

PURCHASE AND USE CONDITIONS

ZARA.COM website

1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this www.zara.com website (hereinafter „zara.com”/„the Site”/ „the Website”) and the purchase of products through such website (hereinafter, the “Terms”).

Please, read through these Terms, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the “Data Protection Policies”) prior to using this website. By using zara.com and/or placing an order through it, you expressly acknowledge the binding character of these Terms and Data Protection Policies and consent to comply with these Terms and the Data Protection Policies.

If you do not fully agree with these Terms and Data Protection Policies, do not access this website. These Terms may be amended. It is your responsibility to regularly read through them, as the Terms in force at the time of the formalization of the relevant Contract (as defined below) or of the use of this website shall be the applicable ones.

If you have any query regarding the Terms 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 Terms are available on this website.

All terms set forth herein shall be construed as expressed in calendar days. If the last day of the term is a non-working day, the term shall be extended accordingly until the first following working day.

2. OUR DETAILS

Sale of ZARA and ZARA HOME items through this web page is carried out by **INDITEX ROMANIA S.R.L.**, a legal person of Romanian nationality with its registered office in Bucharest, Barbu Văcărescu Street no. 201, floor 9, office no. 1, sector 2, Romania, with telephone number 0800 420 777, Trade Register number: J40/15901/2007, tax number 22304337, EUID: ROONRC. J40/15901/2007.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE

The information or personal details that you provide to us with shall be processed pursuant to the Data Protection Policies. By using this Website and/ or placing an order for products by means of zara.com, you expressly and unequivocally consent to the processing of this information and data and declare that all information and data you have provided to us are true and accurate and that you have obtained the prior written consent of the owner of the information and/ or data, in the event that the information and data you provide to us through the Site do not belong to you.

4. USE OF OUR WEBSITE

By using this Website and/or by placing any order through it, you agree:

1. To use the Website exclusively to make legitimate enquiries or orders.
2. Not to make any false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide a correct and accurate e-mail address, postal and/or other contact details. Likewise, you consent to our use of such information in order to contact you in the event that this should prove necessary (see our Privacy Policy).

If you do not provide all the required information, we may not be able to complete your order.

By placing an order by means of the website, you declare that you are at least 18 years old and you have the legal capacity to enter binding contracts.

5. SERVICE AVAILABILITY

The items provided on this website are available for shipping only inside Romanian territory.

If you want to order products through this Website, from another EU member state besides Romania, you are welcome to do so; In any case, the ordered products can only be delivered to a Zara store or at an address within Romania.

6. HOW THE CONTRACT IS ENTERED

The information provided in the Terms and the data contained in this Website does not constitute an offer to sell, but an invitation to bid (*invitatio ad offerendum*). There will be no contract between you and us in connection with any product until your order is expressly accepted by us. If we do not accept your offer, and funds have already been withdrawn from your account, you will be refunded in full.

To place an order, you must follow the online purchase procedure and click on "Payment Authorization". After that, you will receive an e-mail from us confirming receipt of your order ("**Order Confirmation**"). Please note that this does not mean that an order has been accepted, as your order is an offer you make to us regarding the purchase of one or more products from us. All orders are subject to acceptance by us, and we will confirm acceptance by sending you an e-mail confirming the shipment of the product ("**Shipment Confirmation**"). An electronic ticket with the details of your order will be attached to the Shipment Confirmation ("**Electronic Ticket**"). The contract between us regarding the purchase of a product (the "**Contract**") is concluded only when we send you the Shipment Confirmation.

The Contract will refer only to those products listed in the Shipment Confirmation. We will not be obliged to deliver any other product that has made or could have been part of your order, until the shipment of that product is confirmed by a separate Shipment Confirmation.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to their availability in our stock. In this regard, in the event of supply difficulties or if the products are no longer in stock, we reserve the right to inform you about substitute products of equal or superior quality and value that you can order. If you do not want to order these substitute items and if we have already received payment for the ordered products, we will refund you in full any amount of money you have paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this Website at any time, in its sole discretion and / or to remove or modify any material or information on this Website. Although we make every effort to always process all placed orders, there may be exceptional circumstances that require us to refuse to process an order after sending the Order Confirmation message, and we reserve the right to do so at any time.

