

## 1. INTRODUCTION

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

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

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

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form available here <https://www.bershka-com/cz>.

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

## 2. OUR DETAILS

Sale of goods through this website is carried out under the name Bershka by the Seller Inditex Česká republika, s.r.o., with registered address at Rybná 682/14, 110 00 Prague 1, Czech Republic, with email address [contact\\_cz@bershka.com](mailto:contact_cz@bershka.com), with telephone number for identification purposes only +420 224 239 873, registered in the Commercial Register of Municipal Court in Prague, Section C, Inlay 83972, Registration Number 264 64 047, VAT Number CZ26464047.

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

Its information obligation to the consumer within the meaning of Art. 13 of Regulation No. 2016/679 (General Data Protection Regulation - GDPR) relating to the processing of the consumer's personal data for the purposes of fulfilling the purchase contract, for the purposes of negotiation of the purchase contract, for the purposes of fulfilling the and interests of the Seller laid down by laws and for the marketing purposes, is fulfilled by the Seller through a separate document - the Data Protection Policies.

The information or personal details that you voluntarily provide us shall be processed in accordance with the above stated legal regulation and the Data Protection Policies.

Before using any of our services or functionalities available, particularly in respect of processing the order form and other relevant activities relating to the purchase of product(s), please read carefully the information about the personal data processing - Privacy Policy - that is available here <https://www.bershka-com/cz>.

## 4. USE OF OUR WEBSITE

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

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

If you don't provide us with all the information we need, you cannot place your order.

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

## 5. SERVICE AVAILABILITY

Delivery service for the articles offered on this website is available in the Czech Republic only.

If you wish to order products from another EU member state outside of the Czech Republic via this website you are of course welcome to do so; however, the ordered product(s) can only be delivered to a Bershka shop in the Czech Republic or a delivery address within the Czech Republic.

## 6. FORMALISING THE CONTRACT

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, but rather an invitation to enter into a contract. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, you shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click on "Place order". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). This does not mean that your order has been accepted. Your order is an offer that you are making to us to buy one or more products. All orders are subject to our acceptance, which you will be informed of via an email in which we will confirm that the order is being sent (the "Delivery Confirmation"); please see also the provisions in Clause 12.2 (Ordering with the help of electronic devices) below.

A summary of the details of your order will be attached to the Delivery Confirmation ("e-ticket").

The contract (the "Contract") is concluded only when we send you the Delivery Confirmation.

## 7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher

quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

#### 8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

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

#### 9. DELIVERY

The available delivery methods, the associated quantities and any other relevant information are described in our Shopping Guide (see the section on Delivery).

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

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

As for the virtual gift card (hereinafter referred to as "eCard"), we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or bank holidays, except in the case of the eCard which will be delivered on the date specified by you.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

The eCard will be considered delivered as set out in the Terms of Use of the Gift Card and, in any case, at the time of sending this to the email address specified by you.

## 10. INABILITY TO DELIVER

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

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

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

This clause does not apply to the eCard, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of Clause 9 above.

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

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above.

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

## 12. PRICE AND PAYMENT

### 12.1 General Information

The price of the product(s) will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full without undue delay and no later than 14 days after the date of termination of this Contract.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price. If it is a case, we will offer the consumer the opportunity to purchase the product at the correct price or to cancel the order.

The prices on the website include VAT, but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (see the section on Delivery Charges).

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation. The prices of products are those which apply at the time of consumer's order.

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

You may use, as payment method, the following cards and methods: Visa, MasterCard, American Express, INCARD and PayPal. Also, you can pay all or part of the price of your purchase with a gift card / eCard or a voucher issued by Inditex Česká republika, s.r.o. for the Czech Republic. In addition, you can pay for your order by "cash on delivery" (i.e. when picking up the product(s) ordered at a Bershka store in the Czech Republic), using any payment method that is accepted at the Bershka stores in the Czech Republic; please be informed that you can't use "cash on delivery" as payment method if you have ordered the product(s) via an electronic device installed in the Bershka store in the Czech Republic.

