

## **TERMS AND CONDITIONS OF PURCHASE**

### **BERSHKA ONLINE SHOP**

#### **1. Introduction**

This document (along with any documents mentioned herein) sets out the terms and conditions governing the use of this website (www.bershka.com) and the purchase of items through this website (the “Terms and Conditions”).

Please read these Terms and Conditions, our Cookies Policy and our Privacy Policy (collectively the “Data Protection Policies”) carefully before you start using this website. By using this website or placing an order through it, you agree to be bound by these Terms and Conditions and by the Data Protection Policies. If you do not agree, you must not use this website.

These Terms and Conditions may be amended. It is your responsibility to read them at regular intervals, as the Terms and Conditions in force at the time of the formation of the Contract (as defined below) are the applicable ones.

If you have any questions concerning the Terms and Conditions or the Data Protection Policies, you can contact us using the contact form.

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

#### **2. Our Details**

The sale of items through this website is carried out under the BERSHKA name by BERSHKA HELLAS SINGLE MEMBER S.A., a Greek company with its registered offices at 59 Stadiou St, Athens, Greece, with Tax Identification Number 099367855 at Athens Tax Office for Commercial Companies.

#### **3. Your Details and Your Visits to this Website**

The information or personal details that you provide us will be processed in accordance with our Data Protection Policies. By using this website you consent to the processing of such information and details and declare that all the information and details you have provided us are true and accurate.

#### **4. The Use of our Website**

By using this website and/or by placing an order through it, you undertake:

- a) To use the website only to submit legitimate questions or orders.
- b) Not to place false or fraudulent orders. If we reasonably consider that such an order has been placed, we have the right to cancel the order and inform the relevant authorities.
- c) To provide us with a correct and accurate e-mail address, postal address and/or other contact details. You also agree that we may use this information to contact you should that be considered necessary (see our Privacy Policy).

If you do not give us all the information we need, we will be unable to process your order.

By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## **5. Availability of Services**

Items offered through this website are only available in Greece (excluding the Holy Mountain on Athos Peninsular).

If you wish to order items via this website from an EU member state other than Greece, you are welcome to do so. However, the items ordered can only be delivered to a Bershka store or to an address in Greece.

## **6. How the Contract is Formed**

The information contained in these Terms and Conditions and the details contained on this website constitute an invitation to treat, not an offer for sale. No contract is deemed to have been formed between us and yourself in respect of any items until we have expressly accepted your order. If we do not accept your order and money has already been debited from your account, it will be refunded in full.

To place an order, you will be asked to follow the purchasing process and to click on the "Authorise Payment" button. You will then receive an e-mail from us confirming receipt of your order ("OrderConfirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes a proposal from yourself to us to purchase one or more items. All orders are subject to our acceptance. We confirm our acceptance by sending you an e-mail confirming that the item has been shipped ("ShippingConfirmation"). The contract for the purchase of an item between us (the "Contract") will only be deemed to have been concluded when we send you the Shipping Confirmation.

The Contract will only apply to the items for which we have confirmed shipment in the Shipping Confirmation. We are not obliged to supply you with any further items which may have been part of your order until shipment of those items has been confirmed in a separate Shipping Confirmation.

## **7. Availability of Items**

All orders for items depend on their availability. Therefore, in the event of supply difficulties or where items are out of stock, we reserve the right to inform you about similar items of equal or higher quality and value which you can order. If you do not wish to order such similar items, we will issue a full refund of any payment you may have made.

## **8. Rejected Order**

We reserve the right to withdraw any items from this website at any time and/or remove or edit any material or content on this website. Although we make every possible effort to process all orders placed with us, exceptional circumstances may arise in which we may need to refuse to process an order after we have already sent you an Order Confirmation, which we reserve the right to do at any time at our complete discretion.

We accept no liability towards you or towards any third party for the withdrawal of any items from this website or for the removal or editing of any material or content on this website or for refusal to process or accept an order after we have sent you an Order Confirmation.

## **9. Delivery**

Without prejudice to the provisions of clause 7 above concerning the availability of items and any exceptional circumstances, we will make every possible effort to complete your order for the item(s) listed in the Shipping Confirmation by the delivery date stated in the Shipping Confirmation or, if no delivery

date is stated, within the estimated delivery time shown when you select a payment method and, in all cases, within a maximum of 30 days from the date of the Order Confirmation.

