

## **GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website ([www.zara.com](http://www.zara.com)) and the purchase of products on it (hereinafter referred to as the "Conditions").

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

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

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the various means listed in the contact section of this website.

In addition, you can, if you wish, freely register on the no telephone solicitation list at [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

The Contract between us to purchase a product (hereinafter, the "Contract") may be executed, at your choice, in any of the languages in which the Conditions are available on this website.

### **2. OUR DETAILS**

Sale of goods through this website is carried out under the name ZARA by ZARA FRANCE SARL, with capital of 59.760.880 €, with registered address at 22 Rue Bergère, 75009 Paris, FRANCE, registered under the number 348 991 555, with VAT Number FR 36 348991555 with the following email address: [info-fr@zara.com](mailto:info-fr@zara.com), by telephone at: 01 55 78 88 88 (A toll free call depending on your mobile network) and by Fax at : 0034 981 18 61 05.

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

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

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

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

- i. Use this website to make enquiries and legally valid orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the competent authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

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

#### **5. SERVICE AVAILABILITY**

Delivery service for the articles offered on this website is available in metropolitan France only.

If you wish to order products from another EU member state outside of France via this website you are of course welcome to do so; however, the ordered products can only be delivered to a ZARA shop or a delivery address within metropolitan France.

#### **6. FORMALISING THE CONTRACT**

To place an order, you must follow the online purchasing procedure and click on "Authorize payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipment Confirmation"). An electronic ticket with your order details shall be attached to the Shipment Confirmation (the "E-ticket").

#### **7. AVAILABILITY OF PRODUCTS**

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

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

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances such as fabrication issues, stock issues, payment incident, that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time. In this case, if the payment is already done, the reimbursement (including delivery charges) will be paid without any undue delay. The refund will always be paid using the same payment means you used to pay for your purchase. In any event, you will not incur any charges as result of such reimbursement.

We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order in the cases mentioned above, once we have sent the Order Confirmation.

## **9. DELIVERY**

Notwithstanding Clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

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

As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or bank holidays, except in the case of the virtual gift card which will be delivered on the date specified by you.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

The virtual gift card will be considered delivered as set out in the Terms of Use of the gift card and, in any case, at the time of sending this to the email address specified by you.

## **10. INABILITY TO DELIVER**

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

We will also leave a note explaining where your order is located and what to do to have it delivered again.

If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method and the less expensive that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card.

## **11. INSTANT DELIVERY**

In case you decide to pick up your order at the store you have chosen and such store may offer the “Instant Delivery” service, your order may be delivered before the dates stated in our web.

In case the “Instant Delivery” service has been activated by the store for your order, once this latter has been prepared, we will contact you to let you know that it is ready to be picked up. You may pick up the order either in person (by presenting the order number and a proof of identity) or through someone else, appointed to pick up the order on your behalf. In such case, the appointed person shall present the order number and proof of her identity.

As this is a distance sale, these Conditions will apply to you if your purchase is made via the “Instant Delivery” service, subject to any other applicable regulations.

## **12. PRE-ORDERED ITEMS**

Pre-Ordered items indicated on the webpage as “Pre-Order” may be subject to longer delivery times than other orders, which will be shown on the website but, in any case, will be delivered within 30 days from the date of the Order Confirmation.

Orders containing regular products with Pre-Order items ("Mixed Orders") may be delivered separately and in different periods.

Once the Pre-Order products have been prepared, we will inform you that they are being shipped through the sending of a Shipment Confirmation.

You have the right to withdraw from the Contract within a period of 14 days from the day that you or a third party indicated by you, other than the carrier, acquires the material possession of the item without the need for justification. In the case of Mixed Orders, the withdrawal period will expire 14 days from the day that you or a third party indicated by you, other than the carrier, acquires the material possession of the last item.

The foregoing is without prejudice to the contractual right of withdrawal of 30 days counted from the Shipment Confirmation that you will receive for each of the items that could be delivered separately in the case of Mixed Orders.

If you make a purchase of a Pre-Order product, all the provisions contained in these Conditions will also apply to you.

## **13. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above.

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

## **14. PRICE AND PAYMENT**

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling

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

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Order Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on the website include VAT, but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (see the Shipping section of our website). Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent a Delivery Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process on our website. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use the following means of payment: Carte Bleue, Visa, Mastercard, American Express, Apple Pay and PayPal. Also, you can pay all or part of the price of your purchase with a gift card or a voucher of ZARA issued by Zara France S.A.R.L. Gift cards shall not be paid by means of another gift card.

