

# BERSHKA

## Terms and conditions

### 1. INTRODUCTION

The current document (together with the documents mentioned herein) contains the terms governing the use of this website ([www.bershka.com](http://www.bershka.com)) and the purchase of the articles contained therein (hereinafter, the "Terms").

Please carefully read the present Terms and Conditions, the Cookies Information and the information governing Personal Data Protection (hereinafter, collectively, the "Data Protection Policies") prior to using this website. We hereby inform you that using this website or processing an order through this site implies an acceptance of these Terms and Conditions and Data Protection Policies, hence, should you not agree with all of the above Terms and Data Protection Policies, please do not use this website.

For any queries, concerns or questions pertaining to the Terms and Conditions and the Data Protection Policy, please contact us using the contact form.

The Agreement (as defined below) may be executed, should you so choose, in any of the languages in which the Terms and Conditions of this website are available.

### 2. OUR INFORMATION

The sale of products through the website herein shall be executed by BERSHKA ITALIA S.r.l., with registered offices in 20122 Milan, Largo Corsia dei Servi n.3, Tax Code and VAT No. 04043680968, MI Economic and Administrative Index (REA) n. – 1721642, with a share capital of 24,600,000.00, a single member limited liability company, telephone no. 800 875 613, email: [contact@bershka.com](mailto:contact@bershka.com). Contact information can be found in the Contacts section of the following site: [www.bershka.com](http://www.bershka.com).

### 3. YOUR INFORMATION AND ACCESSING OUR WEBSITE

The personal information or data that you provide us with shall be processed in accordance with the Data Protection Policy. By using the website, you authorise us to process the information and personal data herein, and declare that all the information and/or personal information provided is accurate and truthful.

#### 4. USING OUR WEBSITE

By using this website and/or by placing orders via this site, you hereby agree to:

- Make use of the website for legitimate consultation or orders only;
- Not make false or fraudulent orders. Should we have plausible reason to believe that an order of such nature has been made, we shall be entitled to cancel it and inform the competent authorities;
- Provide us with your correct e-mail address, mailing address and/or other contact details.

Equally, you consent to us using the information herein to contact you (if necessary, please read the Personal Data Protection Notice). Should we not be provided with all of the necessary information, we shall not be able to proceed with your order. In placing an order on this website, you confirm that you are of age (18 and over) and possess the legal right to enter into binding agreements.

#### 5. AVAILABILITY OF SERVICE

The articles offered on this website shall only be available for delivery in Italy (with the exception of San Marino, Livigno, Campione d'Italia and the waters of Lake Lugano).

If you wish to order products from another EU member state outside of Italy 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 Italy, (except for San Marino, Livigno, Campione d'Italia and the Lake of Lugano).

#### 6. METHOD OF CONCLUDING THE AGREEMENT

The information referred to in the Terms and Conditions hereto, and the details contained on the website herein shall not constitute an open offer, merely an invitation to conclude a contractual proposition. No agreement shall exist between us with regard to any product until your order has been explicitly accepted by

us. Should your offer not be accepted and your account already debited, you shall receive the amount back in full.

To place an order, you shall follow the online purchase procedure and click on "Authorise payment". Subsequently, you shall receive an email confirming the receipt of your order (the "Order Confirmation"). It shall be implied that the above does not mean an acceptance of your order, as it represents an offer made by you to us regarding the purchase of one or more products. All orders shall be subject to our approval, of which you shall be informed in an email confirming that the order has been shipped (the "Shipping Confirmation"). The details of the order shall be summarised in the electronic receipt attached to the Shipping Confirmation (the "E-Ticket"). The agreement between us regarding the purchase of merchandise (the "Agreement") shall become effective only when the Shipping Confirmation is sent.

Only the merchandise indicated in the Shipping Confirmation shall be covered by the Agreement. We shall not be obliged to supply you with any other product that has not been ordered, unless it is confirmed that such a product has been shipped in the Shipping Confirmation.

## 7. AVAILABILITY OF MERCHANDISE

All merchandise orders are subject to availability. Should the above occur and in the event of supply problems, or should the articles not be in stock, we shall reserve the right to provide you with information regarding substitute merchandise of an equivalent or higher quality and value, which you may decide to order. Should you decide not to place an order for any of these substitute products, we shall refund you any sum already paid.

