

## SALE AND USE TERMS AND CONDITIONS

### 1. INTRODUCTION

This document establishes the sales' terms and conditions detailed below, which apply to all orders for items purchased via the Website ([www.bershka.com](http://www.bershka.com)) in **TUNISIA** (hereinafter the "**conditions**").

Please carefully read these Terms and Conditions, our cookie policy and our privacy policy (hereinafter the "Data Protection Policies") before using this website. By using this website or placing an order on it, you agree to be bound by these Terms and Conditions and our Data Protection Policies. If you do not agree to all of the Terms and Conditions and the Data Protection Policies, please do not use this website.

These Terms and Conditions are subject to change and it is your responsibility to review them regularly, as the applicable Terms and Conditions will be those in effect at the time the Purchase Agreement is entered into (as described below).

If you have any questions about the conditions, please contact us by filling out the forms provided. The Purchase Agreement (hereinafter referred to as the "**Agreement**") may be made, at your option, in one of the languages in which the Conditions are available on our Website.

### 2. OUR CONTACT DETAILS

The sale of items through this Website is carried out under the name "BERSHKA" by the Company STUDIOTEX SA, whose registered office is located at 59 rue 8603-Zone Industrielle Charguia 1, Tunis Carthage 2035; holder of the identifier number 1264642B.

### 3. YOUR CONTACT DETAILS AND VISITS TO THE WEBSITE

The information or personal data you provide will be treated in accordance with the Data Protection Policies. By using this website, you consent to the processing of such information and contact details and certify that all the information or contact details provided are accurate.

### 4. USE OF OUR WEBSITE

By using this website and placing orders on it, you acknowledge and agree to:

- i. Use this website only for the purpose of making legally valid enquiries or placing orders.
- ii. Do not place false or fraudulent orders. If we have reason to believe that such an order has been placed, we shall be entitled to cancel it and inform the competent authorities.
- iii. Provide us with your email address, mailing address and/or other contact details. Similarly, you authorize us to use this data so that we can contact you in relation to your order, if necessary (see our privacy policy).

You will not be able to place an order if you do not provide us with all the required data.

By placing an order on this website, you affirm that you have the legal capacity to enter into agreements.

## **5. SERVICES AVAILABILITY**

The delivery service for the products offered on this website is only available in Tunisia.

## **6. TECHNICAL MEASURES TO CORRECT ERRORS**

If you notice that an error occurred when entering your personal data during your registration as a user of this site, you can modify them in the "My Account" section.

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting customer service via the email address [contact\\_co@bershka.com](mailto:contact_co@bershka.com) and the chat accessible through the website, as well as by exercising the right of rectification provided for in our privacy policy via [dataprotection@bershka.com](mailto:dataprotection@bershka.com). This website displays confirmation boxes in various sections of the purchase process that do not allow the order to proceed if the information contained in those sections has not been properly provided.

In addition, this website provides details of all the items you have added to your shopping cart during the checkout process, so that before payment is made, you can change the details of your order.

If you detect an error in your order after the payment process has been completed, you should immediately contact our customer service to correct the error.

## **7. HOW TO ORDER ON OUR WEBSITE**

In order to place an order, you should follow the online purchase procedure.

You will be notified by email confirming that your order has been processed (hereinafter the "**Order Confirmation**"). You will also be informed by email of the dispatch of your order (hereinafter the "**Dispatch Confirmation**"). An e-ticket containing the details of your order will be attached to the Shipping Confirmation (hereinafter the "**E-ticket**"). Ordering an item from our Website implies full and complete acceptance of the Sale and Use Terms and Conditions.

## **8. ITEMS' AVAILABILITY**

The items order is subject to availability.

In the event of supply difficulties or out-of-stock conditions, we reserve the right to inform you about the possibility of ordering substitute items, of a higher or equal nature or value. If you inform us that you do not agree to place a substitution order, we will refund any amount within a maximum period of 15 days.

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

We reserve the right to remove, at any time, any item offered on the Website and to replace or modify any content or information contained therein. Although we always make every effort to fulfill all orders, exceptional circumstances may arise which may require us to refuse to process an order after sending you the Order Confirmation. We reserve this right at any time. In this case, if payment has already been made, we will reimburse you for all amounts paid, including delivery costs, within a maximum period of 15 days following the Order Confirmation and using the same payment method as

that which you used during the transaction. In all cases, this reimbursement will not entail any fees at your expense.

We are not liable to you or any third party for the removal of any item from the Website, the removal or alteration of any material or content contained therein, or the failure to process an order in the above cases, after sending the Shipping Confirmation.