However, if you place an order through any of the electronic devices available in certain ZARA stores in France, you may also, in some of them, make payment by any of the means of payment available in such stores. Please be informed that Fashion Retail, S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1<sup>st</sup> entry, and tax identification number A-70301981 will collect and make refunds on behalf of Zara France, S.A. in relation to all payments made through this online platform

To minimise the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse, except for orders placed through electronic devices available in certain ZARA stores in France and paid in the till of the store, which will be charged when using your card in such store.

If your payment method is PayPal, the charge will be made when we confirm your order.

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

Credit cards are subject to verification and authorisation by the card issuing entity. If the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

An invoice in electronic format will be made available on our website in the section “my account”, which you agree on.

Please note that the option “Change of size or color” will only be available when the following means of payment are used: Carte Bleue, AMEX, MasterCard, VISA and Apple pay.

## **15. BUYING GOODS AS A GUEST**

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a non-registered user.

An invoice in electronic format will be made available by clicking on the PDF document indicated in the Shipment confirmation email, which you agree on.

## **16. VALUE ADDED TAX**

All purchases made through this website are subject to the Value Added Tax (VAT) at the prevailing rate on the date of sale.

## **17. EXCHANGE/RETURN POLICY**

### **17.1 Statutory right of withdrawal**

#### Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at ZARA, by writing an unequivocal statement (by letter sent by post to ZARA FRANCE, Service clients Zara.com, 22 Rue Bergère - 75009 Paris, for example. You can complete our contact form. You may use the model withdrawal form as set out in the Annex, but it is not obligatory.

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

### Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method and the less expensive that we offer) without any undue delay, and in any event not later than 14 days from the days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back or deliver the goods or hand them over to us at any ZARA store in France together with a print-out of the E-ticket that was attached to the Shipment Confirmation without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us under the terms defined in these Conditions . The deadline is met if you send back the goods before the period of 14 days has expired.

Unless you hand the goods over in a ZARA store in France, the direct expenses incurred following the return of the products organized by our company will be at your expense.

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

### **17.2 Contractual right of withdrawal**

In addition to the statutory right to cancel for consumers, mentioned in Clause 17.1 above, we grant you a period of 30 days from the date of the shipment confirmation of the products to return the products (except those mentioned in Clause 17.3 below, for which the right to cancel is excluded).

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

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed with the amount paid for said products. Delivery charges will not be reimbursed.

Unless you hand the goods over in a ZARA store in France, the direct expenses incurred following the return of the products organized by ZARA will be at your expense. Indeed, in case you return the goods using drop off return method (post office or authorized delivery points) organized by ZARA you shall bear a lump sum as mentioned on the website (see the section "How to return"). In case of return in store, you must deliver together with the product the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website and on the ZARA mobile app. You can present the



E-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the E-ticket.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 17.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the date of the Shipment confirmation.

### **17.3 Common provisions**

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following Products:

- i. Customised items
- ii. CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

Your right to withdraw the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the product(s) while in your possession. Please return the products using or including all their original packaging, instructions and other documents, if any, accompanying the products. If you no longer have the original packaging, you can return your order using any other packaging, as long as it is sealed correctly to avoid losing the item(s).

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

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

#### **(i) Returns at any ZARA store:**

You may return any product to any ZARA store in the country where your product was delivered which has the same section as the product you wish to return belongs to. In such case, you should go to the store and present as well as the product, the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website, and on the ZARA mobile app. You can present the E-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the E-ticket.

This option does not require you to pay additional costs.

(ii) Drop off Returns (post office or authorised delivery points):

To request a drop off at a post office or at any delivery points organized by us, please log in to your account and follow the directions given on the "RETURNS" section. If you have bought any goods as a guest, you may request to return the products to a post office or at one of the delivery points authorized in France return by using the link sent to you with your order confirmation e-mail. After verifying all the information, you will receive an e-mail with a label to be pasted into the box and delivered to the drop off point.

This option require you to pay a lump sum whose amount is indicated on the website(see the section "How to return"). If you do not want to return the item at any Zara store , then you will be responsible for the delivery costs, subject to the terms provided in the option (ii) above In this case, you must deliver together with the product the print-out of the E-ticket that was attached to the Shipment Confirmation. Please note that if you decide to return us the items "cash on delivery" for the transportation costs, we will be authorized to charge you for any costs we may incur.

