

## Purchase conditions

Purchase conditions

Terms and Conditions of Purchase from the Pull&Bear website / app

### 1. INTRODUCTION

The document herein contains the Terms and Conditions that regulate the use of this website / app ([www.pullandbear.com](http://www.pullandbear.com)) and the contract that binds both parties- you and us- (hereinafter referred to as the "Terms and Conditions"). These Terms and Conditions establish the rights and obligations of all users (hereinafter referred to as "you"/"your") and those of Pull&Bear (hereinafter referred to as "us"/"our"/"the Seller") in relation to the products/services that we offer through this website / app or from any other website / app to which we may redirect through a link (hereinafter jointly referred to as "Pull&Bear Services"). Please read the Terms and Conditions and our Privacy Policy carefully prior to clicking on the "AUTHORISE PAYMENT" button to make your order. By using this website / app or making an order through same, you are consenting to be bound by these Terms and Conditions and our Privacy Policy. Therefore, if you do not accept all the Terms and Conditions and the Privacy Policy, no order should be placed.

These Terms and Conditions are subject to change and thus, you should read them each time you place an order.

If you have any query related to the Terms and Conditions of Purchase or the Privacy Policy, please visit our website / app or contact us through the contact form.

This website is operated by Pull&Bear Suisse Sàrl, a Swiss company with registered office at 6 Rue Louis-d'Affry, 1700 Fribourg, Switzerland registered with the Companies Register of Fribourg with VAT No. CHE-314.454.113 VAT.

### 2. USE OF OUR WEBSITE/ APP

The Terms and Conditions herein are the only terms and conditions applicable to the use of this website / app and replace any other, except with prior express consent in writing from the Seller. These Terms and Conditions are important for both, you and us, as they have been designed to create a legally binding agreement between both parties, protecting your rights as customer and ours as company. By placing this order, you are stating that you have read and accept the Terms and Conditions herein with no reservation.

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).
- d. 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.

### 3. AVAILABILITY OF SERVICE

The articles that are offered through this website / app will be available in Switzerland only.

### 4. 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 product 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". Once this has been done, you will receive an email acknowledging receipt of your order (the "Order Confirmation"). Please remember that this does not mean that your order has been accepted since this represents an offer that you make to us to purchase one or more products. 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 product purchase contract between us (Contract) shall only be formalised once we send you the "Dispatch Confirmation".

Only those products listed in the "Dispatch Confirmation" will be subject to the Contract. We will not be obliged to supply you with any other product that could be subject to the order until we confirm dispatch of the same to you in a separate "Dispatch Confirmation".

### 5. AVAILABILITY OF PRODUCTS

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

### 6. WITHDRAWAL OF ORDER

We reserve the right to withdraw any product from this website / app at any time and/or stop or change any material or content of the same. While we will always do everything possible to process all orders, exceptional circumstances may oblige us to cancel the processing of any order after the "Order Confirmation" has been sent and we reserve the right to do this at any time at our own discretion.

We shall not be held liable to you or to a third party for withdrawing any product from this website / app, regardless whether said product has been sold or not, for removing or changing any material or content of the website / app, or refusing to process an order once you have been sent the "Order Confirmation".

### 7. RIGHT TO WITHDRAW FROM THE PURCHASE.

You can withdraw from the contract at any time up to the time limit of ONE MONTH from receipt of your order. If the order has been received by a third party, this date shall be applicable for the term. In this case, you shall be refunded the amount paid for such products in accordance with our Returns Policy (see Clause 14).

Your right to withdraw from the Contract shall only apply to those products that are returned in the same condition in which you received them. You must also include all the instructions, documents and packaging belonging to the products. No refund shall be made if the product has been worn or if it has suffered any damage. Therefore, you should be careful with the product(s) while they are in your possession and if possible, keep the original boxes and packaging in case of return.

You do not have any right to withdraw from Contracts for the supply of any of the following products:

- Music CD/DVDs without original packaging.
- Underwear.

You can find further information such as an explanation on how to exercise it in Clause 14 of the Terms and Conditions herein..

This regulation does not affect your rights as consumer.

## 8. DELIVERY

Notwithstanding the provisions set forth in Clause 5 above, except in the event of exceptional circumstances, we will try to send the order containing the product(s) corresponding to those in the "Dispatch Confirmation" prior to the delivery date which appears on the "Dispatch Confirmation" or if there is no delivery date mentioned, in a timeframe of 15 days from the date of the "Dispatch Confirmation".

Delay can be due to the following reasons:

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

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 virtual gift card which will be delivered on the date specified by you.

For the purposes of the Terms and Conditions herein, a delivery is understood to have taken place or the product(s) to have been delivered when a signature to confirm receipt of the same is obtained at the agreed delivery address. As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

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

## 9. INABILITY TO DELIVER

If we are unable to make the delivery on 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 set the delivery for another day.

This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 8 above.

## 10. PASSING OF RISK AND OWNERSHIP

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

You acquire ownership of the products once we receive the full payment of all amounts due in relation to the same, including shipping costs, or alternatively upon delivery (in accordance with the definition contained in clause 8) if it takes place at a later time.

