

Purchase conditions

TERMS AND CONDITIONS OF PURCHASE

1. INTRODUCTION

The document (together with all other documents referred to herein) contains the terms and conditions that regulate the use of this website and the contract that binds both parties - you and us (hereinafter referred to as the "Terms and Conditions"). These Terms and Conditions govern the rights and obligations of all the users (hereinafter referred to as "you"/"yourselves") and Pull & Bear (hereinafter referred to as "we"/"us"/"the Seller") in relation to the products or services that we offer through this website. Please read the Terms and Conditions and the Personal Data Protection Policy carefully before using this website. When you use this website and submit orders through it, you are agreeing that you are being bound by these Terms and Conditions and our Personal Data Protection Policy . For this reason, you must not submit any order if you do not accept all of the Terms and Conditions and the Personal Data Protection Policy .

These Terms and Conditions may be amended. It is your responsibility to read them regularly as the applicable Terms and Conditions at the time you are using the website or at the time of forming the Contract (as is defined below) will be the ones to be applied.

If you have any questions in relation to the Terms and Conditions of Purchase or the Personal Data Protection Policy , please visit our website or communicate with us through the contact form .

2. OUR DETAILS

The sale of products under the trademark PULL & BEAR, through this website is undertaken by "ITX HELLAS SINGLE MEMBER S.A.", a Greek company with its registered base in Athens , at 59 Stadiou Street, and tax registration number 094352564 of the Athens Tax Office for the Commercial companies .

3. YOUR DATAAND YOUR VISITS TO THE WEBSITE

The information or the personal data you provide will be processed in accordance with the Personal Data Protection Policy. When you use this website, you are giving your consent to the processing of this information and data and you are declaring that all the information and the data you are providing us with is true and accurate.

4. USE OF THE WEBSITE

When you use this website and/or place any order through it, you are declaring that you have read and accepted the Terms and Conditions of this text without reservation and are being bound to the following:

- a. To use this website only to submit legitimate questions and orders .
- b. Not to make speculative, false or fraudulent orders . If we reasonably consider that such an order has been placed, we have the right to cancel it and inform the competent authorities .
- c. You are also obliged to provide us with your correct e-mail and postal address and/or other contact details, and you are agreeing that we may use these data to communicate with you if necessary (see our Personal Data Protection Policy).

If you do not give us all the information we need, we will not be able to process your order.

When you place an order through this website, you are declaring that you are over 18 years of age and that you are legally in a position to enter into contracts .

5. AVAILABILITY OF SERVICES

The articles that are offered on this website are only available in Greece.

If you wish to order products from this website from another European Union market other than Greece, you are welcome to do so. Nevertheless, the products that are ordered can only be delivered to a Pull & Bear shop or to an address located in Greece.

6. HOW THE CONTRACT IS DRAWN UP

The information that is referred to in this text and the data that is contained on this website do not constitute an offer for a sale but a negotiation offer. There will be no contract between you and us regarding any product until we have explicitly accepted your order. If your offer is not accepted, any amount that has been charged to your account will be refunded to you in full.

To place an order, you must follow the online purchase procedure and click on "PAYMENT APPROVAL". You will then receive an e-mail as a receipt of your order (the "Order Confirmation"). Please bear in mind that this does not mean that your order has been accepted as it is an offer that you are making to us to purchase one or more products. All orders are subject to our acceptance, for which you will be informed by an e-mail, in which we will confirm that the despatch of the product has commenced ("Despatch Confirmation"). The product purchase contract between us (the "Contract") will only be validated after we have sent you the "Despatch Confirmation".

The Contract will apply solely for those products listed in the "Despatch Confirmation". We are not obliged to provide you with other products that have not been ordered until their despatch is confirmed with a separate "Despatch Confirmation".

7. AVAILABILITY OF PRODUCTS

All orders of products are subject to their availability and if difficulties arise relating to the supply or if there is no stock of any of our products, we will refund any amount you have paid to you.

