**Buying on bershka.com is really simple and fun**

## TERMS AND CONDITIONS FOR PURCHASING AND USE OF WEBSITE

### 1. INTRODUCTION

This document (hereinafter referred to as the "**Terms & Conditions**"), together with the documents mentioned within, specifies the conditions for using and purchasing products on the website (www.bershka.com). The term "**website**" within the meaning of the Terms & Conditions to also include the BERSHKA app, to which these Terms & Conditions also apply. Therefore, if you make any purchases using this app, the Terms and Conditions apply to the same extent as to the www.bershka.com website.

Please read these Terms & Conditions, our Cookies Policy and Privacy Policy (hereinafter referred to as "**Data Protection Rules**") prior to using our website. Before placing an order, you must accept the Terms & Conditions, whose provisions are binding for the submitted order following their acceptance.

The Terms & Conditions are subject to change, however the said changes shall not apply to provisions of the Terms & Conditions accepted for any orders which have already been placed. It is very important to read the Terms & Conditions and the Data Protection Rules each time when placing an order.

If you have any questions regarding the Terms & Conditions or the Data Protection Rules, you can contact us using the contact form on our website.

The product purchase contract concluded via this website between us and you shall be hereinafter referred to as "**Contract**". The Contract may be made, at your discretion, in any language in which these Terms & Conditions are available on the website.

Any provisions of these Terms & Conditions regarding a "**Consumer**" refer to Users who are natural persons and who enter into Contracts with us:

- That are not directly related to their business; or
- As entrepreneurs operating a business as a sole proprietorship, if the contracts are directly related to their business, while the provisions demonstrate that they are not related to their professional capacity.

## 2. ABOUT US

The sale of goods via this website is conducted under the trade name BERSHKA by Bershka Polska sp. z o.o. with it registered office in Warsaw, Chmielna 69 (38th floor), zip code 00-801Warszawa, entered into the register of entrepreneurs held by the District Court for the Capital City of Warsaw in Warsaw, 12th Economic Department of the National Court Register, under the KRS number 0000240057, statistical identification number REGON number: 140230935, NIP tax identification number: 525-234-50-72, with a share capital of PLN 15,490,400 (hereinafter referred to as "**BERSHKA**.").

You can contact us at: Chmielna 69 (38th floor), zip code 00-801 Warszawa, by e-mail : contact_pl@bershka.com, by phone 800 341 12 05 or by mean of online communication WhatsApp or chat at www.bershka.com/pl.

Pursuant to the Act of 8 March 2013 on preventing excessive delays in commercial transactions (i.e., Journal of Laws of 2020, Item 893, as amended) Bershka Polska sp. z o.o. hereby states that it has the status of a large entrepreneur.

## 3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

Any information or personal data provided to us shall be processed in accordance with the Data Protection Rules.

## 4. USE OF OUR WEBSITE

By using and placing orders via the website, you are obliged to:

• Use this website only to make significant enquiries and to place legally binding orders;

• Not to place any fraudulent or dishonest orders. In the event of any doubts that such an orderhas been placed (e.g. in the event of a stolen credit card or similar instance), we will try, insofaras possible, depending on the available contact details, to contact the User to verify the authenticity of such suspicions, and in the event that our suspicions are confirmed we have theright to cancel the order and notify the User of the circumstances;

• Provide us with your e-mail address, postal address and/or other true and accurate contact details. Orders cannot be placed by the User if we are not provided with all the information werequire.

By placing an order using this website, you hereby declare that you are over 18 and you havefull legal capacity (to enter into Contracts).

BERSHKA MMBRS. If you are a registered User, you may have access to discounts and other special offers (hereinafter "**BESRHKA MMBRS**") both on our official website, and App and in and in our physical stores (excluding other stores and shopping platforms selling BERSHKA products). The conditions applicable to each discount or special offer will be made available in accordance with applicable law and will apply to each of these discounts or special offers (hereinafter referred to as "Special Conditions"). Accordingly, these Terms & Conditions will be complemented by Special Terms and Conditions for each discount or special offer.

**5. AVAILABILITY OF SERVICES RENDERED**

Items offered on this website shall be delivered only to addresses within the Polish territory.

You may of course order products from an EU country other than Poland using this website; however, please note that any ordered products can only be delivered to a Bershka store or toa delivery address within Polish territory.

**6. HOW TO PLACE AN ORDER**

To place an order on this website (www.bershka.com), you, the User, has to complete the entire online shopping procedure, that is, add the selected product to your basket, proceed tothe checkout (selecting a payment method or making the purchase as a guest) and click on the "**Pay and place order**" button.

If you discover a mistake in the order in terms of the type or quantity of the selected products,or any other details, please call us without delay on: 800 341 12 05. You will then receive an e-mail from us confirming we have received your order ("**Order confirmation**").

The e-mail message containing the Order confirmation is not tantamount to our acceptance ofthe order; it simply confirms that we have received your order. Once we process the order andprepare it for shipment, we will send you an e-mail informing that we have accepted the orderand containing shipment details ("**Shipment confirmation**").

