

Terms and Conditions

1 INTRODUCTION

This document (together with the documents mentioned hereafter) defines the conditions that govern the purchase of products via the website www.bershka.com (hereinafter "Conditions") by users within Germany.

Please read these Conditions, our [Cookies Policy](#) and our [Cookies Policy](#) (hereinafter together "Data Protection Provisions") carefully before purchasing our products. By placing an order on this website you agree to these Conditions and our Data Protection Provisions. If you do not agree with the Conditions and the Data Protection Provisions, you cannot use this website.

We may change these Conditions. You are therefore obliged to read the Conditions on a regular basis, as the Conditions that are valid at the time of concluding the contract (see below) will apply.

If you have questions regarding the Conditions or the Data Protection Provisions, you can always contact us using our [Withdrawal form](#).

You may conclude the contract (see below) in either German or English.

2 OUR DETAILS

Goods on this website are sold by Bershka Deutschland B.V. & Co. KG, a German company with its registered office at Mönckebergstr. 11, 20095 Hamburg, entered in the Hamburg Commercial Register under HRA 112980, with VAT ID number DE 276 352 142.

3 YOUR DETAILS AND USE OF THIS WEBSITE

The information and personal data that you provide are processed in compliance with the Data Protection Provisions. By placing an order on this website, you agree to the processing of your information and data and guarantee that all the information and data that you have provided are correct and appropriate.

4 USE OF OUR WEBSITE

By placing an order on this website you agree:

- i. To use the website exclusively for lawful enquiries and orders.
- ii. Not to place any bogus or fraudulent orders. If, on a reasonable basis, we should suspect that a bogus or fraudulent order has been placed, we have the right to cancel the order and to inform the relevant authorities.

- iii. To provide us with your full and complete email address, postcode and/or other contact details, and in addition, you agree that we may use this information to get in touch with you if required, within the context of your order (see our [Privacy Policy](#)).

If you do not provide us with all the information required, you cannot place an order.

By placing an order on this website, you confirm that you are at least 18 years old and have the right to legally conclude binding contracts.

5 SERVICE AVAILABILITY

The items offered to you via this website are available for delivery only within Germany, excluding Helgoland and Büsingen.

If you wish to order products from another EU member state outside of Germany via this website you are of course welcome to do so; however, the ordered products can only be delivered to a Bershka store or a delivery address within Germany (except Helgoland and Büsingen).

6 CONTRACT CONCLUSION

The information contained in these Conditions and on the website does not comprise an offer of sale, but an invitation to conclude a transaction. Any contract between you and us for a particular product is only concluded once your order has been expressly accepted by us. If we do not accept your offer, any amounts that have been debited from your account will be refunded in full.

To place an order, you must complete the online purchase process. You will find a detailed description of the purchase process in the [Shopping guide](#). Once you have placed one or several items that you wish to buy in your shopping basket, you can proceed with your order. Please follow the purchase steps and complete and check the information required for each step. In addition, during the purchase process you can change your order and correct any mistakes that have been made before making payment. In the next step the purchase is processed and payment is taken. The purchase process is concluded by clicking the button "Pay Now". After this, you receive an email from us in which we confirm receipt of your order ("order confirmation"). Please note that this does not mean that your order has been accepted, as your order only represents an offer to buy one or several products from us. All orders require acceptance on our part, which is made via an email to you confirming that the order has been dispatched ("dispatch confirmation"). The contract for the sale of a product ("contract") is only concluded once we have sent you the dispatch confirmation.

The contract refers only to those items that are listed in the dispatch confirmation. We are not obliged to deliver other ordered items until the dispatch of these items has been confirmed in a further dispatch confirmation.

If you are registered as a user, you can find a list of all your orders under "My Account".

7 RIGHT OF REFUSAL

We reserve the right to remove products from our website at any time and to remove or change materials or content. Although we always make every attempt to process all the orders that we receive, extraordinary circumstances can mean that we have to refuse to process an order once the order confirmation has been sent. We reserve the right to carry this out at any time, at our discretion.

We are not liable towards you or third parties for the removal of products or changes to materials or content from/on this website, or for the refusal to process an order following dispatch of an order confirmation.

8 DELIVERY

All product orders are subject to availability. As long as no extraordinary circumstances dictate otherwise, we will make every effort to deliver the products listed in the dispatch confirmation before the stated delivery date. If no delivery date was given, we will deliver during the anticipated period indicated on the selection of the dispatch method and in every case within a deadline of 30 days from the date of the dispatch confirmation. Please note that the items included in your order can be shipped from different locations and can therefore be delivered separately and at different times.

However, unforeseen circumstances or the delivery area can result in delays for items that have been modified in accordance with customer preferences.

For the virtual gift card (hereinafter referred to as "eCard") delivery shall take place on the date specified by you when placing the order.

If we are unable to meet the delivery date for any reason whatsoever, we shall inform you and give you the option of continuing with the purchase by determining a new delivery date or cancelling the purchase with a full refund of the amount you have already paid. Please note that we do not deliver to your home address on Sundays. Only the eCard is an exception to this rule. It will be sent to the email address you provide on the date you select on our website.

