

**Purchase conditions**

Terms and Conditions for Using and Purchasing from the Pull&Bear website / App.

**1. INTRODUCTION**

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

Please read through these Terms, our Cookies Policy and Privacy Policy (together, the "Data Protection Policies") prior to using this website / App. By using this website / App. or placing an order through it, you are consenting to be bound by these Terms and the Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website / App.

Both these Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that your use the website / App. or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

By purchasing any item from this website / App., you enter into a contract with us on these terms.

These terms and any Contract between are us are only in the English language.

**2. OUR DETAILS**

For sale of items through this website / App. your contract is with Pull and Bear Ireland Limited, an Irish company with company number IE 404562, whose registered office address is at Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2, with VAT No IE 642456 L ("us"/"we"/"our"/"Pull&Bear"). Pull and Bear Ireland Limited also operates the website / App. under the Pull&Bear name.

You may contact our customer service department on 1800 818 877 or by using the online enquiry form on our website, or by emailing us at [contact@pullandbear.com](mailto:contact@pullandbear.com)

**3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE / APP**

The information or personal details that you provide us with shall be processed pursuant to the Privacy Statement. By using this website / App. 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 / APP**

By using this website / App. and/or placing any order through it, you accept that:

- a. You may only use the website / app. in order to make legally valid orders or queries.
- b. You will not make any speculative, false or fraudulent order. In the event that we have reasonable grounds to believe that any order of this type has been made, we will be authorised to cancel it and inform the relevant authorities.
- c. You are also obliged to provide us with a correct email and postal address and/or any other contact details, and you consent to us using this information in order to contact you if necessary (view our Privacy Policy).

If you do not provide us with all the information that we require, we will be unable to process your order.

By placing an order on this website / App., you are declaring that you are over 18 years of age and that you have legal capacity to enter into this binding contract.

**5. AVAILABILITY OF SERVICE**

The articles that are offered through this website / app. to the Republic of Ireland.

**6. HOW THE CONTRACT IS FORMALISED**

The information herein and the details contained on this website / App. do not constitute an offer of sale but rather an invitation to do business. There shall be no contract between you and us in relation to any item until we expressly accept your order. If your offer is not accepted, the amount of any charge already made to your account shall be fully refunded.

In order to make an order, you must follow the online purchase procedures and click on "AUTHORISE PAYMENT". After this, you will receive an email from us confirming receipt of your order (the "Order Confirmation"). Please remember that this does not mean that your order has been accepted as this represents an offer that you have made to us to purchase one or more items. All orders are subject to our acceptance which we will confirm by sending you an email confirming that the order has been dispatched (the "Dispatch Confirmation"). The contract for the purchase of an item between us (the "Contract") shall only be formed once we send you the Dispatch Confirmation.

This contract will relate only those items whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other items which may have been part of your order until the dispatch of those items has been confirmed in a separate Dispatch Confirmation.

**7. AVAILABILITY OF ITEMS**

All orders placed for items are subject to their availability and if any difficulties occur with regards to supply, or if any item is out of stock, we will refund you any amount that you may have paid.

**8. WITHDRAWAL OF ORDER**

We reserve the right to withdraw any item from this website / App. at any time and/or stop or change any material or content of the same. While we will use our reasonable endeavours to process all orders, there may be exceptional circumstances which may mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time.

We will not be liable to you or to a third party for withdrawing any item from this website / App., or for removing or editing any material or content of the website / App., or refusing to process or accept an order after we have sent you an Order Confirmation.

9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to send the order containing the item(s) corresponding to those in the Dispatch Confirmation prior to the delivery date which appears on the Dispatch Confirmation or if there is not delivery date, in a maximum of 15 days from the date of the Dispatch Confirmation.

Delay can be due to the following reasons:

- Personalisation of items,
- Specialised articles,
- Unforeseen circumstances or
- Delivery area.

Regarding the eGiftcard (Virtual Gift Card), we will send it on the date you specify when placing your order.

If for any reason, we cannot honour the delivery date, we will notify you of these circumstances and will give you the option of continuing with the purchase, setting a new delivery date or alternatively, of cancelling the order with a full refund of the amount paid. Please note that we can never make deliveries on Saturdays or Sundays, except in the case of the eGiftcard, which will be delivered on the specified date.

For the purposes of the Terms "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address. The eGiftcard will be deemed to be delivered in accordance with the Terms and Conditions of the Giftcard and, in any case, on the delivery day of the virtual card to the specified e-mail address.

10. UNABLE TO DELIVER

If we are unable to make the delivery after two attempts, we will try to find a secure place to leave the package. We will leave you a note explaining where your package can be found and what to do in order to collect it. If you are not going to be in the delivery location at the agreed time, please contact us to rearrange the delivery for another day.