We reserve the right to refuse orders. Since we wish to make sure that your chosen product isavailable, we will not accept the order until we prepare the product for shipment. In the majorityof cases this will be within twenty-four hours for products in stock in the warehouse. In the caseof items not in stock in the warehouse, you will receive a message with Shipment confirmationonce the product is available and prepared for shipment, which in no case shall

be later than on the estimated shipment date given to you at the time of selecting the payment method.

When we send you Shipment confirmation and you the User, receives it, we and you enter into a Contract. Together with Shipment confirmation you will receive these Terms & Conditions, which constitute the Contract model. The Terms & Conditions can be saved to computer memory or to other personal devices and opened when required. You can also download the file independently in PDF format from our website:

https://www.bershka.com/pl/en/shopping-guide.html?section=terms-conditions

Your order is also registered and stored by our system. Accounting documents confirming theContract made via our website are kept for 5 years.

What remains to be done on our side is to deliver the product(-s) to you, which is described inparagraph 7 below.

The User shall be solely responsible for the accuracy and completeness of the data provided for invoice issuance.

By selecting a B2B purchase and providing a TAX ID, the User declares that they are duly authorized to act on behalf of the indicated entity and that the purchase is made on its behalf.

In the event of selecting a B2B purchase, the User declares that they are making the purchase in the name and on behalf of the indicated entity and that the purchaser's data provided is accurate. The issued invoice reflects the data and the nature of the transaction in accordance with the information provided at the time of placing the order.

The seller shall not be obliged to amend invoice data where such data was incorrectly provided by the User at the time of purchase.

**7. PRESONALIZED PRODUCTS**

The www.berhka.com allows you to customize some of the products by including texts and characters that you can select from the options available to you for each product. Those products that are customizable will be indicated as such. In the Buying Guide you can find more information about this option.

You should be aware that, due to technical or other reasons beyond our control, the actual colors, textures and sizes may vary from those displayed on your screen. Also, you should

keep in mind that because they are personalized garments, it will not be possible to return or exchange these products.

You warrant that you are authorized to use the texts and other elements that are part of the customization of the products. While we reserve the right to refuse your customization or to cancel orders for personalized products for breach of these conditions, you will be solely responsible for the customization you request. We may refuse your personalization or cancel orders for personalized products in the event that we detect that the customization consists of, or includes, inappropriate elements, owned by third parties or otherwise illegal.

We do not assume an obligation to verify, nor do we assume responsibility for, the texts or other elements that are part of the personalization created by the users of this service. We do not guarantee the legality of such texts, or other elements, and, consequently, we do not assume any responsibility for the damages and / or losses that may arise for any user (s) and / or any other third parties - and whether individuals or public or private entities - derived directly or indirectly from the use of personalization or that keep any type of relationship with said personalization and / or its products.

**8. DELIVERY**

We will deliver the product(-s) in accordance with the Shipment confirmation and on the date indicated therein, or, if no delivery date was given, within the approximate time range given when you choose the delivery method, in any case not later than 30 days after the Contract date. If exceptional circumstances lead us to believe a delay may occur, we will contact you toarrange a new delivery date or, if you do not accept the proposed date, you are given the optionto withdraw from the Contract. In this event, any and all payments made under the Contract shall be refunded without undue delay.

Under the terms of these Terms & Conditions, a "**delivery**" is completed or an order is "**delivered**" when you, the User, or a third party indicated by you, actually come into possessionof the product, as confirmed by a signature on the proof of delivery for the orderedproducts atthe arranged delivery address.

Please note that we do not deliver to PO boxes. Please also note that we do not deliver to yourplace of residence on Saturdays and Sundays.

The delivery of a virtual gift card shall be considered completed according to the provisions ofthe Terms and Conditions for use of a gift card, in any case at the time of sending it to the

e- mail address given by you, the User.

**9. WHEN DELIVERY IS NOT POSSIBLE**

If you have been delayed in receiving the order, we will extend the date for you to receive theorder. If it is not possible to deliver the order on the later date, we have the right to cancel theorder (to withdraw from the Contract) following which the Contract shall be terminated. In this event, any and all payments made under the Contract shall be refunded without undue delay.

In the event of paid-up orders, if 10 days have elapsed since the time of receipt of informationthat the order is ready for collection and the order is not collected for reasons which cannot beattributable to us, we have the right to assume that you wish to cancel the order (to withdraw from the Contract) and the Contract shall be terminated. In this event, any and all payments made under the Contract shall be refunded without undue delay.

This clause does not apply to virtual gift cards, as its delivery is subject to the provisions of theTerms and Conditions for the use of a gift card, and of the provisions of paragraph 7 above.

**10. TRANSFER OF RISK AND OWNERSHIP TITLE TO ORDERED PRODUCTS**

Product-related risk is transferred onto you upon the product's delivery. The ownership title toordered products is transferred onto you upon their delivery.

**11. PRICE AND PAYMENT**

Posted prices do not include shipment costs which will be added to the price of your items at the end and shown to you before you place your order (as a statement of will to conclude a distance contract). Our Shopping Guide includes information on delivery costs.

