

# General Terms and Conditions of Business

## 1 INTRODUCTION

This document (together with the documents referred to herein) sets out the terms and conditions governing the purchase of products via the website [www.zara.com/de](http://www.zara.com/de) (the "terms and conditions") by consumers within Germany.

You should read these terms and conditions, our cookies policy and our privacy policy (hereinafter collectively referred to as the "data protection provisions") carefully before purchasing any products. By placing an order through this website you agree to these Terms and our Privacy Policy. If you do not agree to the Terms and the Privacy Policy, you cannot use this website.

We may change these Terms and Conditions. You are required to read the Terms on a regular basis, as the applicable Terms are those in force at the time a contract is concluded (see below).

If you have any query regarding the terms and conditions or the data protection provisions, you may contact us by using the contact form.

You can enter into the contract in either German or English (see below).

## 2 OUR DETAILS

The sale of ZARA products through this website is undertaken by the limited partnership ZARA Deutschland B.V. & Co., a German company with its registered place of business at Mönckebergstraße 11, 20095 Hamburg, registered in the Commercial Register of the Hamburg Local Court (Amtsgericht Hamburg) under HRA 111616, with VAT identification number DE 815 218 175; whereas the sale of ZARA HOME products through this website is undertaken by ZARA HOME Deutschland B.V. & Co. KG, a German company with its place of business at Mönckebergstraße 11, 20095 Hamburg, registered in the Commercial Register of Hamburg Local Court (Amtsgericht Hamburg) under HRA 112559, with VAT identification number DE 275531309. Both and each of the companies are hereinafter referred to as "we"/"us"/"our"/"ZARA", as applicable.

## 3 YOUR DETAILS AND USE OF OUR WEBSITE

The information or personal data that you provide to us will be processed in accordance with the data protection provisions. By placing an order through this website, you consent to the processing of your information and details, and warrant that all information and details submitted are accurate and correct.

## 4 USING OUR WEBSITE

By placing an order through this website you agree:

- i. To use the website exclusively for legitimate enquiries and orders. Not to place false or fraudulent orders. If we have a reasonable basis to believe that such an order has been placed, we have the right to cancel the order and notify the relevant authorities.
- ii. Provide us with your correct and full email address, postal address and/or other contact details You also agree that we may use this information to contact you regarding your order if necessary (see our privacy policy).

If you fail to provide us with all of the information that we require, you will not be able to place an order.

By placing an order through this website, you warrant that you are at least 18 years old and are legally permitted to enter into contracts.

## **5 SERVICE AVAILABILITY**

The items offered on this website are only available for delivery within Germany; with the exception of Heligoland and Büsingen.

If you would like to order products from another EU member state outside Germany via this website, you are of course welcome to do so; however, the ordered products can only be delivered to a ZARA store in Germany or to a delivery address within Germany (with the exception of Heligoland and Büsingen).

## **6 CONCLUDING THE CONTRACT**

The information contained in these Terms and Conditions and the details contained in the website do not constitute an offer for sale, but rather, an invitation to conclude transactions. A contract for any product will not be formed between you and us until your order has been expressly accepted by us. If we do not accept your order, any amounts already debited from your account will be refunded in full.

To place an order, you must complete the online checkout process. See the buyer's guide for a detailed description of the purchase process. Once you have added on or more items that you wish to purchase to your shopping basket, you can proceed with the order. To do this, follow the steps of the purchase process, completing or checking the information required for each step. In addition, you can change the details of your order during the checkout process before payment and correct any errors that may have occurred. The next step is to process the order and make the payment. The ordering process is completed by clicking the "Order subject to payment" button. You will then receive an email from us confirming receipt of your order ("Order Confirmation"). Please note that this does not mean that your order has been accepted as your order represents your offer to purchase one or more products from us. All orders require acceptance by us, which is done by sending you an email confirming that the order has been dispatched ("Dispatch Confirmation"). The contract for purchasing a product ("Contract") is only concluded when we have sent you the Dispatch Confirmation.

The Contract only relates to those items that are listed in the Shipping Confirmation. We are not obliged to deliver any further ordered items to you until the dispatch of these items has also been confirmed in a further Dispatch Confirmation.

If you are logged in as a user, you can find a listing of all the orders you have placed under "My account".

