

## **GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website (www.bershka.com) and the purchase of products on it based on the purchase contract concluded between us and you through this website (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of concluding of the relevant Contract (as defined further on) shall be those that apply and these constitute the inseparable part of the Contract.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form.

The Contract (as defined below) may be executed, at your choice, in any of the languages in which the Conditions are available on this website.

### **2. OUR DETAILS**

Sale of goods through this website is carried out under the name Bershka by Inditex Slovakia, s. r. o., with registered address at Einsteinova 18, 851 01 Bratislava, with e-mail address contact\_sk@bershka.com/contact\_sk@bershka.com, with telephone number for identification purposes only (+420) 224 239 873, IČO 36 779 644, registered with the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 46042/B, with VAT Number SK 2022395078.

Supervisory authority:

Slovenská obchodná inšpekcia  
Inšpektorát SOI pre Bratislavský kraj  
Bajkalská 21/A, P.O. Box č. 5, 820 07 Bratislava  
Odbor výkonu dohľadu

If you are not satisfied with the handling of your request or complaint, you can also submit a request for inspection electronically through the platform available on the website:

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

Úrad verejného zdravotníctva Slovenskej republiky  
Trnavská cesta 52, 826 45 Bratislava  
Odbor hygieny výživy, bezpečnosti potravín a kozmetických výrobkov

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

The information or personal details that you provide us shall be processed fully in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true, complete and correspond to reality. You bear the full responsibility for providing us with true, complete and real personal data under respective legal regulations.

### **4. USE OF OUR WEBSITE**

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

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

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts and fully accept the Conditions. Moreover you declare and confirm that before placing an order we sufficiently inform you about acts necessary for conclusion of the purchase contract by describing them in these Conditions located at the respective subpage of the website, the purchase contract will not be stored in electronic version and you are entitled to ask for it in writing and that the language offered for the conclusion of the purchase contract is the Slovak language.

### **5. SERVICE AVAILABILITY**

Delivery service for the articles offered on this website is available in Slovakia only.

If you wish to order products from another EU member state outside of the Slovakia via this website you are of course welcome to do so; however, the ordered product(s) can only be delivered to a Bershka shop or a delivery address within Slovakia.

### **6. FORMALISING THE CONTRACT**

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, but rather an invitation to enter into a contract. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, you shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click on "Place order". Beware that by placing an order you are obliged to pay for your order. After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). This does not mean that your order has been accepted by us. Your order is an offer that you are making to us to buy one or more products. All orders

are subject to our acceptance, which you will be informed of via an email in which we will confirm that the order is being sent (the "Delivery Confirmation"); please see also the provisions in Clause 12.2 (Ordering with the help of electronic devices) below. The contract between the Parties to buy a product (the "Contract") is concluded only when we send you the Delivery Confirmation.

A summary of the details of your order will be attached to the Delivery Confirmation ("e-ticket").

## **7. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order or provide you with the option to withdraw from the Contract (cancellation of order) via an email. If you do not wish to order the substitute products and perform the withdrawal of the Contract or cancel the order, we will reimburse any amount that you may have paid within the period of 14 days as of the delivery of an email. Provided you do not withdraw from the Contract or cancel the order or accept the substitute product within the reasonable period of time we are entitled to withdraw from the Contract and to reimburse you any amount that you may have paid within the period of 14 days as of the delivery of our withdrawal from the Contract to you.

## **8. REFUSAL TO PROCESS AN ORDER**

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order once we have sent the Order Confirmation.

## **9. DELIVERY**

Notwithstanding Clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation. We are entitled to deliver the order before lapsing of time for the delivery agreed in the Contract or determined in these Conditions.

The available shipping methods, the associated amounts and any other relevant information are described in the Help Section. In any case, the delivery information is always notified in the product detail page, in the shopping cart, along the purchase process and in the Order confirmation. As well, prior to the completion of the purchase process, all your order information is given.

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

As for the virtual gift card (hereinafter referred to as “eCard”), we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid within the period of 14 days as of the cancellation. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or state holidays, except in the case of the eCard which will be delivered on the date specified by you.

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

In the case of consumers, “acquiring physical possession” of the goods means the moment when you acquire physical possession of all parts of the ordered goods, or if

- i) the goods ordered by you in one order are delivered separately, at the moment of acquiring physical possession of the goods that were delivered last,
- ii) the delivered goods consist of several parts or pieces, at the moment of acquiring physical possession of the last part or last piece,
- iii) the goods are supplied repeatedly during a certain period of time, at the moment of acquiring physical possession of the first goods.

Please note a third person authorized by you to take over the order has to provide us with the copy of Delivery Confirmation.