You explicitly authorise us to issue invoices in electronic form.

Prices are subject to change at any time. However, with the exception of the provisions above,changes do not apply to orders which have already been placed.

Once you have selected all the items you wish to buy, they will be added to your basket, and you need to place the order and make payment. To do this, proceed with all the actions includedin the shopping procedure, providing or checking required information at every step. Furthermore, prior to making payment you may modify details of your order throughout the

entire shopping process. A detailed description of the shopping process is available in the Shopping Guide. In addition, registered users can check the history of all their placed orders in the “**My account**” section.

Available payment methods include Visa, Master Card, American Express, PayPal, P24, BLIK (provided by PayU S.A.), the IN Card employee card, as well as payment in full or in part using a BERSHKA gift card orvoucher issued by BERSHKA Polska sp. z o.o.

In the event of orders made using electronic devices available in some BERSHKA stores in Poland, payment can also be made for the order in the store using one of the following paymentmethods: cash, cards: Visa, Mastercard, American Express, IN Card employee card, BERSHKA gift card or a voucher. To finish placing the order, go to the till in the shop and makepayment (using one of the aforementioned payment methods) for you chosen products within an hour.

To minimise the risk of unauthorised access, you card information will be encrypted. Once wereceive the order, we will ask for card pre-authorisation to ensure that you have sufficient fundsto complete the transaction. Your card will be charged once the ordered products are dispatched from our warehouse.

If you choose PayPal or P24 as your payment method, your account will be charged once your order is confirmed.

By clicking the “Pay and place order” button, you confirm that you are the card holder, or the rightful holder of a gift card or voucher.

Credit cards are subject to verification and authorisation by their issuer. In the event the issuerfails to authorise payment, we will not be liable for any delays or non-delivery of the ordered goods, and we shall be unable to enter into a contract with you.

Please note that payments made using the following payment methods, as chosen by you: Visa, Mastercard, American Express, PayPal and P24, BLIK (provided by PayU S.A.), gift card and voucher, are accepted bythe Spanish company FASHION RETAIL, S.A., with its registered office at: Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the commercial register ofA Coruña, vol. 3425, page 49, C-47731, Item 1, tax identification number PL5263097755 for and to the benefit of Bershka Polska sp. z o.o. entered into the register of entrepreneurs held by the District Court for the Capital City of Warsaw in Warsaw, 12th Economic Department of the National Court Register, under the KRS number 0000240057, REGON statistical identification number: 140230935, NIP tax identification number: 525-234-50-72, (Bershka Polska sp. z o.o.), an affiliated entity of Fashion Retail, S.A. Fashion Retail, S.A. may also refund payments, if such a refund is

required, using the aforementioned payment methods in the name of Bershka Polska sp. z o.o., if the payment was initially accepted by Fashion Retail,S.A.

Bershka Polska sp. z o.o. granted Fashion Retail, S.A. a power of attorney and has authorisedit to accept on behalf of Bershka Polska sp. z o.o. any payments for products you, the User, purchase using this website and collected in a BERSHKA store in Poland, as well as to issue refunds on behalf of Bershka Polska sp. z o.o., if such refunds are required (as long as FashionRetail, S.A. initially accepted the payment). All such payments are considered to be made to or by Bershka Polska sp. z o.o. [a limited liability company]

## 12. EXPRESS CHECKOUT

With the express checkout option (hereinafter referred to as "**Express checkout**") shopping on our website is easier, because it is not necessary to provide delivery information, invoicingand payment data with every purchase. The express checkout option is available in the View basket section.

You have to save your card information in order to take advantage of the Express Checkout option. You can do this by clicking "**Save my card information**" when making payment usingany of the cards accepted by this server. This will save the following information about your card: card number, first and last name of the holder, exactly as it appears on the card, as wellas the card's expiry date.

To save card information and take advantage of the Express Checkout, you must accept the Terms & Conditions and Privacy Policy in force.

By consenting to the Express Checkout option you allow the amount due for the purchases made using this tool to be debited to the account linked to the card saved in the said tool. In allcases, the conditions for use of the card should be described in a written agreement concludedbetween you, the User, and the card issuer.

You can save the details of as many cards as you wish for use with the express checkout option. This requires you to make at least one payment on each of them. If you do save card information of more than one card, the last card to be saved will be considered your "**Favouritecard**" and amounts charged through the Express checkout will be automatically debited to theaccount linked to this card. You can change your Favourite Card in the "**My account**" section of this website.

To take advantage of the Express Checkout option, simply click the "**Express Checkout**" button in the Basket section. You will immediately be shown a screen with delivery information,as well as invoicing and payment data for your purchases. You cannot edit

information on thisscreen, in the event of any incorrect information please discontinue the purchasing process. Ifyou wish to make a purchase using other information, do not use the Express Checkout service.

You can, however, change your Favourite Card linked to the Express Checkout option in the “**My account**” section of this website.

## 13. VALUE ADDED TAX (VAT)

In accordance with laws and regulations in force, all purchases made through this website mustinclude value added tax (VAT), except for goods that are to be delivered directly to customersin the Canary Islands, Ceuta and Melilla.