## **7 RESERVATION OF RIGHT OF REFUSAL**

We reserve the right to remove products from the website at any time and withdraw or amend its material or contents. Although we always make every effort to process all orders we receive, exceptional circumstances may mean that we have to decline to process an order after sending an Order Confirmation. We reserve the right to do so at any time at our discretion.

We will not be liable to you or to any third party for the removal of any product or alteration of any material or content on this website or for the rejection of any order after an order confirmation has been sent.

## **8 DELIVERY**

All product orders are subject to availability. Unless there are exceptional circumstances, we will endeavour to deliver the products specified in the Dispatch Confirmation before the delivery date specified therein or, if no delivery date is specified, within the estimated period shown when you selected the delivery method and, in any event, within a maximum period of 30 days from the date of the Dispatch Confirmation.

Nevertheless, delays may occur due to customised items, the occurrence of unforeseen circumstances or because of the scope of delivery.

For electronic voucher cards (hereinafter "eCard"), delivery is on the date you specify when placing the order.

If for any reason we are unable to meet the delivery date, we will inform you and give you the option of either proceeding with the purchase by setting a new delivery date or cancelling the order with a full refund of the amount already paid. Please note that we do not deliver to your home on Sundays. Only the eCard is an exception to this. This will be sent to the email address you provide on the date you select on our website.

For the purposes of these terms and conditions, "delivery" shall be deemed to have taken place and the order considered to have been "delivered", as soon as you or a third-party nominated by you has taken possession of the goods. This shall be documented by signing the certificate of receipt of the order at the shipping address that you have specified.

The eCard shall be deemed to have been delivered as specified in the [gift card terms and conditions of use](#) and in any case it will be considered to have been delivered at the time of sending to the email address specified by you.

During sales, free shipping only applies to orders that include full-price items.

## **9 UNABLE TO DELIVER**

If your order cannot be delivered after several attempts for reasons beyond our control, it will be returned to us. In this case, we assume that you wish to withdraw from the contract, which then automatically converts into a debtor/creditor relationship. As a consequence of this, we will immediately, but no later than 14 days after withdrawal, refund all payments received from you, including shipping costs (with the exception of additional costs resulting from the fact that you have chosen a delivery method other than the standard delivery method offered by us).

This clause does not apply to the eCard, the delivery of which is governed by the provisions of the [gift card terms and conditions of use](#) and the provisions of clause 8 above.

## **10 TRANSFER OF RISK AND TRANSFER OF OWNERSHIP OF THE PRODUCTS**

From the time of delivery, the risk of accidental loss and accidental deterioration of the products shall pass to you.

Ownership of the products shall not pass to you until payment in full of all sums due in respect of the products, including delivery charges, or upon delivery (see Clause 8 above) if this occurs at a later date.

## **11 PRICE AND PAYMENT**

### **11.1 GENERAL**

The purchase price of the products corresponds to the price stated on our website at any time, unless there is an obvious error. Although we make every effort to ensure that all prices quoted on the website are correct, errors may occur. If we discover an incorrect price on a product you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and you will receive a full refund of all amounts already paid.

We are under no obligation to sell you any product at an incorrect lower price (even if we have already sent the dispatch confirmation) if the error in the price is obvious and unmistakable and the incorrect price was reasonably apparent to you as an error.

The prices stated on the website are inclusive of VAT but exclusive of shipping costs. These costs will be added to the total amount due according to the information relating to shipping costs in our [buyer's guide](#). The total price, including the purchase price for the products, shipping costs, and VAT, will be displayed prior to final placement of your order. Only non-reduced items whose prices at least correspond to the values indicated on [www.zara.com/de](http://www.zara.com/de) are eligible for the free shipping option.

We reserve the right to change prices at any time. However, unless otherwise stated above, such price changes will not affect orders placed by you for which we have already sent you an Order Confirmation. If you pay via PayPal or Sofort, the charge will be made at the time we confirm your order.

By clicking on "place order and make payment", you are confirming that you are the lawful holder of the credit card or you are the rightful holder of the gift card or eCard.

Credit cards are subject to validity checks and approval requests by the respective credit card institution. Should it not approve the payment to us or to the service provider responsible for the payment processing in accordance with Number 11.2, we shall not be liable for delays or non-deliveries and we may not be able to enter into a contract with you.

Please note you are only able to change sizes in relation to ZARA products and when using the following payment methods: AMEX, MasterCard and VISA.