The eCard will be considered delivered as set out in the Terms of Use of the gift card and, in any case, at the time of sending this to the email address specified by you.

You are entitled to dismiss the order with defects or to confirm taking order with defects over and subsequently to follow our Complaint policy incorporated in these Conditions. In case of dismissal of taking order with defect over all expenses for returning the order shall be borne by us.

## **10. INABILITY TO DELIVER**

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the cheapest ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract for reasons not attributable to us may have an additional costs which we will be entitled to fully pass on to you.

This clause does not apply to the eCard, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 9 above.

## **11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above or in case taking over of order is not performed in time the transmission on risk on the order is effective as of time when we allow you to dispose with the order and you or third party authorized by you will not take over it.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 9 above), if that were to take place at a later time.

## **12. PRICE AND PAYMENT CONDITIONS**

### **12.1 General Information**

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it via email or in writing. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full within the period of 14 days as of the cancellation.

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

The prices on the website include VAT (with exception of gift cards / eCards), but exclude delivery and postage charges, which are added to the total price as indicated in our Help section (see the section on Delivery Charges).

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Help section. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the following: Visa, MasterCard, American Express, INCARD and PayPal. Also, you can pay all or part of the price of your purchase with a gift card, an eCard or a voucher card issued by Inditex Slovakia, s. r. o. for Slovakia.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

When you click "Place order", you are confirming that you are aware of the fact that the order implies an obligation to pay and the credit card is yours or you are the rightful holder of gift card, the eCard or the voucher card.

Credit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

You are entitled to change already selected payment method only based on our mutual agreement.

Inditex Slovakia, s. r. o. has commissioned Fashion Retail, S.A. with its corporate seat at Avda de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1<sup>st</sup> entry, and tax identification number A-70301981, with the processing of all payments made via this website and making refunds.

## **12.2 Ordering with the help of electronic devices**

If you wish to place an order by using an electronic device provided by us in a store, you must follow the steps that appear on the device during the purchase process. You can change all the details of your order during that process, e.g., you can choose the payment method before completing the order. Please note that by pressing the button "Place order" you agree to pay for your order. After doing so, you will receive the Order Confirmation e-mail or a SMS (if you have only provided us with your mobile number) confirming receipt of your order. You will be informed by the Delivery Confirmation e-mail or via SMS (if you have only provided us with your mobile number) that the order is being accepted and sent; please see also the provisions in Clause 6 (FORMALISING THE CONTRACT) above. A summary of the details of your order will be attached to the Delivery Confirmation or the SMS. If you have chosen deliver to store as delivery method we will contact you by e-mail or SMS (if you have only provided your mobile number), when the order is ready to be collected.

## **13. BUYING GOODS AS A GUEST**

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a non-registered user.

## **14. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the website are subject to Value Added Tax (VAT) with exception of purchases of gift cards / eCards.

In this regard and pursuant to Chapter I of Title V of Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State where items shall be delivered and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, VAT would be charged appropriately by us if goods are supplied to the customer who is or is required to be a taxable person for VAT purposes.

## **15. EXCHANGE/RETURN POLICY**

### **15.1 Statutory right of withdrawal**

#### Right of withdrawal

If you are contracting as a consumer (pursuant to the Article 52(4) of the Act No. 40/1964 Coll. the Civil Code), you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods as stated for consumers under Clause 9 of these Conditions.

To exercise the right of withdrawal, you may notify us at Bershka, under the address Inditex Slovakia, s. r. o., trading as Bershka, Einsteinova 18, 851 01 Bratislava, by sending an email to [contact\\_sk@bershka.com](mailto:contact_sk@bershka.com) or [contact\\_sk@bershka.com](mailto:contact_sk@bershka.com), through section "My account" or "Returns" of the website or by writing to our contact form, of your decision to withdraw from this Contract by an unequivocal statement. You may use the model withdrawal form as set out in the Annex, but it is not obligatory. If you have bought any good as a guest you may exercise the right of withdrawal by following the link included in the Order Confirmation.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired or if the withdrawal is sent at the last day of the withdrawal period at the latest.

#### Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you (less return costs, if applicable, see Clause 15.3), including delivery charges to the original delivery place (except for any additional charges resulting from your choice of any delivery method other than the cheapest ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which the withdrawal of this Contract has been delivered to us. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, if not agreed otherwise between us. In any event, you will not incur any charges as result of such reimbursement.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back or deliver the goods or hand them over to us at any Bershka store in Slovakia without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from handling of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.

