

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 the website www.zara.com/kh and ZARA mobile application (hereinafter, jointly, the “**Platform**”) and the purchase of products on it (hereinafter referred to as the “**Conditions**”), irrespective of whatever application, digital medium, support or device is used to access said Platform.

We urge you to read the Conditions and our Privacy and Cookies Policy carefully before using and/or placing an order through the Platform. When using the Platform or placing an order on it, you are bound by these Conditions and our Privacy and Cookies Policy. If you don't agree with the Conditions and with the Privacy and Cookies Policy, do not use the Platform.

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

If you have any query regarding the Conditions or the Privacy and Cookies Policy, you may contact us through our official social media accounts or by taking part in a live webchat available on our Platform.

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

This Contract is available at all times on the Platform. Likewise, at any time throughout the purchase process you can store and reproduce these Conditions through the "Download" and "Print" options which are in the header of the document.

2. OUR DETAILS

Sale of goods through the Platform is carried out under the name ZARA by Mitra Adiperkasa (Cambodia) Company Limited, a Cambodian company with a registered address at 18/F Canadia Bank Tower, No315, Street Ang Doung, Coner Monivong Blve Phnom Penh, Cambodia, registered under the law of Kingdom of Cambodia with its registered number 1000198641.

3. YOUR DETAILS AND YOUR VISITS TO THE PLATFORM

The information or personal details that you provide us shall be processed in accordance with the Privacy and Cookies Policy. When you use the Platform, 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 PLATFORM

When you use the Platform and place orders through it, you agree to:

- i. Use the Platform to make enquiries and legally valid orders only.

- ii. Use the Platform in a diligent manner appropriate to current legislation, morality, decent conduct and public order, and in all cases, in accordance with the purpose for which the Platform exist.
- iii. 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 authorised to cancel it and inform the competent authorities.
- iv. Not use the Platform for illegal purposes or effects, or in a manner in breach of these Conditions, that may damage third-party interests or rights, or in any way damage, impair, disable or make the Platform inaccessible, or impede its normal use for other users.
- v. Not destroy, alter, render useless or in any other way damage the data, programs or electronic documents found in the Platform.
- vi. Not hinder other users accessing the service by the mass consumption of computer resources used by ZARA to provide the Platform, and also to not take any actions that damage, interrupt or generate errors in said systems.
- vii. Not introduce programs, viruses, macros, applets, drawings, audio and/or image files, photographs, recordings, software and, in general, any type of material accessible via the Platform.
- viii. Provide us with your email 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 Privacy and Cookies Policy). If you do not provide us with all the information we need, you cannot place your order.

When you place an order on the Platform, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

5. SERVICE AVAILABILITY

Delivery service for the articles offered on the Platform is available in the Kingdom of Cambodia only.

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on "**Authorise payment**". After doing so, you will receive an email confirming receipt of your order (the "**Order Confirmation**"). You will be informed via email that the order is being sent (the "**Shipping Confirmation**"). These Conditions constitute a written agreement between us. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the "**electronic receipt**").

7. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of the Platform, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service through our official social media accounts or by taking part in a live webchat available on our Platform, as well as exercising the right of rectification contemplated in our Privacy and Cookies Policy. The Platform displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the

information in these sections has not been correctly provided. Also, the Platform offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service via the email address above to correct the error.

8. 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 will reimburse any amount that you may have paid.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from the Platform 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 the Platform, or for removing or modifying any material or content from the Platform or for not processing an order once we have sent the Order Confirmation.

10. DELIVERY

Notwithstanding Clause 8 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.

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

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 do not make home deliveries on Saturdays, Sundays or holidays officially determined by the respective Official Government.

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 the signing of the receipt of the order at the delivery address indicated by you.

11. INABILITY TO DELIVER

If it is impossible for us to deliver your order, the order will be returned to the courier's warehouse. Then, the courier will contact you to organize delivery on a day of your convenience.

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 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 may have an additional cost which we will be entitled to pass on to you.