Within the meaning of these Conditions, "delivery" is deemed to have been carried out, i.e. the order is deemed as having been "delivered", as soon as you or a third party designated by you have/has taken possession of the goods. This is verified by the signature on the receipt confirmation for the order sent to the delivery address that you have provided.

The eCard is deemed to be delivered in accordance with the Conditions of Use for gift cards at the time it was sent to the email address you specified.

9 UNDELIVERABLE CONSIGNMENT

If your order cannot be delivered for reasons for which we are not responsible, it is returned to us after the failure of several attempts. In this case, we assume that you wish to withdraw from the contract which is then automatically switched to a contractual obligation for restitution. As a result, we will reimburse all

the payments we have received from you (excepting the additional dispatch costs that were incurred if you selected a different form of delivery from our standard delivery) immediately and in any case within no more than 14 days from the date on which we received notification of the cancellation of this contract.

This clause does not apply to the eCard, the delivery of which is subject to the provisions stipulated in the Conditions of Use for gift cards and the provisions of Clause 8 above.

10 CUSTOMIZED PRODUCTS

The website allows you to customize some of the products by including texts and characters that you can select from the options available to you for each product. Those products that are customizable will be indicated as such. In the Buying Guide you can find more information about this option. You should be aware that, due to technical or other reasons beyond our control, the actual colors, textures and sizes may vary from those displayed on your screen. Also, you should keep in mind that because they are personalized garments, it will not be possible to return or exchange these products. You warrant that you are authorized to use the texts and other elements that are part of the customization of the products. While we reserve the right to refuse your customization or to cancel orders for personalized products for breach of these conditions, you will be solely responsible for the customization you request. We may refuse your personalization or cancel orders for personalized products in the event that we detect that the customization consists of, or includes, inappropriate elements, owned by third parties or otherwise illegal. We do not assume an obligation to verify, nor do we assume responsibility for, the texts or other elements that are part of the personalization created by the users of this service. We do not guarantee the legality of such texts, or other elements, and, consequently, we do not assume any responsibility for the damages and / or losses that may arise for any user (s) and / or any other third parties - and whether individuals or public or private entities - derived directly or indirectly from the use of personalization or that keep any type of relationship with said personalization and / or its products.

11 TRANSFER OF RISK AND OWNERSHIP FOR THE PRODUCTS

From the time of delivery, the risk of accidental loss and accidental deterioration of the products is transferred to you.

Ownership of the goods is transferred to you only after the complete payment of all the amounts due for the products, including the dispatch costs or any other costs incurred by delivery (see Clause 8 above), if these should be incurred at a later point in time.

12 PRICE AND PAYMENT

12.1 GENERAL

The purchase price of the products corresponds to the price set out on our website, unless this is a clear mistake. Although we make every effort to ensure that the prices given on the website are correct, it is

still possible for errors to occur. If we identify an incorrect price for a product that you have ordered, we will inform you of this as quickly as possible and give you the opportunity to place the order again at the correct price or to cancel it. If it is not possible for us to contact you, the order will be deemed to have been cancelled and you will receive a refund of all the amounts that you have already paid.

There is no obligation on our part to sell you any product at an incorrect lower price (even if you have already received a dispatch confirmation) if the price given is a clear and evident error, and it could be reasonably assumed that you would have recognised it as such.

The prices given on the website include VAT but do not include delivery costs. These are added to the total amount due in accordance with the information in our [Shopping guide](#). The total price, including the purchase price of the products, the delivery costs and VAT are displayed before the final confirmation of your order.

Prices are subject to change at any time. Unless an agreement to the contrary has been made, such price changes shall have no effect on the orders you have already placed and for which we have already sent you an order confirmation.

If you pay using PayPal, you are charged when we confirm your order.

By clicking the button "Pay Now", you confirm that you are the legal holder of the credit card or the gift certificate or eCard you use.

Credit cards are subject to validity checks and authorisation by the relevant credit card institution. If said institution should refuse authorisation for the payment to us or to the service provider responsible for payment handling pursuant to 11.2, we shall not be liable for delays or non-delivery and may be unable to enter into a contract with you.

12.2 PAYMENT HANDLING

Bershka Deutschland B.V. & Co. KG has engaged Fashion Retail S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981 with the processing of payments and refunds.

Payment can be made with Visa, MasterCard, American Express, Klarna, Apple Pay and PayPal. In addition, you can pay the total amount or part of the amount with a gift certificate or an eCard.

In order to minimise the risk of unauthorised access, your credit card data is encrypted. As soon as we have received your order, we or the service provider engaged by us will ask for temporary authorisation from the relevant credit institution in order to guarantee that the funds required will be available on conclusion of the transaction. Your credit card is charged only once your order leaves our warehouse.

11.3 ORDER WITH THE HELP OF ELECTRONIC DEVICES

If you wish to place the order using an electronic device provided by us within a Bershka store, you must follow the steps that appear on the device during the purchase process. You can customize all the details

of your order during the ordering process. In this context, you can, for example, choose the payment method or order the selected items as a gift, if available, before completing your order. Please note that you agree to the payment of your order by pressing the button "Pay now".

Payment can be made by Visa, MasterCard, American Express, Klarna, Apple Pay and PayPal. In addition, you can pay the entire amount or a partial amount with a gift card or eCard. You can also pay your order at the cash desk in the respective Bershka store. In this case, you have the opportunity to use all payment options offered in the respective store, with the exception of gift cards.

