

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) and the purchase of products on it (hereinafter referred to as the "Terms and Conditions").

We encourage you to read the Terms and 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 Terms and Conditions and our Data Protection Policies. If you do not agree with the Terms and Conditions and the Data Protection Policies, do not use this website.

These Terms and Conditions may be modified. It is your responsibility to read them periodically, as the Terms and Conditions at the time of using the website or placing an order (as defined below) shall be those that apply.

If you have any queries regarding the Terms and Conditions or the Data Protection Policies, you may contact us through the contact form.

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

2. OUR DETAILS

The sale of goods through this website is carried out under the name ZARA by the Croatian company ZARA Hrvatska d.o.o. with registered address at Avenija Dubrovnik 16, Zagreb, Croatia, email info-hr@zara.com, telephone number 0800777988, registered at the Commercial Court in Zagreb under the MBS number: 080601466, tax identification number (OIB): 48857810659. Amount of the company's share capital: 62.500.000,00 kuna, which is paid in full. Members of the Management Board: Carlos Mato Lopez, Fernando Rey Figueiras and Alvaro Canete Diaz. Company and headquarters of the legal entity where the accounts are kept and numbers of those accounts: Zagrebačka banka d.d., Trg bana Josipa Jelačića 10, 10 000 Zagreb - HR1323600001101952825, and HR7823600001500125306, Privredna banka Zagreb d.d., Radnička cesta 50, 10000 Zagreb, HR1623400091110515693, and HR2823400091510515735.

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 accurate and true.

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 authorised to cancel it and inform the competent authorities;
- iii. provide us with accurate and true information regarding your email address, postal address and/or other contact details. 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 necessary information, 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 items offered on this website is available in Croatia only.

If you want to order products from another Member State of the European Union outside Croatia through this website, you are, of course, welcome to do so; however, the ordered products can only be delivered to a ZARA store or to a delivery address in Croatia.

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on “Confirm payment”. After doing so, you will receive an email confirming receipt of the content of your order (the “Order Confirmation”). You will be informed via email that the order has been accepted and sent (the “Delivery Confirmation”). An electronic confirmation with your order information (“e-confirmation”) will be attached to the Delivery Confirmation email.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Accordingly, if there are difficulties in terms of 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 it. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

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

9. DELIVERY

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

Regarding the virtual gift cards, we will send them on the date indicated when placing the order.

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

For the purpose of these Terms and 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 deemed to have been delivered under the terms set forth in the General Terms of Use for Gift Cards, and in any case, on the date it is sent to the email address you provided to us.

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.

In addition, we will leave you a notice stating where your order is located and what you need to do to have it delivered to you again. If you are not able to be present at the place of delivery at the agreed time, please contact us to arrange 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 withdraw from the Contract and we will terminate it. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and in any case, 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 will not apply to a virtual gift card whose delivery will be governed by the General Terms of Use for Gift Cards and the provisions of the above-mentioned Clause 9.

11. 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.

12. 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 listed on the website are correct, errors may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been 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 section on Delivery Charges).

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all the items that you wish to purchase, 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, and before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in the "My Account" section.

You may choose the following cards as your payment method: Visa, Mastercard, American Express, IN, Diners, Visa Electron and Maestro. Furthermore, you may choose a gift card or voucher card issued by ZARA Hrvatska d.o.o. as your payment method.

Zara Hrvatska d.o.o. has hired Fashion Retail, S.A., with registered office at Avda de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the Commercial Register A Coruna, vol. page 49, C-47731, under tax identification number A-70301981, to collect and make returns on behalf of Zara HRVATSKA d.o.o. in relation to all payments made through this online platform.

To minimise the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorisation 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.

When you click on “Confirm payment”, you are confirming that the credit card is yours.

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

Although we operate in the local currency and we will not charge any extra fees or surcharges, this is an international transaction and your bank may charge you extra fees due to currency exchanges to EUR, at the rate of the bank. For such reason, if the debited/refunded amounts on your credit card differ from the price displayed at the checkout/the confirmed amount to be refunded, contact your bank to receive further information about the bank charges or currency exchange rates related to such transaction.

Please note that the “Size Change” option will only be available if the following payment methods are used: Visa, Mastercard, American Express, Diners, Visa Electron and Maestro.

13. PURCHASING GOODS AS A GUEST

It is also possible to place an order as a guest on our 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.