Returns of orders placed through electronic devices available in certain ZARA stores in France and paid in the till of the store must take place in any case in ZARA stores in France.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risks of returning the products to us, as indicated above.

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

Please note that, following the delivery of your order, if you decide to use your legal or contractual right of withdrawal and if you return the goods to us by your own means without using the two free options that are available, we will not be able to assume the risk on the return product, as long as the fault is not attributable to ZARA. If you do not want to return the product using one of the free options available, you shall assume the risk of returning the product to us. In case of error in the content of the returned package, not attributable to ZARA, if it's possible to return the package to you, we will be entitled to charge you for the additional cost we incur as a result.

Either way, the provisions in this Clause shall neither affect your rights recognized in the current legislation.

#### **17.4 Change of size or color**

Notwithstanding the provision 17.1, if you consider that the size or the color of the purchased product does not meet your requirements, regardless of the right of withdrawal, which assists you legal and contractually, you may request the change through section "Returns and Exchanges" of "My account" of this website and select the size or the color for which you want to change the first purchased product, provided that (i) it is the same product, (ii) presents an amount equal to or greater than the first purchased product (in this case, the price difference shall not be charged to you) and (iii) certain means of payment have been used (please consult Clause 14 of the present Conditions for further information). Please note that this functionality will only be displayed when the previous conditions are met.

Once requested the change and selected the appropriate return method, you shall return the product in any ZARA store in France which have the same section to which the item you wish to change belongs to or using drop off return method arranged by ZARA. You shall always return the product without any undue delay and in any event within a maximum period of 14 calendar days from the change request in the website. Neither of the two options will generate additional costs for you.

In case of returns at any ZARA store in France, you should present with the item the e-ticket that was attached to the Shipment Confirmation. When returning the product by using drop off return method arranged by ZARA, you should deliver the product in the same package received by following the directions on the "Returns and exchanges" section of this website. If you no longer have the original packaging, you can return your order using any other packaging, as long as it is sealed correctly to avoid losing the item(s).

Whether you have chosen the delivery to any ZARA store in France or using drop off return method arranged by ZARA, we will send the new order consistent in the product whose size or color you selected again within 2-3 working days from the change request and in any case within a maximum period of 30 days from that date. This option will not present an extra cost to you. This new order is governed by the provisions of the Conditions, including the exercise of the right of withdrawal.

Remember that after 14 calendar days from the change request in the website, but you have not returned the product purchased in the first place through the means ZARA offers, we are entitled to charge the costs corresponding to the new order placed, subject to the provisions of the "Terms and Conditions".

#### **17.5 Right of withdrawal and return for orders from abroad**

If you have ordered products from outside France from another EU member state via this website the above clauses 17.1, 17.2, 17.3 and 17.4 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within metropolitan France.

At the same time we would like to inform you that we are under no circumstances obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside metropolitan France.

## **18. LIABILITY AND WAIVING LIABILITY/WARRANTIES**

### **18.1 Responsibility**

We, under these present Conditions, shall not be held liable in the case of the non-execution of our obligations would be caused by an act of a third party, your fault or by a case of “Force majeure” such as defined by the article 1218 of the civil Code and by the case-law.

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

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

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

### **18.2 Warranties**

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

ZARA France SARL whose contact details are specified in point 2 of these Conditions guarantees consumers against lack of conformity and hidden defects of the products for sale on this website in accordance with the legal guarantee of conformity within Articles L217-3 et seq. of the Consumer Code and the guarantee against hidden defects outlined in Articles 1641 et seq. of the Civil Code.

The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

When the sales contract of the goods provides for the continuous supply of digital content or a digital service for a period of more than two years, the legal guarantee is applicable to this digital content or this digital service throughout the expected supply period. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of appearance of the latter.

The legal guarantee of conformity entails the obligation for the professional, where applicable, to provide all the updates necessary to maintain the conformity of the product.

The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without major inconvenience for him.

If the product is repaired within the framework of the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests the repair of the product, but the seller imposes the replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the product.