13 PURCHASE AS GUEST

It is also possible to make purchases on this website using the "Purchase as Guest" function. With this purchasing procedure, only the data necessary for processing your order are required. Following the conclusion of the purchasing procedure, you are asked whether you would like to set up an account or continue as a non-registered user (guest).

14 INSTANT DELIVERY

If you have selected the "Deliver to store" option as the delivery method, we will inform you at the end of your order if our "instant delivery" service is available for the items in your order. Since this service depends on inventory and other factors, this option cannot be guaranteed for all your orders. If we have informed you that "instant delivery" is available, your order will be ready for collection at the Bershka store of your choice earlier than the estimated delivery date stated in our Buyer's Guide on our website. In this case, we will inform you of the earliest possible time for collection once your order has been prepared at the store.

You can either collect the order yourself (by showing the order number and proof of your identity) or authorize another person to collect the order on your behalf. In this case, the authorised person must present the order number and proof of his/her identity.

These conditions, as well as the other provisions of these Terms and Conditions, apply to you if you have made a purchase and been able to benefit from the "Instant Delivery" service.

15 QUICK BUY

The quick buy function (hereinafter "Quick Buy") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing or payment data for each purchase. "Quick Buy" can be found in the shopping basket area.

To use Quick Buy, you need to register for a customer account and to save your card details. You can do this when you pay with a credit card accepted by this website by clicking "Save my card details". The following card details are saved: Card number, cardholder name (as on the card) and expiry date. Quick Buy purchases require payment by credit card.

To save your card details and to use Quick Buy, you must accept the applicable [Privacy policy and Terms and Conditions](#).

By agreeing to use the Quick Buy function, you give authorization for purchases made via the tool to be charged to the card linked with the tool. Use of the card is always subject to the conditions agreed in writing between you and the card issuer.

You can save the details of up to 15 cards for Quick Buy. To this end, you must pay with each card at least once. If you would like to save the details of more than one card, the card whose details were last saved is considered to be your “preferred card” and will be charged for Quick Buy purchases as standard. However, you can change your preferred card for Quick Buy on this website under “My account”.

To use Quick Buy, simply click the “Quick Buy” button shown in the shopping basket. A window will then appear with the shipping, billing and payment data for your purchase. The data in this window cannot be edited. You should cancel the purchase if the data are incorrect. If you wish to make purchases using different information, please do not use the Quick Buy service.

16 RIGHT OF CANCELLATION AND RETURN

16.1 Statutory right of cancellation

CANCELLATION POLICY

Right of cancellation

If you conclude a contract with us as a consumer, you have the right to cancel it within the statutory cancellation period without having to provide a reason.

The cancellation period ends 14 days following the day on which you, or a third party designated by you (who is not the carrier) took ownership of the goods, or, in the case of several items in separately delivered packages, 14 days after the day on which you, or a third party designated by you (who is not the carrier) took ownership of the last item.

In order to exercise your right of cancellation, you must explicitly inform us of your intention to cancel the order in one of the following ways; e.g. a letter sent by post, verbally by telephone or by email. Optionally you can also use our [pro forma cancellation form](#) for this, which is, however, not mandatory.

- i. By post:

Bershka Deutschland B.V. & Co. KG

Mönckebergstraße 11

22095 Hamburg

Germany

ii. By email:

contact_DE@bershka.com

iii. By phone:

0800 1888 925

iv. Using the online form:

[Online form](#)

In order to observe the cancellation deadline, you must send your notification of cancellation before the expiry of the cancellation period.

There is no right of cancellation for:

- i. Contracts for goods that are not ready-made and that have been manufactured according to an individual selection or the wishes of the consumer, or that have clearly been tailored to the personal requirements of the consumer.
- ii. Contracts for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been broken following delivery,
- iii. Contracts for the delivery of sealed goods that are not suitable for return for health protection or hygiene reasons, if the seal has been removed after delivery.

Consequences of cancellation

If you cancel this contract, we will reimburse all the payments we have received from you including shipping fees to the original delivery place (excluding additional dispatch costs that were incurred if you selected a different form of delivery other than our standard delivery) immediately and within no more than 14 days from the date on which we received notification of the cancellation of this contract. We use the same payment method for this reimbursement as was used for the original transaction. In no case will you be charged for the reimbursement of your payment. Irrespective of

the above, we can refuse reimbursement until we have received the goods that you are returning or until you provide us with proof of postage, whichever occurs first.

You must return and/or hand over the goods to us immediately and in any case within no more than 14 days from the date on which you inform us of your cancellation of the contract. The deadline is deemed to have been observed if you send the goods before the expiry of the 14-day period.

- i. The return of the goods is free of charge for you if you return the goods to a Bershka store in Germany. Otherwise goods return is free of charge for you for the first return of an order if you would like to return goods at post collection points. In the case of several ordered items as part of a single order, if you cancel further items from this order at a later point and want to return these items, you will be liable for the return costs for this second return. These costs will be deducted from the amount to be refunded to you. Return to a store:

You can return all items to any Bershka store in Germany that stocks the same range of goods as the item you wish to return. In this case, as well as the item that you wish to return, please show the branch the e-ticket that was attached to the dispatch confirmation and is also saved in your account on the website or the Bershka app. You can either show the e-ticket in digital form on your mobile phone or as a printout.

