

PURCHASE AND USER CONDITIONS

BERSHKA NORWAY

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website www.bershka.com/no and the purchase of products on it (hereinafter referred to as the "Conditions").

We encourage you to carefully read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with the Conditions and with the Data Protection Policies, you must not use this website. These Conditions may be modified. It is your responsibility to read them before each purchase.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us through our website/app or by emailing us at contact_no@bershka.com.

2. OUR DETAILS

Sale of goods through this website is carried out under the name "BERSHKA" by INDITEX Norge AS (980 64 32 63), with postal address c/o ITX Sverige AB, Klara Norra Kyrkogata 29, 111 22 Stockholm, Sverige.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

Personal data you provide us with is processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information, and you confirm that the information provided is accurate.

4. USE OF OUR WEBSITE

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

- i. Use this website to make legally valid enquiries and orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the relevant authorities.
- iii. Provide us with your correct e-mail address, postal address and/or other contact details. You also are aware that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order. By placing an order on this website, you confirm that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The products offered on this website are only available for delivery to locations within Norway.

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click "Authorize payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). You will later in a second email also receive confirmation that the order is being sent (the "Shipment Confirmation"). An electronic ticket with your order details will be attached to the Shipment Confirmation (the "E-ticket"). Please be aware that your order has not been accepted by us until you receive the Shipment Confirmation, meaning that the purchase contract between you as customer and us as seller (the "Contract") is formalized only when we send you the Shipment Confirmation.

7. AVAILABILITY OF PRODUCTS

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

8. REFUSAL TO PROCESS AN ORDER

Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time.

We reserve the right to remove any product from the website at any time and to remove or modify any material or content from the same. We are not be liable to you or to any third party for removing or modifying any product, material or content from the website, or not processing an order even if we have sent the Order Confirmation.

9. DELIVERY

We aim to send the order consisting of the product(s) listed in each Shipment Confirmation in accordance with the date indicated in the Shipment Confirmation, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method.

Nonetheless, there may be delays for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order.

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

10. INABILITY TO DELIVER

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also inform you where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 30 days from the date your order is available for delivery but cannot be delivered for reasons not attributable to us, we will assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will refund you for the products without undue delay. Please keep in mind that transport and/or return costs derived from the termination of the Contract by you may have an additional cost which we will be entitled to pass on you.

11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product shall be your responsibility from the moment of delivery. You will take ownership of the products when we receive full payment for the product, including delivery fees, or at the time of delivery (as defined in clause 9 above) if that was to take place at a later time.

12. PRICE AND PAYMENT

The price of the products will be as stated on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled, and all amounts paid will be refunded to you.

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

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated on our website/app. Prices may change at any time.

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, as further described on the website/app. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

We accept the following payment methods; Visa, Mastercard, American Express and Apple Pay, as well as the payment services Klarna and PayPal. To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is Klarna or PayPal, the charge will be made when we confirm your order. When you click "Authorize payment", you are confirming that the credit card is yours or that you are the authorized to use the chosen means for payment.

13. VALUE ADDED TAX

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

14. EXCHANGE/RETURN POLICY

14.1 Legal right of withdrawal

As a consumer you have the right to withdraw from the Contract, within 14 days, without giving any reason.

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

To exercise the right of withdrawal you may notify us by writing an email at contact_no@bershka.com or by writing to us using our Contact form/chatt on our webpage/app.

To meet the withdrawal deadline, we must receive information about your decision to exercise the right of withdrawal before the withdrawal period has expired. You must also send your return to us within 14 days as explained below. We will not be able to accept returns made after this period unless it is withing your contractual right of withdrawal as described below.

Effects of withdrawal

If you withdraw from your purchase, we will refund you for the returned products without undue delay. However, we may withhold your refund until we have received the goods back or you have supplied evidence of having returned the goods.

You must return the products to us by dropping off your return at any of the delivery points authorized in Norway, using a returns-paid label that we send to you upon your request. You must make your return without undue delay and in any event not later than on the first weekday after 14 days from the day on which you communicated your withdrawal from this Contract to us. The deadline is met if we have received your return, or you provide evidence of having done so before such period of 14 days has expired. Please note that we will deduct a return charge from your refund. More information on the return process can be found in the Help Section on our website/app.

If you return the product to us at our expense, we will be entitled to charge you for the direct cost we incur as a result.

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

14.2 Contractual right of withdrawal

In addition to the legally recognized right to withdraw for consumers, mentioned in clause 14.1 above, we also grant you a period of 30 days calculated from the date of Shipment Confirmation to return the products (except those mentioned in clause 14.3 below, for which the right to withdraw does not apply). The legal right of withdrawal and the contractual right of withdrawal therefore partly run in parallel and are calculated from different points in time.

You can make your return by requesting a pre-paid return label and leave your return at an authorized drop off point. If the return is accepted, we will refund you for the return. More information on the return process can be found on our website/app.

You must return the products to us, including a print-out of the E-ticket attached to the Shipment

Confirmation, within 30 days from the date of Shipment Confirmation we sent in connection with your purchase. We will not accept any returns made after the legal/contractual period of withdrawal.

