

## **TERM S & CONDITIONS**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website ([www.bershka.com](http://www.bershka.com)) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data

Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of formalisation of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may always contact us through one of the communication channels available at our website.

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

### **2. OUR DETAILS**

Sale of goods through this web page is carried out under the trademark "BERSHKA" by "ITX BULGARIA" EOOD, a limited liability company, duly registered under Bulgarian law, UIC (Unified Identification Code) 200772210, with registered address at: Sofia, Lozenets region, 51 Cherni Vrah Blvd., Building 1, Floor 5, with the following email address: [contact\\_bg@bershka.com](mailto:contact_bg@bershka.com), and following telephone number: 8001214425.

### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

### **4. USE OF OUR WEBSITE**

When you use this website and place orders through it, you agree to:

- Use this website to make legally valid enquiries and orders only.
- Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the pertinent authorities.
- Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).  
If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

### **5. SERVICE AVAILABILITY**

The articles offered on this website are available for delivery in Bulgaria only.

If you wish to order products from another EU member state outside of Bulgaria via this website you are of course welcome to do so; however, the ordered products can only be delivered to a BERSHKA shop or a delivery address within Bulgaria.

### **6. SIGNING THE CONTRACT**

To place an order, please follow the online shopping procedure and click "Order with a payment commitment". You will then receive an email confirming receipt of your order

("Order confirmation"). We will notify you by email with confirmation that your order has been sent ("Delivery confirmation"). The Delivery confirmation will be accompanied by an electronic receipt containing the information about your order ("E - receipt").

### **7. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or 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 that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

## **8. 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 always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

## **9. DELIVERY**

Notwithstanding clause 7 above regarding product availability and save for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays or Sundays, or bank holidays. For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you other than the carrier acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

## **10. INABILITY TO DELIVER**

If it is impossible for us to delivery your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day.

If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which we deem this Agreement to have been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on you.

## **11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The product risks shall be your responsibility from the moment of delivery as defined in clause 9 above.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

## **12. PRICE AND PAYMENT**

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Mastercard, American Express and Visa Electron. Moreover, you may pay whole or part of the value of your purchase through a BERSHKA giftcard or voucher, issued by ITX BULGARIA EOOD.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

When you click "Order with obligation to Pay", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

We operate in the local currency and we will not charge any extra fees or surcharges. In case the debited/refunded amounts on your credit card are different to the price displayed at the checkout/the confirmed amount to be refunded, contact your home bank to receive further information about the bank costs related to such transaction.

You expressly authorize us to issue the invoice for payment electronically. This notwithstanding, you may freely indicate at any time your desire to obtain a paper invoice, in which case we will issue it and send it to you in said requested format.

### **13. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers the Canary Islands, Ceuta and Melilla.

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 19 of Directive 2006/112) may apply to goods supplied in certain Member

States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT exempt as provided under article 14 of the above referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

### **14. EXCHANGE/RETURN POLICY**

#### **Legal right to cancellation**

##### **14.1 Right to cancellation**

As a user you have the right to withdraw from the Contract within 14 days without giving a reason.

The withdrawal period expires 14 days after the day on which you or a third party, designated by you and different from the courier, take(s) physical possession of the goods or, in the case of an order with more than one item supplied separately, 14 days after the date on which you or a third party, designated by you and different from the courier, take(s) physical possession of the last item of the same order.

In order to exercise your right to withdraw, you may notify BERSHKA at the address mentioned in clause 2 of these Terms&Conditions, or by telephone on 008001214425 (no additional charges except your operator's tariff). Or by sending an email to [contact\\_bg@bershka.com](mailto:contact_bg@bershka.com) or writing to us using our online contact form about your decision to withdraw from this Contract by means of an unequivocal statement (e. g. a letter sent by conventional mail or email). You may use the standard withdrawal form set out in the Annex, but this is not obligatory.

In order to meet the withdrawal deadline, it is sufficient to send your notification that you wish to exercise your right to withdrawal before expiry of the withdrawal period.

Exchanging or returning a product to the Bershka shop: If there is a Bershka shop in the country where your product was delivered, you can return it in person to the shop itself.

Together with the product, you must fill in and submit the RETURN FORMS you received with the delivery of your goods. The items may only be returned to a Bershka shop which has the same department as that of the product you wish to return.