In this respect, and also in accordance with Chapter I Title V of the Council Directive 2006/112/EC dated 28 November 2006 on the common system of value added tax, the deliverylocation is deemed to be the territory of a Member State and the address to which the articlesare to be delivered, with the VAT levied according to the rate applicable in the Member State,where the items included in the order are to be delivered.

In accordance with the rules and regulations in force in the particular legal territory, certain items delivered to some European Union Member States may be subject to the “**reverse charge**” rule (Article 194 of Directive 2006/112), if the customer is or is required to be a VAT taxpayer. In this case we do not charge VAT, subject to the recipient confirming that they will settle VAT for the delivered items under the reverse charge procedure.

Orders delivered to the Canary Islands, Ceuta and Melilla shall be exempt from VAT under Article 146 of the aforementioned Directive, under the proviso that relevant taxes and duties are applied in accordance with laws and regulations in force.

## 14. EXCHANGES AND RETURNS POLICY

We would like to inform that in some cases, the refund to the Consumer referred to in point 11 may be made from a foreign bank account. The consumer's bank may then charge additional fees. However, the consumer is not obliged to incur any additional costs associated with such a refund. If the Consumer Bank charges any fees for making a transfer from a foreign account, please contact the Customer Service Department or call at: +48 800 341 12 05 and submit documents confirming the charging of the above fees by the Consumer`s bank. Within 14 days of receiving the above documents, we will refund to the Consumer the fees collected by the Consumer`s Bank for the transfer from a foreign account.

The refund shall be issued using the same method of payment that was used for the original transaction, unless the Consumer has expressly agreed to an alternative refund method offered by us, which does not entail any additional costs for the Consumer.

**14.1 Statutory right to withdraw from a contract**

If you are a Consumer, you have the right to withdraw from a Contract without stating your reasons within 14 days from the day, on which the Consumer or another third person indicatedby them (other than the carrier) actually comes into possession of the purchased product or, ifseveral products are included in a single order, but are delivered separately, within 14 days fromthe day, on which the Consumer or another third person indicated by them (other than the carrier) actually comes into possession of the last product on the order.

To take advantage of the right to withdraw from the Contract, you, the Consumer, should notifyus by phone on **800 341 12 05**, by e-mail at: **contact_pl@bershka.com** or by using the Template for withdrawal from the contract given in the Appendix, but this is not obligatory. Youdo not need to state your reasons for the withdrawing from the Contract.

If you, the Consumer, send the notification on withdrawal from the contract in electronic form using the Template withdrawal form, or by sending an e-mail, we will send you, the Consumer,confirmation of receipt of the notification on withdrawal on a durable medium (pdf).

**You, the Consumer, do not have the right to withdraw from the Contract, if the subject-matter is the delivery of one of the following products:**

**i.** Products tailored or personalized to a Consumer's individual needs;

**ii.** Audio or visual recordings, or computer software, delivered in sealed packaging, if the packaging has been opened after delivery;

**iii.** Goods in sealed packaging, which cannot be returned once opened due to health safety and for reasons of hygiene once the packaging has been opened after delivery.

In the event of a statutory withdrawal from this Contract by the Consumer, we shall refund all payments received from the Consumer, including the cost of delivery, using the same method of payment that the Consumer selected when paying for the product, unless the Consumer has expressly agreed to an alternative refund method offered by us, which does not entail any additional costs for the Consumer.

In case of withdrawal from this Contract on a statutory basis and selection of one of the refundmethods we offer, the funds shall be refunded without undue delay, not later than 14 days fromthe day, on which we were informed of withdrawal from this Contract. If you, the Consumer, decide to return and send the products(-s) independently (not choosing one of the return methods we offer free of charge, as specified below), we may wait with the refund until receiptof products or until we are provided with proof of shipping, whichever occurs first.

If you, the Consumer, decide to return and send the products(-s) independently (not choosingone of the return methods we offer free of charge, as specified below), the products need to be returned to us (shipped to the address specified in the Template Contract withdrawal form, i.e. Panattoni Park Poznań West Gate II Sowia 31, 62-080 Tarnowo Podgórne – Poland**)** not later than 14 days from the date you, the Consumer, informed us of withdrawal from the Contract. The term is consideredto have been met provided the Consumer sends the products back before 14 days elapse.

The following return methods are free of charge for Consumers:

- return at BERSHKA store in Poland

In case of other returns you, the Consumer, are responsible for costs directly related to the return of goods.

You, the Consumer, are only responsible for possible reductions in the goods' value by usingthem in a manner other than to verify their nature, properties and functioning.

After withdrawing from the contract, products should be returned in the following manner:

**Returns to any BERSHKA store:**

You, the Consumer, may return any product to any BERSHKA store in Poland. In this case, please take the goods to the store along with a completed return form attached to the returnedproduct or to the proof of purchase.

