

## **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website (www.zara.com) and the purchase of physical products (within the meaning of § 1 Abs 1 VGG, hereinafter "product") on it (hereinafter referred to as the "Conditions").

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

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of concluding the relevant Contract (as defined further on) or of use of this website shall be those that apply.

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 option, in any of the languages in which the Conditions are available on this website.

## **2. OUR DETAILS**

Sale of products through this website is carried out under the brand names ZARA and/or Zara Home by Inditex Österreich GmbH (hereinafter "we"), an Austrian company with registered address at Kärntner Straße 11 / Top 6, 1010 Vienna, registered in the commercial register of the commercial court in Vienna under the number FN 176276 f, with VAT Identification Number ATU 464 002 01.

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

The information or personal details that you provide us shall be processed 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 and correspond to reality.

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

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

- i. Use this website to make legally valid enquiries and orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the competent authorities.

- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Data Protection Policies).

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.

## **5. SERVICE AVAILABILITY**

The products offered on this website are only available for deliveries within Austria.

If you wish to order products from another EU member state outside Austria via this website you are of course welcome to do so; however, the ordered product(s) can only be delivered to a ZARA and/or Zara Home (in the latter case only in case of Zara Home products, NOT for ZARA products) shop or a delivery address within Austria.

## **6. FORMALISING THE CONTRACT**

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, rather an invitation to treat. 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, the amount of the same shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click "authorize payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted, since it constitutes 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 e-mail 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). A summary of the details of your order will be attached to the Delivery Confirmation ("e-ticket").

The contract between us to buy a product (the "Contract") is concluded only when we send you the Delivery Confirmation.

Only the products listed in the Delivery Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm that these have been sent in a Delivery Confirmation.

We use electronic invoices. Herewith you agree that you receive invoices electronically. Electronic invoices will be made available to you in PDF format under "My Account" on this website. We will inform you for each purchase in the Delivery Confirmation if the electronic invoice is available.

## **7. 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, and 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 for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

## **8. AVAILABILITY OF PRODUCTS**

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

## **9. DELIVERY**

Notwithstanding clause 8 above regarding product availability and save for extraordinary circumstances, we will endeavour 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.

Nonetheless, there may be delays for reasons such as the customization of products, 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. Keep in mind in any case that we generally do not make home deliveries on Saturdays or Sundays, except in the case of the eCard which will be delivered on the date specified by you.

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order to have been "delivered" as soon as the product has been handed over to you or to a third party indicated by you, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you or if you consented to lodgment by the delivery service with deposit of the product.

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 e-mail address specified by you.

The below "instant delivery" feature is only available for ZARA products and NOT for Zara Home products: If you have chosen "deliver to store" as the delivery method we will inform you after your order if "instant delivery" is available for the products in your order. Since this service depends on inventory and other factors, it cannot be guaranteed for all orders. If we have informed you that "instant delivery" is available, your order will be ready for collection at the ZARA store of your choice earlier than the estimated delivery date stated in our Shopping Guide on our website. In this case, we will inform you of the earliest possible pick-up time as soon as your order has been prepared at the ZARA store. You can either collect the order yourself (by showing the order number and proof of your identity) or authorise another person to collect it on your behalf. In this case, the authorised person must provide the order number and proof of identity.

## **10. INABILITY TO DELIVER**

If it is impossible for us to handover your order even after 2 attempts, we will attempt to find a safe place for handover by deposit. 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 how it can be handed over to you. If you will not be at the place of handover at the agreed time, we ask you to contact us to organise the handover on another day.

If after 30 days from the date your order is available for handover, the order could not be handed over for reasons not attributable to us, we shall assume that you wish to withdraw from the Contract, which will then automatically convert to a contractual obligation for refund. As a result of the withdrawal, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days after the withdrawal.

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**

From the moment of handover, the risk of loss or damage to the product(s) passes to you.