12. INSTANT DELIVERY

If you have chosen the delivery at-store option, we may subsequently notify you that our “**Instant Delivery**” service is available for the items in your order, but as this is subject to stock availability and other factors, it cannot be chosen by you when you place your order. If we have notified you that “Instant Delivery” is available, your order will be available to be picked up by you from that store before the estimated delivery dates that are stated in the Buying Guide section of our website. Once your “**Instant Delivery**” order has been prepared, we will contact you to let you know that it is ready to be picked up. You can pick up the order either in person (by presenting the order number and a proof of identity) or you can appoint someone else to pick up the order on your behalf. In this case, the appointed person must present the order number and proof of his or her identity and be able and willing to prove his or her appointment by you as determined by the Store. The terms of this Clause 12 (together with the rest of these Conditions) will apply to you if you make a purchase via the “**Instant Delivery**” service, and will be subject to any other applicable regulations.

13. 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 10 above.

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 10 above), if that were to take place at a later time.

14. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our Platform, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the Platform 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 Shipping 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 Platform include VAT, but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (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 Shopping Guide. 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 cards: Visa and MasterCard. Furthermore, you can pay for your order to the courier in cash/KHQR when the order is delivered.

To minimise 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 "Authorise payment", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorisation by the card issuing entity. If the entity does not authorise 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 and is not obligated to inform you on this matter other than as automatic cancel by the System.

15. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the Platform. 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.

16. EXPRESS CHECKOUT

The express checkout feature (hereafter "**Express Checkout**") makes it easier for you to make purchases on the Platform as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the "Shopping Bag" section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by the Platform by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy and Cookies Policy and Conditions.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Bag. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details please, do not use the Express Checkout service.

You may change your Favorite Card linked to Express Checkout in the My Account section of this webpage.

The provisions of this clause shall not apply if you buy goods as a guest.

17. VALUE ADDED TAX

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

18. EXCHANGE/RETURN POLICY

18.1 Statutory right of withdrawal

Right of withdrawal

If you are contracting as a consumer, 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 or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at ZARA, of your decision to withdraw from this contract through our official social media accounts or by taking part in a live webchat available on our Platform. You may use the model withdrawal form as set out in the Annex, but it is not obligatory.

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.

Effects of withdrawal

If you decide to withdraw from this 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 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. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, except for Cash on Delivery, in which case the sums paid will be returned via voucher which valid in the our stores and to be used online. 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 deliver the goods to the Courier arranged by us or hand them over to us at any ZARA store in Kingdom of Cambodia 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 deliver the goods before the period of 14 days has expired.

The returns of the goods made in a ZARA Cambodia store will be completely free. If you wish to make the return through a courier organised by us, you must assume the direct cost of the return of the goods, which will be deducted from the total amount to be returned.

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

18.2 Contractual right of withdrawal

In addition to the statutory right to cancel for consumers, mentioned in Clause 17.1 above, we grant you a period of 30 days from the date of the Shipping Confirmation to return the products (except those mentioned in Clause 18.3 below, for which the right to cancel is excluded).

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 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 17.1 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 Shipping Confirmation.

18.3 Common provisions

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
- ii. 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, 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(s) while in your possession. Please return the products using or including all their original packaging, instructions and other documents, if any, accompanying the products.

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

(i) Returns at any ZARA store:

You may return any product to any ZARA store in Kingdom of Cambodia. In such case, you should go to the store and present the product with the electronic receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the Platform and on the ZARA mobile application. You can show the electronic receipt digitally on the screen of your mobile device, or print it and bring it to the store.

(ii) Returns by Courier:

When returning the product(s) by Courier arranged by us, you should contact us through our official social media accounts or by taking part in a live webchat available on our Platform arrange for the product to be collected at your home. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website. If you have bought any goods as a guest, you may request returns by Courier through our official social media accounts or by taking part in a live webchat available on our Platform. If you want to return through a courier organised by us, you must assume the direct cost of the return of the goods, which will be deducted from the total amount to be returned.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery 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 be paid using the same payment means you used to pay for your purchase, except for Cash on Delivery, in which case the sums paid will be returned via voucher which valid in the our stores and to be used online for your next purchase.