## 8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from the website herein at any time and/or to remove or modify any of its material or content. Although we will always do our best to keep up with all orders, exceptional circumstances may arise, which oblige us to refuse the processing of orders once the Order Confirmation has been sent. We reserve the right to do so at any time. We refuse to accept any liability for you or third parties for the removal of any product from the website herein, the deletion or modification of any material or content on the website, or for not processing an order following the Order Confirmation email.

## 9. DELIVERY

Without prejudice to the provisions of Article 7 above and with the exception of extraordinary circumstances, we shall endeavour to do everything within our discretion to ship the order(s) or the product(s) indicated in the relevant Shipment Confirmation by the date stated on the Confirmation therein or, where no delivery date is specified, within the estimated delivery time at the time of the selection of the delivery method and, in any case, no later than 30 days from the date of the Order Confirmation. Please note that the items included in your order may be shipped from different locations, therefore they may be delivered separately and at different times, according to the terms and conditions set forth in this clause. However, delays may occur for several reasons, such as product customization, unforeseen circumstances or delivery area.

Where, for any reason, we are unable to meet the delivery terms, we shall inform you and give you the option to continue with the purchase, while setting a new date of delivery, or to cancel the order with the subsequent refund of the corresponding amount paid. Please note that home delivery is not provided on Saturdays or Sundays.

For the purposes of the Terms and Conditions herein, the "Delivery" shall be deemed to have taken place or the order "delivered" to the buyer (either you or a third party designated by you), by the availability of stock or stock control, which shall be proven by the signature on the order receipt to the designated shipping address.

## 10. INABILITY TO DELIVER

Where it is not possible to complete the delivery of your order, we shall try to find a safe place to leave the parcel. Where this is not possible, your order shall be sent back to our warehouse. In such event, we shall leave you a slip with the location of your order and the means of arranging a new delivery specified. Where you are unable to be present at the agreed delivery time, we shall ask you to contact us again to arrange a new delivery date.

Where a delivery cannot take place for reasons beyond our control, we shall assume that you wish to terminate the Agreement, which shall be deemed to be terminated 15 days from the date on which your order is available for delivery. Following the termination of the Agreement, we shall refund any sum paid, including delivery costs (excluding any additional costs arising from your choice of delivery method if

different from the standard delivery method offered) without unjust delay and, in any case, within 14 days of the date of termination of the Agreement.

Please note, shipping as a result of termination of the Agreement, may bear additional costs that will be charged to you.

#### 11. TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS

Risk related to the products shall automatically be passed on to you from the moment the merchandise is delivered. You shall acquire the ownership of the products as soon as we receive full payment of all the outstanding amounts, including delivery charges, or upon delivery (as defined in Article 9 above), where the above occurs at a later time.

#### 12. PRICE AND PAYMENT

The price of the merchandise shall be that which is indicated on our web site, unless there is a clear error. Whilst we do everything in our power to ensure that all prices that appear on the website are correct, errors may occur. Where we find pricing errors for the products you ordered, we shall inform you as soon as possible and shall give you the option to reconfirm your order at the correct price or to cancel it. Should we be unable to contact you, the order shall be cancelled and you shall be refunded the full amount paid.

We shall have no obligation to provide you with the product(s) at the incorrect lower price stated (even in case the Delivery Confirmation is sent) where the price error was obvious and unambiguous, and, therefore, where it was reasonably possible for you to identify the error.

The prices on the website shall be inclusive of VAT but exclusive of shipping costs, which shall be added to the total amount outstanding, as indicated in our Purchasing Guide: Shipping Costs.

Prices shall be subject to change at any time; however (unless previously agreed), potential changes shall not affect the orders for which Order Confirmations have already been sent.

Once the items for purchase are selected, they shall be added to your shopping cart, with the next step being order completion and payment. To do this, you need to follow the purchase instructions, entering or verifying the information required at each step of the purchase process. Additionally, before payment, you can modify your order details during the purchase process and, where available, require a gift receipt (where price is not indicated) for the recipient of the item. Gift receipt cannot be used for obtaining the original refund. You will find a detailed description of the purchase process in the Purchase Guide. If you are a registered user, a list of all your orders will be available in your "My account" section.