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

9. DELIVERY

Subject to the provisions of Clause 7 above on the availability of products, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for the product(s) listed in the Shipment Confirmation by the date set out in the Shipment Confirmation in question or, if no

estimated delivery date is specified, within the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days of the date of the Order Confirmation.

However, delays may occur for reasons such as products customization, the occurrence of unforeseen circumstances or the delivery area.

If for some reason we are unable to meet the delivery date, we will inform you of this situation and give you the option to continue with the purchase with a new delivery date or alternatively, cancelling the order and reimbursing you with the full amount paid. Please, bear in mind that we do not deliver on Saturdays or Sundays.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place or the order shall be deemed to have been "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 agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

If the product order does not reach you within the estimated delivery time, please contact us using the following information: phone number 0800 420 777 or messaging service (CHAT).

10. INABILITY TO DELIVER

If we are unable to deliver the products after two attempts for reasons not attributable to us, we will try to find a safe place where to leave the package. If we cannot find a safe place, your order will be returned to our warehouse. We will inform you in writing about the place where the package is stored and how and when you can pick it up. If you do not show up at the place of delivery at the agreed time, please contact us to arrange another delivery date.

After 30 calendar days from the moment your order is ready for delivery, but without having been delivered for reasons not attributable to us, we will consider that you want to cancel the Contract, and it will be considered terminated. As a result of the termination of the Contract, we will reimburse you for all payments received from you, including delivery costs (except for any additional costs resulting from the selection of a delivery method other than the cheapest regular delivery method offered by us), without any unjustified delay and, in any case, within a maximum period of 14 calendar days from the date when we consider this Contract terminated.

Please note that the storage, transport and resuming of delivery resulting from the termination of the Contract may incur an additional cost and we will have the right to transfer this cost to you.

11. RISK TRANSFER AND OWNERSHIP OF THE PRODUCTS

All risks related to the products (including loss and damage) will revert to you upon delivery, when you or a third party designated by you, other than the courier, takes physical possession of the products.

Ownership of the products will be transferred to you only after we have received full payment of all amounts due for the products, including delivery costs, or upon delivery (as defined in Article 9 above), if this takes place at a later date. The legal ownership of the products will return to us immediately if we refund any such payment.

12. PRICE AND PAYMENT

The price of each product will be the one mentioned periodically on our Website, unless there is an obvious error. Although we take care to ensure that all prices indicated on Website are correct, errors may occur. If we discover a price error for any product(s) in your order, we will inform you as soon as possible and give you the option to reconfirm the order at the correct price or cancel it. If we cannot contact you, for reasons not attributable to us, the order will be considered canceled and, if you have already paid for the product(s), we will refund the full amount paid.

We have no obligation to sell any product at an incorrectly lower price (even if you have received our Shipment Confirmation from us) if the price error is obvious, unmistakable and could reasonably have been identified by you as an error.

The prices displayed on our website include VAT, but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide - Delivery Costs.

Prices may be revised at any time, but (with the exceptions mentioned above), no potential changes will affect any of your orders for which, prior to the price change, an Order Confirmation has already been sent.

Once you've selected all the products you want to buy by adding them to your cart, the next step is to go through the order completion process and make the payment. To do this, you must follow the steps in the purchase process, filling in or verifying the information required at each step. Moreover, throughout the purchase process, before making the payment, you can change the dates of your order. The shopping guide gives you a detailed description of the buying process. Also, if you are a registered user, a history of all your orders will be available in the "My Account" section.

You can pay using Visa, Mastercard, American Express and Apple Pay. You can also pay all or part of the price of your order with a Zara gift card issued by INDITEX ROMANIA S.R.L. If you subsequently wish to exchange your order due to "Change of size", this option will be available only for Zara items, and only if you have used any of the following means of payment: Visa, MasterCard or American Express.

To minimize the risk of unauthorized access, your credit card data will be encrypted. Once we receive your order, we will request a pre-authorization of your card to ensure that there are sufficient funds to complete the transaction. The amount will be withdrawn from your account when your order leaves our warehouse.

If you click "Payment Authorization", you confirm that your card belongs to you. You will be the sole responsible for any incidents and damages caused to us or to third parties as a result of the fact that you have provided bank details that do not belong to you.