## **15.2 Contractual right of withdrawal**

In addition to the statutory right to withdraw from the Contract for consumers, mentioned in Clause 15.1 above, we grant you a period of 30 days from the date of delivery of the products to return the products (except those mentioned in Clause 15.3 below, for which the right to cancel is excluded).

The return of the gift card / eCard is also governed by the Terms of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed (less return costs, if applicable, please see Clause 15.3) with the amount paid for said products. Delivery charges will not be reimbursed.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 15.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Delivery Confirmation.

## **15.3 Common provisions**

You are entitled to withdraw from the Contract before the commencement of passing the period for the withdrawal.

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following Products:

- i. Customised items (items manufactured according to particular requirements of the consumer, tailor made items or items determined particularly for one consumer)
- ii. Music CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened beyond what is necessary to establish the nature, characteristics and functioning of the goods, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the products while in your possession.



Please return the products, if possible, by using or including all original packaging. In any case, you must return / send the product to be returned together with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app.

The return of the gift card / eCard is also governed by the Terms of Use of the Gift Card.

Upon cancellation, the respective products shall be returned as follows:

(i) Returns at any Bershka store:

You may return any product to any Bershka store in Slovakia which has the same section as the product you wish to return belongs to. In such case, you should go to such store and present the product(s) with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket. This option is free of charge.

(ii) Returns at drop points:

You may request a return of the product(s) at one of the available drop points in Slovakia; for more details about the drop points in Slovakia and/or to learn more about how to proceed please follow the instructions under “My Accounts” or “Returns” section of this website. Please return the product(s) in its original packaging, if possible. If you have bought goods as a guest, you may request returns at drop points by following the link included in one of the emails we sent you about your order. Please be informed that we will bear the costs of the first return organized this way within one and the same order, if you request this return within a period of 14 days from the receipt of the Delivery Confirmation. For requesting the return from the 15th day after receiving the Delivery Confirmation, as well as for each subsequent return within the same order (e.g. if you decide at a later stage that you want to return more items of the same order), the return costs will be borne by you; we will charge a fixed amount (regarding the amount we refer to the “My account” or “Returns” section of this website) which we will immediately deduct from the amount to be refunded..

(iii) Returns by courier:

You may request a return of the product(s) by courier arranged by us; for more details on this service and/or to learn more about how to proceed please follow the instructions under “My account” or “Returns” section of this website. Please return the product in its original packaging, if possible. If you have bought any goods as a guest, you may request returns by courier by following the link included in one of the emails we sent you about your order. Please be informed that you will bear the costs of returns by courier; we will charge a fixed amount (regarding the amount we refer to the “My account” or “Returns” section of this website) which we will immediately deduct from the amount to be refunded to you.

Alternatively you can return the product directly to the following address:

Spedimex Sp. z o.o., Sosnowiec 15A, 95-010 Stryków, Poland

We ask you to return the product without delay, together with the print-out of the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app. The costs incurred in the return of the product are payable by you.

Please note that, following delivery of the order, if you exercise your statutory or contractual right of withdrawal and you are the one who organizes the transport of the returned products, without that service having been offered by us, we cannot assume the risk on the return package when it refers to causes not attributable to us. In any case, nothing in this clause will affect your statutory rights.

Moreover, please remember that you will be responsible for the contents of the return package when you use any of the return options offered by us. In the event that there is an error in the content of the return package not attributable to us, we will be entitled to pass on you the corresponding costs if it is possible to manage the return of the package to your attention.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid (less return costs if applicable, please see above or "Returns" section of this website). Delivery and postage charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the costs and risks of returning the products to us, as indicated above.

If you have any questions, you can contact us on our contact form or by sending an email to [contact\\_sk@bershka.com](mailto:contact_sk@bershka.com).

#### **15.4 Right of withdrawal and return for orders from abroad**

If you have ordered products from outside Slovakia from another EU member state via this website, the above clauses apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Slovakia. At the same time we would like to inform you that we are under no circumstances (with exception of cases of statutory warranty law to which this provision doesn't apply) obliged to reimburse shipping costs to places other than the original delivery address and/or the return costs from places outside Slovakia.

#### **16. Complaint policy**

We shall be liable for any defects that the sold item has at the time of its delivery and any defect that manifests itself during the warranty period. In case of used items, we shall not be liable for defects arisen due to the use or wear. In case of an item sold for a lower price, we shall not be liable for the defect due to that the lower price was agreed on.

If your complaint is lodged in time the procedure and our rights according to the Articles 507 and 621(19) of the Civil Code are as follows:

If the defect can be removed, you can request its removal free of charge. We will remove the defect within a reasonable period of time. A reasonable period of time means the shortest time that we need to assess the defect and to repair or replace the item, taking into account the nature of the item and the nature and severity of the defect.