If you have any questions, you can contact us through our official social media accounts or by taking part in a live webchat available on our Platform.

18.4 Returns of defective products

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately through our official social media accounts or by taking part in a live webchat available on our Platform, providing the product details and the damage sustained.

You must return the product at any ZARA store in Kingdom of Cambodia or giving it to the courier that we send to your home.

We will carefully examine the returned product and will notify you by email within a reasonable period if the product may be exchanged or whether you have a right for a refund (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases

within 14 days from the date on which we send you an email confirming that the refund or replacement of the product is going ahead.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will be paid using the same payment means you used to pay for your purchase, except for Cash on Delivery, in which case the sums paid will be returned via voucher which valid in the our stores and to be used online for your next purchase .

All rights recognised in current legislation shall be, in any case, safeguarded.

19. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our Platform 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. operating loss;
- iii. loss of profits or contracts;
- iv. loss of forecast savings;
- v. loss of data; and
- vi. loss of business or management time.

Due to the open nature of the Platform 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 the Platform, unless otherwise indicated expressly on the Platform.

All product descriptions, information and materials shown on the Platform 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 goods 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 goods 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 the Platform; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

20. 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 Platform belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the usage licensors authorise expressly. This does not prevent you from using the Platform to the extent necessary to copy the information on your order or contact details.

21. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of the Platform 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 the Platform, the server on which the site is hosted or any server, computer or database related to our Platform. You undertake not to attack the Platform 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, authorisation to use the Platform 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 the Platform or downloading content from the same or those to which this site redirects you.

22. LINKS FROM OUR PLATFORM

If our Platform 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.

23. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using the Platform, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on the Platform. 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.

24. NOTIFICATIONS

The notifications that you send us must be sent through our official social media accounts or by taking part in a live webchat available on our Platform. Pursuant to the provisions in Clause 22 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 Platform, 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.

25. 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.

26. 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, motorised 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.

27. 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 formalised and notified to you in accordance with the provisions of the Notifications section above.

28. 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.

29. 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.

30. OUR RIGHT TO MODIFY THESE CONDITIONS

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

You are subject to the policies and Conditions in effect at the moment in which you use the Platform or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy and Cookies Policy. In this case the possible changes will also affect orders made previously by you.

31. APPLICABLE LEGISLATION AND JURISDICTION

The use of our Platform and the product purchase contracts through said Platform shall be governed by Cambodian prevailing laws and regulations.

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

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

32. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are always welcome. Please send any comments and suggestions, as well as any enquiries, complaints or claims through our social media official accounts or by taking part in a live webchat available on our Platform.

Complaints and claims made to our customer services will be dealt with in the shortest possible period of time and, in any event, within the maximum period established by law. Complaints and claims shall be registered with an identification code which you will be provided with, and which will allow you to track their progress.

ANNEX

Model withdrawal form

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

Address: Mitra Adiperkasa (Cambodia) Company Limited, operating under the trading name of ZARA, 18/F Canadia Bank Tower, No315, Street Ang Doung, Coner Monivong Blve Phnom Penh, Cambodia:

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(*) Delete as appropriate

លក្ខខណ្ឌទូទៅស្តីពីការទិញនិងការប្រើប្រាស់

1. ទស្សន៍ទាយ

ឯក្សានុបទ្ទនេះ (រួមជាមួយនឹងឯក្សានុបទ្ទដែលបានរៀបរាប់ទៅទីនេះ) រទេកើតានន្តរលក្ខខណ្ឌទូទៅដែលប្រុងការប្រើប្រាស់ទេហទំព័រ www.zara.com/kh និងក្រុមវីធីទូរស័ព្ទ ZARA