### **11.2 PAYMENT PROCESSING**

The limited partnership ZARA Deutschland B.V. & Co. and ZARA HOME Deutschland B.V. & Co. KG have commissioned Fashion Retail S.A., with its place of business in A Coruña (Spain), Avenida de la Diputación, Edificio Inditex, Arteixo, registered in the Commercial Register of A Coruña under number 3425, page 49, C-47731, 1st entry, tax identification number A-70301981 in relation to the processing of payments and refunds

Payment can be made by Visa, MasterCard, American Express, Klarna, Sofort, Apple Pay and PayPal. In addition, you can pay the full amount or part of the amount with a gift card or with an eCard.

To minimise the risk of unauthorised access, your credit card details are encrypted. Once we have received your order, we or our appointed service provider will request provisional approval of the payment from the credit institution to ensure that the funds required to complete the transaction are available. Your credit card will only be charged at the time your order leaves our warehouse.

### **11.3 ORDERING VIA ELECTRONIC DEVICES**

If you wish to place an order by using an electronic device provided by us in a ZARA store, you must follow the steps shown on the device during the purchase process. You can adjust all the details of your order during the ordering process. In this context, you can choose, for example, the payment method or whether you would like to order the selected items as a gift, if possible, before you complete your order. Please note that by pressing the "Order subject to payment" button you commit to paying for your order.

Payment can be made by Visa, MasterCard, American Express, Klarna, Sofort, Apple Pay and PayPal. In addition, you can pay the full amount or part of the amount with a gift card or eCard. You can also pay for your order at the checkout in the respective ZARA store. In this case, you have the option to use all payment methods offered in the respective branch, with the exception of voucher cards.

## **12 PURCHASING AS A GUEST**

You can also make purchases from this website using the Purchase as a Guest function. During this purchase process, only data that is indispensable for processing your order is requested. After completing the purchase process, you will be offered the choice of registering as a user or continuing as a guest.

## **13 EXPRESS DELIVERY**

If you have only ordered ZARA items and have chosen "deliver to store" as the delivery method we will inform you after your order if our "express delivery service" is available for the items in your order. As this service is dependent on stock and other factors, this option cannot be guaranteed for every order you place. If we have informed you that our "express delivery service" 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 buyer's guide on our website. In this case, we will inform you of the earliest possible collection time as soon as your order has been prepared in the branch.

You can either collect the order yourself (by showing the order number and proof of identity) or authorise someone else to collect the order on your behalf. In this case, the authorised person must show the order number and proof of his or her identity.

These terms and conditions apply to you, as do the other provisions of these general terms and conditions of business if you have made a purchase and were able to use the "express delivery service".

## **14 QUICK PURCHASE**

The quick purchase function (hereinafter "quick purchase") makes it easier for you to make purchases through this website, as you do not need to enter shipping, billing and payment information for each purchase. You will find "Quick Buy" in the "Shopping basket" area.

To use Quick Buy, you must register for a customer account and save your card details. You can do this when paying with any credit card accepted by this website by clicking "Save my card details". The following card details are then saved: Card number, cardholder name (exactly as stated on the card) and expiry date. If you use Quick Buy, payment must be made by credit card.

In order to store your card details and to use Quick Buy, you must accept the applicable Privacy Policy and Terms.

By agreeing to use the Quick Buy feature, you give permission for purchases made using the tool to be charged to the appropriate card linked to the tool. In all cases, use of the card is subject to the terms and conditions agreed in writing between you and the Card Issuer.

You can save the details for a maximum of 15 cards under Quick Buy. To do this, you have to make at least one

payment with each card. If you wish to save the details of more than one card, the card for which the details were saved last is deemed to be your "preferred card" and will be charged by default when purchasing using Quick Purchase. However, you can change your "preferred card" linked to Quick Buy under "My Account" on this website.

To use Quick Buy, all you need to do is click the "Quick Buy" button that appears in the shopping basket. A window will then appear with the delivery, billing and payment details for your purchase. The data contained in this window cannot be edited. Do not complete a purchase if the data is incorrect. If you are making purchases using different details, please do not use the Quick Buy service.

### **15 PRE-SALES OF ITEMS**

When you purchase items in advance, these will be delivered to the address of your choice under the terms and conditions stated on our website.

Please note that these items may be subject to longer delivery times, which are displayed on the website. In any case however, these items will be delivered within 30 days of the date of the order confirmation.

In the case of mixed orders containing items that correspond to the usual purchasing process and pre-sale products ("mixed orders"), the items are ordered by you in a single order but may be delivered separately and at different times.

