate to contact us at MexicoCare@ae.com with any questions or inquires.

7. Delivery and Title.

- a. Currently, orders from our Website are delivered to Mexico only.
 - i. If you would like to have American Eagle Outfitters products delivered to other locations, please visit the www.ae.com site (the “**US Site**”), which currently ships to over eighty (80) countries.
 - ii. Please note, orders placed pursuant to the US Site are done so pursuant to the [United States Privacy Policy](#) and [United States Terms of Use](#).
- b. We aim to ship Product(s) to you as soon as possible, but we cannot provide an exact delivery date. Instead, we will include an estimated delivery date within your Shipping Confirmation.
- c. Orders placed on our Website are fulfilled within the estimated delivery period set out in your Shipping Confirmation, unless there is an Event Outside of our Control (as defined in Section 14 below). If this occurs, we will contact you with a revised estimated delivery date.
- d. In circumstances where the Product(s) in your order are not delivered within the estimated delivery period provided in your Shipping Confirmation (and we did not contact you with a revised estimated shipping date arising from an Event Outside of our Control), you will be entitled to treat such Contract as having come to an end.
 - i. In such instances, you may return such Product(s) which have been delivered late and receive a full refund, including reasonable shipping return costs which you may incur.

- e. Title of Products will pass to you once we have received payment in full, including all applicable delivery charges. We may withhold Product(s) and/or cancel such Contract between us if payment is not received from you in full, in cleared funds.
- f. If you have any other questions about your order, shipping and/or delivery, please visit our [Help Section](#).

8. Payment.

The price for each Product is set out on our Website. Your Shipping Confirmation will confirm the price(s) payable by you for the selected product(s).

ACCEPTANCE BY US OF ANY PAYMENT MADE BY YOU IN CONNECTION WITH ANY PRODUCTS DOES NOT CONSTITUTE OUR ACCEPTANCE OF YOUR ORDER AND A LEGALLY BINDING CONTRACT IS NOT FORMED UNTIL YOU RECEIVE A SHIPPING CONFIRMATION. AND, WE ARE NOT OBLIGATED TO SUPPLY PRODUCTS TO YOU UNTIL THEN. PLEASE SEE SECTION 4 ABOVE FOR ADDITIONAL INFORMATION REGARDING ACCEPTANCE OF AN ORDER.

9. Your Legal Right to Cancel.

- a. Without any explanation, you have a right to cancel an order or part of an order within fourteen (14) days. Such cancellation period begins when you receive all of the Products within your order, and it ends fourteen (14) days from that date (the “**Cancellation Period**”).
- b. You will be considered to have received your order when Products come into your physical possession or the physical possession of a third party indicated by you.
- c. If you choose to cancel, you must clearly inform us of your decision during the Cancellation Period. To make the process easier, please use the return form included with your order or visit our [online cancellation page](#). You may also cancel your order or part of your order, by contacting Customer Service at MexicoCare@ae.com, 01-800-062-5175, or to American Eagle Outfitters, Inc., 77 Hot Metal St., Pittsburgh, PA 15203, USA, detailing the information requested, or you can take such Product(s) directly one of our American Eagle Mexico stores.
- d. Unless returning cancelled Product(s) to one of our American Eagle stores located in Mexico, you must send such Product(s) back to us pursuant to our [Mexico Return Policy](#). Additionally, you will bear the direct cost of returning the Product(s) to us. We suggest that you obtain proof of postage in relation to any such returns
- e. If we do not receive your cancelled and returned Product(s), we may (at our discretion) arrange to collect it from you at your cost.

- f. You must return all cancelled Product(s) without undue delay; meaning not later than fourteen (14) days from the date on which you communicated to us your cancellation. Such criteria is satisfied if the return shipment is post-marked prior to the expiration of such fourteen (14) day period.