- ii. Return via a collection point:

In addition, you can apply to return goods via a collection point in Germany (handover to the Post Office or at a Pack station). Once the application has been checked, you will receive a confirmation email with the pre-paid return label, which you can print out and stick onto the package. Please note that you cannot use this returns method for items that were paid for at a till instore. To receive a pre-paid return label please proceed as follows:

Please log in to "[My Account > Returns](#)" and follow the instructions. If you do not have a bershka.com customer account, please click on the link that you will find in the order confirmation as well as in the dispatch confirmation email. In this case, please include a printout of the e-ticket that was attached to the dispatch confirmation for the relevant item and is also saved in your account on the website or the Bershka app with the returned goods.

Please note that goods purchased at a Bershka store in Germany with the help of an electronic device provided by us and paid at the cash desk of the store can only be returned free of charge to Bershka stores in Germany.

Otherwise, you can return goods to the following address at your own expense:

ARVATO (Panattoni Logistics Center)

KOLUMBA 8

62-052 KOMORNIKI (Komorniki)

POLAND

If you decide to return the goods to us at your own cost, please include a printout of the e-ticket that was attached to the dispatch confirmation for the relevant item and is also saved in your account on the website or the Bershka app with the returned goods.

We will check the returned items and inform you of your right to a credit for the amounts paid. The credit is issued as quickly as possible, and within 14 days from the date on which we received notification of your cancellation in every case. Irrespective of the above, we can refuse reimbursement until we have received the goods that you are returning or until you provide us with proof of postage, whichever occurs first. The reimbursement is always made using the same payment method that you used to pay for your purchase.

If the goods suffer a loss in value, you must pay for this only if said loss in value is due to unnecessary handling of the goods to check their quality, characteristics and functionality.

END OF THE CANCELLATION POLICY

16.2 Contractual right of return

In addition to the statutory right of cancellation for consumers and users pursuant to the above Clause 14.1, we also grant you a contractual right of return. This allows you to return items to us, accompanied by the e-ticket, within a period of one month from receipt of the dispatch confirmation email. You are liable for the return costs. In the event of a refund, these are deducted from the amount to be refunded to you according to the payments made by you. In order to exercise your right of return, you can return the goods to us via one of the following options:

- i. Return to a store:

You can return all items to any Bershka store in Germany that has a department with the same range of clothing. In this case, as well as the item that you wish to return, please also show the store the e-ticket that was attached to the dispatch confirmation for the relevant item and is also saved in your account on our website or the Bershka app. You can either show the e-ticket in digital form on your mobile phone or as a printout.

- ii. Return via a collection point:

In addition, you can apply to return goods via a collection point in Germany (handover to the Post Office or at a Packstation). Once the application has been checked, you will receive a confirmation email with the pre-paid return label, which you can print out and stick onto the package. Please note that you cannot use this returns method for items that were paid for at a till instore. To receive a pre-paid return label please proceed as follows:

Please log in to "[My Account > Returns](#)" and follow the instructions. If you do not have a bershka.com customer account, please click on the link that you will find in the order confirmation as well as in the dispatch confirmation email.

Please note that in respect of orders that were originally placed through an electronic device in a Bershka store in Germany and that were paid for at the till of that store, returns can only take place in any Bershka store in Germany, and not by any other method.

You can also return goods to the following address at your own expense:

ARVATO (Panattoni Logistics Center)

KOLUMBA 8

62-052 KOMORNIKI (Komorniki)

POLAND

If you decide to return the goods to us at your own expense, you must enclose a printout of the e-ticket, which you received attached to the shipping confirmation email for the respective item and is also available in your account on the website or the Bershka app.

The clothes must be unused and in their original condition and must still have the original, intact inside label.

We will check the returned items and inform you of your right to reimbursement of the amounts paid for the returned items. You will be reimbursed as quickly as possible, and within 14 days from the date on which you returned the goods to us in every case. The purchase price is reimbursed in the same way as payment was made. Therefore, in the case of payment with an EC card or credit card, the same card is required for reimbursement. If a gift voucher was used, you will receive a credit note that is valid exclusively in Germany for an unlimited period of time which you can use purchase goods in all Bershka stores or online at <http://www.bershka.com>. The credit balance on the credit note cannot be reimbursed or paid out in cash.

Please note that you can only exercise your right of return for products that are returned in the same condition in which they were delivered. If the use of the item exceeds, for example, the mere checking that would occur in a physical store, there is no reimbursement for damaged items or items that are not in the same condition as they were received.

Underwear and swimwear without a hygiene sticker, earrings, tights, accessories without the original packaging, goods that have been customised to the customer's wishes, perfumes where the original seal has been removed as well as goods that were purchased abroad cannot be returned or exchanged, unfortunately.

If the items you purchased were paid for with a voucher, the General Terms and Conditions for Use for Vouchers shall apply.

This right of exchange and return irrespective of defects that we grant also applies to your statutory warranty claims.

If you have any questions, you can contact us via our [online form](#) or on the number 0800 1888925.

16.3 Right Of Withdrawal And Return For Orders From Abroad

We would like to inform you that we are under no circumstances (with exception of your statutory warranty right to which this clause does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Germany.