14. VALUE ADDED TAX

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

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

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

As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT-exempt as provided under Article 146 of the above-referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

15. EXCHANGE/RETURN POLICY

15.1 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 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 sending an email to info-hr@zara.com, through the “My Account” or “Returns” section on the website or in writing through our contact form, of your decision to withdraw from this contract by an unequivocal statement (e.g.: a letter sent by post or email). 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 to the original delivery address (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and in any case, within 14 days of the date on which this Contract has been terminated. We will carry out such reimbursement using the same means of payment as the one you used for the initial transaction. In any event, you will not incur any charges as a 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 comes first.

You shall send back or deliver the goods or hand them over to us at any ZARA store in Croatia without undue delay and in any event no later than 14 days from the day on which you communicated your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

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.

15.2 Contractual right of withdrawal

In addition to the statutory right of withdrawal, mentioned in Clause 15.1 above, we grant you a period of 30 days from the date of the Delivery Confirmation email to return the products (Clause 6) (except products mentioned in Clause 15.3 below, for which the right of withdrawal is excluded). Gift card returns are regulated by the General Terms of Use for Gift Cards.

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

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 15.1 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, return the products to us within the period of 30 days from the date of receipt of the Delivery Confirmation email.

15.3 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 goods;
- ii. music CDs/DVDs without their original cover;
- iii. sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

If the Customer returns the product with no original packaging and/or with minor damages to it and/or with signs of the product's usage, all while invoking the Clause on unilateral distance contract termination, the Seller shall be obliged to make a complete refund of the amounts paid within a period of 14 days. If, notwithstanding packaging and regular use required for testing the product, the Customer returns the product with major damages, or in a condition which makes it impossible for the Seller to sell the product as it was returned (unfit for sale), the Seller shall not be liable to refund the amounts paid to the Customer.

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 market where your product was delivered which has the same section as the product you wish to return belongs to. In this case, visit the store and hand over the product with the e-confirmation that was attached to the Delivery Confirmation, which is also stored in your account on our website or mobile application. You can show the e-confirmation in digital form on your mobile device or provide it in printed form.

(ii) returns by Courier Service:

When returning the product(s) by Courier Service arranged by us, you should contact us by sending an email to info-hr@zara.com, through the "My Account" or "Returns" section on the website or in writing through our contact form to arrange for the products to be collected at the original delivery address. You should send the product in its original packaging and follow the directions on the "Returns" section of this website. If you purchased the goods as a guest, you may request a return by Courier Service by sending an email to info-hr@zara.com or in writing through our contact form.

Neither of the two options just mentioned require you to pay additional costs. In the event that you use any other means of product return other than those listed above, you shall bear the costs resulting from such return method.

After examining the item, 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 issued as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to withdraw. 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 comes first. The refund will always be made using the same payment method 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 through our contact form or by sending an email to info-hr@zara.com.

15.4 Returns of defective products

If you consider that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately by sending an email to info-hr@zara.com, through the “My Account” or “Returns” section on the website or in writing through our contact form, providing the product details and the damage sustained.

You must return the product at any ZARA store in Croatia or by handing it over to the Courier Service we hired to send the goods to the original delivery address.

We will carefully examine the returned product and will notify you by email within a reasonable period if the product may be exchanged or whether you have a right for a refund (as appropriate). The refund or exchange of the item shall take place as soon as possible and, in all cases, within 14 days from the date on which we send you an email confirming that the refund or exchange of the product is being processed. If a defect or damage is confirmed on the returned products, we will give you a complete refund, including the charges you have accrued for delivery and return. We will bear the costs to the extent determined by the applicable law and we reserve the right to refuse to pay costs that were clearly not essential or necessary for the exercise of consumer rights. The refund will always be paid using the same payment method you used to pay for your purchase.

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

15.5 Size Change

If you decide that the product you purchased is the wrong size, you can request a size change, without paying an additional fee for the delivery of the new product to you, provided you return the original product. You have that right regardless of your right of withdrawal, which will continue to exist legally and contractually. You can request a size change through the “Orders and Returns” section under “My Account” on this website. You should choose a new product size and provided that (i) the product is the same, (ii) the price on the website is equal to or greater than the price you paid for the original product (but please note, only in this case, you will not be charged for the delivery fee), and (iii) only certain payment methods have been used (for further information see section 12 of these Terms and Conditions of Purchase), you will be able to request a size change. Please note that the option to change the size of the original product is displayed as available only when all of these conditions are met.