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

If your payment method is PayPal, the charge will be made when we confirm your order.

When you click "Place order", you are confirming that the payment card is yours or you are the rightful holder of gift card / eCard or the voucher card.

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

Under the Czech Electronic Records of Sales Act, the Seller is required to issue an invoice to the buyer/consumer; at the same time, it is required to register online the received revenue with the tax administrator.

We use electronic invoices. Herewith you agree that you receive invoices electronically. Electronic invoices will be made available to you in PDF format under "My Account" on this website. We will inform you for each purchase in the Delivery Confirmation if the electronic invoice is available.

Please be informed that Fashion Retail, S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the commercial

register of A Coruña, vol. 3425, page 49, C-47731, 1<sup>st</sup> entry, and tax identification number A-70301981 will collect and make refunds on behalf of the Inditex Česká republika, s.r.o. in relation to all payments made through this website.

## 12.2 Ordering with the help of electronic devices

If you are placing your order through one of the electronic devices that are available at certain stores in the Czech Republic 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 "Place order" button on the device screen, and you are required to pay for your order once it has been placed. After doing so, you will receive the Order Confirmation e-mail or a SMS (if you have only provided us with your mobile number) confirming receipt of your order. You will be informed by the Delivery Confirmation e-mail or via SMS (if you have only provided us with your mobile number) that the order is being accepted and sent; please see also the provisions in Clause 6 (FORMALISING THE CONTRACT) above. A summary of the details of your order will be attached to the Delivery Confirmation or the SMS. If you have chosen deliver to store as delivery method we will contact you by e-mail or SMS (if you have only provided your mobile number), when the order is ready to be collected.

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

Please note that if you place your order through an in-store electronic device in the Czech Republic, but wish to cancel the order, you must pay for the order and wait for the items to be delivered, before returning them in accordance with the returns policy described below (withdrawal from the contract).

## 13. 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 continuing as a non-registered user.

## 14. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done through the website are subject to Value Added Tax (VAT).

## 15. EXCHANGES/RETURNS POLICY

### 15.1 Statutory right of withdrawal

#### Right of withdrawal

- If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason, except the products mentioned in Clause 15.3 below, for which the right to withdraw is excluded.
- The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the product(s) or in case of multiple product(s) in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last product ordered in one order.
- To exercise the right of withdrawal, you may notify us at Bershka, at the address Inditex Česká republika, s.r.o., trading as Bershka, Rybná 682/14, 110 00 Prague 1, Czech Republic, by sending an email to [contact\\_cz@bershka.com](mailto:contact_cz@bershka.com), through section “My account” or “Returns” of the website or by writing to our contact form, of your decision to withdraw from this contract by an unequivocal statement (example: a letter sent by post or email) with order details (including order number and the description of the product(s) which are being returned) . You may use the model withdrawal form as set out in the Annex, but it is not obligatory.
- To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired (the notification does not have to be delivered or the products returned to us within this deadline).

#### Effects of withdrawal

- If you decide to withdraw from this Contract, we will return to you the full price of the product(s) and all other payments received from you in relation to the Contract, including delivery charges to the original delivery place (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the product(s) back or you have supplied evidence of having sent back the product(s), whichever is the earliest.
- You shall send back the product(s) or hand them over to us at any Bershka store in the Czech Republic without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the product(s) before the period of 14 days has expired.
- You are only liable for any diminished value of the product(s) resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the product(s).

#### 15.2 Contractual right of withdrawal

- In addition to the statutory right to withdraw for consumers, mentioned in Clause 15.1 above, we grant you a period of 30 days from the date of shipment of the product(s) to return the product(s) (except the products mentioned in Clause 15.3 below, for which the right to withdraw is excluded).
- The return of the gift card / eCard is also governed by the Terms of Use of the Gift Card.

