GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website (www.bershka.com) and the purchase of products 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 you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of formalization of the relevant Contract (as defined further on) or of use of this website 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 various means listed in the help section of this website.

In addition, you can, if you wish, freely register on the no telephone solicitation list at www.bloctel.gouv.fr.

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

2. OUR DETAILS

Sale of goods through this web page is carried out under the name BERSHKA by BERSHKA FRANCE, SARL with capital of 8.492.700 €, with registered address at 22 Rue Bergère 75009 Paris, registered in the Mercantile Registry of Paris under the number 443 617 725, with Corporate Tax Number FR 92 443 617 725, with the following email address contact@bershka.com and following telephone number: 0 800 918 880 (A toll free call depending on your mobile network).

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR WEBSITE

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

i. Use this website to make legally valid enquiries and orders only.
ii. 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 pertinent authorities.
iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not 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 contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in metropolitan France only, with the exception of Bay of Biscay islands.

If you wish to order products from another EU member state outside of France via this website you are of course welcome to do so; however, the ordered products can only be delivered to a BERSHKA shop or a delivery address within metropolitan France, with the exception of Bay of Biscay islands.

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click " Confirm Purchase". After doing so, you will receive an e-mail, confirming receipt of your order (the "Order Confirmation").

You will be informed via an e-mail in which we will confirm that the order is being accepted and sent (the " Shipment Confirmation").

An electronic ticket with your order details shall be attached to the Shipment Confirmation (the “E-ticket”). We will also contact you when your order is ready to be collected.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. 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, such as fabrication issues, stock issues, payment incident, fraud or fraud attempt linked to the use of the website, that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time. In this case, if the payment is already done, the reimbursement (including delivery charges) will be paid without any undue delay. The refund will always be paid using the same payment means you used to pay for your purchase. In any event, you will not incur any charges as result of such reimbursement.

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

9. DELIVERY

Notwithstanding clause 7 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Shipment Confirmation prior to the date indicated in the Shipment 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, 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 or Sundays, or bank holidays, except in the case of the virtual gift card which will be delivered on the date specified by you. For the purposes of these Conditions, "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 agreed delivery address.

The virtual gift card 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.

In case of orders made using cash on delivery, if 8 days have passed since your order was available for pick-up and in-store payment (you will have received the email “Confirmation of order arrival at store”) and the order has not been picked up due to causes which cannot be attributed to us, we will understand that you wish to withdraw from the contract and we will consider it to be terminated.

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 organise delivery on another day.

If after 15 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 Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which we deem this Agreement to have 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 you.

This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card.

11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery as defined in clause 9 above.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, 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

The price of the products 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 web page 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.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipment Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated on our website section - Delivery.

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.

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up 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 on our website. 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 cards: Carte Bleue, Visa, Mastercard, American Express, Visa Electron and PayPal. Apple Pay and Google Pay are also available on the Bershka mobile app. Also, you can pay all or part of the price of your purchase with a gift card or a voucher of Bershka issued by Bershka France S.A.R.L. Gift cards shall not be paid by means of another gift card.

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, 1st entry, and tax identification number A-70301981 will collect and make refunds on behalf of Bershka France SARL, in relation to all payments made through this online platform. Furthermore, you can pay for your order via cash on delivery, using any payment method that is accepted at the BERSHKA collection stores in France.

However, if you place an order through any of the electronic devices available in certain BERSHKA stores in France, you may also, in some of them, make payment by any of the means of payment available in such stores, except gift cards.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make 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, except for orders placed through electronic devices available in certain BERSHKA stores in France and paid in the till of the store, which will be charged when using your card in such store.

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

When you click "Confirm Purchase", you are confirming that the credit card is yours or you are the rightful holder of gift card or the voucher.

Credit cards are subject to verification and authorization by the card issuing entity, but 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 formalize any Contract with you.

An invoice in electronic format will be made available on our website in the section “My account”, which you agree on.

13. PURCHASE AS A GUEST

This website also allows purchases to be made using the "purchase as a guest" feature. When using this purchase method, you will be asked only for the information that is essential for processing your order. Once the purchase process has been completed, you will be given the opportunity to register as a user or continue as an unregistered user.