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

## **12. PRICE AND PAYMENT**

### **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 web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or

cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

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, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees. The total price including the price for the purchased product(s), delivery fees and VAT will be shown before you finally place the order.

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 products that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up 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 Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

Payment can be made with Visa, MasterCard, American Express, Apple Pay, Klarna and PayPal. In addition, 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 Österreich GmbH for Austria.

Please note that the option Change of size will only be available for ZARA products (NOT for Zara Home products) and when the following means of payment are used: American Express, MasterCard and Visa.

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 or Klarna, the charge will be made when we confirm your order.

When you click "authorize payment", you are confirming that the credit card is yours or you are the rightful holder of the gift card / eCard or the voucher card.

Credit cards are subject to verification and authorization by the card issuing entity, but 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.

Inditex Österreich GmbH has commissioned Fashion Retail, S.A. with its corporate seat at Avenida 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. For example, you can choose the payment method before completing the order. Please note that by pressing the button "authorize payment" you agree to pay for your order.

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

The functionality of buying products 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 continue as a non-registered user.

## **14. QUICK PURCHASE**

The function Quick Purchase (hereinafter "Quick Purchase"), facilitates purchases through this site, you won't need to enter data about shipping, invoice and payment for each purchase.

See "Quick Purchase" in the "Shopping Basket".

To use Quick Purchase, you must sign up for an account and save your card information. You can do this for a payment, by selecting "Save my card details" button, with all credit cards accepted by this site. The following card data will be stored: Card number, name of the card holder (as specified on the card) and expiration date. If you use Quick Purchase, the payment must be made by credit card.

To save your card data and to use Quick Purchase, you must accept the applicable Data Protection Policies.

By agreeing to use the Quick Purchase function, you authorize that the purchases are charged to the card that is linked to the tool. The use of the card is subject in all cases to written agreements conditions between you and the card issuer.

You can store data for up to 15 cards under Quick Purchase. In order to do this you must pay with each card at least once. If you want to save data for more than one card, the card whose data was last stored is your "preferred card" and will be loaded by default on purchases via Quick Purchase. You can, however change your "preferred card" that is associated with the Quick Purchase under "My Account" on this website.

To use Quick Purchase, you just need to click on "Quick Purchase", which is displayed in the Shopping Basket. A window will then appear with the shipping, receipt and payment methods of your purchase.

The data contained in this window cannot be edited. If you insert incorrect data, the purchase will not be finalized. When you perform purchases using different details, please do not use the Quick Purchase service.

## 15. VALUE ADDED TAX

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

## 16. RIGHT OF REVOCATION AND RETURN

### 16.1 Statutory right of revocation

#### REVOCATION INSTRUCTION

##### Right of revocation

If you, as a consumer, conclude a contract, you are entitled to revoke it without specifying reasons within the statutory revocation period.

The revocation period ends 14 days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the product or in the case of several products in a separately delivered order, 14 days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the last product.

In order to exercise your right of revocation you must inform us that you wish to revoke the contract in one of the following ways:

- i. By post:  
Inditex Österreich GmbH  
Kärntner Straße 11 / Top 6  
1010 Vienna
- ii. By e-mail:  
info-at@zara.com
- iii. By web contact form

If you wish you can use our revocation form template to do so.

In order to comply with the revocation period, it is sufficient for you to dispatch your notification about exercising the right of revocation prior to the expiry of the revocation period.

You do not have the right to revoke if it involves the delivery of one of the following products:

- i. Products that have been customised.
- ii. Music CDs/DVDs with their original seal removed.
- iii. Separate parts of a set.
- iv. Sealed products that are not suitable for return due to hygiene reasons and that have had their seal broken after delivery.

#### Consequences of revocation

If you revoke this Contract, we will immediately refund all payments received from you including shipping costs to the original delivery place (with the exception of additional costs arising because you have chosen a shipping method other than the standard shipping method offered by us) and in any event, no later than 14 days from the date on which this notification about your revocation is received by us. For this refund, we use the same payment method that you used for the original transaction. Under no circumstances will we charge you for this refund. Notwithstanding the aforementioned, we may refuse the refund until we have received the returned products or until you have provided evidence that you have returned the products, depending on which takes place sooner.