17 LIABILITY AND EXCLUSION OF LIABILITY

Claims for compensation by the consumer are excluded. Excluded from this are:

- i. Damages arising from injury to life, body and health that are the result of a violation of duty on our part or a violation of duty on the part of one of our legal representatives or our vicarious agents and
- ii. Other damages that are the result of an intentional or grossly negligent violation of duty on our part or on the part of one of our legal representatives or our vicarious agents.

In the case of the negligent violation of contractual duties, the fulfilment of which is essential in order to make the execution of the contract possible and compliance with which you as a customer may regularly rely on (known as cardinal duties), our liability is limited to compensation for foreseeable, typical damage.

The provisions of the German Product Liability Act remain unaffected.

Subject to the foregoing clause and unless determined differently in these Conditions, in the case of contracts with companies within the meaning of Section 14 of the German Civil Code (BGB), we do not accept liability for the following losses in particular:

- i. Loss of earnings or sales
- ii. Business losses
- iii. Loss of profit or contracts

- iv. Losses from anticipated savings
- v. Loss of data transmitted to us and
- vi. Loss of administration or office time.

The liability limitations do not apply if we have maliciously concealed defects or assumed a guarantee for the quality of the item. The same applies if we have come to an agreement with you regarding the quality of the item.

The provisions contained in this clause do not limit your rights as a consumer and customer, or your right to terminate the contract.

18 WARRANTY

All the product descriptions, information and materials set out on this website are "as seen" and made available without any express or tacit guarantee, unless determined by law. If you conclude a contract within this meaning as a consumer or customer, we are obliged to deliver goods in line with the contract. The goods are in line with the contract if they (i) comply with the description and the quality as displayed on our website, (ii) are suitable for the purpose for which items of this type are usually used and (iii) are of the quality that is usual for this type of item and can reasonably be expected from it.

The products sold by us – in particular handicraft products – often display characteristics that are usual when manufacturing with natural materials. These characteristics – such as irregularities in threads, texture, knots and colour – are not deemed to be faults or damage. We only ever select the best quality products. Natural deviations are, however, unavoidable and should be accepted as part of the individual nature of the item.

19 INTELLECTUAL PROPERTY

You hereby confirm and agree that we or our licence provider shall retain at all times all copyrights, trademarks and all other intellectual and industrial property rights to materials and content that are made available by us as part of the website. You may use this material only in compliance with the express authorisation given by us or our licence provider. This regulation does not prevent you from using this website to the necessary degree in order to copy information on your orders or contact details.

20 VIRUSES, PIRACY AND COMPUTER ATTACKS

You must not intentionally misuse this website by introducing viruses, Trojan horses, worms, logic bombs or other software or materials that are malicious or technically harmful. You will not attempt to facilitate unauthorised access to this website, or to the server via which the website is made available, or to another server, computer or database that is connected with this website, by devious means. You hereby undertake that you will not attack this website with a Denial of Service attack or a Distributed Denial of Service attack.

Non-compliance with this clause can be deemed a punishable offence pursuant to the valid provisions. We inform the relevant authorities about every violation of these statutory provisions and work together with them to identify the culprits. If you should violate this clause, your authorisation to use this website will be revoked immediately.

We are not liable for any damage or losses due to a Denial of Service attack, virus or other software or materials that can be malicious or technically harmful to your computer, your equipment, your data or your materials, caused by the use of this website or by downloading content from this website or from any linked websites.

21 LINKS ON OUR WEBSITE

Subject to the regulations on the limitation of liability, we are not liable for the content and layout of the websites of third parties that are linked on our website. The links are purely of an informative nature and are not meant as an additional service. In particular, we distance ourselves completely from the content of the linked websites. In addition, we have no obligation to review the content of the linked websites on a regular basis. At the time that said websites were linked by us, there was no illegal content on the linked websites that we could identify.

22 WRITTEN NOTIFICATIONS

Applicable law states that some of the information or notifications that we send you must be in writing. When placing an order via this website you accept that any communication with us will primarily be electronic, for example by email. For contractual purposes, you agree to this form of electronic communication and confirm that all contracts, invoices, notifications, information and other messages that we make available to you in electronic form fulfil the statutory requirements that these must be made in the written form. Your statutory rights remain unaffected by this provision.

23 NOTIFICATIONS

All notifications that you send us should ideally be sent to us via our [online form](#). Subject to the provisions in Clause 21 above and unless it has been agreed otherwise, we can send you notifications either by email or to the postal address that you gave us when you placed your order.

A notification is deemed to have been received and properly carried out within 24 hours after an email has been sent or three days following the mailing date for a letter. In order to prove receipt of messages sent, verification that – in the case of a letter – the letter was properly addressed, stamped and sent, and – in the case of an email – that the email was sent to the email address provided by the recipient, is sufficient.

24 TRANSFER OF RIGHTS AND OBLIGATIONS

The contract between you and us is binding both for you, as well as for us and our successors, assignees and heirs.

You are not authorised to transfer or to otherwise dispose of your contract or any of your rights and obligations within the framework of such a contract without our prior written authorisation.

