

TERMS AND CONDITIONS OF USE AND PURCHASE WWW.BERSHKA.COM/CO

1. INTRODUCTION

This document (together with all documents mentioned therein) establishes the terms and conditions which govern the use of this website (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 Conditions, our Privacy Policy and Cookies (“Privacy Policy and Cookies”) and the Personal Data Processing Policy (together, the “Personal Data Protection Policies”) before using this website. When using this website or placing an order through it, you are consenting to being bound to these Terms and Conditions and to our Personal Data Protection Policies and so, 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 concluded are the ones that apply at the time when the website is used.

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

The contract may be formalised, per your selection, 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., company duly constituted in accordance with the laws of the Republic of Colombia, with tax ID number. 900 207 065-3, Telephone: 667 22 00, whose legal notification address is Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca and email address: notificaciones@texmoda.com.co.

The customer service email address is: 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 provisions of the Privacy Policy and Cookies and in the Personal Data

Processing Policy. By using this website page, you consent to the processing, storage, transmission and/or national and international transfer of said information and details and declare that all information or data that you provide to us are true and correspond with reality.

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, 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 Policy).
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 are declaring 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 featured on this website are only available for delivery and payment within Colombian territory. Furthermore, it is established that comprehensive coverage of Colombian territory is not provided, as delivery and/or collection is not provided in areas or zones of Colombian territory where, due to our own marketing reasons or due to difficulties with access, communication or similar reasons, this service is not available.

Sales will not be carried out which are destined for 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 “Authorise payment” button. You will then receive an email acknowledging receipt of your order (the “Order Confirmation”). We will then inform you via email that 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 that can be accessed via the website or by emailing contact_co@bershka.com, as well as by exercising the right to rectification stipulated in our Personal Data Policies.

The website displays confirmation windows throughout various stages of the purchasing process that do not allow you to proceed with the order if the details for these sections are not entered correctly. Similarly, the website provides information for all items 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 finalising the payment process, you should immediately contact our customer service team through the chat which can be accessed on our website or by emailing 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 may have paid.

9. DELIVERY

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

We will tell you the delivery cost at checkout.

Possible delivery options:

Collection at BERSHKA store - FREE: The customer may collect their item at any store located in the country. The person who goes to collect the order must show their identification. If the person who goes to collect the product is not the person who made the purchase (the customer is the only person responsible for the handling and security of their account on 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 item 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. Remember, in any case, we do not carry out home deliveries on Sundays or bank holidays.

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

10. UNABLE TO DELIVER

If it is impossible to deliver your order after three attempts, we will return your order to a location determined by us. We will also leave you a note with an explanation of 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 have 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 this terminated. As a result of 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 regular, least expensive delivery method we offer) without any undue delay and, in any case, within a maximum period of 30 days from the date on which we deemed the contract terminated. Please bear in mind that transport resulting from the termination of the contract may incur an additional cost which we will be authorised to recuperate from you.

11. OWNERSHIP AND RISK

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

You will acquire ownership of the items 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 above), 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 according to that set forth in our Shopping Guide - Delivery.

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

Once you have selected all the items you wish to purchase, and these have been added to your basket, the next step is to process the order and make payment. 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, Diners and PSE as payment methods.

Transactions are understood to be between residents of Colombia, that is, only PSE payment methods supported by open accounts in Colombia with financial bodies governed by the Financial Supervision are allowed. For this reason, it is not permitted to pay for orders using credit or debit cards, or 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 supported by 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.

Once you click “Authorise Payment”, you are confirming that the credit card is yours and that you accept these terms and conditions.

To minimise the risk of unauthorised access, your credit card details will be encrypted. Credit cards are subject to validation checks and authorisations by the card issuer; if your card issuer does not authorise the payment, we will not be liable for any delay or failure of delivery and we will not be able to formalise a Contract with you.

13. VALUE-ADDED TAX (VAT) AND BILLING

In accordance with Colombian law, transfer of merchandise ownership in Colombia is considered a taxable activity for the purposes of this tax. Therefore, orders placed will be subject to the general sales tax rate, VAT, which 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 period of five working days from the date of delivery of the order and the consumer must return the item in the same means and condition in which they received it. The transport and other costs entailed in returning the item will be covered by the company. Once the item has been returned, in the same condition as it was delivered, the money will be returned within the following 30 calendar days.

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

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

In order to exercise your right of withdrawal, you must notify BERSHKA by writing to us via either the chat facility available on the website or email to 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 that you wish to exercise this right to be sent before the relevant deadline expires.

