GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

These Terms and Conditions apply to the use of this website and the contract between you and us (hereinafter referred to as: 'the Terms and Conditions'). These Terms and Conditions set out the rights and obligations of all users (hereinafter referred to as: 'us'/'our'/'we'/'the Seller') in relation to the goods/services offered by us, via this website or via any other websites to which we may make reference (hereinafter collectively referred to as 'Bershka Services'). Before clicking on the 'Process Order' button to place the order, please read these Terms and Conditions, our Cookies Policy and Privacy Policy carefully. By using or ordering from this website, you agree to be bound by these Terms and Conditions, our Cookies Policy and Privacy Policy. If you do not agree to all of the Terms and Conditions, Cookies Policy and Privacy Policy, please do not place an order.

These Terms and Conditions may be subject to change, so please read them carefully each time you place an order.
If you have any questions about the Terms and Conditions, the Cookies Policy or the Privacy Policy, please visit our website or contact us using our contact form on the web.

2. OUR DETAILS

The sale of goods via this website takes place under the name BERSHKA and is carried out by ITX NEDERLAND B.V., a Dutch private company with limited liability having its registered office at Nieuwezijds Voorburgwal 305, 1012 RM in Amsterdam in the Netherlands, registered in the Trade Register of the Chamber of Commerce under number: 20081830 with Dutch VAT numberNL804615627B01.

Contact us
contact_nl@bershka.com
0 800 023 4274

3. YOUR DETAILS AND VISIT TO OUR WEBSITE

The information or personal data you provide to us will be processed in accordance with our Privacy Policy. When you visit the website, you consent to the processing of your data and declare that all the information and data you provide to us are correct and accurate.

4. USE OF OUR WEBSITE

These Terms and Conditions are the only terms applicable to the use of this website and they supersede all other terms and conditions, unless the Seller gives express, prior and written consent. These Terms and Conditions are important to both you and us because they create a legally binding agreement between us, and because they protect your rights as a valued customer and our rights as a company. By placing your order, you agree to accept these Terms and Conditions without reservation and you declare that you have read them. You agree that:

- You will only use the website to obtain legitimate information or to place orders.
- You will not place speculative, false or fraudulent orders. If we reasonably believe that such an order has been placed, we are entitled to cancel the order and inform the relevant government bodies accordingly.
- You also agree to provide us with a correct and accurate email address, postal address and/or other contact information and acknowledge that we may use this information to contact you if this proves to be necessary (see our Privacy Policy).
  If you do not provide us with all the information we need, there is a possibility that we will be unable to process your order.

By placing an order through the website, you guarantee that you are at least eighteen years of age and legally capable of concluding a binding contract.

5. AVAILABILITY OF THE SERVICE

The items offered on this website are only available for delivery in the Netherlands.

Via this Dutch website you can order products from an EU Member State other than the Netherlands. However, the products ordered will only be delivered to a Bershka store or delivery address in the Netherlands.

6. FORMATION OF THE AGREEMENT

To place an order, you must follow the online ordering process and click ‘APPROVE ORDER’. You will then receive an email confirming that we have received your order (the ‘Order Confirmation’). If the product requires shipping, after sending you the Order Confirmation, we will send you an email confirming that the product has been shipped (the 'Shipping Confirmation’).

The Contract applies only to the products that we have confirmed in the 'Order Confirmation’ as having been ordered.

7. AVAILABILITY OF PRODUCTS

All orders for products are subject to availability and in this regard, we reserve the right, if there are delivery problems or if products are no longer in stock, to provide you with information about replacement products of equal or higher quality and value that you can order. If you do not wish to order these replacement products, we will refund any money you may have already paid.

REFUSAL TO PROCESS AN ORDER

We reserve the right at any time to remove any product from this website and/or to remove/edit any materials or content appearing on this website. Although we make every effort to ensure we can always process orders, there may be exceptional circumstances that require us to refuse to process an order after we have sent you an Order Confirmation. We reserve the right to do so at any time at our sole discretion.

We will not be liable to you or any other third party for the fact that we have removed any product from this website, whether or not it has been sold, nor for removing/editing any materials or content appearing on this website.

8. DELIVERY

Further to the provisions of article 7 above regarding product availability and except in special circumstances, we will endeavour to fulfil your order for the product(s) listed in the Order Confirmation on the delivery date stated in the Order Confirmation or, in the absence of an estimated delivery date, at least within a maximum of 30 days from the date of the Order Confirmation.

