

## TERMS AND CONDITIONS OF USE AND PURCHASE

[WWW.BERSHKA.COM/CO](http://WWW.BERSHKA.COM/CO)

### 1. INTRODUCTION

This document (together with all documents mentioned herein) establishes the terms and conditions that govern the use of this website ([www.bershka.com/co](http://www.bershka.com/co)) and the purchase of products on it (hereinafter, the “Terms and Conditions”), whatever the application, digital medium, format or device through which it is accessed. Please carefully read these Terms and Conditions, our Privacy and Cookies Policy (“Privacy and Cookies Policy”) and the Personal Data Processing Policy (together, the “Personal Data Protection Policies”) before using this website. By using this website or placing an order through it, you consent to being bound by these Terms and Conditions and by our Personal Data Protection Policies. Therefore, if you do not agree with all of the Terms and Conditions or with the Personal Data Protection Policies, you should not use this website.

These Terms and Conditions may be amended. It is your responsibility to read them every time you make a purchase through the website, as the terms and conditions that are valid when each Contract is entered into, at the time when the website is used, are the ones that apply.

If you have any questions relating to the Terms and Conditions or Personal Data Protection Policies, you can contact us through our contact channels.

The contract may be entered into, should you so wish, in any of the languages in which these Terms and Conditions are available on this website.

### 2. OUR DETAILS

The sale of articles through this website is carried out under the name Bershka by Iberomoda S.A.S., a company duly incorporated under the laws of the Republic of Colombia, with tax ID number 900.207.065-3, telephone number (+57) 667 22 00, whose legal notification address is Bodega Guadalete Vereda Fusca Autopista Norte Kilometer 21 Chía, Cundinamarca, Colombia, and whose email address is [notificaciones@texmoda.com.co](mailto:notificaciones@texmoda.com.co).

The customer service email address is [contact\\_co@bershka.com.co](mailto:contact_co@bershka.com.co)

Iberomoda S.A.S. is the entity authorised by ITX Merken, B.V., whose address is Nieuwezijds Voorburgwal 307, 1012, Amsterdam, the Netherlands, to provide, distribute and sell products through this website.

### 3. YOUR DETAILS AND VISITING THIS WEBSITE

The information or personal data you provide to us about yourself will be processed in accordance with the Privacy and Cookies Policy and the Personal Data Processing Policy. By using this website, you consent to the processing, storage, transmission and/or national and international transfer of said information and data and declare that all information or data that you provide to us is true and accurate.

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

By using this website and placing orders through it, you agree to:

- i. Only use the website to make legitimate enquiries or orders.
- ii. Not make any false or fraudulent orders. If it could reasonably be considered that such an order was made, we will be entitled to cancel the order and inform the relevant authorities.
- iii. Provide us with your email address, postal address and/or other contact details in a true and accurate manner. Furthermore, you consent to us using said information to contact you if necessary (see our Personal Data Protection Policies).

If you do not provide all the information that we need, we will not be able to process your order.

By placing an order through this website, you declare that you are over 18 years old and have the legal capacity to enter into contracts in the Republic of Colombia. Minors may not make purchases through the website.

#### **5. SERVICE AVAILABILITY**

The articles offered for sale on this website are only available for delivery and payment within Colombia. However, we are unable to comprehensively cover all of Colombian territory and therefore do not offer delivery and/or collection in certain areas or zones of Colombia for marketing reasons or due to difficulties with access, communication or similar.

As such, we are unable to ship orders to Amazonas, Guainía, Guaviare, Vaupés, Vichada, San Andrés, Providencia and Santa Catalina.

#### **6. HOW TO PLACE AN ORDER**

To place an order, you must follow the online purchasing process and click on the “Authorize payment” button. You will then receive an email acknowledging receipt of your order (the “Order Confirmation”). We will email you again when the product is being sent (the “Shipping Confirmation”).