## 12.1 Payment

You can pay using a Visa, MasterCard or an American Express credit card, or through PayPal, it will also be possible to pay the entire purchase amount, in full or in part using a Bershka gift card issued by Bershka Italia S.r.l.. Where available, If you select to pay upon delivery at one of the authorised Bershka retail outlets in Italy, you can make your payment using any of the methods accepted at authorised Bershka retail outlets in Italy (Visa credit cards, Visa Electron, MasterCard, American Express, cash).

To reduce the risk of unauthorised access, card data shall be encrypted. Once your order is received, we shall pre-authorise your credit card, to ensure it has sufficient funds to complete the transaction. Your card shall be debited when your order leaves our warehouse.

Where your chosen method of payment is PayPal, the charge shall be made upon confirmation of the order.

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 Italia S.r.l. in relation to all payments made through this online platform.

By clicking "Authorise Payment" you confirm that you are the owner of the credit card. Credit cards shall be subject to verification and authorisation by the issuing bank. Where such entity does not authorise payment, we shall not be liable for delay or non-delivery and we shall not be able to conclude any Agreement with you.

If you place an order using the electronic devices available, at some Bershka retail outlets in Italy, you may also be given the option to pay for the order at the store's cash register, in this case, your payment can be made using the payment methods accepted in the store.

### Quick Purchase

With the Quick Purchase feature (hereinafter, "Quick Purchase"), you may make purchases on this page in a simplified way, thus avoiding entering your shipping, billing, and payment information for each purchase made. Quick Purchase will be available in the "View Cart" section. To use Quick Purchase, your card details must be saved. You may do this when making a payment with any of the cards accepted on this web page by

selecting the option "Save my card details". Such operation involves storing the following card details: card number, cardholder name as it appears on the card and the card expiration date. To save your card details and use Quick Purchase, you must agree to the applicable Personal Data Protection Conditions and Policies.

From the moment you accept Quick Purchase, you give authorisation to have the cost of the purchase of the items, for which the payment has been initiated, debited through such a means via the card corresponding to any such means. The use of the cards shall still be governed by the terms and conditions laid out between you and the issuer of your card.

You may save your Quick Purchase details for as many cards as you like. However, you must make at least one payment using each card. Should you wish to save more than one card, the last card you have saved shall be considered the "Preferred Card", which will be used by default to pay for purchases made through Quick Purchase. You may, however, modify your Preferred Card in the "My Account" section of the web page hereto. To use Quick Purchase, simply click on the "Quick Purchase" button that will appear in the Shopping Cart. A screen with shipping, billing, and payment information for your purchases will appear immediately. The information displayed on this screen may not be edited, hence, where the details are incorrect, the purchase should not be finalised. To purchase using other details, please do not use Quick Purchase.

### 13. VAT (VALUE ADDED TAX)

In accordance with the current legislation, all purchases made through the website shall be subject to Value Added Tax (VAT).

### 14. RETURNS POLICY

#### 14.1 Legal right of withdrawal

##### Right of withdrawal

Should you conclude the Agreement as a consumer, you have the right to withdraw from the Agreement within a period of 14 days without having to give any reason.

The period of withdrawal referred to in the previous paragraph shall end after 14 days, from the day when you or a third party, other than the carrier designated by you, takes physical possession of the goods or,

where there are multiple goods ordered by means of a single order but delivered separately, the period shall end after 14 days from the day when you or a third party, other than the carrier designated by you, take(s) possession of the last item of merchandise.

In order to exercise the right of withdrawal, you shall inform us by writing to BERSHKA by telephone at 800 875 613, by sending an e-mail to [contact@bershka.com](mailto:contact@bershka.com) or by writing in the appropriate contact form, of your decision to withdraw from the Agreement by an explicit declaration (for example, a letter sent by post or e-mail). To do so, you may use the attached withdrawal form, but it is not mandatory.

To comply with the withdrawal period, it is sufficient to send a notification of the exercise of the right of withdrawal prior to the expiry of the withdrawal.