An invoice in electronic format will be made available by clicking on the PDF document indicated in the shipping confirmation email, which you agree on.

14. VALUE ADDED TAX

All purchases made through this website are subject to the Value Added Tax (VAT) at the prevailing rate on the date of sale.

15. EXCHANGE/RETURN POLICY

15.1 Legal 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.

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 goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated and by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify us at BERSHKA, at the telephone number 0 800 918 880 (A toll free call depending on your mobile network), or by writing an email at contact@bershka.com 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). You may use the model withdrawal form as set out in 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.

Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery to the original delivery place (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract.

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 fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us at any BERSHKA store in France, through a carrier or drop off the item at any of the delivery points authorized in France using a returns-paid label that we send to you upon your request in accordance with the conditions described below 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 goods before the period of 14 days has expired.

Regarding the costs of return, you will not bear them if you hand the goods over in a BERSHKA store in France.

You will not bear them neither if you return the goods by dropping it off the item at any of the delivery points authorized in France within the first 14 days from the Order Confirmation email. From the 15th day, the costs of return in any of the delivery points authorized in France are borne by you, as indicated in the “return” section of our website. These costs will be immediately deducted from the amount to be refunded to you.

In addition, in case of return at any delivery points authorized in France, we will exclusively bear the costs of the first return of all the goods of the same order, it being specified that the costs of successive returns of the same order will be borne by you, even if you dropped off the goods within the first 14 days from the Order Confirmation email.

When returning the products by a carrier arranged by us, you shall bear the cost of returning the goods. In this case, you shall bear a lump sum as mentioned on our website (see the section “Orders and returns”).

In case of return in store, you must deliver together with the product the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website and on the 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.

You are only liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

15.2 Contractual right of withdrawal

In addition to the legally recognized right to withdraw for consumers, mentioned in clause 15.1 above, we grant you a period of 30 days from the date of the Shipment Confirmation to return the products (except those mentioned in clause 15.3 below, for which the right to withdraw is excluded).

The return of the gift card is also governed by the Terms of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said products, which means that the delivery costs will not be reimbursed.

Regarding the costs of return, you will not bear them if you hand the goods over in a BERSHKA store in metropolitan France.

You will not bear them neither if you return the goods by dropping it off the item at any of the delivery points authorized in France within the first 14 days from the Order Confirmation email. From the 15th day, the costs of return in any of the delivery points authorized in France are borne by you, as indicated in the "return" section of our website. These costs will be immediately deducted from the amount to be refunded to you.

In addition, in case of return at any delivery points authorized in France, we will exclusively bear the costs of the first return of all the goods of the same order, it being specified that the costs of successive returns of the same order will be borne by you, even if you dropped off the goods within the first 14 days from the Order Confirmation email.

When returning the products by a carrier arranged by us, you shall bear the cost of returning the goods. In this case, you shall bear a lump sum as mentioned on our website (see the section "Orders and return").

In case of return in store, you must deliver together with the product the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website and on the 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.

You may exercise your 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, you shall hand the goods over to us within the 30 day term as from the date of the Shipment Confirmation.

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:

i. Customized items
ii. Music CDs/DVDs without their original wrapping.
iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to withdraw from the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. No reimbursement will be made if the product has been used more than just opening it, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession.

The return of the gift card is also governed by the Terms of Use of the Gift Card.

Upon withdrawal, the respective products shall be returned to any BERSHKA store or by dropping off the item at any of the delivery points authorized in France :

(i) Returns at any BERSHKA store:

You may return a product at any BERSHKA store in the country where your product was delivered which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present with the good the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website and on the Bershka mobile app. You can present the E-ticket either by showing it in digital form on your mobile phone or by bringing to the store a print-out of the E-ticket.

(ii) Returns at any of the delivery points authorized in France.

You may return any item by dropping it off at any of the delivery points authorized in France. In order to do this, you must request a return by means of the “drop-off return” method of the “My account” section, and then we will send you by e-mail a return label that must be pasted in the package and dropped off at any of the delivery points authorized in France.