You must return or hand over the products to us immediately and no later than 14 days from the day on which you informed us of your revocation of the contract. The period shall be deemed to have been complied with if you dispatch the products prior to the expiry of the period of 14 days.

Products can be returned using one of the following options:

#### I. ZARA products:

##### i. Returns to any ZARA store:

You can return all ZARA products to any ZARA store in Austria that has the same department to which the products that you intend to return belong. We ask you to present in such case in the store, as well as the product(s), the e-ticket that was attached to the Delivery Confirmation, which is also saved under "My Account" on our website, and on the ZARA app. You can present the e-ticket either by showing it in digital form on your mobile, or by bringing to the store a print of the e-ticket. This option is always free of charge.

##### ii. Returns at collection points:

Furthermore, you can request a return at a collection point in Austria (post office or packing station). To do so, please follow the instructions under "PURCHASES" under "My Account". If you do not have a customer account, please use the link you received in the Delivery Confirmation. After your request has been checked, you will receive an e-mail from us and the stamped return slip to print out and stick on the parcel. We inform you that you will bear the cost of the return organized this way; we will charge a fixed amount of EUR 2,95 which we will immediately deduct from the amount to be refunded to you.

Alternatively you can return the ZARA products to the following address at your own expense:

Spedimex Sp. z o.o.  
Sosnowiec 15A  
95-010 Stryków k/Łodzi  
Poland

If you choose to return the products to us "cash on delivery", please note that we are entitled to charge you for any costs incurred.

Should you decide to return the products to us at your own expense or "cash on delivery", please enclose the e-ticket, which was attached to the Delivery Confirmation received for the respective product and is also saved under "My Account" on our website or the ZARA app, with the return in printed form.

## II. Zara Home products:

### i. Returns to any ZARA or Zara Home store:

You can return all Zara Home products to any ZARA or Zara Home store in Austria. We ask you to present in such case in the store, as well as the product(s), the e-ticket that was attached to the Delivery Confirmation, which is also saved under "My Account" on our website, and on the app. You can present the e-ticket either by showing it in digital form on your mobile, or by bringing to the store a print of the e-ticket. This option is always free of charge.

### ii. Returns at collection points:

Furthermore, you can request a return at a collection point in Austria (post office or packing station). To do so, please follow the instructions under "PURCHASES" under "My Account". If you do not have a customer account, please use the link you received in the Delivery Confirmation. After your request has been checked, you will receive an e-mail from us and the stamped return slip to print out and stick on the parcel. We inform you that you will bear the cost of the return organized this way; we will charge a fixed amount of EUR 2,95 which we will immediately deduct from the amount to be refunded to you. For bulky products / articles this return option is unfortunately excluded (please see the next paragraph iii.).

### iii. Returns by courier (only for bulky Zara Home products):

In case of bulky Zara Home products that cannot be returned at collection points you can request return by a courier instructed by us. In such case you must contact us through our web form or call 0800 401 090 to arrange the product to be collected. We will offer to arrange collection by courier free of charge from your home. Follow the instructions found under "PURCHASES" under "My Account" on our website.

Alternatively you can return Zara Home products to the following address at your own expense:

ZARA HOME, ARVATO  
Panattoni Park,  
ul. Diamentowa 1, 62-052 Komorniki  
Poland

If you choose to return the products to us "cash on delivery", please note that we are entitled to charge you for any costs incurred.

Should you decide to return the products to us at your own expense or "cash on delivery", please enclose the e-ticket, which was attached to the Delivery Confirmation received for the respective product and is also saved under "My Account" on our website or the app, with the return in printed form.