#### **7. TECHNICAL MEASURES FOR CORRECTING ERRORS**

In the event that you detect an error when entering your personal details during user registration on the website, you may modify said information in the “My Account” section.

In any case, you can correct mistakes related to the personal data provided during the purchasing process by using the customer service chat feature available on the website or by emailing [contact\\_co@bershka.com](mailto:contact_co@bershka.com), as well as by exercising the right to rectification stipulated in our Personal Data Protection Policies.

The website displays confirmation windows at various stages of the purchasing process that do not allow you to proceed with the order if the details for these sections have not been entered correctly. Similarly, the website provides information for all articles added to the basket during the purchase process so that, before payment, you may modify or change the

details of your order.

If you notice an error in your order after finalizing the payment process, you should immediately contact our customer service team through the chat feature available on our website or by emailing [contact\\_co@bershka.com](mailto:contact_co@bershka.com) in order to correct the error.

## **8. PRODUCT AVAILABILITY**

All orders are subject to product availability. In the event of issues regarding stock supply or if products are no longer in stock, we will refund you the amount that you have paid.

## **9. DELIVERY**

Unless a situation arises from the personalization of products, or unless unforeseen or extraordinary circumstances arise, we will send the order consisting of the product(s) relating to each Shipping Confirmation within the timeframe indicated on the website using the chosen delivery method and, in any case, within 30 days from the Order Confirmation date.

We will tell you the delivery cost at the checkout. Possible delivery options:

Collection at a Bershka store - FREE: The customer may collect their article from any store located in the country. The person who collects the order must show identification. If the person who collects the product from the store is not the person who made the purchase (the customer is solely responsible for the management and security of their account on [bershka.com/co](https://bershka.com/co)), they must show their identification and the email with the order number or QR code.

Home delivery: you may request for the article to be delivered to your home, providing your delivery address details.

If, for some reason, we are not able to deliver by the delivery date, we will notify you of the situation and provide you with the option to proceed with the purchase, thus establishing a new delivery date, or to cancel the order with a full refund of the amount paid. Please note that we do not carry out home deliveries on Sundays or holidays.

For the purposes of these Terms and Conditions, "delivery" will be understood to have taken place, and the order to have been "delivered", at the moment at which you, or a third party designated by you, physically acquires the products; this will be confirmed when receipt of the order is signed for at the agreed delivery address.

## **10. INABILITY TO DELIVER**

If it is not possible to deliver your order after three (3) attempts, we will return your order to a location determined by us. We will also leave you a note telling you where your order is and how to arrange a new delivery attempt. If you are not going to be at the delivery location at the agreed time, please contact us to arrange delivery for another day or time.

If 10 days has passed since your order was available for delivery, and the order has not been delivered due to a reason that was not our fault, we will assume that you wish to end the

contract and will consider it to be terminated. As a result of the termination of the contract, we will refund any payments received from you, including delivery costs (with the exception of additional costs resulting from your selection of a delivery method other than the least expensive standard delivery method we offer) without any undue delay and, in any case, within a maximum of 30 days from the date on which we deemed the contract to be terminated. Please bear in mind that transport resulting from the termination of the contract may incur an additional cost which we will be authorized to recover from you.

## **11. OWNERSHIP AND RISK**

The articles will be your responsibility from the time of the delivery.

You will acquire ownership of the articles when we receive the full payment of all sums due relating to them, including delivery costs, and you will be responsible for the goods from the moment of delivery (according to the definition contained in clause 9), if this were to take place at a later time.

## **12. PRICES AND PAYMENT**

The prices on the website include VAT, but exclude delivery costs, which will be added to the total amount due as set forth in our Shopping Guide - Delivery.

Prices may change at any time, but (unless stated previously) any changes will not affect orders for which we have sent an Order Confirmation.