14.2 Consequences of exercising your right of withdrawal

If you exercise your right of withdrawal, we will return all payments received from you, including delivery costs (except for additional costs resulting from your choice of a delivery method other than the least expensive standard delivery that we offer) without undue delay and, in any case, no later than 30 calendar days from the date when 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 which the consumer chooses from the options given by us. No fees will be incurred as a result of said refund. Notwithstanding the above, we may withhold the refund until we have received the items, or until you have supplied proof of having returned said items, depending on whichever occurs earlier.

You must directly return or send the items to us at any of the BERSHKA stores in Colombia, or request return of the item on our website via a messenger/courier, organised by us and without additional costs, without undue delay and, in any case, within a maximum period of 14 calendar days from the date when you inform us of your decision to exercise your right of withdrawal. The return period will be deemed to be met if the items are returned before the aforementioned period has expired.

You will only be liable for the diminished value of the items resulting from any handling other than that deemed necessary to establish the nature, characteristics and functioning of the items.

In the event that more than one item was bought in the same purchase, and the right of withdrawal is not being exercised for all items, the purchase value of the item(s) returned will be refunded, using the same payment method used during purchase, via bank transfer to a Colombian bank account. Refunds will not be made to foreign bank accounts, in the event that you request the value of a purchase to be deposited into an account that is foreign or outside the Republic of Colombia, you are agreeing to assume the costs and expenses incurred by sending money to said account. In the event that there is a second withdrawal on the same invoice, the refund will be made under the same terms.

14.3 Contractual right to cancel

As well as the right of withdrawal, which is legally recognised for consumers and users and mentioned in clause 14.1 above, we grant you a period of 30 days from shipment of the product to return the products (except for those mentioned in this clause, for which the right of withdrawal is excluded), and provided that the products have not be used and still have their internal and external labels.

In the event of exercising the contractual right to cancel within 15 days following Delivery Confirmation, the refund will be made via bank transfer.

14.4 Exchange policy

In the event that you believe that the size or colour of the product purchased via www.bershka.com does not meet your needs, and without prejudice to the right to cancel or withdraw that you are legally and contractually entitled to, you may request an exchange

of size or colour at any of the BERSHKA stores in Colombia within a maximum period of 30 days following Delivery Confirmation, provided that the product is of the same cost.

IBEROMODA S.A.S. will accept the exchange of items bought via www.bershka.com, in which case you must show the electronic receipt that you will have received attached to the Delivery Confirmation along with the item. This receipt can also be found on your website account and on the BERSHKA mobile application and it must be shown in digital format on the screen of your mobile device or as a printed version.

Remember that this new item 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 show will be applicable, including those relating to the exercise of the right to cancel or withdraw.

Without prejudice to the above, if you prefer to make an exchange for a different garment, you must request a refund by following the procedure provided for this purpose and make a new purchase.

14.5 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:

- Items that are personalised 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 which no longer have their internal tags.

The right to withdraw and the contractual right to cancel will only be applied to those products which 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 which have been damaged, so you must be careful with the product(s) while they are in your possession. Please return the item by preferably 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 them the item, along with the electronic receipt that you received with the Delivery Confirmation, which you can also find on your website account and on the BERSHKA mobile application. You may present the electronic receipt by digitally displaying it on the screen of your mobile device, or by printing it out and bringing it to the store.

Returns via messenger/Courier:

You must contact us via our return request form so that we can organise collection of the goods from your home. You should preferably hand over the goods in the same packaging you received them in, following the instructions found in the “REFUNDS” section on this website. However, if the original packaging is not available, you can return your order in any other, as long as it is well sealed to avoid loss of the items.

Please bear in mind that if you choose to return the items to us via other unauthorised means, we will be authorised to charge you for any expenses we may incur.

After examining the item, we will notify you of whether you are entitled to the refund. Reimbursement of transport costs will only be made when the right of withdrawal is exercised within the legal time period (5 days following product delivery) and all items within the order in question are returned, if order items are partially returned, the transport cost will be reimbursed. The reimbursement will be made as soon as possible and, in any case, within a period of 30 calendar days following the date you informed us of your intention to cancel. However, we may withhold reimbursement until we have received the items, or until you have supplied proof of having returned said items, whichever occurs earlier. The reimbursement will be made using the same payment method that you used to pay for the purchase, only when the right to withdraw is exercised within the legal time period (5 days following delivery of the product). In the event that the contractual right to cancel is exercised after the 15 days following Delivery Confirmation, the refund will be made via bank transfer. Money will not be refunded to foreign bank accounts. In the event that you request the value of the purchase to be refunded to foreign accounts or accounts outside the Republic of Colombia, you are agreeing to assume the costs and expenses incurred by sending funds to said account. Payment through international credit cards may cause problems when making a refund. Therefore, when paying with a credit card issued abroad, you are accepting that you will pay the costs incurred by 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 purchase value to be refunded to foreign accounts or those outside the Republic of Colombia, you are agreeing to assume the costs and expenses resulting from sending funds to said account.