We will check the returned products and inform you about your right to a refund for the amounts paid. The refund will take place as quickly as possible, and in any event, within 14 days from the date on which we received notification of your revocation. Notwithstanding the aforementioned, we may refuse the refund until we have received the returned products or until you have provided evidence that you have returned the products, depending on which takes place sooner.

The refund will always take place, less the fixed return costs if applicable (please see above), with the same payment method that you used to pay for the purchase.

You are only required to cover any loss in value of the products, if this loss in value is due to handling of the products that is not necessary for inspecting the quality, characteristics and function of the products.

**END OF REVOCATION INSTRUCTION**

## **16.2 Voluntary contractual right of return**

In addition to the statutory right of revocation for consumers and users, mentioned in clause 16.1 above, we, Inditex Österreich GmbH, grant you a contractual right of return. This allows you to return (that means handover of the respective product to us respectively receipt of the respective product by us) the products to us within a period of 30 days after receipt of the Delivery Confirmation for the respective product and by presenting the e-ticket. Your warranty claims, to which you are entitled by law, are not restricted by this contractually granted right of return.

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

To exercise your right of return, it is sufficient to return the products to us by one of the following methods:

I. ZARA products:

i. Returns to any ZARA store:

You can return (within 30 days from receipt of the Delivery Confirmation) all ZARA products to any ZARA store in Austria that has the same department to which the products that you intend to return belong. In such case, you should go to such store and present, as well as the product, the e-ticket that was attached to the Delivery Confirmation, which is also saved under "My Account" on our website, and on the ZARA

app. You can present the e-ticket either by showing it in digital form on your mobile, or by bringing to the store a print of the e-ticket. This option is always free of charge.

ii. Returns at collection points

Furthermore, you can request a return at a collection point in Austria (post office or packing station). To do so, please follow the instructions under "PURCHASES" under "My Account". If you do not have a customer account, please use the link you received in the Delivery Confirmation. After your request has been checked, you will receive an e-mail from us and the stamped return slip to print out and stick on the parcel. We inform you that you will bear the cost of the return organized this way; we will charge a fixed amount of EUR 2,95 which we will immediately deduct from the amount to be refunded to you. Also in this case, the products must be received by us within 30 days from receipt of the Delivery Confirmation for the respective product.

You may also return the ZARA products to the address specified under clause 16.1 I. at our own expense. Also in this case, the products must be received by us within 30 days from receipt of the Delivery Confirmation for the respective product.

If you choose to return the products to us "cash on delivery", please note that we are entitled to charge you for any costs incurred.

If you decide to return the products to us at your own expense or by "cash on delivery", we ask you to enclose the e-ticket attached to the Delivery Confirmation e-mail received for the respective product and which is additionally saved under "My Account" on our website or on ZARA app in printed form. Please note that if you make use of the contractual right of return and organize the transport yourself, i.e. do not use any of the above return alternatives, you bear the return risk yourself.

II. Zara Home products:

i. Returns to any ZARA or Zara Home store:

You can return all Zara Home products to any ZARA or Zara Home store in Austria. We ask you to present in such case in the store, as well as the product(s), the e-ticket that was attached to the Delivery Confirmation, which is also saved under "My Account" on our website, and on the app. You can present the e-ticket either by showing it in digital form on your mobile, or by bringing to the store a print of the e-ticket. This option is always free of charge.

ii. Returns at collection points:

Furthermore, you can request a return at a collection point in Austria (post office or packing station). To do so, please follow the instructions under "PURCHASES" under "My Account". If you do not have a customer account, please use the link you received in the Delivery Confirmation. After your request has been checked, you will receive an e-mail from us and the stamped return slip to print out and stick on the parcel. We inform you that you will bear the cost of the return organized this way; we will charge a fixed amount of EUR 2,95 which we will immediately deduct from the amount to be refunded to you. For bulky products / articles this return option is unfortunately excluded (please see the next paragraph iii.).

iii. Returns by courier (only for bulky Zara Home products):

In case of bulky Zara Home products that cannot be returned at collection points you can request return by a courier instructed by us. In such case you must contact us through our web form or call 0800 401 090 to arrange the product to be collected. We will offer to arrange collection by courier free of charge from your home. Follow the instructions found under "PURCHASES" under "My Account" on our website.