However, delays may occur where items have to be adjusted to the customer's needs or depending on the delivery area or in unforeseen circumstances.

With regard to the virtual gift card, we will send it by the date you indicate when you place the order.

If we are unable to meet the delivery date for any reason, we will advise you accordingly and will give you the option to either continue the purchase, in which case we will set a new delivery date on our side, or of cancelling the order with a full refund. Please note, however, that we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card, which will be delivered on the date you indicate.

For the purpose of these Terms and Conditions, "delivery" will be deemed to have taken place or the order will be deemed to have been delivered when you or a third party you have designated other than the carrier acquires physical possession or control of the items, which will be evidenced by signature of the proof of receipt of the order at the agreed delivery address. The virtual gift card will be deemed to have been delivered in accordance with the Terms of Use of Gift Cards, and in all cases on its delivery date to the e-mail address you provide us.

#### **10. Inability to Deliver**

If we are unable to deliver your order to you, we will try to find a safe place to leave your parcel. We will also leave a note explaining where your order is and what you have to do to collect it. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another day.

If the order still could not be delivered after 30 days from the point at which your order is available for delivery and for reasons for which we are not to blame, we will assume that you wish to cancel the Contract and the Contract will be deemed as terminated. As a result of the termination of the Contract, we will return all payments received from you including delivery charges (except for any additional delivery charges resulting from your choice of a delivery method other than the basic and least expensive method offered) as quickly as possible and, at any rate, within 14 days of the date that the Contract was terminated.

Please note, however, that carriage resulting from termination of the Contract may involve a higher cost, which we are entitled to charge you.

This clause does not apply to the virtual gift card, the delivery of which shall be governed by the Terms of Use of the Gift Card and the terms of Clause 9 above.

#### **11. Transfer of Risk and Ownership of Items**

Liability for the items passes to you from the time at which you or a third party you designated other than the carrier acquires physical possession or control of the items.

Ownership of the items passes into your hands either when we receive full payment from you of all sums owed in respect of the items, including delivery charges, or when they are delivered (as defined in Clause 9 above), if this occurs after payment.

#### **12. Price and Payment**

The price of each item will be as stipulated on our website at any time, except in cases of obvious error. We always take care to ensure that all prices on the website are accurate; however, errors may occur. If we discover an error in the price of any item you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or of cancelling it. If we are unable to contact you, we will treat your order as cancelled and we will issue a full refund of any payments you have made.

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

The prices on our website include VAT but the delivery charges do not, which are added to the total price shown in the Purchase/Delivery Charge Guide, the content of which forms an integral part of these Terms and Conditions.

Prices are liable to change at any time, but other than as set out above, any changes will not affect orders for which you have already been sent an Order Confirmation.

Once you have selected all the items you wish to purchase, they will be added to your basket and your next step will be to place the order and make payment. To do this, you must follow the steps of the purchase process by completing or verifying the information requested in each step. Furthermore, you can modify the details of your order during the purchase process prior to payment. You can find a detailed description of the purchase process in the Purchasing Guide. In addition, if you are a registered user, a record of all your orders is available in the "My Account" area.

Payment can be made using Visa, Mastercard, American Express credit cards and via PayPal.

You can also pay all or part of the value of your order with a BERSHKA gift card or credit voucher, which can be issued by BERSHKA HELLAS SINGLE MEMBER S.A.

To minimise the possibility of unauthorised access, your credit card details will be encrypted. As soon as we receive your order, we will request preliminary approval of your card to confirm that there is sufficient credit available to complete the transaction. Your card will only be debited once your order has been shipped from our warehouse for delivery.

If payment is made via PayPal, the amount will be charged on confirmation of your order.

By clicking the "Authorise Payment" button, you are confirming that the credit card belongs to you or that you are the legitimate holder of the BERSHKA gift card or credit voucher.

Credit cards are subject to validation checks and approval by your card issuer. If your card issuer does not authorise the payment, we will not be liable for any delay or non-delivery and we will be unable to enter into a Contract with you.

#### Orders via online devices available in stores and how to pay for these orders

If you place an order through one of the electronic devices available for this purpose in BERSHKA shops in Greece, you must follow the purchasing procedure steps that appear on the device by completing or verifying the information requested at each step. You can modify the details of your order during the purchase procedure, before the payment stage. You must choose the payment method and whether or not you want a gift receipt (if this option is available) before submitting your order definitively. Please

note that at the time you click on the "Payment Approval" button on the device's screen, your order becomes binding and you are obliged to pay for it.