Once you have selected all the articles you wish to purchase, and these have been added to your basket, the next step is to process the order and pay. To do so, you must follow the purchase process steps by filling in or verifying the information requested at each step. Additionally, during the purchase process and before payment, you may modify or change the details of your order. A detailed description of the purchase process is available in the Shopping Guide. Furthermore, once you are a registered user, you can find details of all orders made in the My Account section.

You may use Visa, Mastercard, American Express, and PSE cards as a means of payment. Additionally, you may acquire products, either in full or in part of the purchase price, using a Voucher Card issued by Bershka Colombia, which is operated by the company IBEROMODA S.A.S.

Transactions are understood to be between residents of Colombia, that is, only PSE payment methods linked to accounts held in Colombia with financial bodies governed by the Superintendencia Financiera are allowed. For this reason, it is not permitted to pay for orders using foreign credit or debit cards or with money originating from foreign accounts. It is only permitted to pay for orders using payment methods that are supported by Colombian bank accounts.

In the event that a customer makes a payment using a credit or debit card linked to a foreign account, or intends to credit the purchase into a foreign account, if the customer requests a refund, they must assume all costs relating to the refund of the money into the foreign account.

By clicking "Authorize Payment", you are confirming that the credit card is yours and that you accept these Terms and Conditions.

To minimize the risk of unauthorized access, your credit card details will be encrypted. Credit cards are subject to validation checks and authorizations by the card issuer; if your card issuer does not authorize the payment, we will not be liable for any delay or failure to deliver and we will not be able to enter into a contract with you.

#### **12.1 PAYMENT VIA IPOD**

You may use any of the above payment methods in our stores, in addition to the following methods: cash, voucher card, gift card, and electronic Sodexo pass card.

#### **13. VALUE-ADDED TAX (VAT) AND BILLING**

In accordance with Colombian law, the sale of goods in Colombia is considered a taxable activity for the purposes of VAT. Therefore, orders placed will be subject to the general VAT rate that is applicable at the time of purchase and the purchase will be governed by Colombian tax laws.

#### **14. RETURNS POLICY**

##### **14.1 Right of withdrawal**

In accordance with the provisions of Article 47 of the Consumer Statute, the right of withdrawal is deemed to be agreed upon. The right of withdrawal grants the consumer the option of terminating the contract within a maximum of five (5) working days from the date of delivery of the order. The consumer must return the article in the same way and in the same conditions in which they received it. Transport and other costs incurred in returning the article will be covered by the consumer. Once the article has been returned, in the same condition in which it was delivered, the money will be returned within thirty (30) calendar days.

The transportation costs associated with the return of the product shall be covered by the consumer. Once the product has been returned in the same condition as it was delivered, a refund will be issued within the following thirty (30) calendar days.

Goods made to the consumer's specifications, personalized goods and goods for personal use (such as underwear, swimwear, etc.) are exempt from the right of withdrawal.

The consumer must return the article, unless it has been used, with all internal and external labels and in the packaging in which they received it. **Goods that do not comply with these requirements cannot be accepted for return.**

In order to exercise your right of withdrawal, you must notify Bershka in writing either via the chat feature available on the website or by emailing [contact\\_co@bershka.com](mailto:contact_co@bershka.com), with an unequivocal declaration of your decision to withdraw from the contract. You may use the cancellation form template included as an Annex to these Terms and Conditions, though its use is not compulsory. To meet the deadline for the right of withdrawal, it is sufficient for the notification stating that you wish to exercise this right to be sent before the end of the

relevant deadline.

#### 14.2. Payment Reversal

In compliance with article 51 of Law 1480 of 2011, taking into account that the purchase made through this website is a distance or virtual sale, when a credit card, debit card or any other electronic payment instrument has been used to make the purchase, the company guarantees that the payments requested by the consumer can be reversed when it is a subject of fraud, corresponds to an unsolicited operation, the purchased product has not been received or the amount of the purchase has been improperly charged; provided that the consumer informs the company within 5 business days following the news of the fraudulent operation, the delivery of the product or the date in which it should have been received.