During the term of this contract, we are authorised to transfer or otherwise dispose of the contract as well as all our rights and obligations within the framework of the contract at any time. Insofar as this concerns a complete change of contracting party on our part or at least a complete transfer of all our obligations to a third party, you are entitled to withdraw from the contract. In order to avoid any misunderstandings, it is hereby recorded that such transfer, assignment or other disposal shall not affect your statutory rights as a consumer, as applicable, and shall also not revoke, reduce or limit in any other way the statutory warranty claims that have been expressly or tacitly granted to you.

25 FORCE MAJEURE

We are not liable or responsible for the non-fulfilment or the delay in fulfilment of our obligations within the framework of the contract that are caused by events that are outside of our control ("force majeure").

Force majeure includes all actions, events, non-occurrence of events, omissions and accidents that are outside of our control, including the following cases:

- i. Strikes, lockouts and other industrial action
- ii. Unrest, riots, invasions, terrorist attacks or the threat of terrorist attacks, war (whether declared or not) or the threat of or preparation for a war.
- iii. Fires, explosions, storms, floods, earthquakes, collapsed buildings, epidemics or other natural disasters
- iv. The impossibility of using railways, ships, planes, road transport or other public or private means of transport
- v. The impossibility of using public or private telecommunications systems
- vi. Introduction of or change to legislation, edicts, laws, ordinances issued by governments or authorities.
- vii. All strikes, breakdowns or accidents in the maritime or domestic transport system, the post or other forms of transport

Our duty to fulfil the contract is suspended for the period that the state of force majeure persists and we shall be granted an extension for fulfilment that corresponds to the duration of this period. We will make every effort to end the period of force majeure, or to find a solution that will enable us to fulfil our obligations within the framework of the contract, despite the occurrence of force majeure.

26 WAIVER

If, at any time during the course of the contract, we should neglect to insist on the strict fulfilment of your duties within the framework of this contract or these Conditions, or if we do not exercise any rights or legal means that are due to us within the framework of this contract or these Conditions, this does not represent a waiver of these rights and legal means or a restriction of these rights and legal means and does not release you from their fulfilment.

A waiver on our part of a specific legal mean does not imply a waiver of other rights or legal means in this contract or these Conditions.

A waiver on our part in relation to your obligations according to this contract or these Conditions shall only become effective if you have been expressly notified that this is a waiver on our part and this notification is made in writing, as specified above under “Notifications”.

27 SCOPE OF THE CONTRACT

These Conditions and all associated documents ([Data Protection Declaration](#), [Cookies Policy](#)) form the full contract between you and us in relation to the purpose of the contract and replace all previous agreements, arrangements or conditions, irrespective of whether they were made verbally or in writing.

We (you and us) hereby confirm that at the conclusion of contract, neither you nor we shall make reference to any declaration or agreement that was made by the other party or that can be derived from any information or documentation governing the negotiations that were held between you and us before the conclusion of the contract, unless this is explicitly stated in these Conditions.

Neither we, nor you, have recourse to any legal means with regard to false statements that were made either verbally or in writing by the other party before the date of the conclusion of contract (unless such a false statement was made with intent to defraud). The only legal recourse available to the other party is the legal recourse provided for in these Conditions in the case of breach of contract.

28 Bershka MMBRS

If you are a registered user and act as a consumer, you will have access to discounts and other exclusive benefits ('BERSHKA MMBRS') both on our website and app and in our physical stores (with the exception of For & From stores, outlets that do not have permanent sales and factories). The conditions applicable to each discount or benefit will always be communicated in accordance with the applicable legislation and will be set out in the conditions applicable to these discounts or benefits (“specific conditions”), which will be duly communicated. These Terms and Conditions of Use and Purchase shall be supplemented in each case by the special conditions applicable to any discount promotions.

29 OUR RIGHT TO CHANGE THESE CONDITIONS

We are entitled to change and revise these Conditions at any time.

The provisions, Conditions and [Data Protection Declaration](#) that were valid at the time you placed your order shall apply for you, unless it is necessary to change these provisions, Conditions and [Data Protection Declaration](#) due to the law or for other governmental reasons. In this case, any possible changes will also apply to any earlier orders that you have placed.

30 LAW AND JURISDICTION

The use of our website and all contracts governing the purchase of products via our website are subject to German law.

All disputes that arise from or in connection with the use of the website or these contracts are governed by the exclusive jurisdiction of the German courts.

Your rights as a consumer within the framework of German legislature remain unaffected.

31 COMMENTS AND SUGGESTIONS

We are always happy to receive your comments and suggestions. Please send all your comments and suggestions using our [online form](#).

If, as a purchaser, you believe your rights have been infringed, you can send your complaint via email to contact_DE@bershka.com so that we can try to achieve an out-of-court settlement.

If you have made an online purchase on our website, we should like to inform you that, pursuant to the European regulation (EU) No. 524/2013, you are entitled to pursue an out-of-court settlement of your consumer dispute via the online dispute resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

We are neither obliged nor willing to pursue dispute settlement proceedings before a consumer arbitration board.

In addition, an official claims form is available for consumers and customers. You can apply for this by calling 0800 1888925 or by using our online form.