In the case of returning product(s) to any physical store, the return is free of charge

**Returns via courier arranged by us:**

If the product(s) are returned via a courier arranged by us, the Consumer bears the cost of the return as set out in HELP – Exchange and Return. The cost of the courier service will be deducted from the amount due to the Consumer for the return of the product. The Consumer may request the courier service in the "My Account" tab or contact us using the web form or by phone on 800 341 12 05 to arrange for the product to be collected from

Consumer's home. If the Consumer purchased the goods as a guest, the Consumer may request a refund through the link sent in the Courier Dispatch Confirmation by calling us on 800 341 12 05.

**Returns using approved collection sites:**

You, the Consumer, may return products via authorised collection sites. To do this, choose "**DROP OFF RETURNS**" as your return method in the "**My account**" tab, following which we will send you, the Consumer, a return label by e-mail. The return label must be attached to theparcel and the parcel placed in an approved collection sites. The product should be placed in the original packaging used for delivery. In case of any doubt, please follow the recommendations under the "**Returns**" tab on the website.

In the case of returning product(s) via authorized parcel lockers, the Consumer shall bear the cost of return specified in HELP section – exchanges and returns.

If you, the Consumer, have made the purchase as a guest, you can use an approved collectionsites to return the item by clicking the link received in the Order confirmation e-mail we sent you. Following the verification process, you, the Consumer, will receive an e-mail witha returnlabel. The return label must be attached to the parcel and the parcel placed in an approved collection sites.

We recommend the product be returned in its original packaging in order to protect the returnedproduct from damage. We also recommend that you return the product together with the e- ticket send with the Shipment Confirmation, also saved in your User account on the website and in the BERSHKA app. You may present the e-ticket in electronic form on your phone or inprinted form. However, your statutory right of withdrawal is not affected if these are missing upon return of the product.

If you paid for your order at the till in a physical store, all returns must be made in physical BERSHKA stores. In order to refund you using the same payment method you chose to pay for the product, i.e. cash or card – at the till of a physical store, we will issue the refund as follows: in cash in person, or the card used for payment for the order will be required, respectively. In summary, to return products and obtain a refund, you should go to a physical store (any BERSHKA store in Poland) together with the products you wish to return (and, if applicable, with the card used for the original transaction).

After the statutory deadline for return of the purchased product has elapsed (i.e. 14 days

fromdelivery of the purchased product), you (the Consumer) have the right to withdraw from the Contract based on you contractual right of withdrawal (see point 13.2. below).

**14.2 Contractual right to withdraw from the contract**

Aside from the right of Consumers to withdraw from the Contract pursuant to statutory rights, as described in Article 14.1 above, you (regardless of whether you are a Consumer or not) have the right to withdraw from the Contract within 30 days from receiving Shipment confirmation.

The right to withdraw from the Contract applies only to those products returned in the same condition or in a condition where the diminished value does not exceed minor defects causedby using the products in a manner necessary to determine their nature, properties or functioning.

We reserve the right to refuse to accept the return of products sent or forwarded to us after thedeadline for returns or those products which are not in the same condition in which they were received. We shall not issue a refund if the product fails to meet the above requirements.

Returns of gift cards are subject to the Terms & Conditions for use of gift cards.

**Effects of withdrawal from the contract**

If you withdraw from this Contract on a contractual basis, we shall refund all payments made, including delivery costs, using the same payment method chosen upon payment for the product, unless you explicitly agree to a different refund method we offer, which does not entail any additional costs for the User.

In the event of a withdrawal from this Contract on a contractual basis and the selection of oneof the free return methods we offer, the funds shall be refunded without undue delay and not later than 14 days from the day, on which we were informed of withdrawal from the Contract.

The following return methods are free of charge for Consumers:

- return at BERSHKA store in Poland,

In case of other returns you, the Consumer, are responsible for costs directly related to the return of goods.

Following withdrawal from the Contract, you may return the products in the following manner:

**Returns to any BERSHKA store:**

You may return the product to any BERSHKA store in Poland. In this case, please take the product to the store.

In the case of returning product(s) to any physical store, the return is free of charge

**Returns via courier arranged by us:**

If the product(s) are returned via a courier arranged by us, You bear the cost of the return as set out in HELP – Exchange and Return. The cost of the courier service will be deducted from the amount due to the User for the return of the product. You may request the courier service in the “My Account” tab or contact us using the web form or by phone on 800 341 12 05 to arrange for the product to be collected from User’s home. If You purchased the goods as a guest, You may request a refund through the link sent in the Courier Dispatch Confirmation by calling us on 800 341 12 05.

**Returns using approved collection sites:**

You may return products using approved collection sites. To do this, please select “**DROP OFFRETURNS**” as your return method in the “**My account**” tab, after which we will send you a return label by e-mail. The return label must be attached to the parcel and the parcel placed in an approved collection sites. The product should be placed in the original packaging used for delivery. In case of any doubt, please follow the recommendations under the “**Returns**” tab on the website.

In the case of returning product(s) via authorized parcel lockers, You shall bear the cost of return specified in HELP section – exchanges and returns.

If you make a purchase as a guest, you can use an approved collection sites as the means of return by clicking on the link received in the Order confirmation e-mail. Following verification you will receive an e-mail message with a return label. The return label must be attached to the parcel and the parcel placed in an approved collection sites.