## 11. PRICE AND PAYMENT

(i) In general

The price of the products is always the one stipulated on our website / app, except in the event of an error. Despite our attempts 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 products 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 cannot contact you, the order will be considered cancelled and we will fully refund you for the amounts that have been paid.

We will not be liable for supplying any product(s) at an incorrect reduced price (even if we have sent you the "Order Confirmation ") if the price error is obvious and could have been reasonably recognised by you as incorrect.

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

Prices may change at any time, but will not affect orders for which we have already sent you a "Dispatch Confirmation", except in the case of any of the foregoing provisions being applicable.

Once you have done your shopping, all the articles that you wish to purchase will be added to "YOUR SHOPPING BAG" and the next step is to proceed the order and make the payment. In order to do this:

1. Click on the "YOUR 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 make the payment with Visa, Mastercard or American Express credit cards and through Paypal. You can also pay all or part of

the price of your purchase with a gift card or a voucher of Pull & Bear issued by Pull & Bear Suisse Sàrl. You can also pay for your order via "cash on delivery", using any payment method that is accepted at Pull & Bear stores in Switzerland.

In order to minimise 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, you will be charged as soon as we confirm your order.

Once you click "AUTHORISE PAYMENT", you are confirming that the credit card or the gift card/voucher belongs to you.

We use "AKAMA/" in order to ensure that the payment has been processed securely.

The credit cards will be subject to verification and authorisation by the particular issuing body. However, we will not be held liable for any delays or failure to deliver if said body does not authorise payment and we will be unable to formalise any Contract with you.

(ii) 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 Switzerland 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 which case, your payment can be made by any of the means of payment available in those stores.

## 12. VALUE ADDED TAX

In accordance with current regulation, all purchases made through our website / app will be subject to Value Added Tax (VAT),

## 13. BUYING GOODS AS AGUEST

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

## 14. EXCHANGE/RETURNS POLICY

### 14.1 General policy: Contractual right to withdraw from purchase

In order to make use of your right of withdrawal, you must inform us PULL&BEAR, at the following address: Pol. Ind. Río do Pozo, Avda. Gonzalo Navarro 37-43, 15578 Narón (A Coruña) Spain, by calling us on 0800 000 025 or by using our contact form, of your decision to withdraw from this Contract by means of an unequivocal statement (such as a letter send by e-mail or by post). You may use the standard withdrawal form included as an appendix to these Terms and Conditions, although this is not compulsory.

In such case, within the time limit stated in clause 7 above, you can return the merchandise to us at any of our Pull&Bear stores in the market where the delivery was made or by a courier that we will send to your home. You must deliver the merchandise in the same packaging in which you received it, following the instructions that you can find in the "[RETURNS](#)" section of our website / app..

For any queries, please contact us through our contact form or by telephone at 0800 000 025.

#### a) Returns at a Pull&Bear store

##### (i) In general

You may return any product at any Pull&Bear store in the market where your product was delivered which has the same section to which the product you wish to return belongs to. In this event, you must go to the store in person and present, as well as the product, the return document ("receipt") that you will have received when the product was correctly delivered.

##### (ii) 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 Switzerland and that were paid for at the till of that store, returns can only take place in any Pull & Bear store in Switzerland and not via method b) below, or any other method. Also, returns for orders paid for using "cash on delivery" at the till in store, must always be carried out at Pull & Bear stores in Switzerland. Additionally, if 10 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

You may return any product by courier service who we will send to your address. You must call us at 0800 000 025 in order to arrange product pick-up with us or with one of our representatives. We are entitled to ask for proof of purchase, which could be a copy of the receipt enclosed to your order.

Please note that you cannot use this returns method for items that were paid for at a till instore.

Neither option involves any additional cost to you. If you are unable to return the products to us through the two free options that we offer, you will be liable for bearing the cost of returning them in an alternative manner. Please note that if you return the goods to us at our expense, we will be entitled to charge you for the direct cost we incur as a result.

Please return the article in or including its original packaging as well as the instructions, documentation and packaging that may have accompanied it.

We will fully examine the returned product and will notify you of your right to a refund of the amounts paid. The refund will be made as soon as possible, and within 30 calendar days from the date on which you informed us of your intention to withdraw. The refund will be made using the same payment method which was used to make the purchase. No exchange or refund will be made for any products that are not in the same condition in which you received them, or that have been used beyond mere opening of the product.

In any Pull&Bear store you can make exchanges for the same article only in a different size or colour.

### 14.2 Return of defective products

In circumstances where you consider that the product does not conform with the Contract at the time of delivery, you should promptly contact us through our contact form, specifying the details of the product and the damage suffered. Alternatively, you can call us at 0800 000 025 where you will be told how to proceed.

The product must be returned to any of our Pull&Bear store in your market or to a courier that we send to your home address. We are entitled to ask for proof of purchase, which could be a copy of the receipt enclosed to your order.