8. REJECTION OF AN ORDER

We reserve the right to withdraw any product from this website at any time and/or to remove or change any of its material or content. Although we make every possible effort to fulfil all orders, extraordinary circumstances may arise forcing us to refuse to fulfil an order after we have sent the "Order Confirmation", and we reserve the right to do so at any time and at our discretion.

We do not bear any responsibility to you or to any third party for the withdrawal of any product from this website, regardless of whether the product has been sold or not, as well for the removal or modification of any of the website's material or content or for the refusal to fulfil an order after you have been sent the "Order Confirmation".

9. DELIVERY

Except as provided in clause 7 above, and unless exceptional circumstances arise, we will endeavour to send you the order consisting of the product or products mentioned in each "Despatch Confirmation" before the delivery date which appears in the relevant "Despatch Confirmation", or if no delivery date is mentioned, within 15 days of the date of the "Despatch Confirmation".

Delays may occur for the following reasons:

Personalisation of products, Specialised products, Unforeseen circumstances or Point of delivery .

If for any reason we are unable to adhere to the delivery date, we will notify you of the circumstances accordingly and offer you the option to continue the purchase by specifying a new delivery date or of cancelling the order with a refund of the entire amount paid. Keep in mind that deliveries never occur on Saturdays or on Sundays.

For the purposes of these Terms and Conditions, delivery will be deemed to have been carried out or that the product or products have been delivered when the relevant form has been signed at the agreed delivery address.

For the purposes of these Terms and Conditions, the "delivery" will be deemed to have been carried out or that the order has been delivered at the moment the order receipt has been signed at the agreed delivery address.

10. INABILITY TO DELIVER

If after two attempts, we were able to bring you your order, we will try to find a safe place to leave the package. We will leave you a note indicating where your order is located and what you need to do to receive it. If you are not at the delivery site at the agreed time, please contact us to arrange another day.

If 15 days have elapsed since your order was ready for delivery , without having been delivered yet for reasons not attributable to us, we will consider that you want to cancel the Contract and consider it to have been dissolved. As a consequence of the cancellation of the Contract, we will refund the price paid for the products in question as soon as possible and in any case within 30 days of the date upon which we will consider the termination of the Contract to have occurred. In these cases, we will be entitled to charge you any delivery costs and the costs of cancelling the Contract.

11. RISK AND OWNERSHIP

You will be responsible for the products from the moment that they are delivered.

The ownership of the products will pass to you either when we collect the entire payment of all relevant amounts due, including the despatch costs, or at the time of delivery (as is defined in clause 9 above), if this occurs later.

12. VALUE AND PAYMENT

The value of the products will be that defined on our website, except in the case of an error. Although we take care to ensure that all the prices appearing on the website are correct, errors may occur. If we discover an error in the price of any of the products you have ordered, we will notify you as soon as possible and we will offer you the option to re-confirm your order at the correct price or to cancel it. If we are unable to contact you, the order will be deemed to have been cancelled and you will be refunded the full amount you paid.

We shall not be obliged to deliver the product or products to you at an incorrect lower price (even if we have already sent the "Despatch Confirmation") if the price error is obvious and could reasonably have been perceived by you as having been incorrect.

The prices on the website include VAT , but not the delivery costs, which will be added to the total amount due, as stated in the Despatch Costs' guide.

The prices may change at any time but will not affect orders for which we have already sent you a "Despatch Confirmation", except for any of the applicable provisions mentioned above.

Once you complete your purchases, all the products you want to buy will be added to the "YOUR PURCHASES" section and the next step will be for you to place the order and pay . To do this:

1. Click on the "YOUR PURCHASES" button at the top of the page.
2. Click on the "SHOW PURCHASES" button.
3. Click the "PROCESS PURCHASE" button.
4. Fill in or check the contact information, the order details, the address to which you want your order to be sent, and the address to which we can send the retail-sale receipt.
5. Fill in your credit card details.
6. Click on "PAYMENT APPROVAL".