(ចាប់ពីទតលទេនេះទៅជាមួយថា "ព្រំនីនេធានុរេហម") និងការទិញទៅទ្រលើនេធានុរេហម ១០៖ (តទៅទេនេះទៅថា "លក្ខខណ្ឌ") ទោយមិនរឹតពីក្រុមវីធី រណ្តតព្យាទំ កុំទំនេនីដីថល ការគំ

ប្តេនក្រណា់ណ្តមួយដែលរួនប្រើទេរើមីថ្ងលប្រើព្រំនីនេធានុរេហម ១០៖១១។

ទេយើងទទួលស្គាល់ឱ្យអ្នកានលក្ខខណ្ឌនិងទតលការណ៍ឯក្ខនភាពនិងខ្លឹមស្តង់ទេយើងទោយប្រុងយើតទ ម នទតលប្រើ និង/ឬទេធវីការព្យាទិញតាមព្រំនីនេធានុរេហមនេះ។

ទៅទតលប្រើព្រំនីនេធានុរេហមនេះ ឬទេធវីការព្យាទិញទ្រលើព្រំនីនេធានុរេហមនេះ អ្នក្តងចេងភាាវកាតព្រកុំចេទោយលក្ខខណ្ឌទំងទេនេះ

និងទតលការណ៍ឯក្ខនភាពនិងខ្លឹមស្តង់ទេយើង។ ព្រំនីនេធានុរេហមយល់មួយជាមួយលក្ខខណ្ឌ និងជាមួយទតលការណ៍ឯក្ខនភាពនិងខ្លឹមស្តង់ទេនេះ១១ ស្ទុមកុំប្រើព្រំនីនេធានុរេហមនេះ។

លក្ខខណ្ឌទំងទេនេះអាចនឹងរួនរក្រុ។ អ្នកានទំនួលខ ស្តង់ទេធានុរេហមការនលក្ខខណ្ឌទំងទេនេះជ្រាចាំ ទ្រទេទៅទតលប្រើប្រាស់ព្រំនីនេធានុរេហមនេះ ឬព្រំនីនេធានុរេហមកុំព្រំនីនេធានុរេហម

(ទំ្ងានកុំណ្តនិយមនីយេរេម) លក្ខខណ្ឌទំងទេនេះវីជាលក្ខខណ្ឌដែលរួន រតត។

ព្រំនីនេធានុរេហមសុំណ្តមួយមួយកុំទេននិងលក្ខខណ្ឌ ឬទតលការណ៍ឯក្ខនភាពនិងខ្លឹមស្តង់ទេធានុរេហមកុំទេនមកយើងតាមរយៈព្រំនីនេធានុរេហមស្តង់ទេយើង ឬទោយថ្ងលមក

ឯក្រុមវីធីជេដក្រុមអុំ ើននីទណ្ឌផ្តល់ (webchat) ដែលមានទៅទ្រលើព្រំនីនេធានុរេហមស្តង់ទេយើង។

កុំចេស្នា (ទំ្ងានកុំណ្តនិយមនីយេរេម) អាចនឹងរួនទេរេកើតទ ើងតាមធានីស្រសុំអ្នក ជាភាសាណ្តមួយដែលលក្ខខណ្ឌមានល់ជូនទៅទ្រលើព្រំនីនេធានុរេហមនេះ។

កុំចេស្នានេះអាចដស្តង់ទេរេទ្រទេទតលទៅទ្រលើព្រំនីនេធានុរេហមនេះ។ ទំ្ងាននេះដេរ រេទ្រទេទតលកុំ ងើទណ្ឌើការទិញទំងមូល អ្នកានកុំ កុំ និដ្ឋិតទ ើងវិញនូវលក្ខខណ្ឌទំងទេនេះ

តាមរយៈធានីស្រ "ទញយក" និង "ទា០០៖៣ មត" ដែលមានទៅក្នុង រេមក្រុននិងក្រុននេះ។

ទម្រង់កិច្ចសន្យា ទំនាក់ទំនងទម្រង់ស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ អ្នកប្រកាសទិញមកយើងវិញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការបញ្ជាក់អំពីការដឹកជញ្ជូនទំនិញ។