- In case you return the product(s) within the contractual term of the right of withdrawal after the statutory period (14 days) has expired, you will only be reimbursed with the amount paid for said product(s). Delivery charges will not be reimbursed.
- You may exercise your contractual right of withdrawal in accordance with the provision of Clause 15.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal (14 days), you shall, in any case, hand the product(s) over to us within the 30 day term as from the Delivery Confirmation.
- Your right to withdraw from the Contract shall apply exclusively to the product(s) that is (are) returned in the same condition in which you received them. No reimbursement will be made if the product(s) has (have) been used once it has (they have) been opened, for product(s) that is not (are not) in the same condition as when it was (they were) delivered or if it has (they have) been damaged, so take care of the products(s) while in your possession.

### 15.3 Common provisions

- You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following Products:
  1. Customised items.
  2. Music CDs/DVDs without their original wrapping.
  3. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.
- Please return the products by using or including all their original packaging, if possible. In any case, you must return / send the product(s) to be returned together with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app.
- The return of the gift card / eCard is also governed by the Terms of Use of the Gift Card.
- Upon withdrawal, the respective product(s) shall be returned as follows:

(i) Returns at any Bershka store in the Czech Republic:

You may return any product(s) to any Bershka store in the Czech Republic which has same section as the product you wish to return belongs to. In such case, you should go to such store and present the product(s) with the e-ticket that was attached to the Delivery 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.

*"Cash on delivery"*: Please be informed that returns for orders (ordered product(s)) paid for using "cash on delivery" at the till in a Bershka store must always be carried out at a Bershka store in the Czech Republic (not otherwise). Additionally, if 30 days have passed since your "cash on delivery" order was available for collection and in-store payment (you will have received the email "Confirmation of order arrival at store" to confirm this) and the order has not been picked up for reasons that are not attributable to us, we will understand that you wish to withdraw from the contract and we will consider it to be terminated.



*“Ordering with the help of electronic devices ”*: Please note that in respect of orders (ordered product(s)) that were originally placed through electronic devices in a store in the Czech Republic and that were paid for at the till of that store, returns can only take place in any Bershka store in the Czech Republic (not otherwise).

(ii) Returns at collection points:

Furthermore, you can request a return at a collection point in the Czech Republic (post office or packing station). After you have requested the return you will receive an e-mail and the stamped return slip to print out and stick on the parcel. To request the franked return slip, please proceed as follows: Please log in and follow the instructions under "RETURNS" under "My Account". If you do not have a customer account, please use the link you received in the order confirmation e-mail as well as in the delivery confirmation. You should send the product(s) in its original packaging, if possible, and follow the directions on the "RETURNS" section of this website.

None of the two options(i), (ii) just mentioned require you to pay additional costs.

You can return the product(s) directly to the following address: Bershka, Plzeňská 233/8, 150 00 Prague 5. We ask you to return the product(s) without delay, together with the print-out of the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app. The costs incurred in the return of the product(s) are payable by you.

- After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant product(s) are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.
- Notwithstanding the foregoing, we may withhold reimbursement until we have received the product(s) back or you have supplied evidence of having sent back the product(s), whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.
- If you have any questions, you can contact us on our contact form or by sending an email to [contact\\_cz@bershka.com](mailto:contact_cz@bershka.com).

#### 15.4 Returns of defective product(s)

- If you think that at the moment of delivery the product (s) is/are not as stipulated in the Contract, you must contact us immediately on our contact form, through section “My account” or “Returns” of the website or by sending an email to [contact\\_cz@bershka.com](mailto:contact_cz@bershka.com), providing the product(s) details and the damage sustained, defects or other inconsistencies.
- You must return the product(s) to the address indicated in Clause 15.3, at any Bershka store in the Czech Republic, or request a return at a collection point in the Czech Republic. In any case, you must return / send the product to be returned together with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app.
- We will carefully examine the returned product(s) and will notify you by email within a reasonable period if the product(s) may be exchanged or whether you have a right for a refund (as appropriate). The refunding or replacement of the article (s) shall take place as soon as possible and in all cases within 14 days from the date on which we

send you an email confirming that the refund or replacement of the product (s) is going ahead.