Credit cards are subject to validation and authorization checks by the issuing institution. If we do not receive the necessary authorization, we will not be liable for any delay in the delivery of the ordered products or, as the case may be, their non-delivery and we will not be able to conclude any Contract with you.

Although we operate in the local currency and do not charge any additional fees or surcharges, this is an international transaction, and your bank may charge additional fees for foreign exchange. For this reason, if the amounts debited from your card or refunded to your card differ from the price displayed at the end of your order or from the confirmed amount to be refunded, please contact your bank for more information on bank commissions charged for such a transaction.

Ordering through electronic devices in store, and making payment for those purchases

If you are placing your order through one of the electronic devices that are available at certain ZARA stores in Romania for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorise Payment" button on the device screen, and you are required to pay for your order once it has been placed. Payment can be made by Visa, Mastercard or American Express card, and the above provisions regarding validation checks and authorization of your card will apply. You may also be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores. Please note that if you place your order through an instore electronic device, but wish to cancel the order, you must pay for the order and wait for the items to be delivered, before returning them in accordance with the returns policy described below.

13. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done through the Website are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers the Canary Islands, Ceuta and Melilla.

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

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

14. EXPRESS CHECKOUT

The express checkout feature (hereinafter referred to as "Express checkout") facilitates your purchases on this Website, as it does not require introducing information on delivery, billing and payment details for each purchase. Express checkout is available in the Cart View section.

To use Express checkout, you will need to save your card details. You can do this when you make a payment with any of the cards accepted on this Website by clicking the "Save card data" option. This action will save the following card data: the card number, the name of the cardholder exactly as it appears on the card, and the expiration date of the card.

To save your card details and use the Express checkout option, you will need to accept the Privacy Policy and the applicable Terms.

If you agree to use Express checkout, you will authorize the debit of the card that is associated with this tool for all purchases paid in this way. The use of the card will be governed by the terms of the written agreement between you and the institution that issued the card, in all cases.

You can save as many cards as you want to use for Express checkout, but you must make at least one payment with each card. If you want to save data for more than one card, the card that was most recently saved will be considered "your favorite card" and will be charged by default for purchases made with the Express checkout option. However, you can change your preferred card in the My Account section of this Site.

To use Express checkout, just click the "Express checkout" button that appears in the shopping cart. A delivery, billing, and payment information screen for your purchase will open immediately. The information available on this screen cannot be changed; therefore, if some information is incorrect, do not complete the purchase. To make purchases using different information, do not use the Express checkout service.

You can change your preferred card associated with the Express checkout option in the My Account section of this webpage.

15. RETURNS POLICY

15.1 Legal right of withdrawal

Right of withdrawal

If you are entering this Contract 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 takes 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 and by you takes physical possession of the last good.

In order to exercise your right of withdrawal from the Contract, you can notify us at INDITEX ROMANIA S.R.L.: Bucharest, Barbu Văcărescu Street no. 201, floor 9, office no. 1, sector 2, Romania, at 0800 420 777, by message using the message service (CHAT) or by writing to us via the contact form, regarding your decision to withdraw from this Contract, using an unequivocal statement (for example, a letter sent by post). You may also use the withdrawal form template as set out in the Annex, but you are not required to do so.

To meet the withdrawal deadline, it is enough for you to send your communication concerning your right to withdraw before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this Agreement, we will refund all payments received from you (except the delivery costs, if applicable as per Clause 15.3 and except for additional costs resulting from selecting a delivery method other than the standard delivery we offer), without unjustified delays and, in any case, within a maximum of 14 calendar days from the date when you notified us of your decision to withdraw from this Contract. We will refund your amounts using the same payment method that you used for the initial transaction. In any case, you will not incur any fees as a result of this refund.

Notwithstanding the above, we may defer your refund until we receive the products back or until you provide proof that you have returned the products, whichever comes first.

You will send back, deliver, or submit the products to any ZARA store in Romania or to the courier sent by us, without undue delay and, in any case, within a maximum of 14 calendar days from the date when you notified us of the withdrawal of this Contract. The deadline is met if you return the products before the expiration of the 14-calendar day period.