#### Consequences of withdrawal

If you decide to withdraw from this contract, we will reimburse all payments received from you, including delivery costs to the original delivery place (excluding additional charges that may be incurred if you choose a delivery method different from the cheapest standard delivery method we offer) with no unnecessary delay and in all cases within 14 days of the date on which we are notified of your decision to withdraw from this Contract. The amount will be reimbursed by the same payment method as the one you used for the original transaction. You will not under any circumstances be charged for this reimbursement. Irrespective of the above, we may refuse to reimburse the amount paid until we receive the returned goods or until we receive evidence that you have sent the products back to us, whichever of the aforementioned two cases occurs earlier.

You must send the goods back to Bershka at the address Pol. Ind. Inditex, Ctra. Tordera - Palafolls S/N, KM 0.6.0849.Tordera (Barcelona) Spain, or return them to a BERSHKA shop in Bulgaria without undue delay and in all cases no later than 14 days of the date on which you sent us your notification of withdrawal from this Contract. The final deadline will be considered as met if you send the goods back before expiry of the 14 -day deadline.

You will cover the direct costs of returning the items unless you return the goods to a BERSHKA shop in Bulgaria.

You only bear liability for reduced value of the goods if you do not return the product in the required condition with regard to its nature, characteristics and functioning.

#### 14.2. Agreed right to withdrawal

Apart from the legal right to withdrawal set out in clause 14.1 above, we provide you with a 3 - day period from the date of delivery of the goods in which you may return the products (excluding those listed in clause 14.3 below, for which the right to withdrawal is not valid). If you return the goods within the deadline stipulated in the contract during which the right to withdrawal is in force, but after expiry of the legally stipulated period, we will only reimburse you with the amount paid for the relevant products, which means that the amount for the delivery will not be returned. You are responsible for covering the direct costs of returning the goods if they are not returned to a BERSHKA shop in Bulgaria.

You may exercise your right to a withdrawal in accordance with the provisions of clause 14.1 above, but if you notify us of your intention to withdraw from the Contract after expiry of the legally established cancellation period, you must in all cases return the goods to us within 3 days of the delivery date.

#### 14.3. General provisions

1) EXCEPTION FROM WITHDRAWAL RIGHT: You do not have the right to withdraw from the Contract if it is for the delivery of any of the following products:

- Personalized items
- Musical CDs/DVDs without their original packaging.
- Sealed goods which are unsuitable for return for hygiene reasons and which have been unsealed after delivery.
- For hygiene reasons, tights, socks, earrings, headbands and other hair accessories (hair clips, elastics, scrunchies, etc.) may not be returned or exchanged.

2) PROPER CONDITION OF RETURNED PRODUCTS : Your right to withdraw from the Contract is only applicable for products

returned in the same condition as that in which they were received. Payment will not be reimbursed for products that have been used after they are opened, for products which are not in the same condition as they were on delivery or which have been damaged. Accordingly, please take care of the goods while they are in your possession. Please return the products using or including their original packaging, instructions and other accompanying documents if applicable.

### 3) METHODS OF RETURNS – COST OF RETURNS

Following withdrawal, the items concerned must be returned as follows:

#### a) RETURNS TO ANY BERSHKA STORE

i) You may return a product to any BERSHKA shop in the country in which the product was supplied, provided that the shop has the same department as the one to which the product you wish to return belongs. In this case, you must go to the shop and return the product together with the E-receipt attached to the Delivery confirmation, which is also saved in your profile on our website and in the BERSHKA mobile application. You may submit the E-receipt by showing it in digital format on your mobile device or by printing it out and bringing it to the shop.

ii) COST OF RETURNS AT A STORE: Any return made at a BERSHKA store is always free of charge.

#### b) RETURNS AT A COLLECTION (DROP-OFF) POINT

i) You may return the products at one of the collection points of the associated courier/partner available in Bulgaria. To do this, you should request the return from the "Returns" section of "My Account" on the website and follow the directions provided in there in order to return them at one of the collection points of the associated courier/partner available in Bulgaria. If you have made your purchase as a guest, you should request the return via the Drop-Off method by following the instructions given at the HELP/RETURNS section of our website (<https://www.bershka.com/bg/en/shopping-guide.html?section=orders-returns>). In any case you may always contact us through one of the communication channels available at our website. You must return the item in the same package that you received it.

In the event that you wish to return items from different orders, please keep in mind that you have to make as many returns as the number of the orders, namely you cannot return items from different orders with one single return.

ii) COST OF RETURN VIA THE DROP-OFF METHOD: Should you choose the DROP-OFF method for returning a product from an order, you will be charged with the cost mentioned each time in "HELP/RETURNS" section of our website (<https://www.bershka.com/bg/en/shopping-guide.html?section=orders-returns>). This cost will be deducted from the refunded value of the returned product. If no cost is mentioned in that section this means the drop-off method is free of charge.

