

# ZARA website Terms & Conditions

## 1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of products through such website (hereinafter, the "Terms").

Please read through these Terms prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms. If you do not agree to all of the Terms, do not use this website.

These Terms may be amended. It is your responsibility to regularly read through them, as the Terms in force at the time that you use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

## 2. OUR DETAILS

This website is operated under the ZARA name by FASHION RETAIL, S.A., a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry, with VAT No. BE 0535.782.468.

## 3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE

The information or personal details that you provide us with shall be processed pursuant to the Privacy Statement. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate

## 4. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both you and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order, you unreservedly accept these Terms, having read them.

By using this website and/or placing orders through it, you agree that:

1. You may only use the website to make legitimate enquiries or orders.
2. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact You in the event that this should prove necessary (see our Privacy Statement).

If you do not give us all of the information that we need, we may not be able to complete your order.

By placing an order through the website, You warrant that You are at least 18 years old and are legally capable of entering into binding contracts.

## 5. SERVICE AVAILABILITY

The items we offer on this website are only available in the following countries: Germany (except for the Island of Heligoland), Spain, France (except for the Overseas Departments), Italy (except for San Marino, Liviano, Campione d'Italia, and Lake Lugano), Portugal, United Kingdom (Mainland only), Ireland, Austria, Belgium, Holland, Luxembourg, Switzerland, Poland, Monaco, Denmark (salvo Groenlandia y las islas Feroe), Sweden and Norway (except for Svalbard).

## 6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any products shall exist between you and us until your order has been accepted by us. If we do not accept your offer and funds have already been deducted from your account, these will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Authorize payment" button to submit the order. After this, you will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched (the "Shipment Confirmation"). The contract for the purchase of a product between us ("Contract") will only be formed when we send you the Shipment Confirmation.

The Contract will relate only to those products whose dispatch we have confirmed in the Shipment Confirmation. We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

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

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order such substitute products, we will refund any monies that you might have paid.

#### **8. REFUSAL OF ORDER**

We reserve the right to withdraw any product from this website at any time and/or remove or edit any materials or content on this website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent you an Order Confirmation, which we reserve the right to do at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from this website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent you the Order Confirmation.

#### **DELIVERY**

Subject to the provisions of Clause 7 above, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within 15 days of the date of the Shipment Confirmation.

Reasons for delay could include:

- Customization of products;
- Specialized items;
- Unforeseen circumstances; or
- Delivery area.

With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

If for some reason we are unable to meet the delivery date, we will inform you of this situation and give you the option to continue with the purchase with a new delivery date or alternatively cancelling the order and reimbursing you with the full amount paid. Please remember that we do not deliver on Saturdays or Sundays except in the case of the virtual gift card which will be delivered on the date indicated by you.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place or that the order has been delivered at the time that receipt of the order is signed for at the agreed delivery address, although the virtual gift card shall be deemed to be delivered in accordance with the Use Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

#### **UNABLE TO DELIVER**

If we are unable to deliver the goods after two attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another mutually convenient day.

Upon lapse of 15 days of the moment when your order is ready for delivery, without such order having been delivered on grounds not attributable to us, we will be entitled to understand that you wish to cancel the Contract and it may be treated as terminated. Should we deem the Contract terminated, we will refund the price paid for such products as soon as possible and anyway within 30 days of the date on which we deem the Contract terminated. In such cases, we shall be authorized to pass on you any delivery costs and costs incurred in the termination of the Contract. This clause shall not apply to the virtual gift card for which the delivery shall be governed by the Use Conditions of the Gift Card and the above clause 9.

#### **RISK AND TITLE**

The products will be at your risk from the time of delivery.

Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in clause 9 above), should this be later.

#### **PRICE AND PAYMENT**

The price of the products shall be the one quoted from time to time on our website, except where there is an apparent error. Whilst we take care to ensure that all prices quoted on our website are

accurate, errors may occur. If we discover an error in the price of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s), you will receive a full refund.

We are under no obligation to sell the product(s) to you at the incorrect (lower) price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such.

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

Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which an Order Confirmation has been sent.

Once you have finished shopping, all the items you wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

1. Click the "Shopping bag" button at the top of the page.
2. Click the "See bag" button.
3. Click the "Process order" button.
4. Fill in or check your contact details, the details of your order, the delivery address and the invoicing address.
5. Enter the details of your card.
6. Click on "Finalise Order"

You can pay using Visa, Mastercard, American Express and PayPal. Similarly, you can pay all or part of the price of your order with a Zara gift card or a Zara voucher card for Belgium issued by ZARA BELGIQUE S.A. or by Fashion Retail, S.A. To minimise the risk of unauthorised access, we encrypt your card data. Once we receive your order, we will request pre-authorisation on your card to ensure there are sufficient funds available to complete the transaction. The charge to your card will be made the moment your order leaves our warehouse.

If your form of payment is Paypal, Zara gift card or credit voucher for Belgium issued by ZARA BELGIQUE S.A. or by Fashion Retail, S.A., the charge will be made the moment we confirm the order.