#### Consequences of withdrawal

Should you withdraw from the Agreement, all payments made to us, including the cost of delivery (with the exception of additional costs arising from your choice of the method of delivery other than the least costly method of standard delivery offered by us), shall be refunded to you without undue delay and, in any case, no later than in 14 days from the day when we are notified of your decision to withdraw from the Agreement. Such refunds shall be made using the same method of payment you used to make the initial transaction. In any case, you should not incur any costs as a consequence of such a refund. Without prejudice to the foregoing, the refund may be suspended until the receipt of the goods is received, or until the proof of returning the goods is supplied, whichever comes first.

The goods should be shipped or delivered to us at any BERSHKA store located in Italy or to the BERSHKA warehouse [Pol. Ind. Inditex, Ctra. Tordera - Palafolls S/N, KM 0.6.0849. Tordera (Barcelona), Spain, without undue delay and, in any case, within 14 days from the day of notification of your withdrawal from the Agreement. Please note, should you decide to mail the products directly to the BERSHKA warehouse, you must attach the E-Ticket received with the Shipping Confirmation. The grace period shall be respected where the goods are returned within 14 days.

Unless the goods are returned to any BERSHKA store located in Italy or by courier booked by us, you shall be liable for the direct costs incurred for returning the goods.

You are only liable for the reduction of the value of goods, resulting from handling, other than what is necessary to establish the nature, features and the functioning of the goods.

## 14.2 Right of conventional withdrawal

In addition to the right of withdrawal granted by the Law to consumers and users referred to previously in Article 14.1, we grant you a period of 30 days starting from the date of the receipt of the Shipping Confirmation in which to return the goods (with the exception of the products indicated in the subsequent Article 14.3, which shall be excluded from the right of withdrawal). Should you return the products within the period for the exercise of the conventional right of withdrawal but following the expiry of the period for the exercise of the legal right of withdrawal, you shall only be refunded the amount paid for these products. Unless the goods are returned to any BERSHKA store located in Italy or by courier booked by us, you shall be liable for the direct costs incurred for returning the goods.

You shall be free to exercise your right of withdrawal in compliance with the provisions of the aforementioned Article 14.1 however, it shall be implied that should you inform us of your intention to withdraw from the Agreement following the expiration of the period for the exercise of the legal right of withdrawal, you shall, in any event, hand over the goods to us within a period of 30 days from the date of receipt of the Shipping Confirmation.

## 14.3 Common provisions

You may not exercise the right to withdraw from the Agreement where the supply of one or more of the following products is concerned:

- Personalised merchandise;
- Music CDs/DVDs without the original packaging;
- Sealed items that cannot be returned for reasons of hygiene and that have been opened following the delivery.

Your right of withdrawal from the Agreement shall apply exclusively to the products returned in the same condition in which they were received. No refund shall be issued where the product has been used, rather than merely opened, and for products that are not in the condition in which they were delivered or that have been damaged. We therefore request that you take care of the products while they are in your possession. Please return the merchandise in its original packaging, or include the returned package, along with the instructions and other documents, where present, which accompany the products.

You may return the product to any BERSHKA retail outlet located in Italy or by delivering it to a freight forwarder/courier that we send to your home, as specified in more detail below. None of these returns methods shall lead to any additional costs being charged to you.

#### Returns to BERSHKA retail outlets

You may return the product to any BERSHKA retail outlet located in Italy that stocks the same products as the products you wish to return. In such a case, you should personally visit a store and deliver the merchandise together with the Electronic Receipt that you received attached to the Shipping Confirmation, which may also be found in the "My Account" section of the [www.bershka.com](http://www.bershka.com) website and in the Bershka application. You may present the electronic receipt either in digital form, displayed on the screen of your smartphone, or as a paper copy.

#### Returning items ordered at electronic devices at retail outlets, paid in cash or by payment on delivery

You may only return products ordered with payment on delivery at your chosen retail outlet by going to one of the Bershka retail outlets in Italy. We remind you that, in case of non-collection and therefore non-payment of orders made with the payment on delivery method, 8 days from the date when your order is available for collection and payment at the authorised Bershka retail outlet, you shall receive the email 'Confirmation of order arrival in store', for reasons not attributable to us, we shall assume that you intend to cancel your order and the relevant Agreement shall therefore be terminated, without costs for you.

You may only return products originally ordered on the electronic devices available in Bershka retail outlets in Italy and paid at the cash register of the store where the order was placed by going to one of the Bershka retail outlets in Italy.