Payment can be made with Visa, Mastercard and American Express credit cards, and the above formalities apply for validating and approving your card. You also have the option to pay for your order at the store's cash desk, in which case payment can be made using all forms of payment that are available at the store.

### **13. Express Checkout**

Using the express checkout service ("Express Checkout") makes it easier for you to place orders on our website, as you do not have to enter delivery, billing and payment details for each purchase. The express checkout option is available in the basket section.

You must save your card details to use Express Checkout. You can do this by ticking the "Save my card details" option when making a payment with any of the cards accepted by this website. This means that the following details of your card will be saved: Card number, card holder's name as it appears on the card and card expiry date.

You will need to accept the applicable terms and conditions and the data protection policies in order to save your card details and use the express checkout option.

By agreeing to use Express Checkout, you allow purchases to be charged to the card registered for that service. The use of your cards is governed in all cases by the terms and conditions which you have agreed to with your card issuer.

You can save the details of as many cards as you like for the Express Checkout service, provided that you have made at least one payment with each of them. If you wish to save the details of more than one card, details saved for the most recent one will be considered your "favourite" card & purchases made via the express checkout will be charged to it by default. However, you may change your favourite card in the "My Account" section of this website. To use Express Checkout, all you need to do is click on the "Express Checkout" button that appears in the shopping basket. The delivery, billing and payment details for your purchase will immediately appear on the screen. The information that appears on this screen cannot be edited. Therefore, if any of the details are incorrect, you should not complete the purchase. Do not use Express Checkout if you want to make purchases using different details. You may change your favourite card linked to the express checkout option in the "My Account" section of this website.

### **14. Value Added Tax**

All purchases made through this website are subject to Value Added Tax (VAT) in accordance with current regulations and legislation.

For the purpose of VAT, the place of supply in accordance with Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax is the Member State in which the address to which the items are to be delivered is located and the VAT must be applied at the rate in force in each Member State in which the items are to be delivered according to the orders placed.

Based on the applicable rules and the legislation of each jurisdiction, the "reverse charge" rule (Article 194 of Directive 2006/112) may apply to items for delivery in certain Member States of the European Union where the customer is or is required to be taxed for the purposes of VAT. In that case, we will not

charge VAT, subject to confirmation by the consignee that the VAT charged on the items supplied will be paid by the customer under the reverse charge procedure.

## **15. Returns Policy**

### **15.1 Statutory Right of Withdrawal**

#### Right of Withdrawal

If you are contracting as a consumer, you may withdraw from the Contract (except in cases involving any of the items referred to in clause 15.3 below, in which there is no right of withdrawal) within 14 calendar days for any reason. Gift card returns are governed by the relevant Terms of Use of Gift Cards.

The withdrawal deadline expires 14 calendar days after the day on which you or a third party you designate other than the carrier acquired physical possession or control of the items or, in the case of an order for several items, 14 calendar days after the day on which you or a third party you designate other than the carrier acquired physical possession or control of the final item.

You may exercise your right of withdrawal by notifying BERSHKA by e-mailing [contact@bershka.com](mailto:contact@bershka.com) or by calling 00800341207 or by sending us an express statement of your decision to withdraw from this Contract using our contact form or by e-mailing it to [contact@bershka.com](mailto:contact@bershka.com) or by sending us a letter by post. You can also use the cancellation form set out in the Appendix, although it is not obligatory.

In order to meet the withdrawal deadline, all you need to do is to send your communication concerning your exercise of the right of withdrawal before the cancellation period expires.

#### Effects of Withdrawal

If you withdraw from this Contract, we will refund all payments received from you, including delivery charges (except for any additional delivery costs to the original place of delivery resulting from your choice of a delivery method other than the basic and least expensive method offered) without delay and in any event within 14 days from the day on which we were informed of the withdrawal. Payments will be refunded using the same payment method used for the original transaction. In any event, you will not be charged any refund fees. Without prejudice to the above, we may always withhold the refund either until we have received all the items back or until we have received evidence that you have returned the items, whichever is earlier.