You should leave the item in the same package as the one you received, and follow the directions on the "Returns" section of the website. If you have made a purchase as a guest, you can request to return the products at one of the delivery points authorized in France using the link that it will have been sent to you along with the Order Confirmation. After making the appropriate verifications, you will receive an email with a label that you must paste in the package and return it at any of the mentioned authorized points.

(iii) Returns by carrier

When returning the products by carrier arranged by us, you should contact us through our web form or by phone at 0 800 918 880 (a toll free call depending on your mobile network) to arrange for the product to be collected at your home. You should return the product in the same package received by following the directions on the "RETURNS" section.

The cost of returning the products are subject to the terms provided in the point 15.1 above in case of exercise of legal right of withdrawal and in point 15.2 in case of exercise of the contractual right of withdrawal. The costs of return are detailed on our website.

If you decide to return the products through another mean than the ones listed in points (i) and (ii), you shall in any case bear the costs of returning the products.

In the latter case, we urge you to return the product as soon as possible, together with the product a print-out of the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website and on the mobile app.

Returns of orders placed through electronic devices available in certain Bershka stores in France and paid in the till of the store must take place in any case in Bershka stores in France.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of 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 the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us, as indicated above.

If you have any questions, you can contact us on our contact form or by calling 0 800 918 880 (A toll free call depending on your mobile network).

Returns for orders made using cash on delivery and paid at the till at the store must always be carried out at BERSHKA stores in France.

15.4 Right of withdrawal and return for orders from abroad

If you have ordered products from outside France from another EU member state via this website the above clauses 15.1, 15.2 and 15.3 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within metropolitan France.

At the same time we would like to inform you that we are under no circumstances obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside metropolitan France.

16. CUSTOMIZED PRODUCTS

The Bershka mobile app allow 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. On our website 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.

17. LIABILITY AND WAIVING LIABILITY/WARRANTIES

17.1. Responsibility

We, under these present terms and conditions, shall not be held liable in the case of the non-execution of our obligations would be caused by an act of a third party, your fault or by a case of “Force majeure” such as defined by the article 1218 of the civil Code and by the case-law.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

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

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

17.2. Warranties

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same, except those legally established.

BERSHKA FRANCE SARL whose contact details are specified in point 2 of these Conditions guarantees consumers for the lack of conformity and hidden defects of the products for sale on this web site in accordance with the legal guarantee of conformity within the articles L217-3 and following of the French Consumer Code and the guarantee against hidden defects in the sense of articles 1641 and following of the French Civil Code.

The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

When the sales contract of the goods provides for the continuous supply of digital content or a digital service for a period of more than two years, the legal guarantee is applicable to this digital content or this digital service throughout the expected supply period. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of appearance of the latter.

The legal guarantee of conformity entails the obligation for the professional, where applicable, to provide all the updates necessary to maintain the conformity of the product.

The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without major inconvenience for him.

If the product is repaired within the framework of the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests the repair of the product, but the seller imposes the replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the product.

The consumer can either obtain a reduction of the purchase price by keeping the product or terminate the contract by being reimbursed in full upon return of the goods, if:

1° The professional refuses to repair or replace the product;

2° The repair or replacement of the product takes place after a period of thirty days;

3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the cost of taking back or removing the non-compliant product, or if he bears the cost of installing the repaired good or of substitution ;

4° The lack of conformity of the good continues despite the seller's attempt to bring it into conformity which has remained unsuccessful.

The consumer can also granted to a price reduction of the products or to rescind the contract when the lack of conformity is so serious that it justifies the immediate reduction of the price or the termination of the contract. The consumer is then not required to request the repair or replacement of the good beforehand.

The consumer is not entitled to rescind the sale if the lack of conformity is minor.

Any period of immobilization of the property with a view to its repair or replacement suspends the guarantee which remained to run until the delivery of the restored property.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

The seller who failed in bad faith to the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of 300,000 euros, which may be increased up to 10% of the average annual turnover (article L. 241-5 of the consumer code).

The consumer also benefits from the legal guarantee against hidden defects pursuant to articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This warranty gives the right to a price reduction if the property is kept or to a full refund against return of the product.