## **10. PRICES**

The prices displayed on our Website are denominated in Tunisian dinars and all taxes included. Purchases made through our Website are subject to value added tax (VAT) at the rate legally in force on the day of sale. The prices displayed on our Website include VAT but exclude delivery charges, which will be added to the total amount to be paid.

The price of the items will be the one indicated at all times on our Website, except in case of error. Despite our efforts to ensure that the prices listed on the Website are accurate, errors may occur.

We are not obliged to sell an item at a lower price if that price is incorrect (even after we have sent you the Order Confirmation),

If we notice an error in the price of the item(s) you have ordered, we will immediately inform you and offer you the option of either confirming your order at the correct price or cancelling it.

If we are unable to contact you, the order will be considered cancelled and in which case we will reimburse you the full amount already paid, by bank transfer.

Prices are subject to change at any time. However, no changes will have any effect on orders for which an Order Confirmation has already been sent.

After selecting the items you wish to purchase, they will be added to your shopping cart. We will then proceed with the processing of your order. To this end, you shall follow the different steps of the purchase process by indicating or verifying the required information at each step.

During the purchase process, you always have the possibility to amend your order data, but from the date of the Order Confirmation, the order cannot be changed.

In addition, if you have registered as a user in our system, all data relating to the orders you have placed with us are available in the "My Account" section.

For all orders placed via our Website, an invoice in electronic format will be made available to you in the "My Account" section.

## **11. PAYMENT METHODS**

The customer can choose between these two payment methods commonly used in Tunisia for e-commerce, namely electronic payment by card bank or postal and COD payment (cash on delivery) of goods.

### **a. Electronic payment**

The customer can pay online on our Website using credit cards or postcards.

By clicking on "Authorize payment", you confirm that the bank/postcard belongs to you.

Credit cards are subject to validity checks and authorization by the card issuing body. If we do not receive the required payment authorization, we will not be liable for any delay or failure to deliver the Products and we will not be able to enter into a Agreement with you.

In accordance with our commitment on the payment security, all your details communicated during your order never transmit unencrypted on the network; they are encrypted, so under no circumstances your credit card number is stored at STUDIOTEX.

Please note that the option "change size or color" will only be available if one of the electronic payment methods has been used :

**b. COD payment**

The customer can also pay cash for the items ordered at the time of delivery. In this case the customer will, as far as possible, have to prepare the exact amount of the order because the deliverers do not always have the change.

**12. DELIVERY**

The delivery service of the items offered on our Website is available on the territory of the Republic of Tunisia only.

To receive his order, the customer can choose between these two delivery methods, namely "click & collect" or home delivery.

**a. Click & collect**

To receive his/her order, the customer can opt for click & collect. The click & collect is the method of purchase by which the customer orders his/her item online on our Website and subsequently (x hours/days later) withdraws his/her purchase in one of our stores.

**b. Home Delivery**

To receive his/her order, the customer can also opt for home delivery.

Subject to the provisions of clause 8 above relating to the availability of items, we will endeavour to deliver the item(s) shown on the Dispatch Confirmation to you no later than the date shown on the Dispatch Confirmation or, if no date is shown, within the indicative period given when choosing the delivery method and, in any event, within a maximum of 30 days from the date of the Order Confirmation.

Nevertheless and in exceptional circumstances, delays may occur.

If for any reason we are unable to meet the delivery date, we will inform you immediately and offer you the choice of either continuing your order with a new delivery date or cancelling it, in which case we will reimburse you the full amount you have already paid. Please note that no home delivery can be made on Sundays and holidays.

For the purposes of these terms and conditions, "delivery" shall be deemed to have been made, or the order shall be deemed to have been "delivered", when you, or a third party designated by you, are in physical possession of the item(s) and the delivery receipt.

**c. Delivery impossible**

If we are unable to deliver your order, your order will be returned to our warehouse. We will also let you know where your order is and how to proceed with a new delivery. If you are not at the delivery location at the agreed time, please contact us to arrange delivery at a later date. If the order has still not been delivered, for reasons for which we are not responsible, after a period of 30 days (following the date on which your order was available for delivery), we will consider that you wish to terminate the Agreement and the Agreement will be automatically terminated in accordance with the provisions of Article 274 of the COC. As a result of the Agreement being terminated, we will reimburse you for all amounts paid, including delivery charges, within 10 business days from the time the Agreement is deemed to be terminated.

### **13. DELIVERY**

Save in exceptional circumstances, we will endeavour to send the order including the listed product(s) before the date indicated in the relevant Delivery Confirmation or, if no delivery date is specified, within the estimated time indicated when choosing the delivery method and, in any event, within a maximum of 30 business days from the date of the Order Confirmation.