The consumer can either obtain a reduction of the purchase price by keeping the product or terminate the contract by being reimbursed in full upon return of the goods, if:

- 1° The professional refuses to repair or replace the product;
- 2° The repair or replacement of the product takes place after a period of thirty days;
- 3° The repair or replacement of the good causes a major inconvenience for the consumer, in particular when the consumer definitively bears the cost of taking back or removing the non-compliant product, or if he bears the cost of installing the repaired good or of substitution ;
- 4° The lack of conformity of the good continues despite the seller's attempt to bring it into conformity which has remained unsuccessful.

The consumer can also be granted a price reduction of the products or to rescind the contract when the lack of conformity is so serious that it justifies the immediate reduction of the price or the termination of the contract. The consumer is then not required to request the repair or replacement of the good beforehand.

The consumer is not entitled to rescind the sale if the lack of conformity is minor.

Any period of immobilization of the property with a view to its repair or replacement suspends the guarantee which remained to run until the delivery of the restored property.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code.

The seller who failed in bad faith to the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of 300,000 euros, which may be increased up to 10% of the average annual turnover (article L. 241-5 of the consumer code).

The consumer also benefits from the legal guarantee against hidden defects pursuant to articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This warranty gives the right to a price reduction if the property is kept or to a full refund against return of the product.

### Implementation of the legal guarantee of conformity and against hidden defects:

In case of implementation of the legal guarantee of conformity or hidden defects, you can contact us through various means as indicated in the contact section of our website, where we will indicate what you need to do.

### Reminder of some provisions of the Consumer Code related to the legal warranty of conformity of the goods (except digital contents and services):

- Article L217-3 first two paragraphs of the Consumer Code: The seller delivers goods that comply with the contract and with the criteria set out in article L. 217-5. He answers to lack of conformity existing at the time of delivery of the goods within the meaning of the article L. 216-1, which appear within a period of two years after the delivery of the good.

- Article L217-4 of the Consumer Code: The good is in conformity with the contract if it meets in particular, where applicable, the following criteria:

1° It corresponds to the description, type, quantity and quality, in particular with regard to functionality, compatibility, interoperability, or any other characteristics provided for in the contract;

2° It is suitable for any special use sought by the consumer, made known to the seller at the latest at the time of the conclusion of the contract and which the latter has accepted;

3° It is delivered with all the accessories and installation instructions, which must be supplied in accordance with the contract; (...).

### Reminder of some provisions of the Civil Code related to the hidden defects:

- Article 1641 of the Civil Code: The seller is obliged to guarantee against hidden defects relating to the product sold which render it unfit for use (or diminishing its use) resulting in the fact that the buyer would not have purchased the product or would have paid a lower price if the defects had been known.

- Article 1648 of the Civil Code alinea 1: Action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect. The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics can include variations in grain, texture, knots and colour. These variations may not be considered as defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The provisions in this Clause shall neither affect your statutory rights as a consumer, nor your right to withdraw from the Contract.

### **18.3 Online Dispute Regulation**

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

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

Furthermore, for any written claim previously sent to our customer care for less than one year and unsatisfied, in accordance with the provisions of the French Consumption Code about amicable disputes settlement, you have the possibility to resort to the mediation service of CM2C by electronic means: [www.cm2c.net/declarer-un-litige.php](http://www.cm2c.net/declarer-un-litige.php) or by post: CM2C, 14 rue Saint Jean 75017 Paris.

## **19. UNIQUE IDENTIFICATION NUMBERS IN THE NATIONAL REGISTER OF PRODUCERS**

In accordance with the provisions of the French Environmental Code, ZARA FRANCE has joined several eco-organizations in order to fulfill its obligations and has, as such, a unique identifier (hereinafter "IDU") for each sector under the extended responsibility of producers that concerns the company. These IDUs are:

- IDU for the "clothing, footwear, household linen, new textile products for the home" sector: FR210213\_11ETHC
- IDU for the "paper" sector : FR351008\_03QFLC
- IDU for the "household packaging" sector : FR210213\_01FPBI

## **20. INTELLECTUAL PROPERTY**

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the usage licensors authorise expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

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

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service.

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

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

## **22. LINKS FROM OUR WEBSITE**

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

## **23. WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

## **24. NOTIFICATIONS**

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

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

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

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

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



We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

## **26. EVENTS BEYOND OUR CONTROL**

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure") as defined by article 1218 of the Civil Code and by the case-law.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

## **27. WAIVING RIGHTS**

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

## **28. PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

## **29. ENTIRE CONTRACT**

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

The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

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

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

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

### **31. APPLICABLE LEGISLATION AND JURISDICTION**

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

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

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

### **32. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Moreover, there are official claim forms available to consumers and users. Those can be requested through the contact form.