Return methods listed below, or any other method, are excluded.

#### Returns by freight forwarder/courier

You can contact us, using the return request form, in order to enable us to organise a collection from your home address. You should return the product in the product packaging and package in which you received it, following the instructions in the "RETURNS" section of the website herein.

Should you prefer not to use the free options available for returning products, any return costs shall be at your expense. In such an event, you should return the product together with the Electronic Receipt that you received with the Shipping Confirmation. Please note that should you decide to return the products using the "cash upon delivery" method, we shall be authorized to charge you the associated costs.

Following an assessment of the condition of the merchandise, we shall inform you whether or not you have the right to be refunded the amount paid. The shipping costs shall be refunded should the right of withdrawal be exercised within the period laid down and should all products in the same delivery be returned. The refund shall be made as soon as possible and, in any event, within 14 days from the date on which you notified us of your intention to withdraw from the Agreement. Without prejudice to the foregoing, the refund may be suspended until the receipt of the goods is received, or until the proof of returning the goods is supplied, whichever comes first. The refund shall always be made using the payment method used to make the purchase, unless otherwise stated or a gift receipt has been used.

The costs and risks of returning products as indicated above shall be your responsibility. Should you have any queries, you may contact us through our contact form or by calling us on 800 875 613.

#### 14.4 Returning defective products

Should you believe that at the time of delivery the product does not comply with the provisions stipulated in the Agreement, you should contact us immediately via our contact form, specifying the product information and the damage sustained, or by calling us on 800 875 613 and we shall notify you of the procedure to be followed.

You should return the product together with the E-Ticket that you received with the Shipping Confirmation to the address BERSHKA, Pol. Ind. Inditex, Ctra. Tordera - Palafolls S/N, KM 0.6.0849 Tordera (Barcelona), Spain or to any BERSHKA retail outlet in Italy. We will closely examine the returned product and notify you by email, within a reasonable time, as to whether we shall refund or replace the product (depending on the circumstances). The refund and/or replacement of the merchandise shall be carried out as soon as possible and, in any event, within 14 days from the date of our email in which we confirm a refund or a replacement of the unsuitable article. Unless the goods are returned to any BERSHKA store located in Italy or by courier booked by us, you shall be liable for the direct costs incurred for returning the goods. The amount paid for products returned due to damage or defects, where confirmed, shall be refunded in full, including the delivery costs sustained in sending back the merchandise. The refund shall always be made using the payment method used to make the purchase.

Any rights recognized by the current legislation shall remain unaffected.

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

If you have ordered products from outside Italy from another EU member state via this

website the above clauses 14.1, 14.2, 14.3 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Italy.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 14.4 to which this clause does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Italy.

## 15. RESPONSIBILITY AND EXEMPTION FROM LIABILITY

Unless contrary to what is stipulated in the Terms and Conditions herein, our responsibility for the products purchased on our website shall be limited to the purchase price of the product in question.

Notwithstanding the foregoing, our responsibility shall neither be excluded nor limited in the following cases:

- Cases of death or personal injury arising from our negligence;
- Cases of fraud or fraudulent activity; or
- Any circumstances in which it is deemed illegal or unlawful to exclude, restrict or try to limit or exclude our liability.

Notwithstanding the provisions of the preceding paragraph and to the extent permitted by the applicable law, except where contrary to what is stipulated herein, we shall not accept any liability for indirect damage, such as:

- Loss of profits;
- Loss of business volume;
- Loss of earnings or loss of contracts;
- Loss of expected savings;
- Loss of data; and
- Waste of administrative resources.

Due to the open nature of the website herein and the possible occurrence of errors in storage and transmission of digital information, we shall not guarantee the accuracy and security of information transmitted or obtained through the website herein, except where it is expressly stated otherwise.

All product descriptions, information and materials appearing on the website shall be provided "as is", without any explicit or implicit warranties, except those stipulated by Law. In that sense, where you are contracting as a consumer or user, we shall undertake to deliver products that are in conformity with the

Agreement, and remain responsible for the lack of compliance at the time of delivery. It shall be implied that the merchandise is in conformity with the Agreement where; (i) they comply with the description provided by us and possess the qualities presented on the website herein, (ii) are suitable to use in the manner such products are normally used, (iii) possess the features normally found in products of the same type and which may be reasonably expected. Within the limits stipulated by Law, we shall exclude all warranties, except for those that cannot be legally excluded from consumers and users.

