GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website (www.bershka.com) 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 using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

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

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us through the chat accessible through the website or through the email address contact_ge@bershka.com .

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

2. OUR DETAILS

Sale of goods through this website is carried out under the name BERSHKA by Best Retail Georgia LLC, a Georgian company with registered address at Georgia, Tbilisi, Vazha-Pshavela Avenue, N 70, Business Center City Tower, floor 7registered in the Mercantile Registry of Tbilisi, with ID Number 404404738.

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 enquiries and legally valid 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 competent authorities.

iii. Provide us with your ID, email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy Policy).

If you 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 binding contracts.

5. SERVICE AVAILABILITY

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

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on “Authorize payment". After doing so, you will receive an email confirming receipt of your order (the " Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation"). These Conditions and the Contract constitute a written agreement between us. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the “electronic receipt”).

7. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process via the chat accessible through the website or through the email address contact_ge@bershka.com, as well as exercising the right of rectification contemplated in our Privacy Policy through dataprotection@inditex.com. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, via the chat accessible through the website or through the email address contact_ge@bershka.com to correct the error.

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

9. REFUSAL TO PROCESS AN ORDER

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

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

10. DELIVERY

Notwithstanding Clause 8 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Shipping Confirmation prior to the date indicated in the Shipping 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.

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 weekends or bank holidays.

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

11. INABILITY TO DELIVER

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

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

12. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 10 above.
You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 10 above), if that were to take place at a later time.

13. 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 website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipping 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 charges, which are added to the total price as indicated in our Shopping Guide (see the section on Delivery Charges).

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

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

As payment method, you can pay for your order online by Visa, Mastercard or American Express or to the courier in cash or card (Visa, Mastercard) when your order is delivered.

14. VALUE ADDED TAX

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

15. EXCHANGE/RETURN POLICY

15.1 Statutory right of withdrawal

Right of withdrawal
If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

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 by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at BERSHKA via the chat accessible through the website or through the email address contact_ge@bershka.com, of your decision to withdraw from this

contract by an unequivocal statement. You may use the model withdrawal form as set out in the Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. You shall bear only the costs of returning the goods as stated in section 16.3 of these Conditions. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back.

You shall send back or deliver the goods or hand them over to us at any BERSHKA store in the Republic of Georgia 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.

Unless you hand the goods over in a BERSHKA store in the Republic of Georgia, you shall bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from handling 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 statutory right to cancel for consumers, mentioned in Clause 15.1 above, we grant you a period of 30 days from the date of delivery of the products to return the products (except those mentioned in Clause 15.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed with the amount paid for said products. Delivery charges will not be reimbursed. Unless you hand the goods over in a BERSHKA store in the Republic of Georgia, you shall bear the direct cost of returning the goods.
You may exercise your contractual right of withdrawal in accordance with the provision of Clause 15.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Delivery 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 where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the receipt that you received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order.

Upon cancellation, the respective products shall be returned as follows:

(i) Returns at any BERSHKA store:
You may return any product to any BERSHKA store in the country where your product was delivered which has the same section as the product you wish to return belongs to. In such case, you should go to the store and present the product with the electronic receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the website and on the BERSHKA mobile application. You can show the electronic receipt digitally on the screen of your mobile device or print it and bring it to the store.

(ii) Returns by Courier:
When returning the product(s) by Courier arranged by us, you should apply on home collection button through the website to arrange for the product to be collected at your home. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back. The refund may be paid using the same payment means you used to pay for your purchase in case of return at the BERSHKA store.

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

If you have any questions, you can contact us through the chat accessible through the website or through the email address contact_ge@bershka.com.

15.4 Returns of defective products

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately via the chat accessible through the website or through the email address contact_ge@bershka.com, providing the product details and the damage sustained.

You must return the product at any BERSHKA store in the Republic of Georgia or giving it to the courier that we send to your home.

We will carefully examine the returned product and will notify you by email within a reasonable period if the product may be exchanged or whether you have a right for a refund (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that the refund or replacement of the product is going ahead.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.

All rights recognized in current legislation shall be, in any case, safeguarded.

16. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

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.

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

ii. operating loss;

iii. loss of profits or contracts;

iv. loss of forecast savings;

v. loss of data; and

vi. loss of business or management time.

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

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood

that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

17. INTELLECTUAL PROPERTY

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

18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, 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 hosted or any server, computer or database related to our website. You undertake 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.

19. LINKS FROM OUR WEBSITE

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

20. WRITTEN COMMUNICATION

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

21. NOTIFICATIONS

The notifications that you send us must be sent through the chat accessible through the website or through the email address contact_ge@bershka.com. Pursuant to the provisions in Clause 21 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs. 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 warranties that we may have given you.

23. EVENTS BEYOND OUR CONTROL

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

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

i. Strike, lockout or other forms of protest.

ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.

iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.

iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.

v. Inability to use public or private telecommunication systems.

vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

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

24. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

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

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

25. PARTIAL ANNULMENT

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

26. ENTIRE CONTRACT

These Conditions and any document referenced in the same constitute the Entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.
The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

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

27. OUR RIGHT TO MODIFY THESE CONDITIONS

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

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

28. APPLICABLE LEGISLATION AND JURISDICTION

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

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

29. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through the chat accessible through the website or through the email address contact_ge@bershka.com.

ANNEX

Model withdrawal form

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

To: Address: Georgia, Tbilisi, Vazha-Pshavela Avenue, N 70, Business Center City Tower, floor 7, operating under the trading name of BERSHKA, Best Retail Georgia LLC:

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

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