

TERMS & CONDITIONS

1. INTRODUCTION

These are the terms and conditions governing the use of this website (www.bershka.com) and the agreement that operates between us and you (hereinafter, "the Terms"). These Terms set out the rights and obligations of all users (hereinafter, "You" / "your") and those of Bershka (hereinafter, "us" / "our" / "we" / "the Vendor") in relation to the goods/services offered by us through this website or any of the other websites to which we may link (hereinafter, collectively known as the "Bershka Services"). Before You click on the "pay and process your order" button at the end of the ordering process, please carefully read these Terms and our Privacy Policy. By using this website or placing an order through it, You are consenting to be bound by these Terms and our Privacy Statement. If You do not agree to all of the Terms and the Privacy Statement, do not place an order.

These Terms may be subject to amendments, so You should carefully read them prior to placing any order.

If You have any questions about the Terms or the Privacy Policy, You may access our web site or contact us through our contact web form, likewise our customer service by calling our free phone number 0800 838 020.

Sale of items through this website is carried out by BERSHKA Suisse Sàrl, a Swiss company with registered address at 6, Rue Louis-d'Affry, 1700 Fribourg, Switzerland, registered with the Companies Registry of Fribourg with VAT number CHE-109.678.798 VAT.

2. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both You and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order, You unreservedly accept these Terms, having read them. You agree that:

- You may only use the website to make legitimate enquiries or orders.
- You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
- You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact You in the event that this should prove necessary (see our Privacy Policy).
- If You do not give us all of the information that we need, we may not be able to complete your order.

By placing an order through the website, You warrant that You are at least 18 years old and are legally capable of entering into binding contracts.

3. SERVICE AVAILABILITY

The items we offer on this website are only available in Switzerland.

4. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the details contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any products shall exist between You and us until your order has been accepted by us. If we do not accept your offer and funds have already been deducted from your account, these will be fully refunded.

To place an order, You will be required to follow the shopping process online and press the "pay and process your order" button to submit the order. After this, You will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please

note that this does not mean that your order has been accepted, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to You by sending You an e-mail that confirms that the product has been dispatched (the "Shipment Confirmation"). The contract for the purchase of a product between us (the "Contract") will only be formed when we send You the Shipment Confirmation.

The Contract will relate only to those products whose dispatch we have confirmed in the Shipment Confirmation. We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

5. AVAILABILITY OF PRODUCTS

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give You information about substitute products of an equal or higher quality and value which You can order. If You do not wish to order such substitute products, we will refund any monies that You might have paid.

6. REFUSAL OF ORDER

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent You an Order Confirmation, which we reserve the right to do at any time, at our sole discretion.

We will not be liable to You or any other third party by reason of our withdrawing any product from this website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent You the Order Confirmation.

7. YOUR RIGHTS OF WITHDRAWAL

You may cancel a Contract without giving any reason at any time within ONE MONTH as of the confirmation of the dispatch of your order. In this case, You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 15). The return of a gift card shall be governed by the Use Conditions of the Gift Card (the "Gift Card Conditions").

Your right to cancel a Contract only applies to products that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings, where possible in the original boxes. Tags, labels and hygienic protectors (swimwear collection) cannot be removed or manipulated. Any product which is damaged or not in the same condition as You received it or which is worn simply beyond opening the product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession.

You will not have any right to cancel a Contract for the supply of any of the following products:

- Customized items
 - Music CDs/DVDs; whose original wrapping has been removed.
 - For hygiene, tights, socks, earrings, hair bands and hair accessories.
- Please take good and reasonable care of the products whilst in your possession, and where possible, original boxes, instructions/documents and wrappings should be retained and used for the return of the products.

Further details of this contractual right and an explanation on how to exercise it are set out in clause 15 of these Terms.

This provision does not affect your statutory rights.

8. DELIVERY

Subject to availability, (see Clause 5 above), and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Order Confirmation by the delivery date set out in the Order Confirmation or, if no estimated delivery date is specified, within 15 days of the date of the Order confirmation.

Reasons for delay could include:

- Customization of products;
- Specialized items;
- Unforeseen circumstances; or
- Delivery area;

If for any reason whatsoever, we cannot meet the delivery date, You will be kept informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

Please note however, that we do not deliver on Saturdays or Sundays except in the case of the virtual gift card which will be delivered on the date indicated by you.

For the purpose of these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to "have been delivered" upon signing for receipt of the products at the agreed delivery address although the virtual gift card shall be deemed to be delivered in accordance with the Gift Card Conditions, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

9. UNABLE TO DELIVER

If we are unable to deliver the goods after two attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining where your parcel is and how You can rearrange delivery. If You are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another mutually convenient day.