You can pay with Visa, MasterCard and American Express credit cards and by PayPal. To minimize the possibility of unauthorised access, your credit card data will be encrypted. After we receive your order, we will request pre-approval of your credit card to make sure that the credit balance is sufficient to complete the transaction. The value of the purchase will be charged to the card as soon as your order leaves our warehouses. If you pay by PayPal, the charge will be made when you confirm your order.

You can also pay all or part of the value of your order with a gift card or credit voucher, which can be issued by ITX HELLAS SINGLE MEMBER S.A.

By clicking on the "PAYMENT APPROVAL" tab, you will be confirming that the credit card is yours.

We use conventional technical means to ensure that the payment occurs securely .

The credit cards will be subject to verification and approval procedures by their respective issuers . However, if the issuer does not approve the payment, we accept no responsibility for any delays or delivery failure and we will not be able to enter into any Contract with you.

Orders via online devices available in stores and how to pay for these orders

If you place an order through one of the electronic devices available for this purpose in certain PULL & BEAR shops in Greece, you must follow the purchasing procedure steps that appear on the device by completing or verifying the information requested at each step. You can modify the details of your order during the purchase procedure, before the payment stage. You must choose the payment method and whether or not you want a gift receipt (if this option is available) before submitting your order definitively. Please note that at the time you click on the "Payment Approval" button on the device's screen, your order becomes binding and you are obliged to pay for it.

Payment can be made with Visa, Mastercard and American Express credit cards, and the above formalities apply for validating and approving your card. You also have the option to pay for your order at the store's cash desk, in which case payment can be made using

all forms of payment that are available at the shop.

13. VALUE ADDED TAX

According to the applicable rules and the legislation, all purchases made through this website are subject to value added tax (VAT). In this context and in accordance with Chapter I of Title V of Directive 2006/112/EC of the European Council of 28th November 2006 relating to the common system of value added tax, as this has been incorporated in the Greek VAT Code, the place of supply will be considered as being the member state of the address where the products are to be delivered (i.e., Greece), and the VAT rate applicable in Greece will be applied.

14. CHANGES AND RETURNS POLICY

According to the applicable regulations, if you enter into a contract as a consumer, you may cancel it at any time within 14 calendar days from the date of the order (unless the subject of the Contract is any of the products for which the right to cancel does not apply, as is mentioned in clause 14.3 below). Gift card returns are governed by the relevant Terms of Use of Gift Cards.

In this case, you will be refunded the amount that you have paid for the products in question. When the return is not made through the free return methods mentioned in clause 14.3 below, you will be charged with the direct costs of returning the product to the original place of delivery.

You may exercise the right to cancel in any legitimate manner, which in any case will be deemed to be lawfully exercised by sending the cancellation document that we provide you with or by the return of the products.

This provision does not affect your rights.

Apart from the legal right of consumers and users to cancel as stated in clause 14.1 above, we grant you a period of 30 calendar days from the date of the Despatch Confirmation to return the products (except those mentioned in clause 14.3 below, which are excluded from the right to cancel).

In the case of a return, you will be refunded the amount you paid for the returned products. When the return is not made through the free return methods mentioned in clause 14.3 below, you will be charged with the direct costs of returning the product.

You are obliged to exercise the right to cancel by sending us the cancellation form we provide you with or by returning the products.

You do not have the right to cancel the Contract whose subject is the purchase of any of the following products:

. Music CDs / DVDs without their original packaging.

. Underwear

The right to cancel the Contract will apply only to products that are returned in the same condition that they were in when you received them. Please return the products using or including the original packaging. You should also include all original packages, the labels, the instructions, the documents and the product wrappers. In every case, you must send the product for return together with the return form you received during delivery, duly completed. No refunds are made when the product has been used after it was opened or if it has been damaged. Consequently, you must exercise reasonable care for as long as the products are in your possession.

Changes are made only with the same product, of a different size or colour.

When you receive the Despatch Confirmation, you will also be provided with a summary in relation to the exercise of the cancellation right.