Reasons for delay may be:

- customisation of products;
- adapted items;
- unforeseen circumstances
- delivery area

If for any reason we are unable to meet the delivery date, you will be informed and you will be given the choice to proceed with the purchase by agreeing to a longer delivery time or to cancel the order with a full refund of the price paid. Please note that we do not deliver on Saturdays or Sundays.

Subject to these Terms and Conditions, 'delivery' shall be deemed to have taken place, or the goods shall be deemed to have been handed over, at the time when you or a third party designated by you acquires physical possession of the products, which shall be evidenced by the fact that a signature has been obtained from the delivery address that was agreed for receipt of the order.

FAILED DELIVERY

If after two attempts we are unable to deliver the goods, we will try to find a safe place to leave your package. We will leave a message stating where your package is and how you can collect the delivery. If you are unable to arrive at the delivery location at the agreed time, please contact us to make a new appointment for delivery on a different day that is mutually convenient for both parties.

If within 15 days of the first attempt at delivering the products, the products have not been delivered for reasons beyond our control, we will assume that you wish to cancel the Contract and it will be terminated. As a result of terminating the Contract, you will immediately be refunded all payments made by you up to that point, including delivery charges (except for any additional charges resulting from your choice of delivery method other than the standard delivery offered by us) and in any event not later than 14 days from the date of termination of the Contract.

Please note that transport resulting from termination of the Contract may incur additional costs and that we are entitled to charge you for this.

COLLECTION

You can also choose to pay for the Product(s) when you collect the relevant Product(s) from one of our branches in the Netherlands. You will receive a message (‘Ready for Collection’) by e-mail as soon as your Product(s) are ready to be collected from your designated Bershka store. If the Products have not been collected by you within 7 calendar days of you receiving the Ready-for-Collection message, we are entitled to cancel the order.

In order to collect the product, you will need to bring a printed copy of your ticket / invoice / purchase confirmation as well as a valid proof of identity.

9. TRANSFER OF RISK AND OWNERSHIP

The risk for the products is your responsibility from the moment of delivery.

Ownership of the products is transferred to you only once we have received full payment of all amounts due in respect of the products, including delivery charges, or after delivery (as defined in article 8 above), whichever is the later.

10. TRANSFER OF RISK AND OWNERSHIP

The risk for the Products is yours from the moment of delivery.

Ownership of the products is transferred to you only once we have received full payment of all amounts due in respect of the products, including delivery charges, or after delivery (as defined in article 8 above), whichever is the later.

11. PRICE AND PAYMENT

The price of the products is the price that is stated on our website at all times, unless there is an obvious error. Although we do our utmost to ensure that all prices on our website are accurate, it is always possible for errors to occur. If we discover an error in the price of one or more of the products you have ordered, we will inform you as soon as possible and give you the option to confirm the order at the correct price or cancel it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund.

We are under no obligation to sell the Product(s) to you at the incorrect (lower) price (even if we have already sent you an Order Confirmation) if it is clear and unequivocal that the price is wrong and that you could reasonably have known this.

The prices on our website are inclusive of VAT, but exclude delivery costs. The delivery costs are added to the total amount due as set out in our 'Shipping' sub-category under the 'Buying Guide' category.

Prices may change at any time, but any changes will not affect orders for which an Order Confirmation has already been sent (except in situations as mentioned above).

Once you have finished shopping, all the items you wish to purchase will be added to your shopping cart. Your next step is to go through the checkout process and make the payment. To do this, proceed as follows:

- Click on the 'Basket' button at the top of the page.
- Click on the 'View Basket' button.
- Click on the 'Process Order' button.
- Fill in your personal details, or check that they are correct, as well as your order information, the delivery address and the billing address.
- Fill in your credit card details.
- Click the 'Process Order’ button

Payment can be made by Visa, MasterCard, American Express, Klarna, PayPal and by Bershka gift card. You will also have the option to pay on collection. In that case you can pay using the payment methods accepted in the store.

To minimise potential abuse, your credit card details are encrypted. Once we receive your order, we will pre-authorise your credit card to ensure that there is sufficient credit to complete the transaction. The purchase amount will not be charged to your credit card until your order is shipped from our warehouse.

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

By clicking on 'Order and Pay', you confirm that you are the holder of the credit card or that you are (or will be) an authorised user of PayPal or Klarna or that you are the legal holder of the gift card or voucher.