Items may be sent back or delivered by hand to any Bershka store in Greece or this may be communicated by e-mail to [contact@bershka.com](mailto:contact@bershka.com) without undue delay and no later than 14 days from the day on which you informed us that you were withdrawing from this Contract. You will be considered to have done this in time if you have handed the items over for shipment before the 14-day deadline expires.

You will be charged the direct costs of returning the items, unless you deliver them by hand to any BERSHKA store in Greece or hand them over to a courier of our choice.

You are only liable for any reduction in the value of the items resulting from their handling which alters their nature, characteristics and functioning.

### **15.2 Contractual Right of Withdrawal**

In addition to your statutory right of withdrawal as referred to in clause 15.1 above, you have a period of 30 days from the date of delivery of the items to return the items (with the exception of the items referred to in clause 15.3 below, for which there is no right of withdrawal).

Gift card returns are subject to the Terms and Conditions of Use for Gift Cards.

If you return the items on time in terms of the period for contractual withdrawal, but out of time in terms of the period for statutory withdrawal, you will only be refunded the value of the returned items. You must pay the direct costs of returning the items in question, unless you use one of the free return methods described in clause 15.3 below.

You may exercise your right of withdrawal in accordance with clause 15.1 above; however, if you inform us of your withdrawal after expiry of the deadline for statutory withdrawal, you must in any event return the items to us within 30 days of their delivery date.

### **15.3 Joint Provisions (for both forms of withdrawal)**

You cannot withdraw from the Contract if it is for any of the following items:

- Items that have been adjusted to the customer's requirements.
- Music CDs/DVDs not in their original wrapping.
- Sealed items which are not suitable for return for hygiene reasons and which were opened after delivery.

Your right of withdrawal from the Contract only applies to items returned in exactly the same condition as you received them. You will not receive any refund for items used after they were opened if the item is not in the same condition as when it was delivered or if it has been damaged. You should therefore take good care of the items while they are in your possession. Please return the items using or including their original packaging, instructions and other documents, if any, accompanying the items. In any event, you must return the items including the receipt which you received upon delivery of the item. When you receive the order, you will find a summary of how you can exercise your right of withdrawal.

Following withdrawal, the items concerned must be returned as follows:

a) Returns to any BERSHKA store You may return any item to any Bershka store in Greece which has the same section to which the items you wish to return belong to. In that case, you must go to the store and hand over the item including the receipt which you received upon delivery of the item, completed in full.

Returns of products ordered via electronic devices available in shops and paid at the shop's cash desk.

Please note that with regard to orders placed via an electronic device at one of BERSHKA shops in Greece and paid for at the store's cash desk, the return of the products can only be made at BERSHKA shops in Greece and not in the manner directly below 'b' or in any other way .

b) Returns by courier If you opt to return the item(s) by courier, you should contact us by using our online contact form or by calling 00800341207 so that we can arrange for the item to be collected from you at your home. You must return the item in the same package that you received it by following the directions described in the "RETURNS" section of this website.

Neither of the above options imply any additional cost to you.

If you opt not to use either of the free return methods available, you will pay the return costs. Please bear in mind that if you want to return the items to us by any other method, we are entitled to charge you any direct costs we may incur to collect the items by that method.

After examining the returned item, we will inform you whether you have the right to a refund. Delivery costs will be reimbursed only when the right of withdrawal (see clause 15.1) is exercised within the statutory period and provided that all the items which the parcel consisted of are returned. The refund will be issued as soon as possible and, in all cases, within 14 days from the day you notified us of your withdrawal. Without prejudice to the above, we may withhold the refund either until we have received the items back or until we have received evidence that you have returned the items, whichever is earlier. Refunds are always made to the same payment method used for the purchase.

You are responsible for the cost and risk of returning the items to us, as described above.

If you have any questions, you can contact us by using our online contact form or by calling 00800341207.

#### **15.4 Returns of Defective Items**

If you consider that the item you have ordered does not comply with the terms and conditions of the Contract at the time of its delivery, you should contact us immediately by using our online contact form to describe the item and its defect in detail or by calling us on 00800341207, and we will advise what to do next.

You can return the item to any BERSHKA shop in Greece or hand it over to the courier whom we will send to your home. You must return the item including the receipt you received upon delivery of the item.

We will examine the returned item carefully and will inform you by e-mail within a reasonable period of time if you are entitled to a refund or replacement (if such a possibility exists). Payment will be refunded or the item replaced as quickly as possible and in any event within 14 days of the day we e-mail you to confirm that you are entitled to a refund or to a replacement of the defective item.