Implementation of the legal guarantee of conformity and against hidden defects:

In case of implementation of the legal guarantee of conformity or hidden defects, you can contact us through various means as indicated in the contact section of our website, in particular by calling us on 0 800 918 880 (a toll free call depending on your mobile network), where we will indicate what you need to do.

Reminder of some the provisions of the Consumer Code related to the legal warranty of conformity of the goods (except digital contents and services):

- Article L217--3 first two paragraphs of the Consumer Code: The seller delivers goods that comply with the contract and with the criteria set out in article L. 217-5. He answers to lack of conformity existing at the time of delivery of the goods within the meaning of the article L. 216-1, which appear within a period of two years after the delivery of the good.

- Article L217-4 of the Consumer Code: The good is in conformity with the contract if it meets in particular, where applicable, the following criteria:

1° It corresponds to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other characteristics provided for in the contract;
2° It is suitable for any special use sought by the consumer, made known to the seller at the latest at the time of the conclusion of the contract and which the latter has accepted;
3° It is delivered with all the accessories and installation instructions, which must be supplied in accordance with the contract; (…).

Reminder of some provisions of the Civil Code related to the hidden defects::

- Article 1641 of the Civil Code: A seller is bound to a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.

- Article 1648 of the Civil Code al 1: The action resulting from redhibitory vices must be brought by the buyer within a period of two years following the discovery of the vice.

The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics, such as variations in grain, texture, knots and color, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The provisions in this clause shall not affect your rights as a consumer nor your right to cancel the Contract.

17.3. Online Dispute Regulation

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact@bershka.com in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through this website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address http://ec.europa.eu/consumers/odr/.

Furthermore, for any written claim previously sent to our customer care for less than one year and unsatisfied, in accordance with the provisions of the French Consumption Code about amicable disputes settlement, you have the possibility to resort to the mediation service of the company BERSHKA FRANCE, SARL by electronic means: www.cm2c.net/declarer-un-litige.php or by post: CM2C, 14 rue Saint Jean 75017 Paris.

18. UNIQUE IDENTIFICATION NUMBERS IN THE NATIONAL REGISTER OF PRODUCERS

In accordance with the provisions of the French Environmental Code, BERSHKA FRANCE has joined several eco-organizations in order to fulfill its obligations and has, as such, a unique identifier (hereinafter "IDU") for each sector under the extended responsibility of producers that concerns the company. These IDUs are:

- IDU for the "clothing, footwear, household linen, new textile products for the home" sector: FR212790_11RSZB
- IDU for the "paper" sector : FR351011_03LXRK
- IDU for the "household packaging" sector: FR212790_01VOIB

19. INTELLECTUAL PROPERTY

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

20. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material.

You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to this website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

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. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm 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 or downloading content from the same or those to which this site redirects you.

21. 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. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

22. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notification 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 e-mail 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 rights as recognized by law.

23. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 21 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, 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, and in the case of an email, that the notification was sent to the email address specified by the recipient.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

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 recognized by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

25. 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") as defined by the article 1218 of the civil Code and by the case-law.

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.

26. 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 formalized and notified to you in accordance with the provisions of the Notifications section above.

27. 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.

28. ENTIRE AGREEMENT

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

You and ourselves 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 you nor ourselves 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) and 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.

29. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time.

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, Terms or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

30. APPLICABLE LEGISLATION AND JURISDICTION

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

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

31. 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 calling 0 800 918 880 (A toll free call depending on your mobile network) or through our contact form.

Last updated on November 15th, 2023

ANNEX - Template of withdrawal form

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

To the attention BERSHKA FRANCE SARL, operating under the trading name of BERSHKA, 22 Rue Bergère 75009 Paris - France.

Email address: contact@bershka.com

I/we (*) hereby give notice that I/we (*) withdraw from my contract of sale of the following goods:

Ordered on [……] /received on [……] (*)

Name of consumer(s) [……]

Address of consumer(s) [……]

Signature of consumer(s) [……] (only for notification of the form on paper)

Date: [……]

(*) *Delete as appropriate*

TERMS AND CONDITIONS OF USE OF

BERSHKA APP AND FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services on the Bershka app (the “App”)) and various features, all of them available on the App, and, some of them also available in other platforms (the “Features”). These Terms are in addition and without prejudice to the Purchase Conditions of www.bershka.com, where applicable.