We use COMODO to ensure that payment is secure.

Credit cards are subject to validation checks and approval by your credit card issuer. If we do not receive the required authorisation, we will not be liable for any delay or non-delivery and we will not be able to enter into a Contract with you.

Ordering via electronic devices in the store and paying for those purchases

If you place your order using one of the electronic devices available in the Bershka stores in the Netherlands, you must follow the steps indicated and complete and verify the information requested in each step. Before you make payment during the purchase process, you can change the details of your order. You must choose your payment method and indicate whether you would like a gift card (if available) before you place your order. Please note that a final legally binding order will be placed when you press the 'Authorise Payment' button on the device's screen. You must then pay for your order as soon as it is placed.

Payment can be made by Visa, Mastercard or American Express card; the provisions given above regarding validation checks and authorisation of your card apply. You may also be able to pay for your order at the checkout and, in that case, you can make payment using one of the payment methods accepted in these stores.

Please note that if you place your order using an electronic device but wish to cancel the order, you must pay for the order and wait for the items to be delivered before you can return them in accordance with the returns policy set out in these Terms and Conditions.

Payment collection (for ITX Nederland BV)

Fashion Retail S.A., having its registered office at Avenida de la Diputación, Edificio Inditex, Arteixo, La Coruña (Spain), registered in the register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, with tax number A-70301981, will receive all payments and make (return) payments on behalf of ITX Nederland B.V. with regard to all payments made through its online platform. Fashion Retail S.A., like ITX Nederland B.V., also belongs to the Inditex Group.

12. VALUE ADDED TAX

In accordance with the provisions in force, all purchases made through the website are subject to Value Added Tax (VAT), with the exception of purchases that are shipped directly to customers in the Canary Islands, in Ceuta and Melilla.

In this regard, and in accordance with Chapter I of Title V of Council Directive 2006/112/EC dated 2 November 2006 on the common system of VAT, the place of supply must be located at the address in the Member State to which the items are to be supplied and VAT must be calculated at the rate applicable in the Member State concerned to which the items are to be supplied in accordance with the order(s) placed.

According to the applicable provisions in each jurisdiction, the 'reverse charge' rule (Article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or should be a tax payer for VAT purposes. If this is the case, no VAT will be charged by us, provided that the

recipient confirms that the VAT on the delivered items will be borne by the customer according to the reverse charge procedure.

Orders to be delivered to the Canary Islands or to Ceuta or Melilla shall be exempt from VAT as laid down in Article 146 of the above mentioned Directive, provided that the applicable taxes and customs duties are taken into account in accordance with the provisions in force.

13. RETURN POLICY/RIGHT OF CANCELLATION/EXCHANGE

13.1 Statutory right of cancellation Right of cancellation

As a consumer you have the right to cancel the Contract within a period of 14 days without giving reasons. Your right of cancellation (14 days) starts from the moment you receive the ordered products. If you have ordered several products with different delivery dates as part of a single order, the statutory cancellation period expires 14 days after the day when you, or a third party other than the carrier and designated by you, received the last product.

In order to exercise your statutory right of cancellation, you can notify us of your decision to cancel the Contract by means of an unambiguous statement (e.g. in writing by post or e-mail) to BERSKHA, at Nieuwezijds Voorburgwal 305, 1012 RM in Amsterdam, telephone number 0800-023 42 74, by sending an e-mail to contact_nl@bershka.com or by using our contact form. You can also use the model cancellation form, which you can find on our website, but you are not obliged to do so.

In order to exercise your statutory right of cancellation within the set 14-day period, it is sufficient to send your message informing us that you wish to exercise your statutory right of cancellation before expiry of the cancellation period.

Consequences of exercising the right of cancellation

If you wish to cancel the Contract within the aforementioned 14-day period, you may return your purchase to us at the above address, return it to one of Bershka's stores in your country or drop it off at a designated drop-off point. You should contact us through our web form or call to 0800-023 42 74 when you wish to return the product and arrange for the product to be collected at your home. The costs related thereto will be for the customer. The costs that will be charged can be found on the website.

The returned products must be accompanied by the corresponding E-ticket. If you exercise your statutory right of cancellation, you must return the purchase within 14 days of the date on which you notified us of your wish to cancel the Contract.