If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be treated as terminated. As a result of the termination of the Contract, we will refund the price paid for the items as soon as possible and anyway within 30 days of the date on which we shall deem the Contract terminated. We will not refund delivery charges paid by you where we are unable to deliver due to your fault.

This clause will not apply to the eGiftcard, for which delivery will be governed by the Terms and Conditions of the Gift Card and clause 9 above.

11. PASSING OF RISK AND OWNERSHIP

You will be responsible for the risks involved with the items once they are delivered.

Ownership of the items will only pass to you when we receive the full payment of all amounts due in relation to the items, including delivery charges, or alternatively upon delivery (as defined in clause 9), whichever is the later.

12. PRICE AND PAYMENT

The price of the items is always the one stipulated on our website / App., except in cases of obvious error. While we try to ensure that all prices that appear on the website / App. are correct, errors may occur. If we discover an error in the price of items that you have ordered, we will notify you as soon as possible and give you the option of either reconfirming your 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 items you will receive a full refund.

We are under no obligation to provide the items to you at the incorrect (lower) price (even after we have sent you a Dispatch Confirmation) if the pricing error is obvious and unmistakable and could reasonably have been recognised by you as an incorrect price.

The prices on the website / App. include VAT but do not include delivery costs, which will be added to the total amount due as set out in our Shopping Guide.

Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

Once you have finished shopping, all the items that you wish to purchase will be added to "YOUR SHOPPING" and the next step is to go through the checkout process and make your payment. In order to do this, you must

1. Click on the "SHOPPING BAG" button at the top of the page.
2. Click on the "SEE SHOPPING BAG" button.
3. Click on the "PROCESS ORDER" button.
4. Fill in or check the contact information, order details, address to where you wish your order to be sent, and the address to which we can send the invoice.
5. Enter your credit card details.
6. Click on "AUTHORISE PAYMENT".

You can pay with Visa, Mastercard or American Express credit cards or PayPal. Likewise, you will be able to pay the whole or part of the cost of your purchase with a Pull & Bear Giftcard or a Credit Voucher Card issued by Pull & Bear Ireland Limited or Fashion Retail, S.A. (a Spanish company with offices at Avda de la Diputacion, Edificio Inditex, 15143 Arteixo, A Coruña, Spain). You may also be given the option to pay for your order via "cash on delivery", in which case, your payment can be made by any of the means of payment available in those stores. In order to minimize the risk of non-authorized access, your credit card details will be encoded. Once we receive your order, we will carry out a pre-authorization on your credit card in order to ensure that there are sufficient funds in order to complete the transaction. Your card will be charged as soon as your order leaves our warehouses.

If you choose to pay with PayPal, Pull & Bear Giftcard or Credit Voucher Card issued by Pull & Bear Ireland Limited or Fashion Retail, S.A., you will be charged as soon as we confirm your order.

By clicking on "AUTHORISE PAYMENT", you are confirming that the credit card belongs to you or that you are the legitimate owner of the Giftcard or Credit Voucher Card.

Credit cards will be subject to validation checks and authorisation by your card issuer. However, if your card issuer fails to authorise

payment to us, we will not be held liable for any delays or non-delivery and we will be unable to formalise a contract with you.

#### *Ordering through electronic devices in store, and making payment for those purchases*

If you are placing your order through one of the electronic devices that are available at certain Pull & Bear stores in the Republic of Ireland for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorise Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by Visa, Mastercard, or American Express card, and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given the option to pay for your order at the till, and in whichcase, your payment can be made by any of the means of payment available in those stores.

Please note that if you place your order through an instore electronic device, but wish to cancel the order, you must pay for the order and wait for the items to be delivered, before returning them in accordance with the returns policy described below.

### 13. BUYING ITEMS AS AGUEST

The functionality of buying items as a guest is also available on the website. For this type of purchase, we will only request from you the essential data that is required to process your order. 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. EXPRESS CHECKOUT

You can use the express checkout feature ("Express Checkout") to make it easier for you to shop on this website / App, as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You can do this when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in your card number and card expiry date being saved.

To save your card information and use Express Checkout, you will have to accept the Privacy Policy.

By agreeing to use Express Checkout, you give your authority that purchases paid through Express Checkout will be charged to your linked card. Card usage will be governed by the terms and conditions you have agreed to with your card issuer.

You can save the details of as many cards as you like in Express Checkout; to do so you must have made at least one payment with each of them. If you have card information saved for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the My Account section of this website.

To use Express Checkout, all you need to do is click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details, please do not use Express Checkout.

You can change your Favourite Card linked to Express Checkout in the My Account section of this website.

The provisions of this clause will not apply if you are buying items as a guest.

### 15. VALUE ADDED TAX

All purchases done through this website/App are subject to the statutory Value Added Tax (VAT). The prices displayed on this website/App include VAT.