**Returns of gift cards are regulated by the Terms & Conditions for Gift Cards.**

If you paid for your order at the till in a physical store, all returns must be made in physical BERSHKA stores. In order to refund you using the same payment method you chose to pay

for the product, i.e. cash or card – at the till of a physical store, we will issue the refund as follows: in cash in person, or the card used for payment for the order will be required, respectively. In summary, to return products and obtain a refund, you should go to a physical store (any BERSHKA store in Poland) together with the products you wish to return (and, if applicable, with the card used for the original transaction).

**You do not have the right to withdraw from the Contract, if its subject-matter is thedelivery of one of the following products:**

i. Products tailored to the User's individual needs;

ii. Audio or visual recordings, or computer software, delivered in sealed packaging, if the packaging has been opened after delivery;

iii. Goods in sealed packaging, which cannot be returned once opened due to health safety and for reasons of hygiene once the packaging has been opened after delivery.

Products have to be returned in their original packaging or together with a complete set of suchpackaging and other elements, if applicable, sent together with the products. We kindly requestthat you return products in a secure sealed box. Products should be returned together with thee-ticket sent with the Shipment Confirmation, also saved in your User account on the website and in the BERSHKA app. You may present the e-ticket in electronic form on your phone or inprinted form.

Return of orders made using electronic devices available in some BERSHKA stores in Polandand paid for at the till, must be made at each instance in BERSHKA stores in Poland.

In case of any queries, please contact us using the contact form or by phone on **800 341 12 05.**

**14.3 Right of withdrawal and return in case of orders made from abroad**

If you have ordered products via this website from outside of Poland, from another EU country,the above paragraphs 14.1 and 14.2 shall apply, under the proviso that the order can only be picked up by a courier ordered by us and from the original delivery address in Poland.

Please also note that under no circumstances (with the exception of paragraph 15 to which this paragraph 14.3 does not apply), are we required to cover shipment costs to delivery locations other than the original delivery address, or return costs for delivery addresses outsideof Poland.

### 14.4 Size product exchange

If the User considers that the product purchased is of an incorrect size, they may request a size exchange in the "**Orders and Returns**" section under the "**My Account**" tab on the www.bershka.com/pl website within 30 days from the date on which shipment of the product was confirmed. The above shall be without prejudice to the statutory and contractual right of withdrawal from the Agreement.

The User may select a new product size provided that (i) it is the same product that is being exchanged and (ii) its price on the website is equal to or higher than the price paid by the User for the original product. Please note that the option to change the size of the originally purchased product will be displayed as available only when all of the above conditions are met.

Once the User has submitted a request for a product exchange and selected the appropriate return method, the product must be returned either by delivering it to any Bershka physical store in Poland, by using an authorized drop-off point, or via a courier arranged by us to collect the product from the User's address in Poland. The product must be returned without undue delay, and in any event no later than 14 calendar days from the date on which the size-change request was submitted on the website. None of the above return options shall generate any additional costs for the User.

If the User returns the product at a Bershka store in Poland, they must present the product together with the proof of purchase included in the shipping confirmation email, or present the proof available in the User's account on the website, either in digital form displayed on a mobile device or as a printed copy.

If the User returns the product via a courier arranged by us, the product should preferably be returned in the same packaging in which the User received the original product (or another securely sealed package), and the User must then follow the instructions provided in the "**Orders and Returns**" section of the website.

After the return method has been selected, we will dispatch a new order with the product in the updated size within 2–3 business days from receipt of the returned product (so that we may confirm that it is in a condition acceptable for return), and in any event no later than 30

days from that date. This option shall not generate any additional costs. The new order shall be subject to the provisions of the Terms and Conditions, including the right of withdrawal.

Please note that if the User fails to return the product (whether the original or the exchanged one) within 14 calendar days from submitting the size-change request on the website, we reserve the right to charge the costs of the new order in accordance with the Terms.

## 15. COMPLAINT PROCEDURE IN CASE OF NON-CONFORMITY OF GOODS WITH THE CONTRACT

Craft or artistic products sold by us often have the properties of the natural raw materials used in their manufacture. We only choose products of the highest quality, but certain features are unavoidable. These features, such as differences in grain, texture, knots or colour may cause some small variations in the finish of the products. With regard for the above, we confirm, however, that no provision of this paragraph shall affect the statutory right under statutory warranty or the right to withdraw.

BERSHKA store undertakes to provide you with a product that conforms to the contract of sale. The product is in conformity with the contract if, in particular, the following remain in conformity with the contract:

**1**) description, type, quantity, quality, completeness, functionality,

**2**) suitability for the specific purpose for which it is needed by you, of which you notified BERSHKA store at the latest at the time of conclusion of the contract and which BERSHKA accepted.

In addition, a product is in conformity with the contract when:

**3**) it is suitable for the purpose for which products of this type are normally suitable, taking into account applicable laws, technical standards or good practices

**4**) it is present in such quantity and has such characteristics (including durability and safety) as are typical for a product of this kind and which you may reasonably expect, taking into account the nature of the product and our public assurances, in particular those made in advertising or on the label.