This clause shall not apply to the virtual gift card for which the delivery shall be governed by the Gift Card Conditions and the above clause 8.

10. RISK AND TITLE

The Products will be at your risk from the time of delivery.

Ownership of the products will only pass to You when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in clause 8 above), whichever is the later.

11. PRICE AND PAYMENT

1. General

While we take care to ensure that all prices quoted on our website are accurate, errors may occur. If we discover an error in the price of any product(s) You have ordered, we will inform You as soon as possible and give You the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact You, the order will be treated as cancelled and if You have already paid for the product(s) You will receive a full refund.

We are under no obligation to sell the product(s) to You at the incorrect (lower) price (even after we have sent You an Order Confirmation) if the pricing error is an obvious typographical or arithmetical inaccuracy and could have reasonably been recognized by You as such.

The prices displayed on our website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopguide.

We reserve the right to decline orders for bulk or high value purchases and to change price and availability information without notice. Other than as set above, changes will not affect orders in respect of which we have already sent an Order Confirmation.

Once You have finished shopping, all the items You wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

- Click on the “Shopping basket” button at the top of the page.
 - Click on the “See shopping cart” button.
 - Click on the “Place order” button
 - Fill-in or check your contact details, the details of your order, the delivery address and the invoicing address.
 - Fill in your credit card details.
 - Click “pay and process your order”
- Payment can be made by Visa, MasterCard, PayPal and American Express ('Card(s)'). Similarly, you can pay all or part of the price of your order with a gift card or a credit voucher card for Switzerland issued by Bershka Suisse Sàrl .

We use COMODO to ensure payment is made safely and your Card details will be encrypted to minimize the possibility of unauthorized access or disclosure. Authority for payment must be given at the time the order is made. By clicking “Authorize payment” you are confirming that the card is yours. The amount authorized by you will not be taken until your order is dispatched for delivery. If payment is made via PayPal the amount will be charged upon confirmation of your order.

Cards are subject to validation checks and authorization by your Card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

2. Ordering through electronic devices in store, and making payment for those purchases
If you are placing your order through one of the electronic devices that are available at certain Bershka stores in Switzerland for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorize Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by Visa, Mastercard, or American Express card, and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores.

12. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

13. FAST CHECKOUT

Using the quick purchase tool (hereinafter, "Quick Purchase"), you will be able to make your purchases on our website more easily, without having to enter delivery, invoicing and payment details for each purchase. The Quick Purchase option will be available in the Shopping Basket

section. To use Quick Purchase, you must save your card details. You can do so when you pay with any of the cards accepted on this website by checking the "One click shopping" option. This implies storing the following details for your card: Card number, card holder as it appears written thereon and card expiry date. You must accept the current Conditions and Privacy Policy in order to save your card details and use the Quick Purchase option. When you accept use of the Quick Purchase option, you are authorising the purchases to be charged to the card entered on this tool. Card usage will, in any event, be governed by the conditions subscribed between yourself and your card issuer. You can save the details of as many cards as you like in the Quick Purchase tool, but to do so you must make at least one payment with each one. If you wish to save the details of more than one card, the details of the card most recently saved will be considered your "Favourite Card", to which your purchases made using Quick Purchase will be charged by default. You can, however, modify your Favourite Card in the "My Account" section on this website.

To use Quick Purchase, simply click on the "One click shopping" button that will appear in the Shopping Basket. The delivery, invoicing and payment details for your purchase will come up immediately onto the screen. The information shown on this screen cannot be edited, therefore if there is a mistake, you must not complete the purchase. Do not use Quick Purchase if you want to make purchases using other details. You can modify your Favourite Card associated with the Quick Purchase option by going to the "My Account" section of this website.

The provisions of this clause shall not apply if you buy goods as a guest.

14. 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).

15. EXCHANGES/RETURNS POLICY

15.1 Contractually right of withdrawal:

In order to make use of your right of withdrawal, you must inform us BERSHKA, at the following address: Carretera Tordera-Palafolls s/n, 08490 Tordera (Barcelona), Spain, by calling us on 0800 838 020 or by using our contact form, of your decision to withdraw from this Contract by means of an unequivocal statement (such as a letter send by e-mail or by post). You may use the standard withdrawal form included as an appendix to these Terms and Conditions, although this is not compulsory.

You have up to 14 working days after You have received your delivery, to cancel your order other than in respect of goods made to your specification or are clearly personalized.

General policy:

If you wish to return a product(s) within the period specified in Clause 7 above, you can make a return to us at any of the Bershka stores in Switzerland or by Courier arranged by us. Neither option will entail any additional cost to. You should send the product in the return bag provided with the original package by following the directions on the "RETURNS" section of our website.