You have the right to choose to remove the defect by replacing the item or repairing the item. You cannot choose a method of removing the defect that is not possible or that, compared to the other method of removing the defect, would cause us disproportionate costs, taking into account all the circumstances, especially the value that the item would have without the defect, the severity of the defect and the fact, whether the other method of removing the defect would cause significant difficulties for you.

If the defect concerns only a component of the item, you may demand under the same conditions as stated above in the previous paragraph. We can refuse to remove the defect if repair or replacement is not possible or if it would require unreasonable costs taking into account all the circumstances, including the circumstances stated above in the previous paragraph.

If the defect cannot be removed and prevents a proper use of the item as a faultless item pursuant to Article 499 of the Civil Code, you have the right to withdraw from the Contract. The same right shall belong to you if the defects can be removed but you cannot use the item properly due to a repeated occurrence of the defect after the repair or due to a larger number of defects.

In case of an irremovable defect that does prevent the proper use of the item pursuant to Article 499 of the Civil Code, you shall be entitled to an adequate discount from the price of the item.

You have the right to a reasonable discount from the purchase price or can withdraw from the Contract even without providing an additional reasonable period pursuant to Article 517(1) of the Civil Code, if

- i) we did not repair or replace the item,
- ii) we did not repair or replace the item in accordance with Article 623(4) and (6) of the Civil Code,
- iii) we refused to remove the defect pursuant to Article 623(2) of the Civil Code,
- iv) the item has the same defect despite the repair or replacement of the item,
- v) the defect is of such a serious nature that it justifies an immediate discount from the purchase price or withdrawal from the Contract, or
- vi) we have declared or it is clear from the circumstances that we will not remove the defect within a reasonable period of time or without causing serious difficulties for you.

You cannot withdraw from the Contract if you participated in causing the defect or if the defect is negligible. If the Contract concerns the purchase of several items, you may withdraw from the Contract only in relation to the defective item. In relation to other items, you can withdraw from the Contract only if it cannot reasonably be expected that you will be interested in keeping the other items without the defective item.

We instructed you by your rights arising from the Articles 507 and 621(1) of the Civil Code stated above by placing these Conditions at respective subpage of the website and you had the option to acquaint with before sending the order.

We are liable for the defects of items under the Slovak law and you are obliged to lodge the complaint to us within six months from the discovery of the defect, at the latest by the expiration of the specified warranty period, unless otherwise stated in the warranty certificate, and in order to exercise your rights under Article 621 of the Civil Code you must lodge the complaint within two months from the discovery of the defect, at the latest by the expiration of the specified warranty period.

The valid Complaint policy is applicable for complaint procedure incorporated in these Conditions. You have been duly acquainted with the Complaint policy, with conditions and method of the complaint of

the order before conclusion of the Contract by placing these Conditions at respective subpage of the website and you had the option to acquaint with before sending the order.

The Complaint policy applies solely to the item bought by you through this website.

If the order has defect you can lodge the complaint at the complaint department at any Bershka shop Slovakia, request a return at one of the available drop points or giving it to the courier that we send to your along with the notification on complaint, for instance that is placed on our website. We recommend you to insure the order. The notification on complaint must include the description of the defect and declaration which right described in Art. 507 and 621(1) of the Civil Code and above you exercise.

The complaint procedure shall commence as of the day the notification on complaint and the item with defect is delivered to us.

We shall provide you with the Confirmation on complaint without undue delay via email or in writing including the date of the complaint, the type of the order, complained defects of the order, when and where the order was purchased and repeatedly instruct you on your rights arising from Article 621(1) of the Civil Code above placed in these Conditions. In the Confirmation on complaint, we shall also state the period in which the defect in accordance with Article 507(1) of the Civil Code will be removed. The deadline notified according to the previous sentence must not be longer than 30 days from the day the complaint procedure was commenced, unless a longer deadline is not justified by an objective reason beyond our control.

If we refuse responsibility for the defect, we will notify you in writing of the reasons for the refusal. If you prove our responsibility for the defect by way of an expert opinion or professional opinion issued by an accredited person, an authorized person or a notified person, you can make a repeated complaint in which case we cannot refuse responsibility for the defect; for the repeated complaint Article 621(3) of the Civil Code does not apply. With respect to the costs you incurred in relation to attaining an expert opinion or professional opinion, Article 509(2) of the Civil Code applies.

We are not liable for defects of the order caused by yourself or if you have been expressly warned by us that the order has defects or you should know about defects of the order taking into account circumstances of the Contract. Moreover, we are not liable for defects if the defect was caused by mechanical damage by you or third person.