As soon as the pre-sale products are prepared, we will contact you to inform you that they are being dispatched ("dispatch confirmation").

Furthermore, if you purchase a pre-sale product, all of the provisions contained in these terms and conditions will also apply to you.

### **16 ZARA EDITED**

This website contains a special category called "ZARA EDITED" in which you can customise certain items by selecting your own text and characters in accordance with the terms and conditions of this category. You can find more information about this service in the corresponding category.

Please bear in mind that due to technical problems or other factors that are beyond our control, colours, textures and actual sizes may differ from those shown on the screen. Please also note that these garments cannot be returned or exchanged as they are items customised for you.

You ensure that you are entitled to use the text and other characters that form part of the individual customisation of the products. We reserve the right to refuse your customisation or cancel orders for customised products if these terms and conditions are not complied with. Nevertheless, you alone are responsible for the desired individual customisation. We may, at our sole discretion, reject your customisation or cancel orders for individually customised products if the customisation contains or

consists of inappropriate or unlawful content and/or affects or infringes upon any third- party ownership rights.

We are not responsible for the text or other characters contained in individual customisations created by users of this service and are not obliged to check these. We do not guarantee the legality of the named texts or other characters and therefore accept no responsibility for any loss and/or damage incurred by users and/or third-parties (whether individuals or public or private bodies) directly or indirectly as a result of the use of the ZARA EDITED area or which is directly or indirectly connected to the area and/or its products.

## **17 RIGHT OF REVOCATION AND RETURN**

### **17.1 LEGAL RIGHT OF REVOCATION**

#### **CANCELLATION POLICY**

##### **Right of revocation**

If you conclude a contract as a consumer, you have the right to withdraw from it without giving reasons during the statutory revocation period.

The withdrawal period is 14 days from the day on which you or a third party named by you who is not the carrier has taken possession of the goods or, in the case of several items in separately delivered packages, 14 days from the day on which you or a third party named by you who is not the carrier has taken possession of the last package.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from the contract by means of a clear declaration (e.g. by letter sent by post, telephone or email) in one of the following methods. You can also use our [Sample-Cancellation Form](#) , but this is not mandatory.

i. By post:

for ZARA items:

Kommanditgesellschaft ZARA Deutschland B.V. & Co.  
Mönckebergstr. 11  
20095 Hamburg Germany

for ZARA HOME items:

ZARA Home Deutschland B.V. & Co. KG  
Mönckebergstr. 11  
20095 Hamburg Germany

ii. By email:

for ZARA items: [info-de@zara.com](mailto:info-de@zara.com)) for ZARA  
HOME items: [info@zarahome.com](mailto:info@zarahome.com)

iii. By phone: for ZARA items: 0800 589 1603 for ZARA HOME items: 0800 0001157

iv. Via web form:

Web form

The right of withdrawal does not apply to:

- i. Contracts for the supply of goods that are not prefabricated and for the manufacture of which a personalised selection or specification by the consumer is decisive or which are clearly tailored to the consumer's personal needs.
- ii. contracts for the delivery of sound and or video recordings or computer software in a sealed package, if the seal has been removed after delivery,
- iii. Contracts for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

Consequences of withdrawal

If you withdraw from this contract, we will refund all payments received from you, including the shipping costs to the original place of delivery (with the exception of additional costs resulting from the fact that you have chosen a delivery method other than the standard delivery offered by us), without undue delay and, in any case, no later than 14 days from the day on which we received the notification of your withdrawal from this contract. For this refund, we will use the same form of payment that you used for the original transaction. Under no circumstances will we charge you any costs for this refund. Notwithstanding the foregoing, we may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and, in any case, no later than 14 days from the day on which you inform us of your withdrawal from the contract. The deadline is met if you send off the goods before the 14-day deadline expires.

You bear the direct costs of returning the goods.

You can the following options:

i. Returns to collection points:

You can request to make a return to a collection point in Germany (handover to the postal services or at a packing station). After the request has been checked, you will receive a confirmation email with a QR code and the prepaid return slip to print out and attach to the parcel. The cost of the return is € 1.95 per package and will be deducted immediately from the amount to be refunded to you before the refund. To request a prepaid return please proceed as follows:

Please log in and follow the steps indicated in "my account > returns". If you do not have a Zara.com customer account, please use the link you received in the order confirmation and dispatch confirmation emails.

ii. Returning by your own:

You can also return goods at your own expense to the following address:

for ZARA items:

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

for ZARA HOME items:

ZARA HOME  
ARVATO  
Panattoni Park V Ul. Składowa 3,  
62-064 Plewiska POLAND

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

If you decide to return the goods to us at your own expense or by "cash on delivery", we would kindly request that you enclose a printout of the e-ticket attached to the dispatch confirmation email received

for the respective item(s) and which is also saved under the “my account” section on our website or in the ZARA app.