If you do not submit the products in a ZARA store in Romania, you will bear the direct costs for returning the products, if applicable as per Clause 15.3.

You are only responsible for the reduction of the value of the products, which results from manipulations other than those necessary to establish the nature, characteristics, and operation of the products.

15.2 Contractual right of withdrawal

In addition to the legally recognized right of withdrawal of consumers and users, mentioned in Article 15.1 above, we grant you a period of 30 calendar days from the date of Shipment Confirmation for the return of the products (except those mentioned in Article 15.3 below, in which case the right of cancellation is excluded). You (the customer) will be obliged to deliver the goods to us, so that we will receive them within 30 days from the Shipment Confirmation.

If you return the products within the contractual period provided for by the right of withdrawal, but after the legal period has expired (see Article 15.1. above), you will only be refunded the amount paid for the products in question. You will be responsible for the direct costs for returning the products, if the return is not done in a ZARA store in Romania.

You may exercise your right of withdrawal in accordance with the provisions of Article 15.1 above; however, if you inform us of your intention to withdraw from the Contract after the expiration of the legal term for withdrawal, you will in any case deliver the products to us within 30 calendar days from the date of the Shipment Confirmation.

15.3 Common provisions

You may not cancel the Contract whose subject matter is the supply of any of the following products:

- Customized items
- Music CDs/DVDs without their original wrapping
- Sealed goods which are not suitable for return due to health protection and hygiene reasons (e.g., underwear, earrings, hosiery, socks, fragrances) and that were unsealed after delivery.

Your right to cancel a Contract only applies to products which are returned in the same condition as you received them. Please return any product using or including all its original wrapping. You should also include all original boxes, labels, instructions/documents, and wrappings together with the returned product. No refund will be made if the product has been used after opening, if is not in the same condition as when it was delivered or if it is damaged. Therefore, you should take reasonable care of the products while they are in your possession.

You may return any product at any ZARA store in the country where your product was delivered, or by Courier arranged by us.

a) *Returns at any ZARA store*

You can return any ZARA or ZARA HOME product to any ZARA store in Romania. In this case, you must go to such a store and present, together with the product, the Electronic Ticket that has been attached to the Shipment Confirmation and which is also saved in your account on the Website, and in the Zara phone app. You will inform the store staff of the Electronic Ticket, either by displaying it on your mobile device, in digital format, or by presenting it in the printed version. Please note that ZARA HOME products purchased through this Website can be returned at ZARA HOME stores in Romania as well, following the same procedure as provided in this section.

This option will not incur any additional cost for you.

b) *Returns to a Drop-Off Point*

A "Drop-Off Point" is a parcel collection point, used by the courier service which offers this service in your area. To request this return option, you should access the "My account/Purchases>Returns" section of the Website or App and follow the steps provided. You will then be able to use your location or address to find your closest Drop-Off Point, and which courier service uses each location, and from this, you must select one. We will email you a QR code for you to be able to attach to the parcel and drop your parcel off at the Drop-Off Point.

Please send the item in the same package that you received it and follow the directions on the "Returns" section of this Website. ZARA HOME items must be returned in their sealed original packaging and in their original condition. Please be informed that you will bear the cost of returns to a Drop-Off point; we will charge a fixed amount (regarding the amount we refer to "Returns" section), which we will immediately deduct from the amount to be refunded to you.

c) *Returns by Courier (applicable for ZARA items and ZARA HOME bulky items only)*

When you return a product or several products through a courier sent by us, you must contact us using the web form available on the Site, or by phone at 0800 420 777, to establish the details for picking up the product from your home. You must send the product in the same package received, following the instructions in the "RETURNS" section of this Website. If you have purchased any product as an unregistered user, you can request returns by courier by calling 0800 420 777. Please be informed that you will bear the cost of returns by courier; we will charge a fixed amount (regarding the amount we refer to "Returns" section), which we will immediately deduct from the amount to be refunded to you.

Should you not wish to use the free return method available, you will be responsible for the return costs. Please bear in mind that if you wish to return the goods to us freight collect, we may charge you any costs incurred in such return.

We will fully examine the returned product and will inform you of your right to refund, if any (less fixed return costs if applicable; please see above and "Returns" section of the Shopping

Guide). Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned.