We will fully examine the returned product and will notify you of your right to a replacement or refund via e-mail within a reasonable period of time. We will usually 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 of the defective product.

Products returned by you due to a genuine flaw or defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will always refund any money received from you to the credit card originally used by you to pay for your purchase.

These provisions do not affect your statutory rights under the regulations in force.

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

## 15. PULL&BEAR EDITED

This website includes a specific section called "PULL&BEAR EDITED" where, in accordance with the section's terms and conditions, you can customise certain items by selecting your own texts and characters. You will find more information about this service in the relevant section.

Please bear in mind that, due to technical issues or other matters outside our control, the colours, textures and actual sizes may differ to those shown on screen. Please also be aware that because these are customised garments, they cannot be returned or exchanged.

You guarantee that you are authorised to use the texts and other elements that form part of the customisation of the products. Although we reserve the right to refuse your customisation or cancel orders for customised products for failure to comply with these conditions, you will be solely responsible for the customisation requested. We may refuse your customisation, or cancel orders for customised products, if the customisation includes or consists of inappropriate content, property belonging to third parties, or other illicit material.

We assume no responsibility for, and we undertake no obligation to verify, the texts or other elements included in the customisation created by users of this service. We do not guarantee the lawfulness of said texts or other elements, and we therefore take no responsibility for any loss and/or damage arising for any user(s) and/or third parties (whether these are individuals or public or private bodies) directly or indirectly derived from the use of the PULL&BEAR EDITED section or that have any direct or indirect relation to the section and/or its products.

## 16. LIABILITY AND DISCLAIMERS

Our liability for any product acquired on our website / app is strictly limited to the purchase price of said product.

Nothing in these Terms and Conditions of purchase shall exclude or limit in any way our liability:

- a. For death or personal injury due to negligence on our part;
- b. For fraud or fraudulent misrepresentation; or
- c. 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. losses of income or revenue;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss to anticipated savings;
- v. loss of data; and
- vi. loss of time in managing situation or business hours.

Due to the open nature of this website / app, and the possibility of errors occurring in the storage and transmission of digital information, we cannot guarantee accuracy and security of the information transmitted to and obtained through this website / app unless otherwise expressly stated on this website / app.

All product descriptions, information and materials posted on this website / app 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.

The provisions set forth in this clause do not affect your statutory rights as consumer or your right to withdraw from the Contract.

## 17. 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 so far as necessary to copy the information about your order or Contact details.

## 18. 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.

## 19. NOTIFICATIONS

The best way to send us notifications is through our contact form. In accordance with provisions set forth in clause 18, unless stated otherwise, we can send you mailings either by email or to your postal address provided by you 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.

## 20. 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 assign, encumber or in any other manner transfer a Contract or any of the rights or obligations derived from the same in your favour or for you, without having obtained our prior written consent.

We may transmit, assign, encumber, subcontract or in any other manner transfer a Contract or any other of the rights or obligations derived from the same in our favour or for us, at any moment during the term of the Contract. For the avoidance of doubt, said transmissions, assignments, encumbrances or other transfers will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit guarantees, whether express or implied, that we may have granted you.

## 21. EVENTS OUT OF OUR CONTROL

We will not be liable for any non-compliance 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 (On grounds of Force Majeure).

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 Force Majeure and we will avail of an extension of time for fulfilling our obligation during said 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.

## 22. WAIVER

In the event that we do not insist on strict compliance with any of the obligations under the Contract or any of these Terms and Conditions, or do not exercise any of the rights or recourses that we are entitled to exercise or interpose pursuant to said Contract or these Terms and Conditions, such fact shall not constitute a waiver of said rights and recourses nor relieve you from complying with said obligations.

Any waiver made in demanding compliance will not constitute a waiver by us in demanding subsequent compliances.

No waivers on our behalf on any of these Terms and Conditions shall take effect unless it is not expressly stated and communicated to you in writing in accordance with provisions set forth in the Notifications section above.

## 23. SEVERABILITY

In the event that these Terms and Conditions 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 conditions and regulations will continue to be valid to the fullest extent permitted by law.

## 24. CONTRACT INTEGRITY

These Terms and Conditions 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 and Conditions.

## 25. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

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

You will be subject to the current policies and Terms and Conditions when you make each order, except in the event where we have to make changes to said policy, Terms and Conditions 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.

## 26. LAW AND JURISDICTION

The use of our / app and the Contracts for the purchase of products through such website / app will be governed by Swiss law.

Any dispute arising from, or related to the use of the website / app or to such Contracts shall be subject to the non-exclusive jurisdiction of the Swiss courts.

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

## 27. COMMENTS AND SUGGESTIONS

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

Last updated on September 10, 2020

### APPENDIX

#### WITHDRAWAL FORM

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

For the attention of PULL&BEAR, Pol. Ind. Río do Pozo, Avda. Gonzalo Navarro 37-43, 15578 Narón (ACoruña) Spain

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

Ordered/received on (\*)

Consumer's name:

Consumer's address:

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

Date

(\*) Delete as necessary