Please note that if you make use of the contractual right of return and organise the transportation of the items yourself, i.e. you do not use the return alternatives returns in collection points or returns to the branch, you bear the return risk yourself..

iii. Return by courier (only for ZARA HOME bulky goods):

If you wish to return the items via our engaged courier, you will need to contact us via our web form or by telephone on 0800 0001157. We will offer to have the items collected from your home free-of-charge by a courier. To do this, follow the instructions that you will find under "MY ACCOUNT > RETURNS" on our website.

We will check the returned items and inform you of your right to a credit for the amounts paid. The credit will be issued as soon as possible and, in any case, within 14 days from the date on which we receive notification of your cancellation. Notwithstanding the foregoing, we may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. Refunds are always made using the same means of payment that you used to make the purchase. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

The return of goods is free of charge for you if you use the following option:

iv. Returns to the branch:

You can return items to any ZARA store in Germany, provided the store has the same product section as that of the item you wish to return.

In such a case, we ask you to come to the store with the item to be returned and the e-ticket that was attached to the dispatch confirmation received for the respective item, which is also saved under the “my account” section on our website or in the Zara app. You can show the e-ticket either in digital form on your mobile phone or in printed form.

## **END OF THE CANCELLATION POLICY**

### **17.2 CONTRACTUAL RIGHT OF RETURN**

In addition to the statutory right of cancellation for consumers and users in accordance with Clause 17.1 we also guarantee you a contractual right of return. This allows you to return the items to us within a

period of 30 days from receipt of the dispatch confirmation email for the item in question and on presentation of the e-ticket. You bear the direct costs of returning the goods.

To exercise your right of return, it is sufficient to return the goods to us using one of the following options:

i. Returns to collection points:

You can request to make a return to a collection point in Germany (handover to the postal services or packing station). After you have requested the return, you will receive an email with a QR code and the prepaid return slip to print out and attach to the parcel. The cost of the return is € 1.95 per package and will be deducted immediately from the amount to be refunded to you before the refund. To request the stamped return slip, proceed as follows:

Please log in and follow the steps indicated in "my account > returns". If you do not have a customer account, please use the link you received in the order confirmation and dispatch confirmation emails. Also in this case, the items must be received by us within 30 days of receipt of the dispatch confirmation for the respective item.

ii. Return by your own

You can also return the goods to us at your own expense to the following address:

for ZARA items:

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

for ZARA HOME items:

ZARA HOME  
ARVATO  
Panattoni Park V Ul. Składowa 3,  
62-064 Plewiska POLAND

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

If you decide to return the goods to us at your own expense or by “cash on delivery”, we would kindly request that you enclose a printout of the e-ticket attached to the dispatch confirmation email received for the respective item(s) and which is also saved under the “my account” section on our website or in the ZARA app.

Please note that if you make use of the contractual right of return and organise the transportation of the items yourself, i.e. do not use the return alternatives returns in collection points or returns to the branch, you bear the return risk yourself.

iii. Return by courier (only for ZARA HOME bulky goods)

In the case of bulky items that cannot be returned to a collection point in Germany (post or parcel service), you can request that these be returned by courier. We will organise this return for you. You will need to contact us via our web form or by phone on 0800 0001157 to arrange collection of the goods from your home. The product should be returned in its original packaging. The instructions of this "contractual right of return" section should be followed. If you have purchased goods as a guest, you can request a return by courier service by calling 0800 0001157. This option will not lead to any costs being incurred by you.

Please remember that you are responsible for the contents of the return package. This also applies if you use one of the return options offered by ZARA or ZARA HOME. Should the return package mistakenly contain items that are not associated with ZARA or ZARA HOME, we are entitled to charge you the corresponding costs of the return shipment, should it be possible to return the package to you.

The return of the goods is free of charge for you if you use the following option:

iv. Returns to the branch:

You can return items to any ZARA store in Germany, provided the store has the same product section as that of the item you wish to return. In such a case, we would kindly request that you come to the store with the item and the e-ticket that was attached to the dispatch confirmation, which is also saved under the “my account” section on our website, and in the Zara app. You can show the e-ticket either in digital form on your mobile phone or in printed form.