- If a defect or damage is confirmed on the returned product (s), we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.
- All rights recognised in current legislation shall be, in any case, safeguarded.

#### 15.5 Right of withdrawal and return for orders from abroad

If you have ordered products from outside the Czech Republic from another EU member state via this website, we would like to inform you that we are under no circumstances (with exception of clause 15.4 to which this clause 15.5 does not apply) obliged to pay shipping costs to destinations other than the original delivery address and/or the return costs from destinations outside the Czech Republic.

### 16. LIABILITY AND WAIVING LIABILITY

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

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

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

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

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

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be

expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately in favour of consumers and users.

### Lack of Conformity

The Seller is liable to the consumer that the product(s) is/are free from defects upon receipt. In particular, the Seller is liable to the consumer that, at the moment the product(s) is/are received by the consumer:

- The product has the characteristics agreed by the parties or (if no contract is reached) the characteristics described by the Seller or expected by the consumer with reference to the nature of the goods and related advertisement.
- The product can be used for the purposes stated by the Seller or for the purposes for which the product of that kind is usually used.
- The product is provided in the corresponding quantity, measurement or weight.
- The product complies with the requirements stipulated by law.

If the product becomes defective within six months after receipt, the product is deemed being defective already upon receipt. Unless stipulated otherwise, the consumer is entitled to claim defective consumer goods within 24 months after receipt. This does not apply to:

- Discount related defects;
- Usual wear and tear;
- Defects caused by ordinary use or wear and tear and evident at the moment of receipt by the consumer;
- Cases implied by the nature of the case.

Improper performance cannot be claimed if the consumer was aware about the defect before accepting the product or if the defect in question was caused by the consumer. The consumer is not entitled to claim guarantee with reference to a defect caused by outer circumstances after the risk of damage has passed to the consumer.

### Material Breach

If improper performance constitutes a material breach of the Contract, the consumer is entitled to:

- Have the defect removed by way of being delivered a new defect free product or the missing part if such is not unreasonable with respect to the nature of the defect in question; in case of a component part affected by the defect, the consumer can only claim that the component part in question be replaced ; if such is not feasible, the consumer may withdraw from the agreement; if, however, the above is not reasonable with respect to the nature of the defect in question, especially if the defect can be removed without undue delay, the consumer is entitled to have the defect removed for free;
- Have the defect removed by way of repair;
- Be given a reasonable discount on the purchase price; or
- Withdraw from the agreement.

When claiming the defect in question, the consumer informs the Seller as to which of the aforementioned options the consumer has selected and does so either immediately

or without undue delay thereafter whereby the selected option can be then changed only if so approved by the Seller; with the exception of a defect requested by the consumer to be repaired and subsequently being identified as irreparable. If the defects are not removed by the Seller within a reasonable period or if the consumer is informed by the Seller that the defects in question will not be removed, the consumer may claim a reasonable discount on the purchase price instead of withdrawing from the Contract.

If the consumer fails to select one of the options mentioned above, the rights implied by immaterial breach apply – see below.

In addition to cases where the Seller cannot deliver a new defect free product, replace the component part or repair the product, consumer is entitled to a reasonable discount also in cases where Seller fails to remedy the situation within a reasonable period or where the remedy would cause significant inconvenience to the consumer.

#### Immaterial Breach

If improper performance constitutes other than material breach, the consumer is entitled to have the defect removed or to be given a reasonable discount on the purchase price.

Unless the consumer claims the discount on the purchase price or withdraws from the Contract, the Seller may deliver the missing part(s) or remove the legal defect. Other defects can be removed at Seller's discretion either by way of repair or delivery of a new product.

If the Seller fails to remove the defect in due course or refuses to remove the defect, the consumer may claim a reasonable discount on the purchase price or withdraw from the agreement whereby the selected option can then be changed only if so approved by the Seller.