Last updated 04.06.2024

TERMS AND CONDITIONS FOR THE BERSHKA APP AND ITS FEATURES

These terms and conditions (hereinafter, the “Terms and Conditions”), in addition to the Terms and Conditions of Use and Purchase for www.bershka.com, specifically regulate access to and use of the services available on the BERSHKA App (the “App”), as well as the different features, all of which can be accessed via the App, and some of which can be independently accessed via other platforms (the “Features”).

The Features include: (i) enabling you to purchase products via the App, which are regarded as Online Store purchases and therefore subject to the Terms and Conditions of Use and Purchase for www.bershka.com; (ii) enabling you to process payments on purchases (hereinafter, “Wallet”) that you make in BERSHKA physical stores (hereinafter, and depending on the relevant reference, the “Physical Store” or the “Physical Stores”); (iii) managing receipts for purchases made in BERSHKA online stores (hereinafter, “Online Store”), and, upon request, receipts for purchases made in Physical Stores, both of which are operated in Germany by BERSHKA Deutschland B.V. & Co. KG (TAX ID: DE 276352142), Mönckebergstraße 11, 20095 Hamburg, Hamburg Local Court HRA 112980; (iv) in addition, enabling you to obtain an electronic receipt or electronic proof of purchase (“Electronic Receipt”), by selecting the “Electronic Receipt” option in the App and presenting the identification QR code in BERSHKA physical stores (“ID QR”). For each transaction, you can choose to receive an Electronic Receipt rather than a paper one; and (v) the option to use the Camera Kit available in the App, through which users may simulate using products available along with virtual props (“Camera Kit”) under the terms and conditions set out below.

1. GENERAL DESCRIPTION OF THE APP’S FEATURES

1.1. Purchasing products on www.bershka.com via the App

Customers can use the App to purchase products on www.bershka.com. Therefore, these purchases are regarded as Online Store purchases subject to the Terms and Conditions of Use and Purchase for www.bershka.com, which must be accepted when making purchases.

1.2. Wallet feature

By using the Wallet feature, you will be able to:

- i. Access your Electronic Receipts** for your purchases in Physical Stores when you initiate the payment with Wallet, or when you have requested or generated Electronic Receipts as set out in sections 1.4 and 1.5. In addition, you will be able to access electronic receipts for the Online Store;
- ii. Manage payment cards and gift cards:** You will be able to add cards which will be used to make payments which have been initiated using Wallet in Physical Stores. Should there already be cards

saved via the express purchase option used for online purchases, they will automatically be available to make it easier for you to activate them as Wallet payment cards.

By entering details for a new card, you are authorising us to check the validity of cards and gift cards whose details you would like to save. The process for this check includes potentially debiting your card via the micropayment security system.

If so, this micropayment amount will be refunded within a maximum period of one month from the date that your card is debited. As well as managing the cards themselves, Wallet may ask you to create a password for them, depending on the security mechanisms enabled on the device running the App.

iii. Initiate payments using Wallet: In order to process payments with Wallet in Physical Stores authorised for such purposes, you must follow the instructions provided by staff from the store in question.

In any event, please be advised that in order to initiate payments via Wallet, you must present the QR code generated by the App so that it can be checked by staff and read by the technical equipment in place in the till area in the Physical Store.

Wallet may ask you to enter the Wallet Password in order to generate the QR code to enable you to process the payment, depending on the security mechanisms enabled on the device running the App.

The items will be handed over to you when you authorise initiating the payment for purchasing them, by presenting the ID QR to store staff and when the code is read by the technical equipment in place in the till area in the Physical Store.

In any event, purchases where you have initiated the payment via Wallet will be governed by the terms and conditions of purchase of the Physical Store in question. Therefore, any complaint relating to the contract between you and the Physical Store in question must be directed to BERSHKA Deutschland B.V. & Co. KG, Mönckebergstraße 11, 20095 Hamburg or, if relevant in a specific case, for example, due to purchases being made in Physical Stores located in countries other than Germany, to the corresponding company. Wallet is a free service.

However, your card issuer may charge fees for payments made using it. For more information, please check the terms of your contract with your card issuer. Furthermore, your telecommunications services operator may charge you for using the telecommunications network for accessing Wallet.

For more information, please check the terms of your contract with your network provider. You may only use Wallet for initiating payments at the stores outlined. Using Wallet for other purposes is strictly prohibited.

Therefore, we reserve the right to remove you as a user and, for that purpose, cancel your account and hold users appropriately accountable for improper or fraudulent usage, or for failing to comply

with the rules and procedures included in these Wallet Terms and Conditions and/or other legal texts applying to Wallet, the App and/or the Service.

1.3. Personal identification as a BERSHKA user by showing the ID QR.

The ID QR can be used to verify the customer's identity at the Physical Store, simplifying the process and delivering a better shopping experience as a result. In turn, the ID QR will enable the user to take part in promotions and enjoy other benefits, subject to the corresponding terms and conditions applying in each case.

1.4. Obtaining Electronic Receipts for purchases in Physical Stores

If you are a registered user but do not want to register a payment card (specifically for the Wallet feature), the App will automatically display a unique identification QR code, referred to here as an "ID QR". This ID QR, which can also be accessed via other platforms, and not exclusively via the App, can be used, among other Features, to request and receive Electronic Receipts and electronic proofs of payment in the App. To make use of this Feature, you must: Activate the "Electronic Receipt" option in the App, and show the ID QR. The Electronic Receipt will be automatically sent to the App.