#### c) RETURNS BY HOME COLLECTION:

i) You may return the products via the HOME COLLECTION method, in which case we will send a courier to pick up your package at the address of your choice. To do this, you should request the return from the "Returns" section of "My Account" on the website, following the rest of the instructions mentioned in there. If you have made your purchase as a guest, then you should request the return via the HOME COLLECTION option by following the instructions given at the HELP/RETURNS section of our website. In any case you may always contact us through one of the communication channels available at our website. You must return the item in the same package that you received it.

In the event that you wish to return items from different orders, please keep in mind that you have to make as many returns as the number of the orders, namely you cannot return items from different orders with one single return.

ii) COST OF RETURN BY HOME COLLECTION: Should you choose the HOME COLLECTION method for returning a product from an order, you will be charged with the cost mentioned each time in "HELP/RETURNS" section of our website (<https://www.bershka.com/bg/en/shopping-guide.html?section=orders-returns>). This cost will be deducted from the refunded value of the returned product.

4) PROCEDURE FOLLOWING A RETURN: After we have examined the item, we will inform you whether you are entitled to reimbursement of the amounts paid. Delivery costs will only be reimbursed when the right of withdrawal is exercised within the legally prescribed deadline and all goods in the corresponding consignment are returned. The amounts will be reimbursed as soon as possible and in all cases within 14 days as of the date on which you notified us of your intention to cancel the contract. Irrespective of the above, we may refuse to reimburse the amount paid until we receive the returned goods or until we receive evidence that you have sent the products back to us, whichever of the aforementioned two cases occurs earlier. The amounts will always be reimbursed by the same payment method as the one you used to pay for your purchase.

You must cover the costs and risks of returning the products as mentioned above.

In any case you may always contact us through one of the communication channels available at our website.

#### 14.4. Returning defective goods

If you consider that at the time of delivery the product does not correspond to what is specified in the Contract, you may always contact us through one of the communication channels available at our website, providing information about the product and the defects found; you may also telephone us on 008001214425 (no additional charges except your operator's tariff), where we will let you know what you need to do.

You may return the product to any BERSHKA shop in Bulgaria together with the E -receipt, which you may show to us in digital format on your mobile device or as a printout.

We will carefully examine the returned product and will notify you by email within a reasonable period of time whether you are entitled to reimbursement of the amounts paid or to exchange the goods (depending on the case in point). The amounts will be reimbursed or the item exchanged as soon as possible and in all cases within 14 days of the date on which we send you an email confirming that your amounts will be reimbursed or the product will be exchanged.

We will reimburse in full all amounts paid for products returned due to genuine damages or defects, including delivery costs related to the receipt and subsequent return of the goods to us. The amounts will be reimbursed by the same payment method as the one you used to pay for your purchase.

In all cases you will be guaranteed all rights stipulated in the legislation currently in force.

#### 14.5. Right of withdrawal and return for orders from abroad

If you have ordered products from outside Bulgaria from another EU member state via this website the above clauses 14.1, 14.2, and 14.3 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Bulgaria. At the same time we would like to inform you that we are under no circumstances (with exception of clause 14.4 to which this clause 14.5 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Bulgaria.

## 15. LIABILITY AND WAIVING LIABILITY

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

- In case of death or personal harm caused by our negligence;
- In case of fraud or fraudulent deceit; or
- In any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- loss of income or sales;
- loss of business;
- loss of profits or contracts
- loss of forecast savings;
- loss of data; and
- loss of management or office hours.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same, except those legally established. We are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they:

- comply with the description given by us and possess the qualities that we have presented in this website, are fit for the purposes for which goods of the kind are normally used and show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favor of consumers. The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics, such as variations in grain, texture, knots and color, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product

Your rights in connection with lack of conformity with the Contract are laid out in Article 112-115 of the Bulgarian Consumer Protection Act:

Art. 112.