We will process your refund as soon as possible and, in any case, within maximum 14 days from the date when you notified us of your intention to withdraw from the Contract. 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.

We will refund any money received from you using the same method used to make payment.

You shall undertake the cost and risk of returning the products to us if you have not chosen the free return option as indicated above.

Should you have any doubt, please contact us through our web form or by telephone at 0800 420 777.

EXCHANGES – FOR A CHANGE OF SIZE

If you decide that ZARA item 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 any additional delivery charge for the new item being sent to you, provided that you return the original item. This option is irrespective of your right of withdrawal, which will continue to exist legally and contractually. You should select the new size of your ZARA item, and provided that (1) it is the same item; (2) its price on the Website is equal to, or greater than, the price you paid for the original item (in these circumstances only, you will not be charged for the price); (3) the means of payment that you originally used is one of those specified as such in Clause 12 of these Terms; (4) you have no more than two exchanges requests simultaneously for the same order; and (5) you are not requesting more than 5 items to be exchanged in each request; 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 item will only be displayed as being available to you when all five these conditions are met. This option is not available for ZARA HOME products sold via this Website.

Once you have requested the exchange and selected the appropriate returns method, you must return the original item, either to any Zara store or by dropping it off at a Drop-Off Point, using a returns-paid label that we can supply to you. You must return the item without any undue delay, and in any event within a maximum period of 30 calendar days from making the exchange request via this Website. Neither of these options for returning the item will generate additional cost for you.

After you have chosen your return method, we will aim to send your new order to you, of the items in its revised size within 2-3 working days from the date of request of the exchange, and in any event within a maximum of 30 days from that date. This new order is governed by the provisions of these Terms, including your ability to exercise your right of withdrawal.

Please note that if after 30 calendar days from the date of the exchange request made via this Website, you have not returned the original item, we are entitled to charge you the costs corresponding to the new order placed, as provided in these Terms.

15.4 Returns of defective products

In circumstances where you consider that the product does not conform to the Contract at the time of delivery, you should promptly contact us via our web form with details of the product and its damage. Alternatively, you can contact us by telephone at 0800 420 777 where you will receive instructions from us.

You may return the product to any ZARA store in the country where it was delivered to you, together with the Electronic Ticket which you may present in digital format on your mobile device or which you can print or hand to a courier sent by us (as the case may be).

Upon receipt of the returned product, we will fully examine it and notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. The refund or replacement will take place as soon as possible and, in any case, within 14 days of the day

we confirmed to you via e-mail that you are entitled to a refund or replacement for the non-conforming product.

In case of existence of any flaw, defective products will be refunded in full, including a refund of the delivery costs incurred by you in receiving the product. We will always refund any amount using the same payment method.

This provision does not affect your statutory rights under the regulations in force.

15.5. Returns of non-ZARA/ZARA HOME items

You are responsible for checking the contents of any packages before you return them to us. We are not responsible for the care or return of the contents of any packages which are erroneously returned to us (which included any products provided by other retailers) ("Erroneous Returns").

We may (but are not required to) to inform you that you have made an Erroneous Return.

We will store any Erroneous Returns which we receive for a period of 14 days from the date we receive them. If you have not contacted us regarding the Erroneous Returns within this time, we will presume that the relevant contents have been abandoned. We reserve the right to destroy any such Erroneous Returns without notice to you.

Given the volume of returns we process, we do not promise that we will be able to locate all Erroneous Returns we receive.

If we are able to locate an Erroneous Return, we will take reasonable measures to return the relevant contents to you, but reserve the right to first require you to reimburse us for our reasonable costs in processing, storing and returning those contents to you.

15.6 Right of withdrawal and return for orders from abroad

If you have ordered products from outside Romania, from another EU member country, through this Website, the above clauses, 15.1, 15.2, and 15.3. are applicable provided that the return by courier sent by us can be made from an address in Romania.

At the same time, we inform you that we are under no obligation (except for clause 15.4, to which this clause 15.5 does not apply) to pay delivery costs to destinations other than the delivery address of origin or return costs from destinations outside Romania.

16. LIABILITY AND DISCLAIMERS

Unless otherwise expressly stated in these Terms, our liability in connection with any product purchased through our web site is strictly limited to the purchase price of that product.