If you click on " Finalise Order " you are confirming that the card belongs to you or that you are the legitimate holder of the gift card or the voucher card.

Cards are subject to validation checks and authorization by your Card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with you.

## **VALUE ADDED TAX**

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

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

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

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.

## **EXCHANGES/RETURNS POLICY**

### **14.1 Statutory right to cancel your purchase**

Under applicable regulations, if you are contracting as a consumer, you may cancel the Contract (except where the subject matter of such Contract is any of the products in respect of which the cancellation right is exempted, as listed in Clause 14.3 below) at any time within 14 business days as of the day after the day of delivery of the products.

In such case, you will be refunded the price paid for such products. Direct costs incurred in the return of such products will be borne by you where none of the free return methods addressed in Clause 14.3 below is used.

You may provide evidence of the right of cancellation through any of the means provided by law, and in any event such right shall be deemed to have been validly exercised by sending the returns form that we provide you with (hereinafter, the "Returns Form") or by returning the products.

### **14.2 Contractual right to cancel your purchase**

In addition to the statutory right of cancellation of consumers and users referred to in Clause 14.1 above, we grant you a 30 day period from the date established on the Returns Form to proceed to any return of products (except for those referred to in Clause 14.3 below, regarding which the cancellation right is exempted). Return of gift card shall be governed by the Use Conditions of the Gift Card.

In the event of any return, you will be refunded the price paid for the returned products. Direct costs incurred in the return of such products will be borne by you where none of the free return methods addressed in Clause 14.3 below is used.

You shall exercise your right of cancellation by sending the Returns Form we provide you with or by returning the products.

#### **14.3 Common provisions**

You will not have any right to cancel a Contract for the supply of any of the following products:

- Customized items.
- Music CDs/DVDs whose original wrapping has been removed.

Your right to cancel a Contract only applies to products that are returned in the same condition as you received them. You should also include all of the product's instructions, labels, documents and wrappings. Any product which is damaged or not in the same condition as you received it or which is worn simply beyond opening the product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession.

Please take good and reasonable care of the products whilst in your possession, and where possible original boxes, instructions/documents and wrappings should be retained and used for the return of the products.

Further details of this right and an explanation on how to exercise it are summarized on the Shipment Confirmation.

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

##### *a) Returns at any ZARA store*

You may return any product at any ZARA store in the country where your product was delivered which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present with the good a fully completed Returns Form included with the delivery of the product.

##### *b) Returns by Courier*

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected at your home. You should send the product in the same package received by following the directions on the "RETURNS" section of this website.

Neither of the above options will entail any additional cost to you.

Where you would not wish to use neither of the free return methods available, you will be responsible for the return costs. Please bear in mind that if you wish to return the goods to us freight collect we may charge you any costs incurred in such return.

We will fully examine the returned product and will inform you of your right to refund (if any). We will process your refund as soon as possible and in any case, within 30 days of giving us notice of cancellation. We will refund any money received from you using the same method used to make payment.

Should you have any doubt, please contact us through our web form or by telephone at 0800 811 48.

Exchange is limited to exchange for the same product, of a different size or colour.

#### **14.4 Returns of defective products**

In circumstances where you consider that the product does not conform to the Contract at the time of delivery, you should promptly contact us via our web form with details of the product and its damage. Alternatively, you can contact us by telephone at 0800 811 48 where you will receive instructions from us.

You may return the product to us in any ZARA store located in your country or by giving it to the Courier arranged by us.

Upon receipt of the returned product, we will fully examine it and notify you of your right, according to what you have chosen, to a replacement or refund (if any) via e-mail within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement for the non conforming product.

In case of existence of any defect, defective products will be refunded in full, including a refund of the delivery charges and any reasonable costs incurred by you in returning the item. We will always refund any money using the method used to make payment.

The provisions contained in this Clause 14 do not affect your statutory rights as a consumer.

#### **LIABILITY AND DISCLAIMERS**

Our liability in connection with any product purchased through our web site is strictly limited to the purchase price of that product.

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For our fraud or gross negligence or the gross negligence of our employees and agents;  
or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limit) for any:

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

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

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

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

Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

#### **INTELLECTUAL PROPERTY**

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

#### **VIRUSES, HACKERING AND OTHER CYBERCRIMES**

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

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

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

#### **LINKS FROM OUR WEBSITE**

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

#### **WRITTEN COMMUNICATIONS**

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

#### **NOTICES**

All notices given by you to us should be given to us preferably via our web form. Subject to and as otherwise specified in clause 16 above, we may give notice to you at either the e-mail or postal address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the

service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

#### **TRANSFER OF RIGHTS AND OBLIGATIONS**

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

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

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

#### **EVENTS OUTSIDE OUR CONTROL**

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

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

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

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

#### **WAIVER**

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

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the provisions of the paragraph on Notices above.

#### **SEVERABILITY**

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

#### **ENTIRE AGREEMENT**

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

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

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

#### **OUR RIGHT TO VARY THESE TERMS**

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

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

#### **LAW AND JURISDICTION**

Contracts for the purchase of products through our site will be governed by Spanish law.

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

If you are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

#### **FEEDBACK**

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.