You must then contact us using our web form and return the product to us according to the instructions in the 'RETURNS' section of our website. When exercising your statutory right of cancellation, all payments received from you, including delivery costs, will be refunded (with the exception of any additional costs you have incurred because you chose a different delivery method to the cheapest standard delivery offered by us). In this case, the return costs, i.e. the costs of returning the goods, are and remain at your expense, unless you return the products to one of our BERSHKA stores in the Netherlands.

If Bershka has a store in the country where your product was delivered, you can return it in person in the store. You must hand over the product together with the E-ticket and return form which you received when the product was delivered, completed in full.

Please note that with regard to orders placed through an electronic device in a Bershka store in the Netherlands and paid for at that store's checkout, items can only be returned to Bershka stores in the Netherlands. Likewise, orders that are paid for when collected in-store can also be returned to Bershka stores in the Netherlands. You should contact us through our web form or call to 0800-023 42 74 when you wish to return the product and arrange for the product to be collected at your home. The costs related thereto will be for the customer. The costs that will be charged can be found on the website.

In case of doubt you can contact us via our web form or by calling 0800-023 42 74.

After we have inspected the product, we will let you know whether or not you are entitled to a refund. We will process your refund as soon as possible and in any event within fourteen 14 days of receiving notice of your cancellation. We will refund the money we have received from you using the same payment method originally used by you to make the purchase Notwithstanding the foregoing, we are entitled to withhold a refund until we have received the products back or until you have proved to us that the products have been returned, whichever is the sooner.

13.2 Contractual right of cancellation

In addition to the statutory consumer and user right to cancel as stated in article 13.1 above, we grant you a 30-day period dating from dispatch of the products in which to return the products (with the exception of the products mentioned in article 13.3 below, which are not covered by the statutory right of cancellation).

After the statutory cancellation period of 14 days as referred to in article 13.1, you have a 30-day period from the date of dispatch in which you can return products to us. If you return the products after the statutory cancellation period has expired, but within 30 days of the contractual right of cancellation, the purchase price of your purchase will be refunded excluding delivery costs. We will refund the money using the same payment method originally used by you to make the purchase, if technically possible.

Likewise in this situation, the return costs, i.e. the costs of returning, are and remain at your expense, unless you return the products to one of our BERSHKA stores in the Netherlands.

You may exercise your contractual right of cancellation in accordance with the provisions laid down in article 13.1 above, but you must inform us of your intention to cancel the Contract.

13.3 Conditions relating to the statutory as well as the contractual right of cancellation

Your right to cancel a Contract - either the statutory or contractual cancellation - as set out in articles 13.1 and 12.3, applies only to products that are returned in the same condition as when you received them. You must also return all instructions, documents and packaging materials for the products. Any product that is damaged or is not in the same condition as when you received it, or that has been worn (and not just the packaging opened), will not be refunded. You must therefore take reasonable care of the product(s) if they are in your possession.

You do not have a statutory or contractual right to cancel a Contract pursuant to articles 12.1 and 12.2 for the delivery of any of the following products:

- Customised items
- Music CDs/DVDs with their original packaging removed.
- For reasons of hygiene, stockings, socks, earrings, headbands and other hair accessories (hairpins, hair bands, hair clips, etc.).

We ask you to take good and reasonable care of the products while they are in your possession and if possible you should keep the original boxes, instructions/documents and packaging materials and use them to return the products; if you are returning swimwear, please take especial care to retain the hygiene strip.

Products that are not in the same condition as when they were delivered or that have been used (not just the packaging opened) will not be exchanged or refunded.

After we have inspected the product, we will inform you if you are entitled to a refund. If you exercise your statutory right of cancellation within the statutory period and all products contained in the relevant delivery have been received back, then the delivery costs will be refunded. The refund will be made as soon as possible, and in any case within 14 days after you have informed us that you are exercising your right to cancel. Notwithstanding the foregoing, we are entitled to withhold a refund until we have received the products back or until you have proved to us that the products have been returned, whichever is the sooner. Refunds are always made using the same method of payment as originally used by you when paying for your purchase.

Items can only be exchanged for the same product but in a different size or colour.

You will find a summary of how to exercise your statutory right of cancellation together with your order. This provision is without prejudice to your statutory rights as a consumer.

Return of defective products

If you believe that the product does not comply with the Contract at the time of delivery, you should contact us immediately using our web form stating the details of the product and the damage. You can also contact us by phone on 0800-023 42 74 and you will receive instructions from us.