18.3 ទម្រង់បញ្ជាទិញ

អ្នកដែលមិនមានសុំទិញក្រុមហ៊ុនទម្រង់កិច្ចសន្យា ទៅទម្រង់ដែលកិច្ចសន្យា រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការបញ្ជាក់អំពីការដឹកជញ្ជូនទំនិញ។

i. ម ខទំនិញផ្ទាល់ខ្លួន

ii. ទំនិញទំនិញដែលមិនស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

សុំទិញស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

និងមិនមានការស្នាក់នៅទំនិញ ប្រសិនបើទំនិញទំនិញស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

ប្រសិនបើទំនិញស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

និងឯកសារទម្រង់ទៀត ប្រសិនបើមាន អ្នកប្រកាសទិញ។

ទៅទម្រង់ដែលកិច្ចសន្យា រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

(i) ប្រកាសទិញទៅហាងទំនិញ ZARA ណាមួយ៖

អ្នកប្រកាសទិញណាមួយទៅហាងទំនិញ ZARA ណាមួយទៅក្នុង រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

រួមជាមួយនឹងការបញ្ជាក់អំពីការដឹកជញ្ជូនទំនិញ ដែលមានទៅក្នុង រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

ទំនិញប្រកាសទិញដែលមិនស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

(ii) ការប្រកាសទិញតាមរយៈប្រព័ន្ធគ្រប់គ្រងទំនិញ៖

ទៅទម្រង់ដែលកិច្ចសន្យា រយៈពេលស្របច្បាប់ក្នុងតំបន់ក្រុងភ្នំពេញ រយៈពេល 30 ថ្ងៃគិតចាប់ពីការដឹកជញ្ជូនទំនិញ។

ជម្រកស្រូវតាមអ្នក ើនធីទណ្ឌដែលមានទៅទ្រង់ពីនគរុបតហវមរស្មំទយើង ទោយ្យលំពិតមានលមអិតអ្នកំរើត្តិ និងការខូចខាតដែលទក្រើតមាន។

អ្នកក្នុងគ្រូរៀនប្រើប្រាស់ទៅហាងទំនិញ ZARA ណាមួយក្នុង រង្វះរាជាណាចក្រ ជា ប្រយោជន៍ទៅក្រុមហ៊ុន ើនធីទណ្ឌដែលទយើងរក្សាទុកទៅរក្សា។

ទយើងនឹងពិនិត្យប្រយ័ត្នយ៉ាងខ្លាំងនូវការងារដែលបានរៀបចំ ទេហើយនឹងជូនដំណើរដល់អ្នកតាមអ្នក ើនធីទណ្ឌ ងរយៈពេលស្របគ្នា ្រស្មំនឹងទ្រង់អាចនឹងរក្សាទុករួចថ្មី

ឬថាទើបអ្នកបានស្មំទធីទណ្ឌនៃការងារវិល្លាតក្នុងវិញ (តាមស្រប) ែងឬអ្នក ការងារវិល្លាតក្នុងវិញ ឬការរក្សា ខទំនិញថ្មីជំនួស ើនធីទណ្ឌទៅឱ្យបានគ្រប់គ្រងដែលអាចទទួលបាន និងក្នុង ងរយៈពេល 14

នៃថ្ងៃចាប់ពីនៃថ្ងៃដែលទយើងទ្រង់ ើនធីទណ្ឌទៅអ្នកក្រុមហ៊ុនក្នុងការងារវិល្លាត ឬការរក្សាថ្មីជំនួសក្នុង ែងទណ្ឌើការ ទទេក្នុងក្រណាត់ណាមួយទោយ។

្រស្មំនឹងទើបការខូច ណាត ឬការខូចខាតនៃការងារក្នុងទ្រង់ដែលបានរៀបចំ ទយើងនឹងលំអ្នកក្រុមហ៊ុនវិល្លាតក្នុងវិញរៀបចំជំនួស