### 16. RETURNS POLICY

You may cancel your order for any reason up to 30 days from the date on which you receive the Dispatch Confirmation, by notifying us of your decision to cancel using the following contact methods: by calling 1800 818 877, or through the online contact form on our website, or by emailing us at [contact@pullandbear.com](mailto:contact@pullandbear.com). To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have been charged for any items, we will process a refund, which will include the cost of standard (next day) delivery option. Please refer to our Returns Policy in our Shopping Guide for further information.

Return of gift cards is governed by the Terms and Conditions of the Gift Card.

You do not have the right to cancel the Contract when it is for the delivery of any of the following three categories of "Excluded items":

#### Excluded Items

1. Items that have been made to your specifications or clearly personalised.
2. Sealed audio recordings, sealed video recordings or sealed computer software, once they are unsealed/unwrapped after you have received them
3. Sealed items that are not suitable for return for health protection and hygiene reasons (eg underwear, swimwear, earrings, hosiery, socks and fragrances), and that have been unsealed after delivery, or if the hygiene label is no longer in place.

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

Please return the items using or including all their original packaging, instructions, returns documents and other documents, if any, accompanying the items.

#### Returns Methods

To return an item, just choose one of the two free and flexible return options below:

- a) Returns at any Pull&Bear store

You may return any item at any Pull&Bear store in the Republic of Ireland. You just need to present, as well as the item, the completed returns document that was included within the parcel.

*Return of items ordered through electronic devices in store, paid for at the till or cash on delivery*

Please note that in respect of orders that were originally placed through an electronic device in a Pull & Bear store in the Republic of Ireland and that were paid for at the till of that store, returns can only take place in any Pull & Bear store in the Republic of Ireland, and not via method b) below, or any other method. Also, returns for orders paid using "cash on delivery" at the till in store must always be carried out at Pull & Bear stores in the Republic of Ireland. Additionally, if 8 days have passed since your "cash on delivery" order was available for collection and in-store payment (you will have received the email "Confirmation of order arrival at store" to confirm this), and the order has not been picked up for reasons that are not attributable to us, we will understand that you wish to withdraw from the Contract and we will consider it to be terminated.

b) Returns by Courier

We can arrange for a courier to collect the item that you wish to return. In order to do this, you should request this via the "Your Account/Returns" section of the website, to arrange for the item to be collected at your home. You must send the item in the same package that you received it, including the completed returns document that was included within the parcel, and follow the directions on the "Returns" section of this website/app. If you have bought any items as a guest, you may request returns by courier by phone, by following the link to the returns process that was contained in both the Order Confirmation and Dispatch Confirmation emails.

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

If you do not wish to use either 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 items to us freight collect/cash on delivery, we may charge you any costs incurred in such return.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us by calling 1800 818 877 or via the contact form on our website.

Returns of defective items

If the item that you have received is defective, please promptly notify us by calling 1800 818 877 or by using the contact form on our website, or by emailing us at [contact@pullandbear.com](mailto:contact@pullandbear.com), and return the item in accordance with Returns methods a) or b) above. Please provide proof of purchase, for example the returns document that was included within your parcel. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

RIGHT OF WITHDRAWAL

You have the right to withdraw from your order within 14 days, without giving any reason, although please note you have no right to withdraw items that are classed as 'Excluded Items' as mentioned above. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. The easiest way to exercise your right of withdrawal is to contact us by calling Freephone 1800 818 877 or by using the contact form on our website, or by emailing us at [contact@pullandbear.com](mailto:contact@pullandbear.com), and returning the goods to us using one of the two returns methods described above.

However, to meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order before the withdrawal period has expired.

You may also use the model cancellation form as set out in the Appendix to these terms, although it is not obligatory.

Effects of withdrawal

We will refund all payments received from you, including the costs of our standard (next day) delivery option, without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. We will use the same means of payment that you used to pay for your order and this will not cause you any extra fees.

We may withhold the refund until we have received the items back, or you have supplied evidence of having sent back the items, whichever is the earlier.

You must send back the items or hand them over to us without undue delay, and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. Please use one of the two returns methods described above. If you do not use one of these two returns methods, you will need to bear the cost of returning the items to us.

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

17. LIABILITY AND DISCLAIMERS

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 fraud or fraudulent misrepresentation; 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.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website/App 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/App unless otherwise expressly set out on this website/App.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website/App are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering goods to you that: (i) comply with the description given by us and possess the qualities that we have presented in this website/App, (ii) are fit for the purposes for which goods of their kind are normally used and (iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website/App is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. 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, whether express or implied, in relation to the items available on this website/App. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

18. INTELLECTUAL PROPERTY

You acknowledge and consent that all copyright, trademark and other rights related to intellectual and industrial property in relation to material or content that form part of the website / App. corresponds to us, or to third parties to whom we have granted a licence for its use, at all times. You are permitted to use this material only as expressly authorised by our licensors or us. This will not impede your use of this website / App. so far as necessary to copy the information about your order or contact details.