After requesting a change and selecting the appropriate return method, you must return the original product, at any ZARA store in Croatia or via Courier Service that we will send to the original delivery address. You must return the product without undue delay and, in any case, within a maximum of 14 calendar days from the date of submitting the request for exchange on the website. Neither of the two product return options will cause any additional costs for you.

If you return the product to any ZARA store in Croatia, you should hand over the product together with the confirmation that came with the product. If you are returning a product through a Courier Service organised by us, you should return it in the same packaging in which you received it, and follow the instructions in the "Orders and Returns" section on this website.

After you select the return method, we will send you a new order, with the product in a changed size, within 2-3 working days from the date of the request for exchange, and in any case, within a maximum of 30 days from that date. This option will not result in any additional costs for you. This new order is governed by the provisions of the Terms and Conditions of Purchase, including the exercise of the right of withdrawal.

Please note that if you have not returned the original product within 14 calendar days after submitting the request for exchange on the website, we have the right to charge costs corresponding to the new order, in accordance with the provisions of the Terms and Conditions of Purchase.

15.6 The right of withdrawal and the right to return products from abroad

If you have ordered products outside Croatia from another Member State of the European Union through this website, the above provisions 15.1, 15.2, 15.3 and 15.5 apply with a limitation that collection by the Courier Service we have organised can only be done from the original delivery address in Croatia.

At the same time, we would like to inform you that under no circumstances (except for Clause 15.4 that this provision 15.6 refers to) are we obliged to pay the shipping costs to an address other than the original delivery address or the cost of return from a destination outside Croatia. Such costs are borne by you.

16. LIABILITY AND WAIVING LIABILITY

Unless otherwise explicitly stated in these Terms and Conditions, our liability regarding any product purchased on our website shall be limited strictly to the purchase price of the relevant product.

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

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

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

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

Due to the open nature of 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 explicitly on this website.

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

17. 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 licensees explicitly authorise you to do so. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

18. 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.

19. 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 over the content of those websites or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

20. 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 notices on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communications that we send you electronically comply with the legal requirements of providing them in writing. This condition will not affect your statutory rights.

21. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 20 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 by post.

As proof that the notification has been sent, it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

22. 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 validity of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, where applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the explicit and tacit warranties that we may have given you.

23. EVENTS BEYOND OUR CONTROL

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

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- i. strike, lockout or other forms of protest;
- ii. civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war;
- iii. fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster;
- iv. inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private;
- v. inability to use public or private telecommunication systems;
- vi. acts, decrees, legislation, regulations or restrictions of any government or public authority;
- vii. strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

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

24. 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 Terms and 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 Terms and 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 Terms and Conditions.

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

25. PARTIAL ANNULMENT

Should any of these Terms and 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.

26. ENTIRE CONTRACT

These Terms and 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 they 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 explicitly mentioned in these Terms and 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 Terms and Conditions.

27. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

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

You are subject to the policies and Terms 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, Terms and Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

28. APPLICABLE LEGISLATION AND JURISDICTION

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

Any dispute arising from or related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Croatian courts.

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

29. COMMENTS AND SUGGESTIONS

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

Moreover, there are official claim forms available to consumers and users. These can be requested by sending an email to info-hr@zara.com or through the contact form.

If you, as a customer, consider that your rights have been breached, you can address your complaint to us via the email address info-hr@zara.com in order to seek an out-of-court settlement.

With regard to the above, if the purchase between you and us was made online, through our website, we inform you, in accordance with EU Regulation no. 524/2013, that you are authorised to resolve your consumer dispute out of court, i.e. through the platform for online alternative dispute resolution, available on the website <http://ec.europa.eu/consumers/odr/>, and in accordance with the Alternative Dispute Resolution Act (OG 121/16), through one of the following bodies for alternative resolution of consumer disputes:

1. Centar za mirenje pri Hrvatskoj gospodarskoj komori (The Mediation Centre of the Croatian Chamber of Commerce), Zagreb, Rooseveltov trg 2, website: <http://www.hgk.hr/centar-za-mirenje/o-mirenju>;
2. Sud časti pri Hrvatskoj gospodarskoj komori (The Court of Honour of the Croatian Chamber of Commerce), Zagreb, Rooseveltov trg 2, website address: <http://www.hgk.hr/sud-casti-pri-hgk/o-sudu-casti>.

ANNEX

Model withdrawal form

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

Address: To: ZARA Hrvatska d.o.o., Avenija Dubrovnik 16, Croatia, and email info-hr@zara.com.

I hereby declare that I withdraw from the Contract for the sale of the following goods:

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(*) Cross out as appropriate