We will be able to attend to the request through our service channels, for which it is necessary to inform: the cause that supports the request, the value for which it is requested, the reversal and the identification of the payment instrument to which the reversal will be made. Within the same period of 5 business days, the client must inform the issuer of the payment instrument about the reversal. If the consumer who wishes to make the reversal is not the same owner of the payment instrument, the request to the issuer must be submitted by the owner of the product.

Once the reversal request has been submitted to the company and to the issuer of the payment instrument, they will have a term of fifteen (15) business days to make the reversal effective. The foregoing, without prejudice to the specific requirements and procedures on changes and returns regulated by these Purchase Terms and Conditions.

#### 14.3 Consequences of exercising your right of withdrawal

If you exercise your right of withdrawal, we will return all payments received from you, with the exception of any additional expenses resulting from your choice of a delivery method for the product other than the free option offered by us, without any undue delay, and in any case, no later than 30 calendar days from the date on which you inform us of your decision to exercise your right of withdrawal.

We will proceed with said refund using the same payment method used by you for the initial transaction, unless this is not possible, in which case we will carry out the refund using the option you choose from the options we offer. No fees will be incurred as a result of said refund. Notwithstanding the above, we may withhold the refund until we have received the articles, or until you have supplied proof of having returned said articles, depending on whichever occurs first.

You must return the articles to us in person at any of the Bershka stores in Colombia, or request a return on our website via courier, organized by us assuming the transportation cost of that return; or you may directly send the product by taking it to an authorized shipping point and paying for the corresponding service, without undue delay and, in any case, within a maximum of 14 calendar days from the date on which you inform us of your decision to exercise your right of withdrawal.

In cases where you wish to return the goods through the courier service organized by us for pick-up at your residence, a deduction will be made representing the transportation cost associated with the return. The deadline will be considered met if you return the goods before the expiration of said period.

In the event that more than one article was bought in the same purchase, and the right of withdrawal is not being exercised for all articles, the purchase value of the article(s) returned will be refunded, using the same payment method used during purchase, if this is not possible, the consumer may choose from the available options provided by us.

In the event of a second request for a return on the same invoice, the refund will be processed through an Voucher Card or by bank transfer, according to your preference.

#### **14.4 Contractual right to cancel**

In addition to the legally recognized right of withdrawal granted to consumers as mentioned in clause 14.1 above, we grant you a period of 30 days from the delivery of the product to make returns of the products (except for those mentioned in this clause, for which the right of withdrawal is excluded), provided that the products have not been used and retain their internal and external labels. If you exercise the contractual right to cancel within the period counted from the date of product delivery, the refund will be made within a maximum of 30 calendar days, either through an Voucher Card refund or by bank transfer, at your choice.

#### **14.5 Exchange policy**

Should you believe that the size or color of the product purchased via [www.bershka.com](http://www.bershka.com) does not meet your needs, and without prejudice to the right to cancel or withdraw to which you are legally and contractually entitled, you may request an exchange of size or color at any of the Bershka stores in Colombia within a maximum of 30 days following the Shipping Confirmation, provided that the product is of the same price.

Iberomoda S.A.S. will accept the exchange of articles bought via [www.bershka.com](http://www.bershka.com), in which case you must show the electronic receipt that was attached to the Shipping Confirmation when you return the article. This receipt can also be found on your website account and on the Bershka mobile application. It must be shown in digital format on the screen of your mobile device or as a printed version.

Remember that this new article will not be governed by the provisions of these Terms and Conditions of Use and Purchase, and so the terms and conditions stated on the back of the receipt you are given be applicable, including those relating to the right to cancel or withdraw.

Without prejudice to the above, if you prefer to exchange your article for a different garment, you must request a refund by following the refund procedure, before making a new purchase.

#### **14.6 Returns policy for sales made via IPOD and paid for in store.**

This returns policy only applies to sales made via IPOD, consisting of orders made online using the devices available at our Bershka stores in Colombia and paid for in store.