You will be responsible for the cost of returning the product to us where You are not able to do so via one of the aforementioned free options offered. In this case, if You return the goods to us at our expense, we will be entitled to charge You for the direct cost we incur as a result.

If You have any doubts You can contact us through our web form or at the telephone number 0800 838 020.

15.2 Product exchange or return

- o (1) Returns in-store at Bershka:
 - (i) General

You may return any item at any Bershka store located in the country where your product was delivered that have the same section of the articles that you would like to return. In such case, You should go to such store and present, as well as the item, the e-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website, and on the Bershka mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket.

(ii) Items ordered through electronic devices in store, paid for at the till

Please note that in respect of orders that were originally placed through an electronic device in a Bershka store in Switzerland and that were paid for at the till of that store, returns can only take place in any Bershka store in Switzerland and not via method (2) below, or any other method.

- (2) Returns by Courier: We can arrange for a courier to collect the item that you wish to return. In order to do this, please request this via the "My Account / Returns" section of this website, to arrange for the item to be collected at your home. You must send the item in the same package that you received it, and follow the directions on the "Returns" section of this website. If you have bought any items as a guest, you may request returns by courier by following the link to the returns process that was contained in both the Order Confirmation and Shipment Confirmation emails.

You should send the item in the same package as it was received, and follow the directions on the "RETURNS" section of this website. Where possible, please use or include with the product being returned all original boxes, instructions/documents and wrappings.

We will process your refund as soon as possible (and in any case, within 30 days of giving us notice of cancellation). We will refund any money received from You using the same method used to make payment.

You should be aware that You are under an obligation to take reasonable care of the product(s) whilst they are in your possession. This means including all of the product(s) instructions, documents and wrappings when returning the product(s) and returning the product(s) in the same condition as received. Failure to exercise such reasonable care may, depending on the circumstances, give rise to a right of action against You for breach of your duty.

Exchange is limited to exchange for the same product, of a different size or color.

15.3 Return of defective products

In circumstances where You consider that the product does not conform to the Contract at the time of delivery, You should promptly contact us via our web form with details of the product and its damage. Alternatively, You can contact us by telephone at 0800 838 020 where You will receive instructions from us. You may also return the product to us in any Bershka store located in your country of residence or by using a Courier arranged by us. We are entitled to ask for proof of purchase, which could be a copy of the e-ticket attached to the Shipping Confirmation.

Upon receipt of the product, we will fully examine it and notify You of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 30 days of the day we confirmed to You via e-mail that You are entitled to a refund or replacement.

Defective products will be refunded in full, including a refund of the delivery charges and any reasonable costs incurred by You in returning the item. We will always refund any money using the method used to make payment.

THE PROVISIONS SET OUT IN THIS CLAUSE DOES NOT AFFECT YOUR STATUTORY RIGHTS UNDER THE REGULATIONS IN FORCE.

16. LIABILITY AND DISCLAIMERS

Our liability in connection with any product purchased through our web site is strictly limited to the purchase price of that product.

Nothing in these Terms shall exclude or limit in any way our liability:

- For death or personal injury caused by our negligence;
- For fraud or fraudulent misrepresentation; o
- For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limitation) for any:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data; and
- loss of management or office time.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

Nothing in this Clause will affect your statutory rights as a consumer, or your contractual cancellation rights.

17. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent You using this website to the extent necessary to make a copy of any order or Contract details.

18. WRITTEN COMMUNICATIONS

When using our site, You accept that communication with us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on our website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that we provide to You electronically, comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

19. NOTICES

All notices given by You to us should be given to us via our web form. Subject to and as otherwise specified in clause 18 above, we may give notice to You at either the e-mail or postal address You provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between You and us is binding on You and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to You, whether express or implied.

21. EVENTS OUTSIDE OUR CONTROL

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 events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action.
- 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.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.
- Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

22. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

23. SEVERABILITY

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

24. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

25. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between You and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

Both You and us acknowledge that, in entering into this Contract, neither You nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms.

Neither You nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

26. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time.

You will be subject to the policies and Terms in force at the time that You order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You).

27. LAW AND JURISDICTION

The use of our website and the contracts for the purchase of products through such website will be governed by Swiss law. Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Swiss courts. If you are contracting as a consumer, nothing in this clause will affect your statutory rights as such as recognized in currently applicable legislations.

28. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.

Last update: 31 May 2018

ANNEX

Model withdrawal form

Complete and return this form only if you wish to withdrawal from the contract

To BERSHKA Suisse Sàrl, a Swiss company with registered address at 6, Rue Louis-d'Affry, 1700 Fribourg, Switzerland, or by email to:

contact@bershka.com.

I hereby give notice that I withdraw from my contract of sale of the following goods (Details marked with * mandatory):

Ordered on/received on (*):

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date:

(*) Delete as appropriate