You can return the product to us at any Bershka store in your country or by dropping it off at a designated drop-off point. The location of that drop off point can be found by using the corresponding link. Please remember that the returned product(s) must be in perfect conditions with its inner labels and must be e accompanied by the E-ticket that you received by email at the time of purchase.

Once we have received the returned product, we will make a full investigation and notify you by email within a reasonable period of time of your right to a replacement or refund (if applicable). We endeavour to process refunds or arrange for replacements as soon as possible, in any event within 14 days of our confirmation by email to you that you are entitled to a refund or replacement of the faulty product.

If a defect exists, faulty products will be refunded in full, including a refund of the delivery cost and all reasonable costs incurred by you in returning the item. We always make refunds using the same payment method originally used by you to make the purchase.

These provisions are without prejudice to your statutory rights under the applicable regulations.

14. LIABILITY AND DISCLAIMERS

Our liability in respect of any Product purchased through our website is limited to the purchase price of that Product. Nothing in these Terms and Conditions excludes or limits our liability in any way.

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

Except as provided in the preceding paragraph and to the extent permitted by law and unless otherwise stated in these Terms and Conditions, we accept no liability for indirect loss/damage incurred as a result of principal loss or damage howsoever arising and caused by tort or delict, breach of contract or otherwise, even if foreseeable, including (but not limited to):

- loss of income or incomes;
- loss of turnover;
- loss of profits or contracts
- loss of expected savings;
- loss of data; and
- waste of management or office time.

Due to the public nature of this website and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of information sent to or obtained from this website, unless explicitly stated otherwise on this website.

All product descriptions, information and materials appearing on this website are provided 'as is' without express or implied warranties or other warranties.

To the extent permitted by law, but without excluding anything that cannot be excluded under consumer law, we reject all other warranties of any kind.

The provisions laid down in this article shall not affect your statutory consumer rights nor your contractual right to cancel the Contract.

15. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trade marks and other intellectual property rights in respect of any material or content appearing on the website or as part of the website, remain with us or our licensors at all times. You may only use this material if you have received express permission from us or our licensors to do so. This does not prevent you from making a copy of an order or the Contract Details in order to use this website to the extent necessary.

16. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You may not make improper use of this website by knowingly introducing viruses, Trojan horses, worms, logic bombs or any other software or other malicious or technologically harmful material. You may not attempt to gain unauthorised access to this website, the server on which this site is located or any other server, computer or database relating to our website. You agree not to attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this article shall be regarded as an infringement as defined in the applicable regulations. We will report any failure to comply with this requirement to the relevant authorities and we will work with them to establish the identity of the attacker. In the event of non-compliance with this article, permission to use this website will also be immediately terminated.

We do not accept any liability for any damage or defects resulting from a denial-of-service attack, virus or any other software or material that is technologically harmful or harmful to your computer, IT equipment, data or material as a result of using or downloading content from this website or from websites to which this site refers.

17. LINKS ON OUR WEBSITE

If our website contains links to other websites and third party materials, these links are provided for information purposes only and we have no control whatsoever over the content of these websites or materials. We therefore accept no responsibility for any damage or defects arising from the use of these links.

18. WRITTEN COMMUNICATION

Applicable regulations require that certain information or communications that we send to you must be in writing. By using our site, you accept that the communication with us is mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you consent to these electronic communications and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with the legal requirement for such communications to be in writing. These provisions are without prejudice to your statutory rights.

19. NOTICES

All communication with us should preferably be via our web form. As specified in article 17 above, we may send notices to you to the email or postal address you provide when you place an order.

Notices shall be deemed to have been received and properly issued immediately after they have been posted on our website, 2 hours after an e-mail has been sent, or three days after the date of dispatch of a letter. In order to prove that a notice has been sent, it is sufficient to prove that, in the case of a letter, that the letter was properly addressed, stamped and posted and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and legal beneficiaries.

You may not assign, transfer, encumber, or otherwise cause to be encumbered with limited rights any Contract, or your rights or obligations arising therefrom, without our prior written consent.

We may cede, assign, encumber, subcontract, whether or not through subcontracting, or otherwise cause to be sub-contracted, a Contract, or our rights or obligations arising therefrom, at any time during the term of the Contract. For the avoidance of doubt, we hereby state that such a transfer, assignment, encumbrance, outsourcing or other transfer shall not affect your statutory rights as a consumer nor shall it affect any express or implied warranty that may have been given to you by us.