From then on, you will be able to make exchanges or returns in Physical Stores using this receipt, under the terms and conditions which will apply at all times, in accordance with BERSHKA's sales policy and, in any event, in compliance with current legislation.

In this instance, you will not be given a paper receipt. **Therefore, you must understand that, by using this ID QR, and by activating the corresponding option at the same time, you are specifically requesting an Electronic Receipt or digital proof of purchase, and are therefore opting not to receive a paper copy. In any case, you may request a paper receipt whenever you deem necessary.**

In any case, regulations on Electronic Receipts or any other applicable regulation, to which these Terms and Conditions are subject, will always prevail.

If you decide that you would like to deregister as a user, when processing your deregistration, you have the option of asking us to send all of the receipts stored on the App to you at the email address that you have provided to us for that purpose.

1.5. Scanning receipts:

Using a paper receipt, you can generate a digital copy of this receipt by scanning a QR code printed on the receipt. From then on, you will be able to make returns in Physical Stores using this receipt, under the terms and conditions which will apply at all times, in accordance with BERSHKA's sales policy and, in any event, in compliance with current legislation.

1.6 Camera Kit

The Camera Kit feature available in the App is a technology provided by SnapChat which enables users to simulate using products with virtual props using their camera, which can take photographs or videos of them. The photographs or videos can only be stored in the gallery of the user's device or be shared directly by the user on the social media platforms that they have connected and are available for this feature.

BERSHKA does not guarantee that any result obtained will suit the needs of users or be fit for any purpose or aim sought. It cannot guarantee the quality of the result or any exclusivity over the virtual props.

As the user, you confirm to us that: (i) you are the holder of all economic and moral rights over the photograph, exonerating BERSHKA from any type of legal liability relating to the copyright and intellectual property over this content, and that (ii) this photograph (a) will not infringe the rights (including, by way of example, intellectual property or industrial property rights, the right to self-image or personal privacy or any other rights) or interests of third parties, or any applicable standard or legislation (whether international, Spanish or other) and (b) will not reproduce the image of people other than you, nor will it include any element that may be considered offensive or discriminatory (be it on the grounds of race, religion, gender, sexual orientation, or political or union affiliation), unlawful, threatening, libelous, defamatory, obscene, pornographic or indecent, or otherwise inappropriate.

2. AVAILABILITY OF SERVICES OFFERED BY THE APP AND ITS FEATURES

Fully complying with applicable legislation, we reserve the right to amend, suspend or remove, at any time, at our sole discretion and with no warning, either on a general basis or more specifically focusing on one or more users, the availability/accessibility of the App or any or all of the Features, as well as amend, suspend or remove, in the same manner, the availability of the App and/or all or some of the Features.

3. LIABILITY

Except in cases where exclusion of liability is legally limited, we are not liable for any damages that you may suffer as a result of using the App and/or its various Features.

You will only use the App/Features for the purposes for which they have been designed and therefore will not use them improperly or fraudulently. You will be liable to the Company or any other third party for any damages that they may suffer as a result of you improperly using the App/Features.

You will be liable in the following cases:

- a) when, as the case may be, your equipment or devices linked to the App, SIM cards, email addresses and/or any of the passwords are used by a third party authorised by you without our knowledge.

- b) when errors or faults occur when you use the App/Features as a result of your hardware, software or devices malfunctioning or you not having installed the required security mechanisms on the device running the App/Features.

4. INTELLECTUAL, INDUSTRIAL AND OTHER PROPERTY RIGHTS FOR THE APP AND ITS FEATURES.

Any of the elements that form part of or are included in the App/Wallet/other Features belong to or fall under the control of the Company or third parties that have been authorised to use them. Below, they will all be referred to as the “Property” as a whole.

Users will not remove, delete, alter, tamper with or amend in any way:

- Any notes, captions, signs or symbols that either the Company or the legitimate right-holders include in their property in relation to intellectual or industrial property (such as copyright, ©, ® and ™).
- Technical protection or identification features that the Property may contain (such as watermarks and digital fingerprints). Users recognise that, under these Terms and Conditions, the Company will not assign or transfer any rights over its Property or over any third party property to users.

The Company will only authorise users to access and use them in compliance with the provisions set out in these Terms and Conditions.

Users will not be authorised to copy, distribute (including via email or the internet), disseminate, broadcast, amend, alter, transform, assign or, in any other way, engage in activities which involve commercial use of the Property, either partially or fully, without explicit consent from the legitimate holder of the operating rights, provided in writing.

The Property will always be accessed and used for strictly personal reasons only, and never for commercial reasons.

The Company will reserve all rights applying to the Property, including, but not limited to, all intellectual and industrial property rights that it holds over them.

The Company will grant no other usage licence or authorisation to users over its Property other than those explicitly listed in this clause. The Company will reserve the right to terminate or modify the licences provided under these Terms and Conditions at any time.

Notwithstanding the above, the Company may bring legal action against any usage by users which:

- does not comply with the terms and conditions specified herein;
- infringes or violates the Company’s or any other third-party legitimate holder’s intellectual and industrial property rights or other similar rights; or infringes any applicable regulation.

Date of most recent update: 04.06.2024