If you would like to return an article purchased using the IPOD system, you have 30 days from the date of delivery of your order to proceed free of charge only by visiting one of our Bershka stores in Colombia. All labels must still be attached to the articles, and they must be in perfect condition. Returns will always be accepted provided that the garment has not been used and retains all its internal labels, on the basis that the product has not been tailored to the customer. Under no circumstances may products sold via this channel be exchanged. The refund will be made using the same payment method used to pay for the purchase, unless this is not possible, in which case you will immediately be informed of your options for receiving a refund. In any case, this condition does not affect your statutory rights and the other provisions of these Terms and Conditions. This means to say that all matters not addressed specifically in this clause (14.5) will be subject to the other provisions set out in these Terms and Conditions.

#### **14.7 Provisions common to the right of withdrawal and the right to cancel.**

You will not have the right to cancel or withdraw from a contract for the supply of any of the following products:

- Articles that are personalized at the customer's request.
- Goods that are sealed for health or hygiene reasons that have been unsealed after delivery.
- Goods that have been used by the consumer or that no longer have their internal tags.

The right to withdraw and the contractual right to cancel will only be applied to those products that are returned in the same conditions that you received them in. No refund will be made if the product has been used beyond merely opening it or for products that are not in the same condition as they were delivered in or that have been damaged. You must therefore take care with the product(s) while they are in your possession. Please return the article by using or including all its original packaging, instructions and other accompanying documents.

Returns can be made at any of the Bershka stores in Colombia or via a courier who we will send to your home.

#### Returns to Bershka stores:

You can return products to us at the following Bershka stores in Colombia. You must go to any of the stores and hand over the article, along with the electronic receipt that you received with the Shipping Confirmation, which you can also find on your website account and on the Bershka mobile application. You may present the electronic receipt by displaying

it on the screen of your mobile device, or by printing it out and bringing it to the store.

Returns via courier:

You must contact us via our return request form so that we can organize collection of the goods from your home. You should preferably hand over the goods in the same packaging you received them in, in accordance with the instructions found in the “Returns” section of this website. However, if the original packaging is not available, you can return your order in any other packaging, as long as it is well sealed so that the articles cannot be lost.

Please note that if you decide to return the items to us under the right of withdrawal and the right of cancellation through a messenger or courier service, you will be responsible for the shipping costs. After examining the item, we will inform you whether you are entitled to a refund.

The refund will be made as soon as possible and, in any case, within a period of 30 calendar days from the date you communicated your intention to withdraw. However, we may withhold the refund until we have received the goods, or until you have provided proof of returning the goods, whichever condition is met first.

The refund will be made using the same payment method you used to make the purchase. In cases where it is not possible to process the refund through the payment method used for the purchase (for example, PSE), we will request your details to arrange a bank transfer or another option chosen by the consumer, from the options provided by us.. Money will not be refunded to foreign bank accounts. In the event that you request the value of the purchase to be refunded to a foreign account or one outside the Republic of Colombia, you agree to bear the costs and expenses incurred by sending funds to said account. Payment through international credit cards may cause problems when making a refund. Therefore, by paying with a credit card issued abroad, you accept that you will pay the costs incurred when returning funds to your account.

In the event that there is a second withdrawal on the same invoice, the relevant bank transfer will be made. Refunds are not made to foreign bank accounts or those outside the Republic of Colombia; in the event that you request the value of the purchase to be refunded to a foreign account or one outside the Republic of Colombia, you agree to bear the costs and expenses incurred by sending funds to said account.

You will bear the cost and risk of returning the products to us, as indicated above. If you have any questions, you can contact us through the chat feature available on the website or by emailing [contact\\_co@bershka.com](mailto:contact_co@bershka.com).

**14.8 Return of defective products**

In the event that, at the time of delivery, you believe that the product does not correspond to the provisions of the contract, you must contact us immediately through our contact channels, providing us with the product details, as well as a description of the damage.