Features include: (i) the option to purchase items via the Bershka App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.bershka.com; (ii) the option to manage receipts for purchases made on Bershka’s online stores (the “Online Store”); (iii) the option to use you QR code to identify yourself as a Bershka user and (iv) the option to receive a paper receipt instead of an electronic receipt or proof of purchase (E-ticket), by previously selecting the option “Paper receipt” on your app and showing at Bershka’s physical stores (either the “Physical Store” or the “Physical Stores”) your QR ID for such purposes. For each of your purchases, you will be able to choose to receive a paper receipt instead of an digital receipt.

Both Physical Store and Online Stores are operated in France by the Company Bershka France, S.A.R.L., with capital of 8.492.700 €, with registered address at 22 Rue Bergère, 75009 Paris, registered under the number 443 617 725, with VAT Number FR 92 443 617 725 with the following email address contact@bershka.com reachable by phone : 0 800 918 880 (a toll free call depending on your mobile network).

1. GENERAL DESCRIPTION OF THE FEATURES

1.1. Purchase of items on www.bershka.com via the Bershka App

Customers can purchase items on www.bershka.com via Bershka App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.bershka.com , which you need to accept before purchasing any item.

1.2. Management of receipts for purchases made on the Online Store

The receipts for purchases made on the Bershka Online Store will be stored on the App, specifically in the ‘My Purchases’ section.

1.3. Identify yourself as a Bershka user by showing your QR ID

Your QR ID is valid for identify yourself in the Physical Store, simplifying the procedures and allowing you to have a better experience. Your QR could also allow you to participate in promotional actions and get other advantages, which will be subject to the corresponding terms applicable for each case.

1.4. Request of an E-ticket for purchases made in the Physical Stores

In accordance with applicable laws and regulations, and subject to the provisions of Article D. 541-371 of the French Environmental Code, the systematic printing and distribution of receipts in Physical Stores is ended.

When paying for a purchase in Physical Stores, you can still obtain a paper receipt instead of the digital receipt. To do so, you will have to either ask for it at the cash desk, or previously activate the option “Paper receipt” on the App and present the QR ID code so that the receipt can be printed and delivered to you.

It is paramount that you understand that when the option “Digital receipt” is active on your app and when you present your QR ID in a Physical Store, you expressly agree to receive an E-ticket or a proof of purchase in electronic format, and thus refuse to receive your ticket in paper format.

You can, previous of each transaction, opt to receive the digital receipt or the paper receipt, at your best convenience.

In any case, the governing legislations and regulations and the applicable General Terms and Conditions shall always prevail.

If you choose to de-register as a user of the App, you may request, during the de-registering process, that all the digital receipts stored in the App be sent by email to an email address provided.

1.5. Returns / exchanges

Please note that no refunds or exchanges will be accepted without a ticket (whether in digital or paper format).

In the event that a receipt is issued to you in electronic format, you can make an exchange or return in a Physical Store using your QR ID, in accordance with the applicable General Terms and Conditions, according to Bershka's commercial policy and, in any case, in accordance with applicable laws and/or regulations.

1.6. Scan receipts

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, Bershka’s commercial policies, and all relevant legislation.

2. AVAILABILITY OF SERVICES AND FEATURES

In accordance with applicable laws, Bershka reserves the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, whether generally or in particular for one or more users, the availability of the Bershka App or of any of the Features, and to modify, suspend or delete, under the same terms, the availability of the App / all or part of the Features.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using the Bershka App / the different Features.

You agree to use the Bershka App / the Features exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of the Bershka App / the Features.

You will be liable in the following cases:

a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;

b) when errors or malfunction occur when you are using the different Features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App / the Features.

4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP AND THE FEATURES

Any of the elements that form part or are included in the App / the Features are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).

- Protection or identification technical devises that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes.

The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property.

The Company does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.

Last updated on: November 28th, 2023