

**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](http://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 its registered office in Warsaw, ul. Mysia 5, 00-496 Warszawa, 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.**”).

Pursuant to the Act of 8 March 2013 on preventing excessive delays in commercial transactions (i.e., Journal of Laws of 2019, Item 1649, 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 order has been placed (e.g. in the event of a stolen credit card or similar instance), we will try, insofar as 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 the right 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 we require.

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

## **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 to a delivery address within Polish territory.

## **6. HOW TO PLACE AN ORDER**

To place an order on this website ([www.bershka.com](http://www.bershka.com)), you, the User, has to complete the entire online shopping procedure, that is, add the selected product to your basket, proceed to the 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: 00 800 341 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 of the order; it simply confirms that we have received your order. Once we process the order and prepare it for shipment, we will send you an e-mail informing that we have accepted the order and containing shipment details (**“Shipment confirmation”**).

We reserve the right to refuse orders. Since we wish to make sure that your chosen product is available, we will not accept the order until we prepare the product for shipment. In the majority of cases this will be within twenty-four hours for products in stock in the warehouse. In the case of items not in stock in the warehouse, you will receive a message with Shipment confirmation once 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 the Contract 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 in paragraph 7 below.

## 7. PERSONALIZED PRODUCTS

The [www.berhka.com](http://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 to arrange a new delivery date or, if you do not accept the proposed date, you are given the option to 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 possession of the product, as confirmed by a signature on the proof of delivery for the ordered products at

the arranged delivery address.

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

The delivery of a virtual gift card shall be considered completed according to the provisions of the 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.

In the case of cash on delivery (COD) orders, if 5 days have elapsed from receipt of information that the order is ready for collection and payment in the store (after receipt of a **“Confirmation of order delivery to a shop”** e-mail), and the order is not collected for reasons which cannot be attributable to us, we have the right to cancel the order (to withdraw from the Contract) and the Contract shall be terminated.

## **9. WHEN DELIVERY IS NOT POSSIBLE**

If you have been delayed in receiving the order, we will extend the date for you to receive the order. If it is not possible to deliver the order on the later date, we have the right to cancel the order (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 information that the order is ready for collection and the order is not collected for reasons which cannot be attributable 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 the Terms 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 to ordered 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 included in 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 and the IN Card employee card, as well as payment in full or in part using a BERSHKA gift card or voucher issued by BERSHKA Polska sp. z o.o. You may also choose to pay for your order by way of cash on delivery, using payment methods accepted in BERSHKA stores in Poland.

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 payment methods: 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 make payment (using one of the aforementioned payment methods) for you chosen products within an hour.

To minimise the risk of unauthorised access, your card information will be encrypted. Once we receive the order, we will ask for card pre-authorisation to ensure that you have sufficient funds to 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 issuer fails 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, gift card and voucher, are accepted by the 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 of A 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 authorised it 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 Fashion Retail, 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, invoicing and 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 using any 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 well as 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 all cases, the conditions for use of the card should be described in a written agreement concluded between 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 “**Favourite card**” and amounts charged through the Express checkout will be automatically debited to the account 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 this screen, in the event of any incorrect information please discontinue the purchasing process. If you 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 must include value added tax (VAT), except for goods that are to be delivered directly to customers in 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 delivery location is deemed to be the territory of a Member State and the address to which the articles are 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**

#### **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 indicated by them (other than the carrier) actually comes into possession of the purchased product or, if several products are included in a single order, but are delivered separately, within 14 days from the 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 notify



us by phone on **00 800 341 12 05**, by e-mail at: [contact\\_pl@bershka.com](mailto:contact_pl@bershka.com) or by using the Template for withdrawal from the contract given in the Appendix, but this is not obligatory. You do 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.

If you, the Consumer, withdraw from this Contract on a statutory basis, we shall refund all payments, including delivery costs, using the same payment method selected for payment for the product, unless you, the Consumer, explicitly agree to another refund method, without incurring any additional costs for you, the Consumer.

In case of withdrawal from this Contract on a statutory basis and selection of one of the refund methods we offer, the funds shall be refunded without undue delay, not later than 14 days from the 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 receipt of 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 choosing one 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. Spedimex – Bershka, Sosnowiec 15a, 95-010 Stryków)- not later than 14 days from the date you, the Consumer, informed us of withdrawal from the Contract. The term is considered to 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
- first return to given order at an approved collection sites done within 14 days from the day, on which the Consumer comes into possession of the purchased product or, if

several products are included in a single order, within 14 days from the day, on which the Consumer comes into possession of the last product of the order.

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 using them 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 returned product or to the proof of purchase.

**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 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.

If you, the Consumer, have made the purchase as a guest, you can use an approved collection sites 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 with a return label. The return label must be attached to the parcel and the parcel placed in an approved collection sites.

Returns at approved collection sites are **free of charge** if they are done within 14 days from the day, on which the Consumer comes into possession of the purchased product or, on which the Consumer comes into possession of the last product of the order. **The Consumer will be charged for returns** at approved collection sites in case of:

- returns done after lapse of 14 days from the day, on which the Consumer comes into possession of the purchased product or, on which the Consumer comes into possession of the last product of the order,
- second or following returns to the same order.