You can return any product to any Pull & Bear shop of the market where the product was purchased or to a courier that we shall have arranged.

a) Returns to any PULL & BEAR shop

You can return any product to any Pull & Bear shop (apart from the outlet shops) of the market to which it was delivered and that has the same department to which the goods you want to return belong. In this case, you must come to any of these stores and deliver the item together with the Return Form (herein after to be referred to as the "form") that you received upon the delivery of the product, duly completed.

Returns of products ordered via electronic devices available in shops and paid at the shop's cash desk.

Please note that with regard to orders placed via an electronic device at one of Pull & Bear's shops in Greece and paid for at the store's cash desk, the return of the products can only be made at Pull & Bear shops in Greece and not in the manner directly below 'b' or in any other way.

(b) Return by Courier

In order to return the product or products via a courier that we designate, you must contact us through the online form on our website to arrange for the collection of the product from your home. You should send the product in the same package that you received it in with the following instructions as they are mentioned in the "RETURNS" section of this website.

None of the above options will cause you additional costs.

If you do not want to use either of the two available ways, you will be responsible for the return costs. Please bear in mind that if you want to return the goods to us in a way that the return cost is paid at the destination, we have the right to charge you any costs that may arise.

We will examine the returned item and let you know if you are eligible for a refund. Reimbursement of the amount will be made as soon as possible and, in any case, within 30 days of the date of the cancellation notice. The refund of the amount will be made using the same means of payment that was used for the purchase.

If you have any questions, you can communicate with us using the contact form, the live chat channel or by calling 0800 441 468 05.

If you believe that the product you ordered does not meet the terms of the Contract, you must immediately communicate with us through the contact form, informing us of the product details and of the damage it has suffered. Alternatively, you can communicate with us through the live chat channel or telephone us on 00800 441 468 05 to receive instructions from us.

You can return the products to any Pull & Bear shop (except outlet shops) of the market to which the product was delivered or to the courier that we will designate.

After receiving the returned product, we will examine it thoroughly and notify you by e-mail within a reasonable time if you are entitled to change the product or to a refund. The refund or replacement of the product will occur as soon as possible and whatever happens within 30 days of the date that we confirm by e-mail that you are entitled to a refund or replacement of the unsuitable product.

In the event of a defect, the amounts paid for defective products will be refunded in full, including the delivery costs arising from the despatch of the item to you. The refund will be made using the same means of payment that was used for the purchase.

This provision does not affect the rights covered by the applicable regulations.

Right to cancel and return products ordered from abroad

If you have ordered products through this website from another European Union market outside Greece, the above details apply for the returns with the restriction that the returns via a courier that we designate can only be made from the original address in Greece where the product was delivered to.

At the same time, we would like to inform you that we are not obliged in any way to pay the shipping costs when the place of return is different from the original delivery address or the costs of the return if the place to which the item is to be returned to is outside Greece (except in the case of defective products, in which case this term does not apply).

15. LIABILITY AND DISCLAIMER STATEMENT

Unless expressly stated to the contrary in these Terms and Conditions, our liability for any product purchased through our website is strictly limited to the purchase price of the product in question.

None of these Terms and Conditions excludes or limits our liability:

- a. For death or personal injury caused by negligence on our part.
- b. For fraud or fraudulent representation, or
- c. For any matter for which it would be illegal or unfair for us to exclude, limit, or attempt to exclude or limit our liability .

Subject to the foregoing paragraph and to the fullest extent permitted by the law, unless otherwise specified by these Terms and Conditions, we assume no responsibility for any indirect loss as a side effect of the principal loss or damage, as well as to whether it has been caused by an offence (including negligence) in breach of the terms of the contract, or in another way , even foreseeable, including (but not limited to) for every:

- i. loss of income or revenues,
- ii. loss of business customers,
- iii. loss of profits or contracts,
- iv . loss of expected savings,
- v . data loss, and
- vi. loss of management time or business work-hours.

Due to the open nature of this website and the possibility of errors in the storage and transmission of digital information, we are unable to guarantee the accuracy and security of the information transmitted or received from this website, unless expressly stated otherwise.

All descriptions, product information and materials posted on this website are provided "as they are", without guarantees, express or implied, and regardless of the way in which they occurred.