Latest update: November 20<sup>th</sup>, 2023

**ANNEX**

Template of withdrawal form

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

To the attention of ZARA FRANCE SARL , operating under the trading name of ZARA, Customer Service  
Zara.com, 22 Rue Bergère 75009 Paris - France.

Email address: info-fr@zara.com

I/we (\*) hereby give notice that I/we (\*) withdraw from my contract of sale of the following goods:

Ordered on [.....] /received on [.....] (\*)

Name of consumer(s) [.....]

Address of consumer(s) [.....]

Signature of consumer(s) [.....] (only for notification of the form on paper )

Date: [.....]

(\*) *Delete as appropriate*

**TERMS AND CONDITIONS OF USE OF  
ZARA APP FEATURES**

These Terms and Conditions of Use (the "Terms") govern the access to and use of the services and various features available on the Zara App (hereafter the "App") as defined below. The Terms constitute the agreement between you and ZARA FRANCE SARL for the access and use of the services and features. These Terms are in addition and without prejudice to the Purchase Conditions of [www.zara.com](http://www.zara.com), where applicable.

Features available on the App include: (i) the option to purchase items via the Zara App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of [www.zara.com](http://www.zara.com); (ii) the option to manage receipts for purchases made on Zara's online stores (the "Online Store"); and, (iii) the option to receive an electronic receipt (e-receipt) or electronic proof of purchase and store it directly in the Application by showing at Zara's physical stores (either the "Physical Store" or the "Physical Stores") the designated exclusive QR code for such purposes.

Both Physical Store and Online Stores are operated in France by the Company Zara France, S.A.R.L., with capital of 59.760.880 €, with registered address at 22 Rue Bergère, 75009 Paris, registered under the number 348 991 555, with VAT Number FR 36 348991555 with the following email address: [info-fr@zara.com](mailto:info-fr@zara.com), reachable by phone 01 55 78 88 88 (A toll free call depending on your mobile network) and by Fax: 0034 981 18 61 05.

**1. GENERAL DESCRIPTION OF THE SERVICE**

**1.1. Purchase of items on [www.zara.com](http://www.zara.com) via the Zara App**

Customers can purchase items on [www.zara.com](http://www.zara.com) via the Zara App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of [www.zara.com](http://www.zara.com), which you need to accept before purchasing any item.

**1.2. Management of receipts for purchases made on the Online Store**

The receipts for purchases made on the Zara Online Store will be stored on the App, specifically in the 'My Purchases' section.

**1.3. Request of an e-receipt for purchases made in the Physical Stores**

In accordance with applicable laws and regulations, and subject to the provisions of Article D. 541-371 of the French Environmental Code, the systematic printing and distribution of receipts in Physical Stores is ended.

When paying for a purchase in the Physical Stores, by default or when you present your QR ID code at the cash desk, you will receive a e-receipt or a proof of purchase in digital format.

However, when paying for a purchase in Physical Stores, you can still obtain a paper receipt instead of an e-receipt. To do so, you have to expressly ask for it at the cash desk.

**It is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus renouncing any request for a ticket in paper format.**

In any case, the governing legislations and regulations and these General Terms and Conditions of Purchase and Use shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the digital receipts stored in the App be sent by email to an email address provided.

#### **1.4 Returns / exchanges**

Please note that no refunds or exchanges will be accepted without a receipt (whether in digital or paper format).

In the event that a receipt is issued to you in electronic format, you can make an exchange or return in a Physical Store using your QR ID, in accordance with the applicable General Terms and Conditions of Purchase and Use, according to Zara's commercial policy and, in any case, in accordance with applicable laws and/or regulations.

#### **1.5 Scan receipts**

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, Zara's commercial policies, and all relevant legislation.

### **2. AVAILABILITY OF SERVICES OFFERED VIA THE APP**

In accordance with applicable laws, Zara reserves the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, whether generally or in particular for one or more users, any or all of the Zara App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service. It is your responsibility to check and accept them.

### **3. LIABILITY**

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using the Zara App in its different features.

You agree to use the Zara App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of the Zara App.

You will be liable in the following cases:

a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;

b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

#### **4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP**

Any of the elements that form part or are included in the App or Wallet are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.).

- Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes.

The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property.

The Company does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.

Last updated on: November 20<sup>th</sup>, 2023