We are obliged to settle the complaint and close the complaint procedure by one of the following methods:

- (i) Handing repaired order over;
- (ii) Exchange of the order;
- (iii) Reimbursement of the purchase price;
- (iv) Reimbursement of adequate sale from the purchase price;
- (v) Written request for taking the fulfillment over;
- (vi) Reasoned dismissal of the complaint.

We are obliged to provide you with the written Evidence on the settlement of the complaint within the period of 30 days as of lodging of the complaint, unless a longer deadline is not justified by an objective

reason beyond our control, at latest in person or by courier. You will be informed about the outcome of the complaint via email or phone without undue delay as of the closure of the complaint procedure.

The statutory warranty period is 24 months as of the delivery of the item, if not stated otherwise for particular cases or unless a consumer warranty is provided by us.

The warranty period is prolonged for the period during which you did not use the item because of warranty repair of the item.

In case of exchange of the item we shall provide you with the evidence stipulating the information on the exchange of the item and prospective further complaints shall be lodged based on the Contract and such evidence. In case of the exchange of the item new warranty period commences to last for the new order.

The outcome of the complaint solely applies to defects indicated in the notification on complaint and in the Confirmation.

Please beware that the Complaint procedure only applies if you act as a consumer.

We are obliged to provide you with the warranty letter if you require or if its issuance is required due to the character of the item or in the case of a consumer warranty. The warranty letter must include the identification of the seller, the content, scope and conditions of the warranty.

## **17. INTELLECTUAL PROPERTY**

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

## **18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service. You are not entitled to use the website for sending of spam or chain message and to create false messages in order to false the identity of other customers.

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

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

## **19. LINKS FROM OUR WEBSITE**

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

## **20. WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you with the information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, invoices, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

## **21. NOTIFICATIONS**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter.

As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

## **22. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

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

## **23. EVENTS BEYOND OUR CONTROL**

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

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

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

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

#### **24. WAIVING RIGHTS**

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

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

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

#### **25. PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

#### **26. ENTIRE CONTRACT**

These Conditions and any document referenced in the same constitute the Entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.

The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

## **27. OUR RIGHT TO MODIFY THESE CONDITIONS**

We have the right to review and modify these Conditions at any time. Any modification of Conditions must not violate or limit your right arising from the Contract performed before entering of such modifications into validity. Modifications shall become effective as of the day of their publication on website. If you do not agree with amended Conditions you are entitled to cancel your Account, otherwise we assume you agree.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order.

## **28. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts through said website shall be governed by Slovak legislation.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Slovakian courts.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the rights you have, as recognised in any applicable legislation in this area.

The relationships not stipulated in these Conditions are governed by the respective provisions of legal regulations valid and effective in the territory of the Slovak Republic.

## **29. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Moreover, there are official claim forms available to consumers and users. Those can be requested by sending an email to [contact\\_sk@bershka.com](mailto:contact_sk@bershka.com) or through the contact form.

If you as a buyer consider your rights have been breached or you are not satisfied with the method of the settlement of the complaint, firstly you can address your complaints with the request for the redress to us via the email address [contact\\_sk@bershka.com](mailto:contact_sk@bershka.com) in order to seek an out-of-court settlement pursuant to Article 11 of the Act No. 391/2015 Coll. on Alternative Consumer's Dispute Resolution as amended.



If we reject your request or do not respond within the period of 30 days as of sending you are entitled to submit the motion for the commencement of the alternative dispute resolution according to the Article 12 of the Act No. 391/2015 Coll. on Alternative Consumer's Dispute Resolution as amended. The respective subject to solve the dispute is Slovak Trade Inspection, with the registered seat at Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava (<http://www.soi.sk>) or any other authorized subject registered with the list of the subject of the alternative dispute resolutions held by the Ministry of Economy of the Slovak Republic (<http://www.mhsr.sk>). You can also use the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>

Last updated on [21/06/2024]

## ANNEX

### MODEL FORM FOR WITHDRAWAL FROM A CONTRACT

(complete and return this form only if you wish to withdraw from the Contract)

To Inditex Slovakia, s. r. o., trading as Bershka, Einsteinova 18, 851 01 Bratislava,  
and email address [contact\\_sk@bershka.com](mailto:contact_sk@bershka.com)

I hereby give notice that I withdraw from the Contract of sale of the following products: [...]

Ordered on/received on (\*): [...]

Name and surname of consumer: [...]

Address of the consumer: [...]

Bank account Number for returning the payment: [...]

Signature of the consumer (only for paper forms): [...]

Date: [...]

(\* ) Delete as appropriate