To the fullest extent permitted by the law, but without excluding anything that cannot lawfully be excluded in the case of consumers, we disclaim any other guarantees of any kind.

The provisions of this clause do not affect your rights as a consumer, nor your right to withdraw from the Contract.

16. COPYRIGHT

You are acknowledging and agreeing that all patent rights, trademarks and all other intellectual property rights or the content provided as part of this website are always owned by us or by our licensors. You may use this website only after express authorisation from us or from our licensors. This does not prevent you from using this website to the extent necessary to make a copy of any order or of the details of the Contract.

17. SOFTWARE VIRUSES, PIRACY AND OTHER ELECTRONIC ATTACKS

You may not misuse this website by knowingly transmitting software viruses, Trojan horses, worms and logic bombs or time bombs, or any other malicious or technologically harmful programme or material. You may not attempt to make unauthorised access to this website, its server, or any other server, computer, or database associated with this website. You undertake not to attack this website by a denial-of-service attack or a distributed denial-of-service attack.

Infringement of this provision may be considered a criminal offence in accordance with the applicable regulations. We will report any violation to the competent authorities and we will cooperate with them to find the identity of the invader. Similarly , in the event of such an infringement, your right to use this site will be suspended immediately .

We take no responsibility for any loss or damage caused by a denial-of-service attack, software virus, or any other software or technologically harmful or malicious material that may infect your computer, equipment, data or hardware due to the use of this website, or downloading content from it or from such a kind of content to which this website is redirected.

18. LINKS FROM OUR WEBSITE

We may have links from our site to other third-party websites and material. These links are provided exclusively for purposes of information and are not under our control, nor is the content of these websites, nor is their material. Therefore, we accept no responsibility for any loss or damage emanating from the use of such links.

19. WRITTEN COMMUNICATION

The applicable legislation requires some of the information or notifications that we send you to be submitted in writing. When you use our website, you are agreeing that the communication with us will mainly occur electronically. We will communicate with you by e-mail or we will provide you with information by posting notifications on our website. For contractual reasons, you are agreeing to using this electronic means of communication and you are acknowledging that all contracts, notices, information and other announcements we send you electronically comply with the legal requirements that require written communication. This term is without prejudice to your constitutional rights.

20. NOTIFICATIONS

All your notifications to us should preferably be submitted through our live chat channel. Pursuant to the provisions of clause 19 above,

and unless stated otherwise, we have the right to notify you either by e-mail or to the postal address you provided us with when you placed your order.

A notice will be deemed to have been received and properly served as soon as it has been posted on our site 24 hours after its despatch by e-mail or three days after the date that any letter is sent by post. Sufficient proof of the service of a notification will be, in the case of a letter, that the letter in question bears the correct address, the appropriate postage, and that it has been duly mailed and delivered to the post office, and, in the case of an e-mail, that it has been sent to the e-mail address indicated by the recipient.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

The contract between us is binding for you and for us, as well as for our respective successors and franchisees.

You may not assign, make available or otherwise transfer the Contract or any other rights or obligations arising from it in your favour or for yourself, without our prior written consent.

We may assign, make available, subcontract or otherwise transfer a Contract or any of the rights or obligations arising from it in our favour or for ourselves at any time during the term of validity of the Contract. For the avoidance of doubt, such transfers, assignments, contributions or other dispositions do not affect your rights as a consumer, nor cancel, reduce or otherwise limit any express or implied guarantee that we may have granted to you.

22. EVENTS BEYOND OUR CONTROL

We will not be liable or responsible for any breach or delay in the fulfilment of any of our contractual obligations caused by events not under our reasonable control (force majeure event).

A force majeure event shall be considered to be any act, fact, inability to perform, omission or accident that is not under our control and includes, but is not limited to, the following:

1. Strikes, lockouts or workforce mobilisations.
2. Social unrest, agitation, 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, landslide, epidemic and any other natural disaster.
4. Inability to use rail, ships, aircraft, motor vehicles or other public or private means of transport.
5. Inability to use public or private telecommunication networks.
6. The laws, decrees, legislation, regulations or restrictions of any governmental authority.
7. Any strike of transport, postal, or other relevant transport services, or damage or accidents.