In the case of defective items, the amount paid will be refunded in full, including delivery charges and any other reasonable costs incurred by you to return the item.

Your money will be refunded to the same payment method used for the purchase.

Your statutory rights under the applicable legislation are not affected.

#### **15.5. Right of cancellation and return of items ordered from abroad**

If you have ordered items through this website from a Member State of the European Union other than Greece, the above information on returns applies with the restriction that returns by courier arranged by us can only be from the original address in Greece to which the item was delivered.

Please also be advised that we are under no obligation (other than in the case of defective items, to which this clause does not apply) to pay shipping costs where the item is returned from a place other than the original delivery address or the cost of returns outside of Greece.

#### **16. Liability and Disclaimer**



Unless otherwise expressly stipulated in these Terms and Conditions, our liability in connection with any item purchased through our website is strictly limited to the amount of the purchase price of the product in question.

Without prejudice to the above, our liability is not excluded or limited to the following cases:

- a. For death or personal injury caused by our negligence;
- b. For fraud or fraudulent misrepresentation; or
- c. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit our liability.

Without prejudice to the previous paragraph and to the fullest extent permitted by law, and unless stipulated otherwise in these Terms and Conditions, we will not accept any liability for the following losses, regardless of the cause:

- a. Loss of income or revenue
- b. Loss of commercial activity
- c. Loss of profit or contracts
- d. Loss of expected savings
- e. Loss of data; and
- f. Loss of time management or working hours.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All item descriptions, information and material posted on this website are provided “as they are” and without any further warranty, whether express or implied, other than statutory warranties. In that sense, where you are contracting as a consumer or user, we are obliged to deliver items that comply with the Contract and accept liability for any noncompliance that exists at the time of delivery. Items are considered to comply with the Contract where: a) they comply with the description and the qualities that we have described on this website, b) they are fit for the purposes for which items of their kind are normally used and c) they have the quality and performance which are normal in items of the same type and which can reasonably be expected. To the fullest extent permissible pursuant to law, we disclaim all other warranties other than those that may not lawfully be excluded in the case of consumers and users.

Nothing in this clause affects your rights as a consumer or user, or your right of withdrawal from the Contract.

## **17. Intellectual Property**

You acknowledge and agree that all intellectual property rights, trademarks and all other intellectual property rights in connection with all the material and the content supplied as part of the website belongs to us or to our licensors at all times. You are only permitted to use this material to the extent expressly authorised by ourselves or our licensors. This does not prevent you from using this website to the extent necessary to create a copy of an order or the details of the Contract.

## **18. Viruses, Hacking and other Cybercrimes**

You may not misuse this website by knowingly introducing viruses, trojan horses, worms and other malware or other material which is malicious or technologically harmful. Unauthorised access to this website and to its server, or to any other server, computer or data base linked to our website is not permitted. You agree not to attack this website via a denial of service attack or via a distributed denial of service attack.

Breaching this provision may be a criminal offence under the applicable legislation. Any such breach will be reported to the relevant law enforcement authorities, with which we will co-operate to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately.

We do not accept liability for any loss or damage resulting from any denial of service attack, virus or any malware or technologically harmful material that may damage your computer, its components, data or any other material resulting from the use of this website or from downloading its material or similar material on another website to which this website redirects.

## **19. Links on our Website**

Our website may contain links to other third-party websites and sources. Such links are provided exclusively for informative purposes and we do not have any control whatsoever over the contents of such websites or sources. Accordingly, we do not accept any liability whatsoever for any loss or damage which may arise from the use of such links.

## **20. Written Communication**

Applicable laws require that some of the information or communications we send to you should be in writing. When you use our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

## **21. Notices**

All notices we receive from you should be submitted via our online contact form. Without prejudice to Clause 20 and as may be otherwise provided for, we may give notice to you either by e-mail or at the postal address you provided to us when placing your order.

The notice will be deemed properly served and received immediately when posted on our website or 24 hours after an email is sent or three days after the date of the posting of any letter. The fact that the letter in question was properly addressed, stamped and posted and, in the case of an e-mail, that the e-mail in question was sent to the specified e-mail address of the addressee will constitute sufficient proof of delivery of any notice.