19. VIRUSES, HACKERING AND OTHER CYBERCRIMES

You may not misuse this website / App. 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 / App., to the server which hosts this site or to any other server, computer or data base related to our website / App. You undertake not to attack this website / App. 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 / App. will cease immediately. We will use reasonable care and skill to ensure that this website is safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, 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 / App. or from the downloading of the contents thereof or of such contents to which this website / App. redirects

20. LINKS FROM OUR WEBSITE / APP

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

21. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. By using this website / app., you are accepting that the majority of our mailings will be in electronic format. We will contact you by email or provide you information by posting notices on this website / App. For contractual purposes, you consent to the use of this electronic form of communication and recognise that any contract, notification, information and other mailings that we send you electronically comply with the legal requisites that such communications be in writing. This condition does not affect your statutory rights.

22. NOTIFICATIONS

The best way to send us notifications is through our contact form, or via email to [contact@pullandbear.com](mailto:contact@pullandbear.com). In accordance with clause 21, unless stated otherwise, we can send you mailings either at the email or postal address you provided when placing the order.

Notifications will be deemed received and served correctly at the moment they appear on our website / App., 24 hours after an email is sent or three days following the postage date on the letter. In proving the service of any notification, 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.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding both for you and us, as well as for our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of the rights or obligations derived under it, without having obtained 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 your rights under the Contract or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

24. EVENTS OUT OF OUR CONTROL

We will not be liable for any failure to perform or delay in the compliance of any obligations that we assume under a Contract, whose cause is due to events which are beyond our reasonable control due to a Force Majeure Event.

A Force Majeure Event includes any act, event, failure to exercise, omission or accident that is beyond our reasonable control and will include but is not limited to the following:

- a. Strikes, lock-outs or other work stoppage.
- b. Civil commotion, riot, invasion, terrorist attack or terrorist threat, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d. Impossibility to use railways, shipping, aircraft, motor transport and other means of transport, public or private.
- e. Inability to use public or private telecommunication systems.

f. Acts, decrees, legislation or restrictions of any government.

g. Strikes, failures, or accidents involving marine or river transport, postal or otherwise.

It is understood that our obligation to comply with any Contract will be suspended during the period of the Event of Force Majeure and we will have an extension of time for fulfilling our obligation during that period. We will use all reasonable means possible to bring the Force Majeure Event to an end or to find a solution whereby we can comply with our obligations pursuant to the Contract despite the Force Majeure Event.

25. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, 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 arising from the Contract or the Terms. 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 paragraph on Notices above.

25. SEVERABILITY

In the event that these Terms or any regulation contained in a Contract are considered invalid, illegal or un-enforceable in any extent by a competent authority, these shall be severed from the remaining terms and regulations will continue to be valid to the fullest extent permitted by law.

26. CONTRACT INTEGRITY

These Terms and any document to which express reference is made in the same constitute the entire agreement existing between you and us in relation to the Contract objective and replaces any other prior pact, agreement or promise agreed between you and us, either verbally or in writing.

Both you and us acknowledge that in entering into a Contract, neither you nor us has relied on any representation, undertaking or promise given by the other or be 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 will avail of recourses in view of any uncertain declaration made by the other party, either verbally or in writing, prior to the Contract date (unless such uncertain declaration had been made in a fraudulent manner), and the only recourse that the other party will have will be due to non-compliance of the contract in agreement with provisions set forth in these Terms.

27. OUR RIGHT TO MODIFY THESE TERMS

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

You will be subject to the current policies and Terms when you make each order, except in the event where we have to make changes to said policy, Terms or Privacy Policy due to legislation or the decision of governmental bodies. In such case, the possible changes will also affect orders which were made previously.

28. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website/App and the Contracts for the purchase of items through such website/App will be governed by Irish law. Any dispute arising from, or related to the use of this website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Irish courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such.

29. COMMENTS AND SUGGESTIONS

Your comments and suggestions are important to us. Please send us your comments and suggestions through our contact form, or via the email address [contact@pullandbear.com](mailto:contact@pullandbear.com).

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [contact@pullandbear.com](mailto:contact@pullandbear.com). In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <https://ec.europa.eu/consumers/odr/>.

Last modified: 22 August 2018

Withdrawal Form

(only fill in and send this form if you wish to withdraw from the contract)

For the attention of Pull & Bear Ireland Limited, Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2, or by email [contact@pullandbear.com](mailto:contact@pullandbear.com)

I hereby give notice that I withdraw from my contract of sale for the following goods:

Ordered/received on (\*)

Customer's name:

Customer's address:

Customer's signature (only if form is submitted on paper)

Date

(\*) Delete as necessary