Alternatively you can return Zara Home products to the following address at your own expense:

ZARA HOME, ARVATO  
Panattoni Park,  
ul. Diamentowa 1, 62-052 Komorniki  
Poland

If you choose to return the products to us "cash on delivery", please note that we are entitled to charge you for any costs incurred.

If you decide to return the products to us at your own expense or by "cash on delivery", we ask you to enclose the e-ticket attached to the Delivery Confirmation e-mail received for the respective product and which is additionally saved under "My Account" on our website or on app in printed form. Please note that if you make use of the contractual right of return and organize the transport yourself, i.e. do not use any of the above return alternatives, you bear the return risk yourself.

If possible, the return must be made using the original packaging.

The period of the contractual right of return shall only be deemed to have been complied with if we have received the respective the product(s) within 30 days from receipt of the Delivery Confirmation. If we receive an product after this 30-day period, the contractual right of return no longer exists and we will return the respective product(s) to you. Your statutory rights shall remain unaffected by this, in any event.

We will check the returned products and inform you about your right to a refund for the amounts paid. The refund will take place as quickly as possible, and in any event, within 14 days from the date on which we received notification of your cancellation. The refund will always take place, less the fixed return costs if applicable (please see above), via the same payment method that you used to pay for the purchase.

Please be aware that your right to return only applies to products that were returned in the condition in which you received them. If the use of a product goes beyond mere inspection such as could be carried out in, for example, a shop, no refund will be given for damaged products or products that are not in the same condition as when you received them.

In addition you cannot return the following products:

- i. Customized products.
- ii. Music CDs/DVDs with their original seal removed.

- iii. Separate parts of a set.
- iv. Sealed products that are not suitable for return due to hygiene reasons and that have had their seal broken after delivery.

If you have any questions, you can contact us on our contact form or via our Chat.

### **16.3 Return of defective products**

If you believe that a product does not correspond to the contractual Terms and Conditions valid at the time of the delivery, i.e. is defective, you should contact us immediately using our web form and notify us of the details of the product and the deficiency. You can contact us via our Chat and we will advise you of how to proceed.

You may return the ZARA product to the address specified under clause 16.1 I. or to any ZARA store in Austria. You may return the Zara Home product to the address specified under clause 16.1. II or to any ZARA or Zara Home store in Austria.

Our stores are entitled to ask for a proof of purchase, which could be a copy of the e-ticket attached to the Delivery Confirmation that is additionally saved under “My Account” on our website or on the ZARA app. You can present the e-ticket either by showing it in digital form, or by bringing to the store a print of the e-ticket.

You first have the right to request either an improvement or a replacement of the product, provided that the improvement or replacement of the product is reasonable. The improvement or replacement will take place as quickly as possible, and in any event, within 14 days of the date on which we notified you by e-mail that you are entitled to a improvement or replacement of the product. Should an improvement or a replacement be connected with disproportionately high expenditure, we will notify you and reimburse you the amount. You have the right to reduce the price or to dissolve the contract only under the conditions specified in § 12 para 4 VGG. You may not dissolve the contract under any circumstances if the defect is minor.

The amounts paid for products that are returned due to defects - if available - shall be fully refunded, including the shipping costs associated with the shipment of the products and the costs that you have incurred as a result of the return shipment to us. The refund shall take place via the same payment method that you used to pay for the purchase.

If you are entitled to further statutory rights outside the VGG, these shall remain unaffected by this in any case.