You will assume 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 which is accessible via the website or by emailing contact_co@bershka.com.

14.6 Return of defective products

In the event that the product is delivered and you believe it does not correspond to the provisions stipulated in the contract, you should contact us immediately through our contact methods, 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 proceed to carefully examine the returned product and will notify you by email within a reasonable period of time whether you will be refunded or the product will be replaced (whichever the case may be). The refund or item replacement will be processed as soon as possible and, in any case, within the 30 days following the date on which we sent you email confirmation of the refund or defective item replacement.

The sums paid for products which are returned due to defects or faults, when these do exist, will be refunded in full, including delivery costs incurred for courier services authorised by the company. The refund will be made using the same payment method you used to pay for the purchase, (unless this is not possible, in which case the consumer will immediately be notified, informing them of their options for refunding the value of the purchase).

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

15. LEGAL GUARANTEE

If you enter into a contract as a consumer and user, we offer you a legal guarantee 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 guarantee terms are: three months for footwear and six months for all other products, starting from delivery of the product.

Items 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 items of the same type are ordinarily used for and (iii) present the quality and performance that are typical and would reasonably be expected in items 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 above and by any of the means of communication intended for this purpose.

The items we sell, particularly artisan items, often present inherent characteristics of the natural materials we use in their manufacturing. These characteristics, such as variations to the weave, texture, knots and colour, 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 item.

16. LIABILITY AND LIABILITY EXEMPTION

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

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

- (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 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.

17. 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 shall remain at all times vested in us or in our licensors. You may use said material solely as expressly authorized by us or our licensors. This shall not prevent you from using the website to the extent necessary to copy information regarding your order or Contact details.

18. 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 shall not attempt to gain unauthorised access to this website, to the server that hosts the site, 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 imply the commission of crimes as described by 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 shall 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 and could affect your computer, equipment, data or materials resulting from the use of this website or from downloading content from the site or sites to which it redirects.

19. 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 contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage resulting from the use of such links.

20. WRITTEN COMMUNICATIONS

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 communication that we send you electronically, comply with the legal requirements of the aforementioned in writing. This condition does not affect your statutory rights.

Communications that you send to us must be sent via the chat which is accessible on this website or by emailing 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.

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

21. 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 contract or any of its resulting rights or obligations, at any moment during its validity. For the avoidance of doubt, such transfers, assignments, charges or other disposition 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.

22. 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 or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of 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 Case of Force Majeure continues, and we will have an extended period of time to perform such obligations equal to the length of the term of the Case of Force Majeure. We will employ all reasonable means to bring an end to the Case of Force Majeure or to find a solution that allows us to perform our obligations despite the Case of Force Majeure.

23. WAIVER

Failure on our part to require strict compliance on your part of any of your obligations under the contract or Terms and Conditions, or failure on our part to exercise the rights or actions that correspond to us under such contract or Terms and Conditions, shall not constitute any waiver or limitation whatsoever in relation to said rights or actions, nor shall it relieve you from compliance with said obligations.

No waiver on our part of a specific right or action will constitute a waiver of other rights or actions 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 actions 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 according to that set forth in the Notifications section above.

24. PARTIAL ANNULMENT

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

25. FULL AGREEMENT

These Terms and Conditions and any document expressly referred to in them constitute full agreement between you and us in relation to the subject matter of the same, and replace any other agreement, understanding or commitment previously agreed upon between you and 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 or that could be implied from anything stated or written in the negotiations between you and us prior to 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, 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.

26. 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 shall not be of a retroactive nature and, excluding potential exceptions according to specific cases, shall be

applicable 30 days after the day of their publication in the corresponding notification.

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

27. 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 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 contracting as a consumer, nothing in this clause will affect your rights as recognised by current legislation.

28. COMMENTS, FEEDBACK, COMPLAINTS AND CLAIMS

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

Your complaints and claims to our customer service team will be dealt with as soon as possible and, in any case, within the legally established period. They will be registered with an identification number that we will provide you with so you may follow-up with them.

29. CONTACT

Please bear in mind that the email address contact_co@bershka.com is provided in order to allow easy and direct access to the identifying details of 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

To send comments, suggestions, queries or any other question other than the above, you can access our usual means of contact, in other words, the chat available on our website and the email address contact_co@bershka.com.

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

Cancellation form template

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

For the attention of IBEROMODA S.A.S. acting under commercial brand BERSHKA, with residence at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca and email address 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