#### Gift

The consumer acknowledges that if the goods are delivered along with any gift, the Seller and the consumer enter into a contract of donation on the resolutive condition that such contract of donation terminates as soon as the consumer enjoys its right and withdraws from the purchase Contract whereby the consumer must return the goods in question along with the gift(s) and everything obtained in relation thereto; if not returned, the same will be considered unjust enrichment. If the profits acquired by unjust enrichment cannot be returned, the Seller may and can claim monetary compensation in the amount of ordinary price.

## 17. INTELLECTUAL PROPERTY

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the usage licensors authorise expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

## 18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website/app by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website/app, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website /app through any attack of denial of service or an attack of distributed denial of service. You are not authorized to use this website/ app to send spam or junk e-mails or chain messages, and to create false messages falsifying the identity of other consumers.

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

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

## 19. LINKS FROM OUR WEBSITE

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

## 20. WRITTEN COMMUNICATION

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

## 21. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter.

As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

## 22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs. The registered user is not entitled to allow the use of his/her "My Account" to third parties.

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

## 23. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

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

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

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

## 24. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of

exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

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

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

## 25. PARTIAL ANNULMENT

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

## 26. ENTIRE CONTRACT

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

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

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

## 27. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time. The changes and modifications shall take effect on the day of their publication on the website [www.bershka.com](http://www.bershka.com). If you do not agree to the changed and modified Conditions, you are entitled to cancel your account, otherwise we will assume that you agree with them.

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

Our Shopping Guide on our website forms an indivisible part of these Conditions and it should be interpreted and applied in their context. The above provisions concerning modification and changes apply equally to the Shopping Guide.

## 28. APPLICABLE LEGISLATION AND JURISDICTION

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

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

If the consumer as a buyer considers his/ her rights have been breached, he/ she can address his/ her complaints to the Seller via the email address [contact\\_cz@bershka.com](mailto:contact_cz@bershka.com) in order of an out-of-court settlement. According to the Czech Consumer Protection Act, the consumer has the right to the out-of-court settlement of consumer disputes concerning the purchase contract with the Seller, if the consumer is not satisfied with the settlement of his/ her claim by the Seller, or if the Seller and the consumer have failed to resolve the dispute in any other way. The entity responsible for the out-of-court settlement of consumer disputes is the Czech Trade Inspection, with address at Štěpánská 567/15, 120 00 Praha 2, ID: 00020869, internet address: <https://www.coi.cz/en/>.

The consumer initiates the out of court-settlement of consumer disputes by submitting his/ her motion to the Czech Trade Inspection (in writing or orally into the record or electronically via the online form on the website of the said Czech Trade Inspection: <https://www.coi.cz/en/alternative-dispute-resolution-for-consumer-disputes-adr/>).

If the purchase between the Seller and the consumer has been concluded online through the website of the Seller, the Seller in line with EU Regulation No. 524/2013 hereby informs the consumer that the consumer is entitled to settle with the Seller the consumer dispute out of court through the platform for the online dispute resolution ; internet address: <http://ec.europa.eu/consumers/odr/>.

The Seller is entitled to sell goods on the basis of the trade license. A trade control is carried out under authority of the respective Trade Licensing Office.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

## 29. COMMENTS AND SUGGESTIONS

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

Moreover, there are official claim forms available to consumers and users. Those can be requested by sending us an email to [contact\\_cz@bershka.com](mailto:contact_cz@bershka.com) or through the contact form.

Last updated on [11/04/2022]



ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

Address: Inditex Česká republika, s.r.o.,  
Rybná 682/14, 110 00 Prague 1, Czech Republic and email address  
[contact\\_cz@bershka.com](mailto:contact_cz@bershka.com).

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

- Ordered on/received on (\*)
- Name of consumer
- Address of consumer
- Signature of consumer (only for paper forms)
- Date
- (\*) Delete as appropriate