The product can be returned to Bershka stores in Colombia or via a courier who we will send

to your home following the collection request.

We will carefully examine the returned product and will inform you by email within 15 business days following the receipt of the request, whether a refund or replacement is applicable (if applicable).

The refund or replacement of the item will be processed as soon as possible, and in any case, we will return the money within a maximum period of 15 business days following the confirmation of the eligibility for a refund. In the event that the replacement of the non-conforming item is approved, it will be carried out within ten (10) business days following the confirmation of the eligibility for replacement.

The sums paid for products that are returned due to defects or faults, when these do exist, will be refunded in full, including delivery costs incurred for courier services authorized by the company. The refund will be made using the same payment method used to pay for the purchase, unless this is not possible, in which case you will immediately be informed of your options for receiving a refund.

In any case, this condition does not affect your statutory rights.

## **15. LEGAL WARRANTY**

If you enter into a contract as a consumer and user, we offer you a legal warranty for the products we sell through this website, under the legally established terms for each type of product, therefore responding to any quality defects found in them. The warranty terms are: three (3) months for footwear and six (6) months for all other products, starting from the date of delivery.

Products are deemed to be in conformity with the contract as long as they (i) comply with the description given by us and possess the qualities we have presented on this website, (ii) are fit for the purposes that products of the same type are ordinarily used for and (iii) present the quality and performance that are typical and would reasonably be expected in products of the same type. In this regard, if any of the products do not comply with the contract, you must notify us by following the procedure described in section 14 and by any of the means of communication intended for this purpose. The inspection of products under legal warranty will not incur any costs.

The products we sell, particularly artisan products, often present inherent characteristics of the natural materials we use to manufacture them. These characteristics, such as variations to the weave, texture, knots and color, will not be deemed to be faults or defects. On the contrary, these should be expected and appreciated. We only select the highest quality products, but natural characteristics are unavoidable and should be accepted as part of the individual appearance of the product.

The company may be exempted from liability under the legal warranty when it is

demonstrated that the product defect arises from an act of force majeure or fortuitous event, the act of a third party, the consumer's misuse of the goods, or the failure to follow the instructions for use and care of the products.

#### **16. VOUCHER CARD**

An voucher card is a digital document that represents an amount of money and can only be used on the Bershka.com/co website (in Colombia) for purchasing products offered on the website. This voucher card comes with a balance that can be used within one year from the issuance date of the Voucher Card. This Voucher Card is issued upon the occasion of returns resulting from purchases made through the website, at the customer's discretion. The Voucher Card enables the customer to use its balance for acquiring products through the website, up to the value represented by the Voucher Card. If the products exceed the balance of the Voucher Card, the customer must settle the price difference using authorized payment methods.

#### **17. LIABILITY AND LIMITATION OF LIABILITY**

Except as otherwise specifically provided for in these Terms and Conditions, our liability regarding any product purchased from the website will be strictly limited to the purchase price of said product.

Nevertheless, and unless otherwise legally provided for, we will not accept liability for any of the following losses, regardless of their cause:

- (i) loss of income or sales;
- (ii) loss of business;
- (iii) loss of profit or loss of contracts;
- (iv) loss of anticipated savings;
- (v) loss of data; and
- (vi) loss of management or office time.

Due to the open nature of this website and the potential for errors during the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through the website unless otherwise expressly set forth on the website.

#### **18. INTELLECTUAL AND INDUSTRIAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and other industrial and intellectual property rights of the materials or content supplied as part of the website will remain at all times vested in us or in our licensors. You may use said material solely as expressly authorised by us or our licensors. This will not prevent you from using the website to the extent necessary to copy information regarding your order or contact details.