The Consumer shall bear the cost of return specified in HELP section – exchanges and returns.

We recommend the product be returned in its original packaging in order to protect the returned product 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 in printed form. However, your statutory right of withdrawal is not affected if these are missing upon return of the product.

Please note that if you choose cash on delivery as the method for returning the products, we have the right to pass any associated costs we incur onto you, the Consumer.

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 from delivery 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 13.1 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 caused by 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 the deadline 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, 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 one of 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,
- first return to given order at an approved collection sites done within 14 days from the day, on which the Consumer comes into possession of the purchased product or, if several products are included in a single order, within 14 days from the day, on which the Consumer comes into possession of the last product of the order.

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.

**Returns using approved collection sites:**

You may return products using approved collection sites. To do this, please select “**DROP OFF RETURNS**” 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.

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 at approved collection sites are **free of charge** if they are done within 14 days from the day, on which the Consumer comes into possession of the purchased product or, on which the Consumer comes into possession of the last product of the order. **The Consumer will**

**be charged for returns** at approved collection sites in case of:

- returns done after lapse of 14 days from the day, on which the Consumer comes into possession of the purchased product or, on which the Consumer comes into possession of the last product of the order,
- second or following returns to the same order.

The Consumer shall bear the cost of return specified in HELP section – exchanges and returns.

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

Please note that if you choose cash on delivery as the method for returning the products, we have the right to pass any associated costs we incur onto you, the User.

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 the delivery 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 such packaging and other elements, if applicable, sent together with the products. We kindly request that you return products in a secure sealed box. Products should be returned together with the e-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 in printed form.

Please note that if you choose cash on delivery as the method for returning the products, we have the right to pass any associated costs we incur onto you, the User.

Return of orders made using electronic devices available in some BERSHKA stores in Poland and 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 **00 800 341 12 05**.

### **14.3 Returns of defective products (Statutory warranty for product defects)**

If the purchased product is defective, if you are as a Consumer, you may make a complaint based on the Civil Code (Art. 556 and subsequent Act of 23 April 1964 Civil Code (Journal of Laws of 1964, No 16, Item 93, as amended)) The claim may be made on the basis of a statutory warranty against defects.

Consumers have the right to a free repair or replacement, a price reduction or to return the product in case of its defectiveness. These rights apply to defects occurring within 2 years from the delivery of the product(-s). The above rights shall apply for 1 year from the date of discovery of the defect. It is not necessary to produce the receipt on return of the product.

Within the specified time period the Consumer may, instead of the defect rectification we propose, request a replacement for an item free from defects or, instead of a replacement, request that the defect be rectified, unless making the product compliant with the Contract in the manner chosen (by the Consumer) is not possible or would incur excessive costs when compared to our proposed method. When assessing whether costs are excessive, we consider the value of a product free from defects, the type and significance of the discovered defect, as well as the inconvenience caused to you, the Consumer, due to another method of satisfaction.

We will review the complaint within 14 days. You may also submit a warranty claim (e.g. for watches), if such a warranty was granted.

Aside from complaints made under the statutory warranty of a seller for defects in the product sold, the Consumer has 2 options for submitting a complaint:

- By visiting a BERSHKA store and making a complaint – bringing the defective product,
- By using an approved collection sites.

If you wish to complain about an item, please contact us before sending it back to us.

The amount paid, in case of product damage or defect, if such actually exists, shall be returned in full, together with the delivery costs of the product and the cost of shipping the product to us. We shall make the refund using the same payment method chosen by you, the Consumer, upon payment for the product, unless you explicitly agree to a different refund method, which shall not incur any additional costs for you, the Consumer.

#### **14.4 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 13.1 and 13.2 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 13.3, to which this paragraph 13.4 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 outside of Poland.

#### **15. LIABILITY AND INDEMNITY**

A product is defective, if: (i) it does not possess the properties expected from an item of this type for the purposes foreseen in the Contract or arising from the circumstances or associated with its purpose, (ii) it does not possess the properties, of which the seller assured the buyer, in particular, by presenting a sample or model to the buyer, (iii) it is not intended for the purpose indicated by the seller to the buyer upon entering into the Contract and the seller failing to make a disclaimer regarding the intended use, and (iv) it has been issued to the buyer incomplete.

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 contractual right to withdraw.

#### **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 to engage 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, or sending us a letter.

## **18. SEVERABILITY**

In the event a provision of these Terms & Conditions or of the Contract are deemed ineffective based 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 the law 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.

## **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](mailto:contact_pl@bershka.com) in order to obtain an of court settlement.

In this respect, if you have made an online purchase via the website, we wish to inform you, pursuant to EU Regulation No 524/2013 that you have the right to seek amicable consumer dispute resolution through the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/>

Each complaint should include the Consumer's full name, a description of the complaint, the reasons and the requested action to be taken. Apart from complaints lodged under statutory warranty, complaints shall be handled without delay, not later than 30 days from their receipt.

**Last modified: September 2022**



## APPENDIX

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: Spedimex – Bershka, Sosnowiec 15a, 95-010 Stryków, or to the address: [contact\\_pl@bershka.com](mailto: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 not in their professional capacity.