រួមទាំងការវិនិច្ឆ័យដែលអ្នកបានទៅទលើកាតិក្រណាត់និងការងារដែលទំនិញមកវិញ។

ការងារវិល្លាតក្នុងវិញនឹងមានទូទត់ទោយទ្រង់ទ្រង់ទ្រង់នឹងវិធីដែលអ្នកបានទ្រង់ស្មំស្មំការងារទំនិញមកវិញអ្នក ទលើក្រុមហ៊ុនដកសាច់ក្នុងទៅទ្រង់ទ្រង់ ែងធីទណ្ឌទីក្រុមហ៊ុនក្នុងទ្រង់

េះនឹងរៀបចំប្រើប្រាស់តាមរយៈស្រ្តីដែលមានសុពលភាពទៅក្នុងហាងទំនិញរស្មំទយើង និងដែលបានទ្រង់តាមអ្នកក្រុមហ៊ុនស្មំស្មំការងារទំនិញទៅទ្រង់ទ្រង់។

ស្មំទធីទណ្ឌដែលមានទទួលបានសាល់ទៅក្នុងចារ្យចេ របនន នឹងមានការ ទទេក្នុងក្រណាត់ណាមួយ ។

19. ទំនួលខុសត្រូវ និងការលះរងទំនួលខុសត្រូវ ស្មំទធីអ្នកក្រុមហ៊ុនស្មំស្មំតាមលក្ខន្តិកៈ

ទលើក្រុមហ៊ុនដកសាច់ការងារក្នុងយ៉ាងចាស់ទៅក្នុង ងលក្ខខណ្ឌទំនេរ ព ំទ េះទទ ការទទួលខុសត្រូវ

ស្មំទធីរស្មំទយើងទក្នុងនឹងនឹងក្រុមហ៊ុនដែលទទួលបានទៅទ្រង់ពីនគរុបតហវមរស្មំទយើង នឹងក្រុមហ៊ុនយ៉ាងតឹងរ ឹងចំណុះនៃការងារទំនិញ េះ។

ទទេមានក្រណាត់ទ្រង់រាវខាងទលើក្រុមហ៊ុន ទំនួលខុសត្រូវរស្មំទយើងមិនមានទលើក្រុមហ៊ុន ឬ ក្រុមហ៊ុន ងក្រណាត់ទ្រង់ខាងក្រុមហ៊ុន

i. ក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

ii. ក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

iii. ក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

ទេវមានក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត និងក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស ទេវមានក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត និងក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

i. ការខាតរង់ក្នុងចំណូល ឬការលក់

ii. ការខាតរង់ក្នុងក្រុមគ្រួសារ

iii. ការខាតរង់ក្នុងចំណូល ឬក្នុងចំណុះ

iv. ការខាតរង់ក្នុងស្ថានភាពក្រណាតិសារេវ៉ាត់រងជីវិត

v. ការខាតរង់ទិន្នន័យ និង

vi. ការខាតរង់ទេពលទេវភាពជីវិត ឬការប្រែប្រួល

ទោយសារដកលក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

រាល់ការពិពណ៌នា ឬព័ត៌មាន និងឯកសារទាំងអស់ដែលរងក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

ទោយផ្តល់ឬទោយប្រយោជន៍ទៅលើក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

មជ្ឈតិទិសឬអ្វីៗស្រដៀងគ្នា ទោយផ្តល់ឬទោយប្រយោជន៍ទៅលើក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

ទោយតាមក្នុងចំណុះដែលទុកក្នុងក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

ណាដែលទោយផ្តល់ឬទោយប្រយោជន៍ទៅលើក្រណាតិសារេវ៉ាត់រងជីវិត ឬទ្រុះម៉ានក្នុង រកលដែលរងកទ ើងទោយការទេវស្រ្តបេស

និងទំនិញដែលមានលក្ខណៈធម្មតាទៅក្នុង ទំនិញដែលមានលក្ខណៈធម្មតា

ការទល់ក្តីលងខាងក្នុងយើងទៅទល់លក្ខខណ្ឌទាំងនេះ ឬទៅទល់ស្ថិតិប្រសូមភាពដែលទុក្ខរឹតទុច្ចាញពីក្នុងចក្ខុវិស័យនេះ នឹងមិនមានស្ថិតិទុក្ខភាពទេ រឺយ ល