Effects of Cancellation

- g. If you cancel:
 - i. An entire order, any money you have paid, including the cost of standard delivery (for our delivery of the order to you), will be reimbursed to you.
 - ii. A portion of an order, any money you have paid for such item(s) will be reimbursed to you. Additionally, the cost of standard deliver (for our delivery of the order to you) for the entire order will be pro-rata allocated to each item within the order, and you will be reimbursed for the pro-rata amount of standard delivery allocated to the item(s) you have elected to cancel.
- h. Please note, if you elect expedited shipping, those costs will **not** be reimbursed to you.
- i. For cancelation reimbursements, we will make the reimbursement without undue delay, and not later than:
 - i. Fourteen (14) days after we receive your cancelled and returned item(s);
 - ii. Fourteen (14) days after the day you provide evidence that you have returned the purchased goods; or
 - iii. If you cancel before we ship your order, fourteen (14) days after the day on which we are informed about your decision to cancel such order.
- j. We will make the reimbursement using the same means of payment as you used for the initial transaction unless expressly agreed otherwise, and in any event, you will not incur any fees as a result of such reimbursement.
- k. If the cancelled and returned Product(s) is/are unnecessarily handled in any way, we may make a deduction from the reimbursement amount due to the Product's loss in value. You are liable only for any diminished value of such Product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product(s) you received.
- l. Details of your legal right to cancel and an explanation of how to exercise it will also be provided in the Shipping Confirmation.

10. Mistake, Faulty, Damaged or Mis-Described Products.

- a. We are under a legal obligation to ensure that we supply Products which are in conformity with the terms of the Contract between us.
- b. As a consumer, you have legal rights in relation to Products that are faulty, damaged, unfit, not described properly or sent to you by our mistake (each, a “**Faulty Product**”). These legal rights are not affected by the contents of these Terms. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office.
- c. If you receive a Faulty Product, please return them to us by following the procedure set out in our [Mexico Return Policy](#).
- d. Upon our receipt of your returned Faulty Product(s), we will examine it/them to determine any issues or fault. If the Product is found to be incorrect, defective or damaged, we will refund the price of the Product, the shipping charges you have paid to receive such Faulty Product(s), and reasonable shipping charges you have paid to return such Faulty Product(s).
 - i. Please note, if a Faulty Product was sent to you with other Product(s) that you are not returning, we will not refund your initial shipping costs.

11. Refunds.

- a. Refunds will be made in accordance with either paragraphs 4, 9 or 10 above, depending upon your reason for returning the Product(s).
- b. All refunds will be made using the original payment method.
- c. Please note, it can take between five (5) and seven (7) working days for the funds to return to your account, which is dictated by your bank and completely out of our control.

12. Store Information.

Click [here](#) to find an American Eagle store located in Mexico.

13. Our Liability to You.

- a. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are **not** responsible for any loss or damage that is not foreseeable or that is due to your actions or inactions.

- i. Loss or damage is **foreseeable** if it was an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.
- b. We supply Products **only** for domestic and private use. By making a purchase on our Website, you agree **not** to use the Product(s) for any commercial, business or re-sale purposes, and we have **no** liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- c. We do **not** in any way exclude or limit our liability for:
 - i. death or personal injury caused by our negligence;
 - ii. fraud or fraudulent misrepresentation;
 - iii. defective Products under the Federal Consumer Protection Law.

14. Events Outside Our Control.

- a. We will **not** be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.
- b. An “**Event Outside Our Control**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, denial of service or hacker attacks, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- c. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - i. we will contact you as soon as reasonably possible to notify you; and
 - ii. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- d. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. Additional Important Terms and Information.

- a. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- b. You may transfer your rights or your obligations under these Terms to another person **only** if we expressly agree to such transfer in writing.
- c. Each Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- d. Each of the Sections and paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Sections and paragraphs will remain in full force and effect.
- e. If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and does not mean that you do not have to comply with those obligations. If we do waive a default by you, we will do so expressly and only in writing, and that does not mean that we will automatically waive any later default by you.
- f. These Terms are governed by Mexican law. This means a Contract for the purchase of Products through our Website and any dispute or claim arising out of or in connection with it will be governed by Mexican law.

16. Complaints Procedure.

- a. In the event that we fail to meet our high standards of customer service, please do not hesitate to contact us at MexicoCare@ae.com.

Please put your complaint in writing and send it to us by post to American Eagle Outfitters, Inc., 77 Hot Metal Street, Pittsburgh, PA 15203, USA.