Our products, especially those made by hand, shall possess the natural characteristics of the materials used in the manufacturing process. Natural features such as grain, surface texture, knots or variation in colour shall not be deemed to be imperfections or defects. On the contrary, the lack of uniformity due to the use of natural raw materials shall be expected and appreciated. We select only the highest quality products but this type of variation is inevitable and shall be accepted as part of the characteristic appearance of the product.

The provisions herein do not in any way, limit the rights granted to consumers under applicable law, nor your rights to terminate the Agreement.

## 16. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks, and any intellectual property rights to the material or the content presented as an integral part of the website owned by us and those who have a license for the use thereof. You may use this material only in the manner for which you receive our express permission, or from those who have licensed it for their use. The above shall not prevent you from using this website to the extent necessary to copy the information on your order or the contact information.

## 17. VIRUS, PIRACY AND OTHER RISKS OF CYBERATTACK

You shall avoid any unwarranted use of the site herein, as well as avoid the introduction of viruses, Trojan horses, worms, logic bombs, or other programs or materials that may cause technological damage. Unless authorised, you shall not access the website or the server on which it is hosted or any other server, computer or database pertaining to our website. You agree not to perpetrate DoS attacks against this website.

Failure to comply with the clause herein may result in violations as defined by the relevant legislation. In the event of non-compliance with the legislation hereto, it shall be our duty to inform the competent authorities

who we shall work with to identify the perpetrators of any such attack. Similarly, in the event of non-compliance with the clause herein, your permission to use this website shall be immediately withdrawn.

To the fullest extent permitted by law, but respecting the basic consumer rights, we shall waive any liability for any damages or losses resulting from a DoS attack, viruses or other program or material that may cause technical damage to your computer, computer equipment, data or materials as a result of using our website or downloading content from it or redirecting the user to it.

#### 18. LINKS ON OUR WEBSITE

Links to other third party pages or materials found on our site, shall be provided solely for information purposes, without our control over the content or materials contained on such pages or sites. Therefore, we shall waive any responsibility in the event of any damage or loss resulting from their use.

#### 19. WRITTEN COMMUNICATION

The applicable legislation stipulates that part of the information or communications we send you shall be in writing. By using the website herein, you agree to most of the communications exchanged between us being sent in an electronic format. We shall contact you by e-mail or provide you with information by posting notices on the website herein. For contractual purposes, you shall consent to this electronic means of communication by acknowledging that all agreements, alerts, information and other communications we provide electronically, comply with the legal requirements, which stipulate that such communications be sent in writing. The provision herein does not in any way, limit the rights recognised by the present legislation.

#### 20. NOTIFICATIONS

All communications addressed to us must preferably be sent using our on-line form. Subject to the provisions of Article 19, we shall reserve the right to send any communications by e-mail or by post to the address provided to us when placing the order.

#### 21. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Agreement between us shall be binding both for you and for us, as well as for our respective successors and successors in title. You shall be prohibited from transferring or assigning the Agreement in any manner, any of the rights or obligations arising out of it, without our prior written consent. We have the right to transfer, assign, sub-contract or freely dispose of the Agreement, and any rights or obligations arising out of it, in any manner and at any time. To eliminate doubt; any transfer, assignment, sub-contraction or disposal of the Agreement, shall have no impact on your rights as a customer. These rights will not be lost, reduced or limited in any way, nor any of the warranties or responsibilities we offer, explicitly or implicitly.

## 22. FORCE MAJEURE

We shall in no way be liable for any default or delays in the performance of any of the obligations of the Agreement caused by events outside our reasonable control ("Force Majeure Events").