Notwithstanding the above, nothing in these Terms shall exclude or limit in any way our liability:

1. For the death or personal injury due to our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit our liability or to try to exclude or limit our liability.

Irrespective of the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for the following, regardless of their origin:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of data; and
- (vi) loss of management time or office hours.

You will also not be able to claim liability if the inability to deliver the ordered products or to fulfill any of our obligations under these Terms is the result of a Force Majeure Event, as regulated in Article 23 below.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising, except those legally established. In this sense, if you are contracting as a consumer or user, you are entitled to remedies free of charge should the items not conform to the contract and 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 same qualities we have presented in this website; (ii) are fit for the purposes for which goods of the kind are normally used and (iii) show the quality and performance parameters which are normal in goods of the same type and which can reasonably be expected.

Our liability is engaged if the lack of conformity occurs within two years from the delivery date of the product. Until evidence to the contrary, the lack of conformity occurred within 12 months from the delivery date of the product is presumed to have existed at the time of delivery thereof, unless the presumption is incompatible with the nature of the product or lack of conformity.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

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 color, 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.

Nothing in this clause will affect your statutory rights as a consumer and/or user, or your right to withdraw from the Contract. Our commercial warranty will not affect your recognised rights under existing legislation

17. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

18. VIRUSES, HACKING AND OTHER CYBERCRIMES

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial-of-service attack or a distributed denial of service attack.

By breaching this provision, you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority, and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately

We accept no liability for any loss or damage incurred from any denial-of-service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

19. LINKS FROM OUR WEBSITE

We may have links from our website to other third-party websites and materials; such links are provided exclusively for information purposes, and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

20. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using this website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

21. NOTICES

All notices given by you to us should be given preferably via our contact form. Pursuant to the provisions of clause 20 above and unless otherwise stated, we may send you notice, either to the e-mail or to the postal address you provide to us when placing an order.

Notices will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposal will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

23. FORCE MAJEURE EVENTS

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control ("**Force Majeure Event**").

A Force Majeure Event shall include any act, event, failure to comply, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

1. Strikes, lockouts or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. Acts, decrees, legislation, regulations or restrictions of any government.

7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance of our obligations for the duration of such a period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

If the Force Majeure Event lasts more than 3 months, the Contract concluded by us will be terminated by law. Upon termination of the Contract, we will reimburse you for all payments received from you, including delivery costs, if any (except for additional costs due to the fact that you have chosen a different delivery method than the cheapest standard delivery type offered by us), without undue delay and, in any case, within a maximum of 14 calendar days from the date on which we consider this Contract to be terminated.

24. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance by you of any of your obligations under a Contract or any of these Terms, and/or if we fail to exercise any of the rights or remedies to which we are entitled under such Contract or under these Terms, this shall not constitute a waiver or a limitation whatsoever of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any breach of obligation, shall not constitute a waiver by us of any other subsequent breach of the obligations under the Agreement or the Terms.

No waiver by us of any of these Terms or of any rights or remedies arising from the Contract shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

25. SEVERABILITY

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

26. INTEGRALITY OF THE CONTRACT

These Terms and any document expressly referred to herein represent the full agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Both you and we acknowledge that, in entering into this Contract, neither You nor we have relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms.

Neither you, nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

27. OUR RIGHT TO MODIFY THESE TERMS

We have the right to modify and amend these Terms from time to time.

You will be subject to the policies and Terms in force at the time that you use this website or order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

28. LAW AND JURISDICTION

The use of our Website and the Contracts for the purchase of products through such website will be governed by Romanian law.

Any dispute arising from or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Romanian courts.

If you are entering this contract as a consumer, nothing in this clause will affect your statutory rights as provided by the local legislation in force.

29. FEEDBACK

We welcome your comments and feedback. Please send all feedback, comments, and suggestions to us via our contact form.

Last updated on 02/09/2022

ANNEX

Withdrawal form template

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

To: **INDITEX ROMANIA S.R.L.**,

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

Ordered on/received on (*)

Customer name

Customer address

Customer signature (only if this form is notified on paper)

Date

() Delete as appropriate*