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

If, for any reason, we are unable to meet the delivery date, we will inform you of this situation and give you the opportunity to continue the purchase, setting a new delivery date, or cancel the order with full refund of the amount paid. Under no circumstances should you forget that we do not make home deliveries on Sundays or public holidays.

For the purposes of these Terms, "delivery" shall be deemed to have taken place or the order "delivered" as soon as you or a third party indicated by you acquire physical possession of the goods, which will be evidenced by the signature of receipt of the order at the delivery address.

### **14. TRANSFER OF RISKS AND OWNERSHIP OF ITEMS**

The transfer of risks relating to the items takes place as of the delivery of the latter. Ownership of the items will be transferred to you only after receipt of full payment of the sums due, including delivery charges.

### **15. CONSUMER PROTECTION**

In accordance with the regulations in force, the consumer will be able, before the final confirmation of his order, to definitively recapitulate all his choices, confirm or amend his shopping cart and consult the Site's electronic certificate. In addition, and before the final click, the consumer will have access to information concerning the brand, the items displayed, the payment methods, those of retraction, return, and reimbursement and more generally the present STC.

In addition, the seller will provide, by email, to the consumer who requests it, a document summarizing all the data relating to the sales transaction and this within 10 business days following the conclusion of the Agreement.

## **16. RIGHT OF WITHDRAWAL**

### **16.1 Legal right of withdrawal**

As a consumer, you have the right, in accordance with the regulations in force, to withdraw from the Agreement without giving any reason. The deadline for exercising your right of withdrawal is 10 business days from receipt of your order, after this period you can no longer claim to exercise this right. The notification of withdrawal is made through our contact channels.

If you decide to retract, you must, after having contacted us by email, return your order without delay. To do so, you can deposit it either in one of our BERSHKA Tunisia stores, or by sending it by mail via the Tunisian post office. It should be noted that the items of your order must be returned to us in perfect condition, such as the one in which you received them and their labels must not have been removed, moreover the items must not have been used or worn for any other purpose than to try them. Please return the items in their original packaging with all contents, if applicable.

After examining the returned items, we will inform you whether you are entitled to a reimbursement based on the condition of the items. If we consider that the items are in satisfactory condition, we will reimburse your order within 10 days from the date of the actual return of the items.

The reimbursement will be made by bank transfer to your personal account or by means of an electronic voucher in the form of a discount code to be redeemed at the time of your next purchase on our Website. Please note that we reserve the right to withhold the reimbursement until we have received the items in question.

Withdrawal cannot be exercised in the following cases:

- The order includes personalized items.
- The order includes items that cannot be reshipped or that are likely to be damaged.

If you consider that the size or color of the item you purchased does not suit you, regardless of your legal right of withdrawal, you can request the change of this item on the website, and select the size or color for which you want the change of the first item purchased, provided (i) it is the same item, and (ii) certain means of payment have been used]

Please note that this feature will only appear when the above conditions are met.

The item(s) purchased from our Website can be exchanged within 10 business days of receipt of your order.

The item (or items) in question should be reported to the BERSHKA Tunisia store nearest you.

The item (or items) to be exchanged must be in perfect condition and as described above for the return of items under the right of withdrawal.

After examining the returned item and if we consider it to be in satisfactory condition, we will proceed with the exchange.

The exchange can be done according to your choice either by an equivalent item (in price) or by a voucher of the same value which will remain valid for 30 days for a later purchase in one of our stores.

In addition, the return of the gift card is subject to the terms and conditions of use governing the gift card

## **16.2 Contractual right of withdrawal**

In addition to the legal right of withdrawal granted to consumers, mentioned in clause 16 above, you have the possibility to return any product (with the exception of products, for which the right of withdrawal is excluded) within 30 days from the date of confirmation of order dispatch.

In case of return of the products carried out under the contractual right of retraction after expiration of the legal retraction period, the reimbursement will only be for the amount paid for these products. Delivery costs will not be reimbursed.

In the event of a return to the store, you must present the product accompanied by the E-ticket attached to the Shipping Confirmation, which is also saved on your account and on our website.

You may exercise your contractual right of withdrawal under the provisions of clause 16.1 above. However, if you inform us of your decision to withdraw from the Agreement after expiry of the statutory withdrawal period, you shall, in any event, return the Products to us within 30 days from the date of confirmation of order dispatch.

## **17. RETURN OF DEFECTIVE ITEMS**

If you believe, at the time of delivery, that the items do not conform to the Agreement, you should immediately contact us through our contact channels and inform us of the characteristics of the items in question and the nature of the defect(s) found. You must then return the items in question to us within 15 days. We will examine the returned items in detail and inform you by email within a reasonable period of time whether the items can be exchanged or whether you are entitled to a reimbursement.