Compliance with our obligations emanating from the contracts shall be deemed to be suspended for the duration of the force majeure event and we will have a time extension to meet these obligations for a period equal to the duration of the force majeure event. We will use all reasonable means to cease or find a solution to solve the force majeure event or to find a solution that will enable us to fulfil our obligations under the Contract, despite the force majeure event.

23. RESIGNATION

If we fail at any time to exercise the rights or legal remedies that we may have under this Contract or its Terms and Conditions during the term of validity of a Contract, the lack of requirement on your part for strict compliance with any of the contractual obligations that you undertook under a Contract or through these Terms and Conditions and/or our inability shall not constitute a waiver or limitation in respect of such rights or legal remedies and shall not relieve you from complying with the obligations in question.

Our waiver from any omission to fulfil any act will not constitute a waiver of any other omissions to fulfil any act arising from the Contract or the Terms and Conditions.

No waiver by us of any of these Terms and Conditions or any rights or legal remedies arising from this Contract shall be valid unless it is expressly stated that this is a waiver and communicated to you in writing in accordance with the provisions of the paragraph that refers to the above notifications.

24. DIVISIBILITY

If these Terms and Conditions or any regulation of a Contract is declared by a competent authority to be unlawful, void or unenforceable to any extent, these will be abolished, while the other terms, conditions and regulations will remain in force to the fullest extent permitted by the law.

25. COMPLETE AGREEMENT

These Terms and Conditions and all documents expressly referring to them constitute the complete agreement between you and us in relation to the subject matter of each Contract and replace any prior agreement between you and us, either written or verbal.

Both parties acknowledge that we have consented to this Contract being drawn up and that neither you nor us have relied on any representation, commitment or promise given by the other party or implied in the negotiations by any declaration or document submitted by you and us prior to this Contract, except as expressly stated in these Terms and Conditions.

Neither you nor we shall exercise any legal remedies in respect of any false statement made either verbally or in writing by the other party prior to the date of the Contract (unless such false statement was made by deceit) and the sole legal remedy that the other party may exercise will be for breach of contract as provided for in these Terms and Conditions.

26. OUR RIGHT TO AMEND THE TERMS AND CONDITIONS

We reserve the right to review and correct these Terms and Conditions from time to time.

You will be subject to the policies and the Terms and Conditions applying at any time when you use this website or place an order from us, unless any amendment of the specific policies, Terms and Conditions or the Personal Data Protection Policy is required by law or by a decision of a governmental authority, in which case any possible changes will also be applied to the orders you previously submitted.

27. LAW AND JURISDICTION

The use of our website and the contracts for the purchase of products through it are governed by Greek law.

Any dispute arising from or relating to the use of the website or the contracts in question shall be subject to the non-exclusive jurisdiction of the Greek courts. If you enter into a contract as a consumer, this clause in no way affects your lawful rights.

28. COMMENTS AND RECOMMENDATIONS

Your comments and recommendations are always welcome. Please send us your comments and proposals through our live chat channel. If you believe that your rights have been violated as a consumer, you can address your complaints to us by sending an email on our contact form for an extrajudicial settlement. In the same context, if the purchase between us has been made through our website, we are informing you, as required by European Regulation 524/2013, that you are entitled to seek the settlement of your dispute with us through the online extrajudicial dispute settlement platform at the address: <http://ec.europa.eu/consumers/odr/>.

Last updated: 01/06/2021

Specimen Withdrawal Form

(this form must be completed and sent only if you wish to withdraw from the contract)

For the attention of ITX HELLAS SINGLE MEMBER, S.A., which is acting under the trademark PULL & BEAR, 59 Stadiou Street, Athens, Greece.

I hereby notify you that I am withdrawing from the sales contract I have entered into for the following goods:

Ordered / received on (*)

Consumer’s name:

Consumer’s address:

Consumer’s signature (only when this form is submitted on paper)

Date

(*) Delete whatever does not apply