Force Majeure shall mean any act, event, mishap, omission or accident beyond any reasonable control; the expression of the above includes, but is not limited to the following:

- Strikes, lockouts or other industrial action;
- Riots, revolts, invasion, terrorist attacks or threats of terrorist attacks, wars (whether declared or not), or threats of war;
- Fires, explosions, storms, floods, earthquakes, landslides, epidemics or other natural disasters;
- Inability to use rail, maritime, aerial, or motor transport or other public or private means of transport;
- Inability to use public or private telecommunications networks;
- Acts, decrees, legislation, regulations or restrictions of any government;
- Any strike, disaster or maritime accident, relevant to the postal or other means of transport;

It shall be implied that the execution of the obligations under the Agreement shall be suspended for the duration of the Force Majeure. We shall be granted an extension to execute the Agreement for the duration of any such period. It shall be implied that during the Events of Force Majeure, we shall work to find a solution in order to comply with our contractual obligations.

## 23. WAIVER

Should we fail to claim the precise fulfilment of any of your obligations, or of any of the obligations contained in the General Terms herein, during the execution of the Agreement, or otherwise omit to exercise any of the rights or actions we are entitled to under the terms of the Agreement or the General Conditions herein, this shall not constitute a waiver of such rights or actions and shall not relieve you of the fulfilment of the relevant obligations.

Our possible tolerance of a non-performance on your part, shall not constitute any waiver to react to a subsequent non-performance.

No waiver of any of your obligations under the Agreement or the Terms and Conditions herein shall be valid unless communicated in writing, in accordance with the provisions of Article 1 and Article 20 above.

#### 24. PARTIAL INVALIDITY

Where any article of the General Conditions, or any part thereof, or of the terms of the Agreement, are deemed invalid, unlawful or inapplicable by the competent authority, such article, clause or provision shall be considered as unenforceable while the other articles, clauses and provisions remain valid to the maximum extent permitted by law.

#### 25. INTEGRITY OF THE AGREEMENT

The present General Terms and Conditions, in addition to any document expressly referenced in them, represent the entire agreement between us regarding the object of the Agreement and supersede any prior agreement, understanding or arrangement between us, whether oral or written.

Both parties shall acknowledge that, by signing the Agreement, neither party has relied on any representation, commitment or promise made by the other party, or deducible from what has been said or written during the negotiations prior to the Agreement but only as expressly stated in the Terms and Conditions herein.

Both parties shall be entitled to remedy any false statements made by the other party, whether orally or in writing, prior to the date of each Agreement (unless such false declaration has been made fraudulently) and the sole actions that the other party may take shall be for the breach of Agreement, as stipulated in the Terms and Conditions herein.

## 26. RIGHT TO MODIFY EXISTING TERMS AND CONDITIONS

We shall reserve the right to review and modify these Terms and Conditions at any time. You shall be subject to the General Terms and Conditions in force at the time of your order, unless an amendment to the General Terms and Conditions or Privacy Policy has to be made under the Law or at the request of a government authority (in which case it shall also apply to orders that have been already transmitted).

## 27. APPLICABLE LAW AND JURISDICTION

The use of our website and the purchase agreements of products through the website herein, shall be governed by the Italian law. Any dispute arising out of, or pertaining to the use of the website or the agreements herein, shall be the responsibility of the Judge of the place of residence or domicile of the customer.

If you are concluding the Agreement as a Consumer, the Clause herein does not in any way affect your rights as a consumer provisioned by the Law.

## 28. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send them using our contact form.

Should you feel that your consumer rights have been violated, you may submit your complaint via the following email address: [contact@bershka.com](mailto:contact@bershka.com) in order to request an out-of-court settlement of disputes.

Where the acquisition took place online on our webpage, in accordance with the Regulation No. 524/2013 of the EU, we hereby inform you that you have the right to solicit an out-of-court settlement for consumer disputes through the website <http://ec.europa.eu/consumers/odr/>.

\*\*\* \*\*\*\*\* \*\*\*

The current general terms and conditions shall be applicable from 01/09/2017.

You can view the previous version via this link:



## ANNEX

### Withdrawal form

(fill in and return this form only if you wish to withdraw from the Order)

Send to BERSHKA Italia S.r.l., operating under the name BERSHKA, via email at: [contact@bershka.com](mailto:contact@bershka.com).

With this document, I hereby notify that I withdraw from my Purchase Agreement of the following goods:

Ordered on (\*) / Received on (\*)

Customer Name

Customer Address

Customer Signature (only where this form is provided in hard copy)

Date

(\*) Delete as appropriate