## **22. Transfer of Rights and Obligations**

The Contract between yourself and us is binding for both sides as well as for our respective successors and assignees.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising from it without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising from it, at any time during the term of the Contract. To avoid doubt, any such transfer, assignment, charge or other disposal will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any express or implied warranty which we may have provided to you.

### **23. Events of Force Majeure**

We will not be liable or responsible for any inability to perform, or a delay in the performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Event of Force Majeure).

An event of Force Majeure means any act, event, inability to perform, omission or accident beyond our reasonable control and specifically includes (but is not limited to) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not) or a threat of or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Inability to use railways, ships, aircraft, motor vehicles or other means of public or private transport.
- e. Inability to use public or private telecommunication networks.
- f. Acts, decrees, laws, regulations or government restrictions.
- g. Any strike, damage or accident of shipping or postal services or other means of transport.

The performance of our obligations under any Contract is deemed to be suspended for the duration of any Event of Force Majeure and the time for performing our obligations will be extended by a period of time equal to the duration of that period. We will make every reasonable effort to bring the Event of Force Majeure to a close or to find a solution which makes it possible to fulfil our obligations under the Contract despite the Event of Force Majeure.

### **24. Waiving of Rights**

If we fail at any time during the term of a Contract to insist upon strict performance of your obligations under the Contract or any of these terms and conditions, and/or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract or these Terms and Conditions, this will not constitute a waiver on our part nor a limitation of such rights and remedies and will not relieve you from the obligation of complying with such obligations on your part.

A waiver of any individual claim on our part will also not constitute a waiver of any similar claim in the future.

A waiver of any of these Terms and Conditions or of the rights and remedies which we have under the Contract on our part will not be deemed valid unless it is expressly stated to be a waiver and you are notified in writing in accordance with the above clause concerning Notices.

## **25. Partial Invalidity Clause**

If any of these Terms and Conditions or provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms and conditions or provisions will to that extent be severed from the remaining terms and conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

## **26. Full Agreement**

These Terms and Conditions and any document expressly referred to herein constitute full agreement between us in relation to the subject matter of each Contract and replace any previous written or verbal agreement, understanding or arrangement between us.

We both acknowledge that, prior to the Contract in question, neither of us relied on any statement, undertaking or promise that may have been made by the other party or which was suggested verbally or in writing during the negotiations as reason for entering into a Contract between us, unless expressly stipulated otherwise in these Terms and Conditions.

Neither party may exercise a remedy in respect of any false statement made by the other party before the date of each Contract (unless that statement was made fraudulently), whether verbally or in writing, and the exercise of remedies by the other party will only be allowed for any breach of the Contract, as provided for in these Terms and Conditions.

## **27. Our Right to Modify These Terms and Conditions**

We reserve the right to revise and amend these Terms and Conditions at any time.

You will be subject to our policies and Terms and Conditions in force at the time that you order items from us or use this website, unless any change to those specific policies, our Terms and Conditions or the Privacy Policy is required to be made by law or a governmental authority, in which case any changes will also apply to orders you placed prior to the changes.

## **28. Law and Jurisdiction**

The use of our website and the Contracts for the purchase of items through it are governed by Greek law.

Any dispute arising from or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Greek courts.

If you enter into a contract as a consumer, nothing in this clause will affect your statutory rights.

## **29. Comments and Suggestions**

Your comments and suggestions are always welcome. Please send us all comments and suggestions via our online contact form.

If you as a consumer consider that your rights have been breached, you may address your complaints to us via the email address [contact@bershka.com](mailto:contact@bershka.com), in order to seek an out-of-court settlement.

If you have made an online purchase via our website, we hereby inform you in accordance with the European Regulation (EU) No. 524/2013 that you are entitled to pursue a settlement regarding a consumer dispute out of court via the Online Dispute Resolution Platform, which is accessible at <http://ec.europa.eu/consumers/odr/>.

Last updated: 01/04/2020

APPENDIX

Withdrawal Form

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

To: BERSHKA HELLAS SINGLE MEMBER S.A, trading as BERSHKA, 59 Stadiou Street, Athens, Greece,  
contact@bershka.com.

Please be advised that I am withdrawing from this sales contract in respect of the following items:

Order/delivery date (\*):.....

Consumer's Name:.....

Consumer's Address:.....

Consumer's Signature (only when this form is submitted in writing):.....

Date:.....

(\* ) Delete as appropriate