If a defect or damage is found, the returned items will be fully reimbursed, including the shipping charges you paid. Reimbursement will be made according to the same terms and conditions provided above for the right of withdrawal.

## **18. LIMITATION OF LIABILITY**

Unless otherwise stated, our liability in respect of any item purchased on our Website is strictly limited to the purchase price of such item.

We shall not be liable under these STC in the event that our failure to perform our obligations is attributable to the actions of a third party or to your fault.

Due to the open nature of our Website and the possibility that errors may occur in the storage and transmission of digital information, we do not guarantee the accuracy or security of any information transmitted or obtained through this Website, unless expressly stated otherwise.

All documents, descriptions and information relating to the items featured on our Website are provided "as is", without being covered by any warranty, express or implied, except for warranties provided by law. In this sense, if you are a party to the Agreement as a consumer, we are obliged to deliver items to you in accordance with the contractual terms because we are liable to you for any lack of conformity at the time of delivery. Items are considered to be in conformity with contract terms when:

- i. These items conform to the description we have presented and have the characteristics we have set out on our Website ;
- ii. These items are adapted to the purposes for which they are generally designed ;
- iii. These items meet the quality criteria that are generally accepted for items of the same kind and that can reasonably be expected.

## **19. NOTICES**

Only notices sent through the contact form will be taken into consideration. Unless otherwise specified, we may send you notices to the e-mail or postal address you have given us when you placed your order.

It is understood that notices will be received and processed as soon as they are published on our Website, either 24 hours after they are sent by email, or three days from the date of postage in the case of postal dispatch. In order to prove that a notice has been sent, it will be enough to demonstrate, in the case of a letter, that the address was correctly written and that the letter was stamped and mailed; in the case of an e-mail, it will be enough to demonstrate that it was sent to the e-mail address indicated by the recipient.

## **20. FORCE MAJEURE**

We will not be liable for any non-performance or delay in the performance of our contractual obligations caused by events beyond our control (hereinafter "**Force Majeure**") as determined by law.

It is understood, on the one hand, that our contractual obligations will be suspended for as long as the Force Majeure event lasts and, on the other hand, that our lead times for fulfilling these obligations will be extended for a period equivalent to that of the Force Majeure event.

Notwithstanding Force Majeure, we will do our utmost, to the extent possible and reasonable, to stop the Force Majeure or to find a solution that allows us to perform our contractual obligations.

## **21. RIGHT OF RENUNCIATION**

If we cease to have any claim against you for the effective performance of your obligations under the Agreement or these STC, or if we fail to exercise any of our rights or remedies to which we are entitled under the Agreement or these STC, this shall not constitute a renunciation or limitation of such rights or remedies and shall not relieve you of your obligations.

No renunciation by us of any specific right or remedy shall constitute a renunciation of any other rights or remedies under the Agreement or these STC. No renunciation by us of any of these rights or remedies under the Agreement or these STC will be effective unless it is expressly qualified as such and communicated to you in accordance with the provisions set forth in the notice provision above.

## **22. CONTINUATION OF THESE TERMS AND CONDITIONS**

In the event that any of the various clauses of these STC are found to be null and void by virtue of a final court decision, the other clauses of these STC will remain applicable without being affected by this decision.



### **23. THE WHOLE AGREEMENT**

These STC and any document indicated in these same STC as well as the UTC constitute the whole of the Agreement concluded between the parties with regard to the subject matter thereof, and supersede any agreement or promise previously concluded between the parties either orally or in writing.

The parties agree that neither party has relied on any statement or promise made by the other party or possibly arising from any written or oral statement made during negotiations between the parties prior to the conclusion of the Agreement, except as expressly stipulated in these STC.

### **24. AMENDMENTS TO THESE TERMS AND CONDITIONS**

We reserve the right to amend or review these STC at any time.

You are subject to these terms and conditions and the Data Protection Policy in force at the time you place an order on our website, unless we are required by law or the competent legal authorities to amend these terms and conditions or this Data Protection Policy retroactively. In this case, any amendments will also apply to orders you have previously placed.

### **25. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademark and other intellectual property rights in all information or content on this website shall at all times be owned by us or our licensors. You may only use such information to the extent that you are expressly authorized to do so by us or those who have granted the license. This does not prevent you from using this website to copy information necessary for your order or identification information.

### **26. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

These conditions are subject to Tunisian Law. Any dispute that may arise from the execution or interpretation of these conditions, and which would not be resolved amicably, will be the exclusive jurisdiction of the courts of Tunis I.

### **27. COMMENTS AND SUGGESTIONS**

Your remarks and comments are always welcome. You can send them to us through our contact channels.