BERSHKA store shall not be liable for the product's non-conformity with the contract in terms of items 3) and 4) above, if, at the latest at the time of the conclusion of the sales contract, you were expressly informed that a specific characteristic of the product deviates from the above requirements of conformity with the contract and you expressly and separately accepted the lack of the specific feature of the product.

If the product is not in conformity with the contract, you can demand repair or replacement. BERSHKA store may make a replacement when you request a repair, or may make a repair when you request a replacement, if bringing the product into conformity with the contract in the way you choose is impossible or would require excessive costs.

BERSHKA store will repair or replace the product as soon as possible and will inform you of the expected time for repair or replacement together with its response to the complaint . The cost of repair or replacement shall be borne by BERSHKA store, including taking back the product at its expense. If repair and replacement are impossible for BERSHKA store or require excessive costs, BERSHKA store may refuse to bring the product into conformity with the contract.

Under your warranty rights, you can make a statement to reduce the price or return the the goods (withdraw from the contract) when BERSHKA store:
(1) refused to repair or replace the product,
(2) failed to bring the product into conformity with the contract, i.e. failed to repair or replace the product,
(3) despite repair or replacement, the product's non-conformity with the contract still exists,
(4) the lack of conformity of the product with the contract is so significant that it justifies the use of a price reduction or refund (withdrawal from the contract) immediately, without first requesting repair or replacement of the product,
(5) it is clear from BERSHKA store's statement or circumstances that the product will not be brought into conformity with the contract within a reasonable time or without undue inconvenience to you.

BERSHKA store is liable for the lack of conformity of the goods with the contract existing at the time of delivery and disclosed within 2 (two) years from that time; the claim to bring the goods into conformity with the contract is limited by statute of limitation of 6 years from the disclosure of the lack of conformity (the end of the statute of limitation period is the last day of the calendar year).

If you wish to fail a complaint about a product, please contact BERSHKA store before sending it back to us. Complaint may be made orally in a stationary store, by telephone at 800 341 12 05, in writing by sending to Chmielna 69 (38th floor), zip code 00-801Warszawa, electronically by sending an e-mail to contact_pl@bershka.com or via the BERSHKA APP. Regardless of the method of filing a complaint, BERSHKA store shall immediately

acknowledge its receipt by directing a message to the e-mail address, in the BERSHKA app or in writing.

The content of the complaint should indicate the consumer's data, the goods to which the complaint relates, what the non-conformity of the goods with the contract consists of, the date of purchase, the date on which the non-conformity was noticed, the expected method of exercising the consumer's right. It is not necessary to present a receipt.

BERSHKA store will respond to complaints within 14 days of receipt.

If the right to reduce the price is exercised, BERSHKA store has to refund the amount due immediately, no later than within 14 days from the date of receipt of the price reduction statement. BERSHKA store will refund the price difference using the same method of payment that you used when purchasing the product, unless you expressly agree to a different method of return that does not incur any costs.

In case of return of the product (withdrawal from the contract) you are obliged to immediately return the product via courier or parcel post. The cost of return shall be borne by BERSHKA store.

BERSHKA store will return the price (together with the delivery costs and costs of shipping to us) to you immediately, no later than within 14 days. BERSHKA store will refund the price using the same method of payment that you used when purchasing the product, unless you expressly agree to a different method of return that does not incur any costs.

If the price for a non-conforming product has not yet been paid by you, you may withhold payment of the price until BERSHKA has brought the product into conformity with the contract.

BERSHKA store does not grant guarantee. The above rights result from the Consumer Rights Act (Article 43c et seq.).

**16. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

Any inappropriate use of this website through willful attempts to activate or introduce any malicious materials, viruses, Trojan horses, worms, logic bombs and software aimed at damaging or destroying this website is prohibited.

Any attempts aimed at gaining unauthorised access to the website, as well as servers, databases and computers which are a part of this website, are prohibited. You undertake not to willfully act with the aim of temporarily or permanently disabling the website, in particular toengage in DOS (denial of service) or DDOS (distributed denial of service) attempts or attacks.

**17. NOTIFICATIONS**

If you, the User, wish to contact us, we primarily recommend using our contact form, e-mail, orsending us a letter.

**18. SEVERABILITY**

In the event a provision of these Terms & Conditions or of the Contract are deemed ineffectivebased on a final decision of a competent public administration body or a final ruling of a common court, the other provisions shall remain in forces and shall not impacted by the decision on ineffectiveness.

**19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

You, the User, are obliged to follow the Data Protection Rules and the Terms & Conditions in force when you use the website or place an order. The exception are circumstances where thelaw or a decision of public administration bodies or a local government body requires us to introduce retroactive changes to the aforementioned Data Protection Rules, the Terms & Conditions or the Privacy policy. However, such changes shall not apply to orders placed beforehand.

The BERSHKA store is obliged to announce the proposed changes in advance. If you do not agree on the proposed change, you may, at any time and with immediate effect, discontinue further use of the website (www.bershka.com) or BERSHKA app.