១០៖ ្តាដកមានដេងយ៉ាងចាស់្តាវាជាការលះរងស្ថិតិទុក្ខ ទល់យូរវាទុក្ខដើម រឺដើម្បីការ និងវាទុក្ខនៃណ្តើរដែលអ្នកប្រកាសទេវបញ្ចាតតិទុក្ខនៃណ្តើរខាងទល់។

28. ទ ពលភាពទោយន្តនេរឺ

ប្រសិនបើលក្ខខណ្ឌមួយនៃក្នុងចក្ខុវិស័យនេះ ឬបញ្ចាតតិណ្តមួយនៃក្នុងចក្ខុវិស័យនេះ ្តាប្រកាស ក្តាទមាយៈទោយន្តស្តីស្តីទៅចំណុចពីភាពាធរក្នុងនៃទុក្ខ ១០៖

លក្ខខណ្ឌដែលទៅទស្សន្តនឹងទៅដកជាស្ត ពលភាពអ្នក វតតិដែល ទោយន្តនៃ១០៖ រល់ទោយកាប្រកាសមាយភាពទ ១០៖ ១១។

29. ក្នុងចក្ខុវិស័យមូល

លក្ខខណ្ឌទាំងនេះ និងឯក្បាវណ្ណមួយដែលទយងក្នុង ក្នុងចក្ខុវិស័យនេះ អីទងកើតានជាក្នុងចក្ខុវិស័យមូលរវាងភារីទក្នុងទងនឹងទុក្ខលក្ខខណ្ឌនៃក្នុងចក្ខុវិស័យ ១០៖ ទោយក្នុងស្តីកាស្ត ក្នុងចក្ខុវិស័យ

ប្រកាសភារីម នម្បក្នុងមួយដែលទទុក្ខដើម រឺដើមរវាងភារី ទោយក្សស្តីប្រជាទោយលក្ខណ៍អ្នក។

ភារីទាំងពីរទទួលសាគល់ថា ទយើងនយល្អមថ ១០៖ ក្នុងចក្ខុវិស័យនេះ ទោយមិនពីងអ្នកលើកាប្រកាស ឬកាស្តណ្តមួយដែលទទុក្ខដើម រឺដើមទោយភារីមាងទទៀត

ឬដែលអាចវាទទុក្ខនិាានពីទស្តីដេងការណ៍ប្រកាសមួយទៅក្នុង ឯការចេរដេងទទុក្ខដើម រឺដើមទោយភារីទាំងពីរទោម នក្នុងចក្ខុវិស័យនេះ

ទលើក្តីលងដកទស្តីដេងការប្រកាសទាំងឡាយណ្តដែលនរណាក្នុងយ៉ាងចាស់្តទៅក្នុង ឯលក្ខខណ្ឌទាំងនេះ។

គមនភារីណ្តមួយចាត់វិធានការណ្តមួយទក្នុងទងនឹងទស្តីដេងការណ៍មិនពិតណ្តមួយដែលទទុក្ខដើម រឺដើមទោយភារីមាងទទៀត មិនថាទោយក្សស្តីរឺប្រជាទោយលក្ខណ៍អ្នក ទោម

នកាលវិទេទននក្នុងចក្ខុវិស័យ ១០៖ ១១ (ល ១០៖ ្តាដកទស្តីដេងការណ៍មិនពិតវាទទុក្ខដើម រឺដើមទោយទុក្ខ ១ ចចរិត)។ វិធានការដកមួយតំដែលភារីមាងទទៀតអាចអ្នក

វតតានរីទោយសារដកការរីនក្នុងចក្ខុវិស័យប្រកាសទេវបញ្ចាតតិទុក្ខនៃលក្ខខណ្ឌទាំងនេះ។