Your statutory claims remain unaffected by this contractual right of return.

The garments must be in an original, unused condition with the original inner labels intact.

We will check the returned items and inform you about your right to a refund for the amounts paid. The refund will be made as soon as possible, in any case, within 14 days from the date you returned the goods to us. The purchase price will be refunded using the same method as to pay for the purchase. Therefore, the corresponding card is required for eCard or credit card payments. If a gift voucher is presented, you

will receive a gift card that is valid exclusively in Germany for an indefinite period of time to purchase goods in all ZARA stores or on [www.zara.com](http://www.zara.com). The credit card balance can neither be refunded or paid out.

Please be aware that your right to cancel only applies to products that were returned in the condition in which you received them. If the use of an item goes beyond mere examination, as may be the case in a physical store, no refund will be given for damaged items or items that are not in the same condition as when you received them.

Unfortunately, underwear and swimwear without a hygiene protection sticker, earrings, stockings, accessories without original packaging, customised items, fragrances whose original seal has been removed and goods purchased abroad cannot be returned or exchanged.

If the item you have purchased is a gift card or an eCard, the general terms and conditions of use for gift cards will apply.

This right of exchange and return granted by us, irrespective of defects, applies in addition to your statutory warranty claims.

If you have any questions, you can contact us via our web form or call us on 0800 5891603.

### **17.3 CHANGING SIZES**

Should you decide that the item that you have purchased is in the wrong size, then you may be able to request an exchange for a different size without having to pay an additional delivery charge for the new item, provided that you return the original item which has been purchased. This option exists regardless of your statutory right of revocation and the contractual

right of return, which continue to exist. You can request an exchange for a different size on this website under

"ORDERS AND RETURNS" in the "MY ACCOUNT" section. To do so, you must select the new size of the item and request a resize, provided that (i) it is the same item, (ii) the purchase price of the item is the same or higher than the price you paid for the original item purchased (please note that only in such a case will we not charge the difference) and (iii) only the means of payment listed in Clause 11 above was used for the purchase of the original item (please refer to Clause 11 for more information). Please note that the option for you to change the size of your original item will only be offered if all of the conditions above are fulfilled. This option is not available for ZARA HOME products purchased via the website.

Once you have requested this change and selected the return method, you must return the original item which has been purchased either to any ZARA store in Germany (which has the same product section as the item you wish to exchange), or by dropping it off at a collection point in Germany (see 16.2 ii in this respect). You must return the item without any unnecessary delay, and in any event within a maximum period of 14 calendar days of the change request. You will not incur any additional costs for either of the two options for returning the item (with the exception of the last paragraph of this clause).

If you return the item to any ZARA store in Germany which has the same section to which the item you wish to change belongs, you must present the item being returned along with the e-ticket that was

attached to the dispatch confirmation, email which is also saved in your account on our website or in the Zara app. You can show the e-ticket either in digital form on your mobile phone or in printed form.

After you have chosen your return method, we will send the new order with the item in the revised size within 2-3 working days from the date the change was requested, and in any event within a maximum period of 30 days from this time. This new order is governed by the provisions of these terms and conditions, including the exercising of your statutory right of revocation.

Please note that if you have not returned the item originally purchased within 14 days of requesting a resize, we will be entitled to claim the cost of the new order in accordance with these terms and conditions.

#### **17.4 RIGHT OF REVOCATION AND RETURN IN CASE OF ORDERS FROM ABROAD**

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

#### **17.5 RIGHT OF REVOCATION AND RETURN IN CASE OF PURCHASE AS A GIFT**

The aforementioned rights of cancellation and return also apply to you as the purchaser in the case of a gift purchase. In addition, we grant the recipient the right to exchange the goods for available products on our website or in a ZARA store in Germany upon presentation of the gift receipt enclosed with the delivery, or to receive a voucher in the amount of the purchase value upon return of the goods.

#### **18 LIABILITY AND EXCLUSION OF LIABILITY**

Claims for damages on your part are excluded. Excluded from this are:

- i. Losses due to injury to life, body or health that are based on a breach of obligations on our part or a breach of obligations by one of our legal representatives or our vicarious agents and
- ii. other damages based on an intentional or grossly negligent breach of duty on our part or on the part of one of our legal representatives or vicarious agents.