14.3 Common provisions

This section, “Common provisions”, applies both in regard to the legal and the contractual withdrawal.

You do not have the right to withdraw or cancel your purchase when your purchase concerns any of the following Products:

- i. Customized items
- ii. Music CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery, for example earrings, socks, perfumes, swimwear/underwear without protective hygiene stickers
- iiii. Products purchased abroad

To return other products follow the steps above or as described at our website/app. Products that you return must be returned in the same condition in which you received them. No refund will be made if you have used the product (more than just inspecting it) or if the returned product is not in the same condition as they were when they were delivered. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. When you return the product you must include a print-out of the E-ticket attached to the Shipment Confirmation.

Returns at any of the delivery points authorized in Norway

You may return an order or part of an order by dropping it off at any of the delivery points authorized in Norway. We offer free return if you follow our return procedure. To make a return, you must request a return by means of the “drop-off return” method of the “My account” section. We will then send you by e-mail a return label that must be pasted in the package which can be dropped off at any of the delivery points authorized in Norway. You must return the item in the same package as the one you received and follow the directions on the “Returns” section of the website.

After examining the return, we will inform you of whether you have the right to refund of the amounts paid. Original delivery costs will be refunded when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned, including the print-out of the E-ticket attached to the Shipment Confirmation. The refund will be made as soon as possible. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the return, or until you have supplied evidence of having returned the products. The refund will always be made using the same payment means you used to pay for your purchase.

You shall assume the risk of returning the products to us, as indicated above. If you have any questions, you can contact us on our App or by using our Contact form on the website.

14.4 Returns of defective products

If you at the time of delivery consider that the product is not as stipulated in the Contract, you must contact us immediately on our Contact form/website/app, providing information about the product details and the defect.

You must return the faulty product by following our instructions on our website. The return methods offered are return through drop-off at any of the delivery points authorized in Norway.

We will carefully examine the product and will notify you by e-mail within a reasonable period if the product is considered faulty and if it may be refunded or replaced (as appropriate). We will refund or replace the product as soon as possible after we have found it faulty.

Products returned due to any damage or defect will be refunded in full, including the delivery costs related to sending the product. The refund will be made by the same payment means you used to pay for the purchase.

14.5 Right of withdrawal and return for orders from abroad

We are under no circumstances obliged to pay shipping costs to destinations other than the original delivery address nor return costs from destinations outside Norway.

15. LIABILITY AND WAIVING LIABILITY

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

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

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

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

- i. loss of income or sales;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss of forecast savings;
- v. loss of data; and
- vi. loss of management time or office hours.

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

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

It is understood that the purchased products are in conformity with the Contract if they:

- (i) comply with the description given by us and possess the qualities that we have presented in this website,
- (ii) are fit for the purposes for which goods of the kind are normally used and
- (iii) show the quality and performance which are normal in products of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all guarantees.

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

16. INTELLECTUAL PROPERTY

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

17. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed, or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service (DDOS).

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial-of-service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

18. LINKS FROM OUR WEBSITE

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

19. WRITTEN COMMUNICATION

By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information, and other communication that we send you electronically complies with any legal requirements of providing it in writing.

20. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form/chatt on our website. Pursuant to the provisions in clause 19 above we may send you notifications to the e-mail address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website and 24 hours after they have been sent by e-mail. As proof that the notification has been sent it shall be sufficient to prove that the notification was sent to the email address specified by the recipient.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both you and us, as well as for our respective successors, transferees and heirs. You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the period of the Contract. To avoid any doubt, said transmissions, cessions, levies, or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

22. EVENTS BEYOND OUR CONTROL

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

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

- i. Strike, lockout or other forms of protest.
- ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

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

23. WAIVING RIGHTS

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

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

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

24. PARTIAL ANNULMENT

Should any of these conditions or any provision of a Contract be declared null and void by resolution from the corresponding authority, the remaining terms and conditions shall remain in effect.

25. ENTIRE AGREEMENT

These Conditions and any document referenced in the same constitute the entire agreement between you and us regarding the Contract, replacing any previous agreement or promise made verbally or in writing.

Neither you nor we shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

26. OUR RIGHT TO MODIFY THESE CONDITIONS

We reserve the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in effect at the time you use this website or place an order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy policy, in which case the possible changes will also affect orders made previously by you.

27. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and any purchase through said website is governed by Norwegian legislation.

Any dispute that arises is subject to the non-exclusive jurisdiction of Norwegian courts. If you as a customer have any complaints, you can address your complaints to us by emailing us at contact_no@bershka.com or by using our chatt/contact form on the web page.

If you are not satisfied with how we handle your complaint you can also contact Forbrukerrådet at <http://www.forbrukerradet.no> for consumer dispute resolutions in Norway.

Provided that the dispute concerns an online purchase concluded through our website you are also entitled, in line with EU Regulation No. 524/2013, to seek an out-of-court settlement through the platform for online dispute resolution, accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

28. COMMENTS AND SUGGESTIONS

Comments and suggestions are always welcome. Please send any comments and suggestions through our chatt/contact form.

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