#### **19. VIRUSES, HACKING AND OTHER CYBER CRIME**

You must not misuse the website by intentionally introducing any viruses, Trojans, worms, logic bombs, or any other program or material that is technologically malicious or damaging. You must not attempt to gain unauthorized access to this website, to the server that hosts

the website, or to any other server, computer or database associated with our website. You commit to not attack this website through a denial-of-service attack or a distributed denial of-service attack.

Non-compliance with this clause could constitute a crime as described by the applicable regulations. We will inform the relevant authorities of any breach of said regulations and we will cooperate with them to uncover the identity of the attacker. Likewise, in the event of a breach of this clause, your right to use this website will be revoked immediately.

We accept no liability for any loss or damage resulting from a denial-of-service attack, virus or any other program or material that is technologically malicious or harmful that could affect your computer, equipment, data or materials as a result of using this website or downloading content from the website or websites to which it redirects.

## **20. LINKS FROM OUR WEBSITE**

In the event that the website contains links to third-party websites and materials, such links are provided solely for informational purposes, and we claim no control whatsoever over any of the content of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage resulting from the use of such links.

## **21. WRITTEN COMMUNICATIONS**

The applicable regulations require a part of the information or communications we send you to be in writing. By using the website, you accept that the majority of said communication with us will be electronic. We will contact you by email or we will provide you with information by posting notices on this website. For contractual purposes, you agree to use this electronic means of communication and you acknowledge that all contracts, notifications, information and other communications that we send you electronically comply with the legal requirement to be in writing. This condition does not affect your statutory rights.

Communications that you send to us must be sent via the chat feature available on this website or by emailing [contact\\_co@bershka.com](mailto:contact_co@bershka.com). In accordance with the provisions stipulated in this clause and unless otherwise stipulated, we will send communications to the email address provided by you.

Communications will be deemed to have been received and correctly sent as soon as they are posted on our website, 24 hours after an email has been sent. To prove that the communication has been sent, it is sufficient to check that the email was sent to the email address given by the recipient.

## **22. NOTIFICATIONS**

Notifications that you send to us must be sent through the chat accessible on the website or through our official social media accounts. In accordance with clause 20 above and unless otherwise stipulated, we will send communications to the email address provided by you.

Notifications will be deemed received and properly made at the same instant they are posted on our website, or 24 hours after an email has been sent. To prove that a notification has been made, it will be sufficient to demonstrate that the email was sent to the email address

specified by the recipient.

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

The contract is binding for both you and us, as well as for our respective heirs, successors and assigns. You may not transfer, assign, charge or in any other manner dispose of a contract or any of its resulting rights or obligations without our prior written consent.

We may transfer, assign, charge, subcontract or in any other manner dispose of a contractor any of its resulting rights or obligations at any moment during its validity. For the avoidance of doubt, such transfers, assignments, charges or other dispositions will not affect your statutory rights as a consumer, nor will they cancel, reduce or otherwise limit the warranties that we may have provided you, whether express or implied.

### **24. EVENTS OUTSIDE OUR CONTROL**

We will not be liable for any breach or delay in complying with any of the assumed obligations when this is due to events that are outside our reasonable control, due to force majeure, chance or events attributable to third parties ("Cause of Force Majeure").

Causes of Force Majeure include any act, event, non-happening, omission or accident beyond our reasonable control and, among others, include the following:

- a. Strikes, lockouts or other industrial action.
- b. Civil unrest, riot, invasion, terrorist threat or attack, war (declared or not) or threats of or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d. Impossibility of using railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of using public or private telecommunications networks.
- f. Acts, decrees, legislation, regulations or restrictions under any government or authority.

Any obligations will be deemed suspended while the Cause of Force Majeure continues, and we will have an extended period of time to perform such obligations equal to the duration of the Cause of Force Majeure. We will employ all reasonable means to bring an end to the Cause of Force Majeure or to find a solution that allows us to perform our obligations despite the Cause of Force Majeure.