### **16.4 Change of size (this feature is only available for ZARA products)**

If you decide that the ZARA product that you have purchased is in the wrong size for you, then you may be able to request a change in its size, without having to pay an additional delivery charge for the new product being sent to you provided you return the original product. This is regardless of your statutory

right of revocation and your contractual right of return, which will continue to exist. You can request the change of size via the "PURCHASES" section of "My account" on this website. You should select the new size of your product, and provided that (i) it is the same product, (ii) its price on the website is equal to or greater than the price that you paid for the original product (but please note, in this case only, you will not be charged for the price) and (iii) only certain means of payment have been used (please see Clause 12 of these Terms and Conditions for further information), then you will be able to request the change in size. Please note that the option for you to change the size of your original product will only be displayed as being available when all of these conditions are met.

Once you have requested the change and selected the appropriate return method, you must return the original product, either in any ZARA store in Austria (which have the same section to which the product you wish to change belongs to), or by handing it in at a collection point in Austria (see 16.2 I. ii)). You must return the product without any undue delay, and in any event within a maximum period of 14 calendar days from the change request in the website. Neither of the two options for returning the product will generate (with exception of failed return of the original product regulated in the last paragraph) additional costs for you.

If you return the product in any ZARA store in Austria, which has the same section to which the product you wish to change belongs to, you should present, as well as the product, the e-ticket that was attached to the Delivery Confirmation, which is also saved under "My Account" on our website and on the Zara app; you can present the e-ticket either by showing it in digital form, or by bringing to the store a print of the e-ticket.

After you have chosen your return method, we will send the new order with the product in the revised size within 2-3 working days from the date of the request of the change, and in any event within a maximum period of 30 days from that date. This new order is governed by the provisions of these Terms and Conditions, including the exercise of the statutory right of revocation.

Please note that if after 14 calendar days from the change request in the website, you have not returned the original product, we are entitled to charge the costs corresponding to the new order placed, subject to the provisions of the Terms and Conditions.

Your warranty claims, to which you are entitled by law, are not restricted by the contractually granted change of size.

#### **16.5 Right of revocation and return for orders from abroad**

We would like to inform you that we are under no circumstances (with the exception of cases of statutory warranty law to which this provision does not apply) obliged to reimburse shipping costs to places other than the original delivery address and/or the return costs from places outside Austria.

### **17. LIABILITY AND WAIVING LIABILITY**

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

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

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

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

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

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

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver products that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the products are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website, (ii) are fit for the purposes for which products of the kind are normally used and (iii) show the quality and performance which are normal in products of the same type and can which can reasonably be expected.

To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately in favor of consumers and users.

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

The provisions in this clause shall not affect your statutory rights as a consumer under the VGG, in particular the right to dissolve the contract.

## **18. INTELLECTUAL PROPERTY**

You recognise and agree that all copyrights, 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 license for their use. You may use said material only to the extent that we or the usage licensors authorize it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

## **19. 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 unauthorized 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.

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

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

## **20. 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. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

## **21. WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notification 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 e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

## **22. NOTIFICATIONS**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 21 above and unless otherwise stipulated we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, 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, and in the case of an e-mail, that the notification was sent to the e-mail address specified by the recipient.

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

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

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

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the 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 recognized by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

## **24. 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.

## **25. 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.

## **26. ENTIRE AGREEMENT**

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

You and ourselves 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 you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

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

We have the right to review and modify these Conditions at any time.

You are subject to the rules, Conditions and the Data Protection Policies in effect at the moment in which you use this website or place an order, except when by law or decision of governmental entities we must make changes retroactively to these Conditions or the Data Protection Policies, in which case the possible changes will also affect orders made previously by you.

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

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

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

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

## **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 via our Chat or through our contact form.

## **30. ONLINE DISPUTE RESOLUTION**

If you as a buyer consider your rights have been breached, you can address your complaints to us via the e-mail address [info-at@zara.com](mailto:info-at@zara.com) in order to seek an out-of-court settlement.

If you are a consumer, we have to provide you with the link to the online dispute settlement platform in accordance with the Alternative Dispute Settlement Law. This link reads as follows: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage> . You can also address any complaint to the above e-mail address.

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