In the event of a negligent breach of contractual obligations, the fulfilment of which is essential for proper performance of the contract and on the observance of which you as the customer may regularly rely (so-called cardinal obligations), our liability shall be limited to compensation for foreseeable, typical damage.

The provisions of the Product Liability Act shall remain unaffected.

Subject to the preceding section and unless otherwise specified in these terms and conditions, in the case of contracts with companies within the meaning of Section 14 of the German Civil Code (BGB), we do not accept any liability in particular for the following losses:

- i. Loss of earnings or turnover
- ii. Business losses
- iii. Profit or contract losses
- iv. Losses from expected savings
- v. Losses of the data transmitted to us; and
- vi. Loss of administrative or office time

The limitations of liability do not apply insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item. The same applies insofar as we have reached an agreement with you on the condition of the item.

The provisions contained in this Clause do not affect your rights as a consumer and customer, nor your right to withdraw from the contract.

## **19 WARRANTY**

All of the product descriptions, information and materials provided on this website are "as is" and provided without explicit or tacit guarantees, unless these are legally prescribed. If you conclude a contract in this sense as a consumer or customer, we are obliged to deliver goods in accordance with the contract. The goods are in conformity with the contract if they (i) correspond to our description and quality as shown on our website, (ii) are suitable for the purposes for which items of this type are usually used and (iii) are of the quality as is usual and reasonably to be expected for this type of item.

The products we sell - especially handcrafted products - often have the characteristics of the natural materials used in their manufacture. These characteristics - such as variations in fibres, texture, knots and colours - are not considered defects or damage. We only select the highest quality products. However, natural characteristics are unavoidable and should be accepted as part of the individual nature of the item.

## **20 INTELLECTUAL PROPERTY**

You hereby confirm and agree that we or our licensor retain all copyright, trademarks and all other intellectual and industrial property rights for materials or content made available to us as part of the website at all times. You are only permitted to use this material in accordance with the explicit approval that has been granted by us or our licensor. This provision does not prevent you from using this website to the extent necessary to copy information relating to your orders or contact details.

## **21 VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You are prohibited from knowingly misusing this website by introducing viruses, Trojans, worms, logic bombs or other software or materials that are damaging or technically harmful. You will not attempt to gain unauthorised access to this website, the server on which this website is hosted or any other server, computer or database connected to this website. You agree not to attack this website by means of a denial of service attack or a distributed denial of service attack. Failure to comply with this clause will be considered to be a criminal offence as defined under the applicable regulations. We report any such breach of these legal requirements to the relevant authorities and work with them to track down offenders. If you breach this Clause, your authority to use this website will be immediately withdrawn. We shall not be held liable for any damage or harm resulting from a denial-of-service attack, virus or any other

software or material which is damaging or technologically harmful to your computer, IT equipment, data or materials as a result of using this website or downloading content from this website or any linked websites.

## **22 LINKS FROM OUR WEBSITE**

Subject to the provisions on limitation of liability, we are not liable for the content and design of third-party websites linked to our website. The links are for information purposes only and are an additional service. In particular, we do not adopt the contents of the linked websites as our own. Furthermore, there is no obligation on our part to regularly check the contents of the linked websites. At the time of linking by us, no illegal contents were recognisable on the linked websites.

## **23 WRITTEN NOTIFICATIONS**

Applicable law makes provisions for the fact that some of the information or notifications that we send to you must be in written form. By placing an order via this website, you accept that communication with us will be predominantly by electronic means, such as email. For contractual purposes, you agree to this form of electronic communication and acknowledge that all contracts, invoices, notices, information and other communications that we provide to you in electronic form shall be deemed to comply with the legal requirement that such communications be in writing. Your statutory rights remain unaffected by this provision.

## **24 NOTIFICATIONS**

All notifications that you send to us should be sent preferably via our contact form. Subject to the provisions of Clause 22 above and unless otherwise specified, we may give you notices either by email or by delivery to your postal address provided to us when you place an order.

A notification shall be deemed to have been received and properly made within 24 hours after an email has been sent or three days after the date of dispatch of a letter. As proof that the notification has been sent, it suffices to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly sent and in the case of an email, that the notification was sent to the email address specified by the recipient.

## **25 ASSIGNMENT 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 assign or otherwise dispose of any contract or any of your rights or obligations under such contract without our prior written consent.