### **25. WAIVER**

Failure on our part to require strict compliance on your part with any of your obligations under the contract or Terms and Conditions, or failure on our part to exercise the rights or remedies to which we are entitled under such contract or Terms and Conditions will not constitute any waiver or limitation whatsoever in relation to said rights or remedies and will not relieve you from compliance with said obligations.

No waiver on our part of a specific right or remedy will constitute a waiver of other rights or remedies resulting from a contract or the Terms and Conditions. No waiver on our part of any of these Terms and Conditions or the rights or remedies arising from a contract will

be effective unless it is expressly stated to be a waiver and is formalised and communicated to you in writing in accordance with the Written Communications section above.

## **PARTIAL NULLITY**

If any of these Terms and Conditions or any provision of a contract is declared null and void through a final decision declared by a competent authority, the remaining terms and conditions will remain in force, unless they are affected by said declaration of nullity.

## **26. ENTIRE AGREEMENT**

These Terms and Conditions and any document expressly referred to herein constitute the entire agreement between you and us in relation to the subject matter of the Terms and Conditions, and replace any other agreement, understanding or commitment previously agreed upon between us, whether verbally or in writing.

You and we acknowledge having entered into a contract without having relied on any declaration or promise given by the other party or that could be implied from anything stated or written in the negotiations between us prior to entering into the contract, except that expressly stated in these Terms and Conditions.

Neither you nor we will have any remedy in respect of any untrue statement made by the other party, either orally or in writing, prior to the contract date (unless such untrue statement was made fraudulently), with the other party's only remedy being for breach of contract according to that set forth in these Terms and Conditions.

## **27. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS**

We reserve the right to modify the Terms and Conditions. We will keep you informed of significant changes made to said Terms and Conditions. Any changes made will not be of a retroactive nature and, excluding potential exceptions in specific cases, will be applicable 30 days after the date of their publication in the corresponding notification.

If you do not agree with the modifications made, we recommend you refrain from using our website.

## **28. APPLICABLE LAW AND JURISDICTION**

The use of our website and the contracts for purchasing products through said website will be governed by Colombian legislation.

Any controversy that arises from or is related to use of the website or to said contracts will be subject to the exclusive jurisdiction of the courts and tribunals within the Republic of Colombia.

If you are entering into a contract as a consumer, nothing in this clause will affect your rights as recognized by current legislation.

## **29. COMMENTS, FEEDBACK, COMPLAINTS AND CLAIMS**

We welcome your comments and feedback. Please send us your comments, suggestions and queries through our contact channels or to the postal address indicated in clause 2 of these Terms and Conditions.

Complaints and claims sent to our customer service team will be dealt with as soon as possible and, in any case, within the legally established period of 15 business days from the date of receipt thereof. They will be registered with an identification number that we will provide you with so you may them up.

### **30. CONTACT**

Please bear in mind that the email address [contact\\_co@bershka.com](mailto:contact_co@bershka.com) is provided in order to allow easy and direct access to Iberomoda S.A.S. as a company that sells goods, as well as to allow you to lodge complaints or claims that you deem appropriate. Legal notifications must only be sent to the email address [notificaciones@texmoda.com.co](mailto:notificaciones@texmoda.com.co)

To send comments, suggestions, queries or anything other than the above, you can use our normal contact channels, in other words, the chat feature available on our website and the email address [contact\\_co@bershka.com](mailto:contact_co@bershka.com).

For more information, please consult the “Contact” section of the website.

### **Cancellation form**

**(This form should only be filled in and sent if you wish to cancel the contract)**

For the attention of Iberomoda S.A.S. trading as Bershka, with registered offices at Bodega Guadalete Vereda Fusca Autopista Norte Kilometer 21 Chía, Cundinamarca, Colombia, and email address [contact\\_co@bershka.com](mailto:contact_co@bershka.com).

I hereby inform you that I am cancelling my sale contract for the

following goods: Ordered on/received on (\*):

Consumer's name:

Consumer's address:

Consumer's signature (only if this form is on paper) Date:

(\* ) Delete as appropriate