- In the case of a lack of conformity of the consumer goods with the contract of sale, the consumer shall be entitled to address a complaint, requesting the seller to bring the goods into conformity with the contract of sale. In such case, the consumer may choose either repair or replacement of the goods by new goods, unless this is impossible or the remedy chosen by the consumer is disproportionate in comparison with the other remedy.
- A remedy shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable, taking into account:
  - the value that the consumer goods would have if there were no lack of conformity;
  - the significance of the lack of conformity; whether an alternative remedy could be offered to the consumer without significant inconvenience thereto.
 Art. 113.
- (New, SG No. 18/2011) Where the consumer goods are not in conformity with the contract of sale, the seller shall be obligated to bring the said goods in conformity with the contract of sale.
- (Renumbered from Paragraph (1), SG No. 18/2011) Consumer goods shall be brought into conformity with the contract of sale within one month after the date on which the complaint was addressed by the consumer.
- (Renumbered from Paragraph (2), SG No. 18/2011) Upon expiry of the time limit referred to in Paragraph (2), the consumer shall be entitled to have the contract of sale rescinded and to reimbursement of the sums paid or to have a reduction made in the price of the consumer goods according to Article 114 herein.
- (Renumbered from Paragraph (3), SG No. 18/2011) The consumer goods shall be brought into conformity with the contract of sale free of charge for the consumer. The consumer shall not be liable for any costs incurred for the dispatch of the consumer goods or any costs of material labor costs associated with the re pair of the goods, and must not sustain significant inconvenience.
- (Renumbered from Paragraph (4), SG No. 18/2011) The consumer may furthermore seek compensation for damage resulting from the lack of conformity.  
Art. 114.
- In the case of a lack of conformity of the consumer goods with the contract of sale and where the consumer is not satisfied with the settlement of the complaint under Article 113 herein, the consumer shall be entitled to choose between one of the following options:
  - rescission of the contract and reimbursement of the sum paid thereby;
  - reduction of the price.
- The consumer shall not be entitled to claim reimbursement of the sum paid or reduction of the price of the goods where the trader agrees to a replacement of the consumer goods with new ones or to repair the consumer goods within one month after the complaint was addressed by the consumer.
- (New, SG No. 61/2014, in effect since 25 July 2014) The trader is obligated to satisfy a request for rescission of the contract and to reimburse the sum paid by the consumer, where after satisfying three complaints of the consumer by performing repairs goods within the warranty term under Article 115 there is yet again lack of conformity of the goods with the contract of sale.
- (Renumbered from Paragraph (3), SG No. 61/2014, in effect since 25 July 2014) The consumer shall not be entitled to claim rescission of the contract if the lack of conformity of the consumer goods with the contract is minor.  
Art. 115.
- The consumer may exercise the right thereof under this Section within two years as from the time of delivery of the consumer goods.
- The period referred to in Paragraph (1) shall be interrupted during the time needed to repair or replace the consumer goods or to reach a settlement of the dispute between the seller and the consumer.
- The exercise of the right of the consumer under Paragraph (1) shall not be subject to any period of limitation for the bringing of action for compensation other than the period referred to in Paragraph (1).  
Regardless of the commercial warranty the seller shall be liable for the lack of conformity of the consumer goods with the contract of sale in accordance with art. 112 -115 of the Consumer Protection Act.

The provisions in this clause shall not affect your rights as a consumer nor your right to cancel the Contract.

## 16. INTELLECTUAL PROPERTY

You recognize 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 use said material only to the extent that we or the usage licensors authorize it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

## 17. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

## **18. LINKS FROM OUR WEBSITE**

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

## **19. WRITTEN COMMUNICATIONS**

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognized by law.

## **20. NOTIFICATIONS**

The notifications that you send us must be sent preferably through one of the communication channels available at our website. Pursuant to the provisions in clause 20 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 2 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

## **21. TRANSFER OF RIGHTS AND OBLIGATIONS**

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

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

## **22. EVENTS OUTSIDE 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 ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- Strike, lockout or other forms of protest.
- Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
- Inability to use public or private telecommunication systems.
- Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure



remains in effect, and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

### **23. WAIVING RIGHTS**

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 said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

### **24. PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

### **25. ENTIRE AGREEMENT**

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves 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 said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

### **26. OUR RIGHT TO MODIFY THESE CONDITIONS**

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

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

### **27. APPLICABLE LEGISLATION AND JURISDICTION**

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

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Bulgarian courts.

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

### **28. OUT-OF-COURT SETTLEMENT**

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address: "contact\_bg@bershka.com" in order of an out-of-court settlement.

In this regard, if the purchase between you and us has been concluded online through our website, we in line with EU Regulation No. 524/2013 hereby inform you that you are entitled to seek to settle with us the consumer dispute out-of-court through the platform for the online dispute resolution accessible through the Internet address

<http://ec.europa.eu/consumers/odr/> .

## 29. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Last updated: 1-7-2023

### WITHDRAWAL FORM

(only fill in and send this form if you wish to withdraw from the contract)

For the attention of ITX BULGARIA EOOD, at the address: Sofia, Lozenets region, 51 Cherni Vrah Blvd., Building 1, Floor 5

I hereby give notice that I withdraw from my contract of sale for the following goods:

Ordered/received on (\*)

Consumer's name:

Consumer's address:

Consumer's signature (only if form is submitted on paper)

Date

(\*) Delete as necessary