21. FORCE MAJEURE

We will not be liable or responsible for the non-performance or delayed performance of our obligations under a Contract if this is caused by events for which we are not at fault or for which we are not responsible by virtue of the law, legal action or generally accepted practice (‘Force Majeure’).

A Force Majeure Event consists of any act, event, failure to act, omission or accident reasonably beyond our control and consists in particular (without limitation) of the following:

- Strikes, lockouts of workers or other industrial action
- Domestic disturbances, riots, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural calamity

- Impossibility of transport by train, boat, plane, road vehicle or other public or private means of transport
- Impossibility of using public or private telecommunications networks
- Government orders, decrees, laws, regulations or restrictions
- A strike, error or accident at a transport company, postal company or another relevant company

Our performance under a Contract will be suspended for the duration of the Force Majeure Event and for the duration of this period we will be entitled to extend the time for fulfilling our performance. InformaWe will use reasonable endeavours to terminate the Force Majeure Event or find a solution to perform our obligations under the Contract despite the Force Majeure Event.

22. WAIVER OF RIGHTS

If, at any time during the term of a Contract, we are unable to demand full performance of your obligations under the Contract or these Terms and Conditions, or if we are unable to exercise any of the rights or remedies to which we are entitled under the Contract, such failure will not constitute a waiver of such rights or remedies and you will not be released from your obligations to perform.

A waiver by us of the demand for performance does not imply a waiver of a later default.

No waiver by us of these Terms and Conditions shall be valid unless it is expressly stated that it is such a waiver and that it has been notified to you in writing in accordance with the provisions laid down in the article on Notices above.

23. PARTIAL ANNULMENT

If any of these Terms and Conditions or any article in a Contract has been declared invalid, illegal or unenforceable by any competent authority to any extent, then that term, condition or article shall be severed to that extent from the remaining terms, conditions and articles, which shall continue to be valid to the fullest extent permitted by law.

24. FULL AGREEMENT

These Terms and Conditions and any document expressly referred to in these Terms and Conditions embody the entire agreement between you and us relating to the subject-matter of a Contract and supersede any prior agreement, understanding or arrangement between you and us, whether verbal or written.

By entering into this Contract both you and we acknowledge that neither you nor we have invoked any representation, warranty or promise given by the other party or which may be implied from anything said or written in negotiations between you and us prior to such Contract, except as expressly set out in these Terms and Conditions.

Neither you nor we will exercise any remedy in respect of any untrue statement made by the other party, whether verbally or in writing, prior to the date of any Contract (unless such untrue statement is fraudulently made) and the other party's sole remedy will be for breach of contract, as provided for in these Terms and Conditions.

25. OUR RIGHT TO CHANGE THESE TERMS AND CONDITIONS

We reserve the right to revise and change these Terms and Conditions from time to time.

You are bound by the policies and Terms and Conditions in effect at the time you order products from us, unless a change to these policies, these Terms and Conditions or the Privacy Policy is required by law or by a government agency, in which case the change will also apply to orders previously placed by you.

26. APPLICABLE LAW AND CHOICE OF LAW

Contracts for the purchase of products through our site are governed by Dutch law.

Any dispute arising out of or relating to such Contracts shall be subject to the non-exclusive jurisdiction of the courts of the Netherlands.

If you conclude a contract as a consumer, nothing in this article will affect your statutory rights as such.

27. FEEDBACK

We welcome your comments and feedback. All your feedback and comments can be sent to us via our web form.

If you, as a buyer, are of the opinion that your rights have been infringed, you can send us your complaints via the e-mail address contact_nl@bershka.com in order to pursue an out-of-court settlement.

If the relevant purchase was made via our website, we hereby inform you, in accordance with EU Regulation No. 524/2013, that you have the right to seek an out-of-court settlement of a consumer dispute with us via the online dispute resolution platform of the European Union accessible via the Internet addresshttp://ec.europa.eu/consumers/odr/

CANCELLATION FORM

Please fill in this form only and send it back if you wish to cancel the Contract.

To ITX NETHERLANDS BV, trading under the trade name of BERSHKA, at the following address:

Nieuwzijds Voorburgwal 305 in Amsterdam, the Netherlands or by email to:

contact_nl@bershka.com.

I hereby declare that I would like to cancel my purchase of the following items (Details marked with * required):

Ordered on/received on:

Name of the customer:

Address of the customer:

Signature of the customer (only if this is in paper form):

Date:

(*) Delete as appropriate