During the term of the contract, we can assign or otherwise dispose of the contract and all of our rights and obligations under it at any time. If this results in a complete replacement of the contracting party on our side or at least a complete transfer of all our obligations to a third party, you have the right to withdraw from the contract. For the avoidance of doubt, any such transfer, assignment or other disposition shall not affect your statutory rights as a consumer, as applicable, and shall not waive, reduce or otherwise limit any statutory warranty or any express or implied warranty to you.

## **26 EVENTS OF FORCE MAJEURE**

We are not liable or responsible for the non-fulfilment or delay in fulfilment of our obligations within the context of a Contract, which is caused by events that lie outside of our control ("Event of Force Majeure").

Force majeure includes any act, event, non-occurrence, omission or accident beyond our control, including but not limited to the following:

- i. Strikes, lockouts or other industrial action
- ii. Riots, revolts, invasions, terrorist attacks or terrorist threats, wars (declared or not) or threat of or preparation for war.
- iii. Fires, explosions, storms, floods, earthquakes, collapses, epidemics or other natural disasters
- iv. Impossibility of using railways, ships, aircraft, motor transport or any other means of public or private transport
- v. Inability to use public or private telecommunications systems.

- vi. Introduction or change of legal regulations, enactments, laws, ordinances by governments or authorities.
- vii. Any strikes, breakdowns or accidents in maritime or inland transport, postal services or any other type of transport

Our obligation to perform the contract shall be deemed to be suspended for the period during which the force majeure event continues and we shall be entitled to an extension of the performance period equal to the duration of that period. We will use our best endeavours to end the force majeure event or to find a solution that will enable us to perform our obligations under the contract despite a force majeure event.

## **27 WAIVER**

If, at any time during the term of the Contract, we fail to insist on the strict fulfilment of your duties within the context of this Contract or these Terms and Conditions, or if we fail to exercise any rights or legal remedies to which we are entitled within the context of this Contract or these Terms and Conditions, this shall not constitute a waiver of these rights and legal remedies or a restriction of these rights or legal remedies and shall not release you from fulfilment.

A waiver by us of any right or remedy shall not represent a waiver of any other right or remedy arising under this contract or these terms and conditions.

No waiver by us of any of your obligations under this contract or these Terms will be effective unless you are expressly notified that it is a waiver by us and such notice is in writing as set out in the Notices section above.

## **28 SCOPE OF THE CONTRACT**

These terms and conditions and any documents referred to in these (privacy policy, cookies policy), constitute the entire contract between you and us in relation to the contractual purpose and replace all previous agreements, undertakings or promises made between us, whether verbally or in writing.

You and we confirm that neither you nor we will call upon any declaration or arrangement upon conclusion of a Contract that was issued by the other party or can be derived from any details or documentation of the negotiations that took place between you and us prior to concluding the Contract, unless this is explicitly stated in these Terms and Conditions.

Neither you nor we shall have any remedy in respect of any false statement made by the other party orally or in writing before the date of the contract (unless such false statement was made fraudulently). The other party's sole remedy shall be the remedy applicable to breach of contract as provided in these Terms.

## **29 OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS**

We are authorised to revise and change these Terms and Conditions at any time.

You will be subject to the regulations, terms and conditions and privacy policy in force at the time you place an order, unless it is necessary by law or due to governmental measures to change these regulations, terms and conditions or privacy policy. In this case, possible changes will also apply to orders previously placed by you.

## **30 APPLICABLE LAW AND PLACE OF JURISDICTION**

The use of our website and all contracts for the purchase of products via our website are subject to German law.

All disputes arising out of or in connection with the use of the website or these contracts shall be subject to the exclusive jurisdiction of the German courts.

Your rights as a consumer under German law remain fully applicable.

## **31 COMMENTS AND SUGGESTIONS**

We are always pleased to receive your comments and suggestions. Please send any comments and suggestions via our web form.

If you feel that your rights as a buyer have been breached, you can make a complaint to us via the email address [info-de@zara.com](mailto:info-de@zara.com) in order to seek an out-of-court settlement.

If you made an online purchase through our website, we are hereby informing you that in accordance with European Regulation (EU) number 524/2013, you are entitled as a consumer, to pursue an out-of-court settlement through the online dispute resolution platform, which is available via the Internet address "<http://ec.europa.eu/consumers/odr/>".

We are not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board.

In addition, official claim forms are available to consumers and customers. You can apply for these by calling 0800 5891603 or using our web form.

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