**20. COURT JURISDICTION**

Any disputes arising the use of our website or from the Contract, as well as other related issues,shall fall under the sole jurisdiction of Polish courts.

**21. COMMENTS AND SUGGESTIONS**

We always welcome comments and suggestions from our users. Please use the contact form,if you wish to send comments and suggestions.

If you, as a Consumer, believe that your rights have been violated, you may submit a complaint by e-mail to contact_pl@bershka.com in order to obtain an of court settlement.

If the User is a consumer, they have the right to use out-of-court methods of handling complaints and pursuing claims, in particular, the Consumer is entitled to:

- submit a request to a permanent consumer arbitration court operating at the relevant Provincial Inspector of the Trade Inspection (Inspekcja Handlowa) for the resolution of a dispute arising from the concluded Agreement;

- submit a request to the competent Provincial Inspector of the Trade Inspection to initiate mediation proceedings aimed at an amicable settlement of the dispute;

- obtain free assistance in resolving a dispute between the Consumer and the Seller from a municipal (district) consumer ombudsman or from a consumer protection organisation, including in particular Federacja Konsumentów or Stowarzyszenie Konsumentów Polskich.

Detailed information on out-of-court complaint handling and redress procedures is available on the websites of the Trade Inspection authorities and from the competent local consumer ombudsmen.

Each complaint should include the Consumer's full name, a description of the complaint, the reasons and the requested action to be taken. Complaints shall be handled without delay, not later than 14 days from their receipt.

**Last modified: 27.03.2026**

**APPENDIX 1**

Template form for withdrawal from the contract

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

Attn. BERSHKA to the address:
Panattoni Park Poznań West Gate II
Sowia 31, 62-080 Tarnowo Podgórne – Poland , or to the address: contact_pl@bershka.com:

Please be advised that I wish to withdraw from the sales contract for the following goods:
Ordered on/received on(*)
First and last name of the consumer:

Consumer's address:

Company name**:

NIP**:

Consumer signature (only when the form is delivered in paper form)

Date

(*) Delete as appropriate

(**) Delete, if the form is not completed by a natural person that concluded a sales contract directly related to their business, while the provisions of the said contract indicate that it is notin their professional capacity.

Appendix 2

**TERMS AND CONDITIONS OF USE OF**
**"BERSHKA" APP FEATURES**

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on **'BERSHKA**'s App (as defined below). These Terms are in addition and without prejudice to the Purchase Conditions of www.bershka.com.

Features available on the App include: (i) the option to purchase goods via BERSHKA App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www. bershka.com; (ii) the option to manage s documents (including VAT invoices) for purchases made on BERSHKA online stores (the "Online Store") and, (iii) the option to receive, electronic confirmation of purchase, by showing at BERSHKA Physical Stores the designated exclusive QR for such purposes. Both Physical Store and Online Stores are operated in Poland by the company Bershka Polska sp. z o.o., having its registered office in Poland, city of Warsaw, ul. Chmielna 69, 00-801, REGON 140230935, KRS 240057.

## 1. GENERAL DESCRIPTION OF THE SERVICE

### 1.1 Purchase of goods on www.bershka.com via BERSHKA APP

Customers can purchase goods on www.bershka.com via BERSHKA App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.bershka.com which could be found here and to these Terms, both of which you need to accept upon purchasing any good.

### 1.2 Management of documents for purchases made on the Online Store

The documents (including VAT invoices) related to purchases made on the BERSHKA Online Store will be stored on the App, specifically in the 'My Purchases' section.

### 1.3 Obtaining an electronic confirmation of purchase

When a making a purchase in Physical Stores, you may request electronic confirmation of purchase. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the electronic confirmation of purchase can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said confirmation, under the applicable Terms and Conditions, according to the commercial policy of BERSHKA, and, in any event, in accordance with current legislation.

In any case, an electronic confirmation of purchase mentioned above is a non-fiscal proof of purchase sent electronically. It is not an electronic fiscal receipt within the meaning of art. 111 section 3a point 1 letter b of the Act of 11 March 2014 on tax on goods and services and § 2 points 1-3 of the Regulation of the Minister of Finance of 29 April 2019 on cash registers as it does not meet the requirements laid down therein and as such cannot be used as a fiscal (cash register) receipt for any purpose other than making a return or complaint in stationary stores of Bershka Polska Sp. z o. o. The respective fiscal receipt issued in accordance with provisions of law is delivered to customer in paper form at the moment of purchase at Physical Store.

If you choose to de-register as a user, you may request, during the de-registering process, that all the confirmations of purchases stored in the App be sent by email to an email address provided.

## 2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of BERSHKA App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

## 3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using BERSHKA App in its different features. You agree to use BERSHKA App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of BERSHKA

App.
You will be liable in the following cases:
a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorized by you without our knowledge;
b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

## 4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP.

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorized their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:
- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).
- Protection or identification technical devises that the Property may contain (e.g. watermarks, fingerprints, etc.,).
Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorizes users to access and use the Properties in accordance with these Terms.

Users are not authorized to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes. The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property.

The Company does not grant users any licenses or authorizations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licenses granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:
- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.