

PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website (www.uterque.com) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you should not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of concluding of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form.

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

2. OUR DETAILS

Sale of goods through this website is carried out under the name UTERQÛE by UTERQÛE ESPAÑA S.A., a Spanish company with registered address at Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the Mercantile Registry of A Coruña, in Volume 3425, General Section, Page 49, Sheet C-47,731, entry 1, with Corporate Tax Number A70301981.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

- i. Use this website to make legally valid enquiries and orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the competent authorities.
- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for their delivery in the Spanish territory only.

6. CONCLUDING THE CONTRACT

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, rather an invitation to treat. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, the amount of the same shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click "Order with payment obligation". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted, since it constitutes an offer that you are making to us to buy one or more products. All orders are subject to our acceptance, which you will be informed of via an e-mail in which we will confirm that the order is being sent (the "Delivery Confirmation"). The contract between us to buy a product (the "Contract") is concluded only when we have sent you the Delivery Confirmation.

Only the products listed in the Delivery Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm in a Delivery Confirmation that they have been sent.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any respective amount that you may have paid.

8. DELIVERY

Notwithstanding clause 7 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

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

Regarding the virtual gift card, we will send it on the date indicated by you when completing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we generally do not make home deliveries on Saturdays or Sundays, except in the case of the eCard which will be delivered on the date specified by you.

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

The virtual gift card will be considered to be delivered according to the Gift Card Terms and Conditions of Use and, in any case, on the date it is sent to the email address indicated by you.

9. INABILITY TO DELIVER

If it is impossible for us to deliver your order even after 2 attempts, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Agreement has been terminated.

This clause does not apply to the virtual gift card, the delivery of which is governed by the provisions of the Gift Card Terms and Conditions of Use and the provisions of clause 9 above.

10. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product shall be at your risk from the moment of delivery.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

11. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, an error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

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

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees. The total price including the price for the purchased product(s), delivery fees and VAT will be shown before you finally place the order.

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

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step.

Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

Visa, Mastercard, American Express, Affinity Card cards and PayPal may be used as methods of payment. You may also pay all or part of the price of your purchase with a gift card or credit voucher issued by Fashion Retail S.A.

To minimise the risk of unauthorised access, credit card details will be coded. Once we receive your order, we will process a preauthorisation on your card to ensure there are sufficient funds to complete the transaction. Your card will be charged once your order leaves our warehouse. If paying with PayPal, gift card or credit voucher issued by Fashion Retail S.A, it will be charged when we confirm the order.

By clicking "Authorise Payment" you are confirming that the credit card is yours and that you are the legitimate holder of the gift card or credit voucher.

Credit cards are subject to checks and authorisations by the issuer. If the entity does not authorise payment we accept no liability for any delay or non-delivery and we will not be able to formalise any Contract with you.

12. QUICK PURCHASE

Using the quick purchase feature (hereinafter, "Quick Purchase") it is easier to complete purchases on this website by avoiding having to enter shipping, invoicing and payment details for each purchase. Quick Purchase will be available in the Shopping Basket section.

To use Quick Purchase, you must save your card details. You can do this when paying with any of the cards accepted on this website by marking the "save my card details" option. This means storing the following details of your card: card number, holder as it appears written on the card and expiry.

To save your card details and use the Quick Purchase function you must accept the current Terms and Conditions and Privacy Policy.

By accepting the use of Quick Purchase, you hereby authorise that purchases that start using said tool are charged to the card associated to the tool. The use of cards will be governed by the terms and conditions signed between you and your card issuer.

You can save the details of as many cards as you wish on Quick Purchase; to do this you must make at least one payment with each card. If you want to save the details of more than one card, the card whose details have been saved most recently will be considered your "Favourite Card". This card will be charged the purchases using Quick Purchase by default. However, you can change your Favourite Card in the "My Account" section of this website.

To use the Quick Purchase, just click the "Quick Purchase" button that will appear in the Shopping Basket. A screen will appear with the shipping, invoicing and payment details for your purchase. You cannot edit the information on this screen so, if any detail is incorrect, do not complete the purchase. To complete a purchase with other details please do not use Quick Purchase.

You can change your Favourite Card associated with Quick Purchase in the My Account section of this website.

The provisions of this clause shall not apply if you buy goods as a guest

13. BUYING GOODS AS A GUEST

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. VALUE ADDED TAX

Pursuant to article 68 of Law 37/1992, of 28 December, on Value Added Tax Act, the delivery location for the articles shall be considered to be within the territory in which Spanish VAT applies if the delivery address is in Spain, except for the Canary Islands, Ceuta and Melilla. The applicable VAT rate shall be as legally established at any given moment based on the specific article in question.

For orders sent to the Canary Islands, Ceuta and Melilla, deliveries are VAT-exempt in application of article 21 of Law 37/1992, notwithstanding the application of the corresponding taxes and tariffs in accordance with the current legislation in each of those territories.

15. RETURNS POLICY

15.1 Legal right to withdraw from the purchase

Right of withdrawal

If you are contracting as a consumer and user, you have a right to withdraw from this Contract in a period of 14 calendar days with no need for justification.

The withdrawal period will expire 14 calendar days after you or a designated third party, other than the carrier, takes possession of the goods, or if the goods included in the order are delivered separately, 14 calendar days after you or a designated third party, other than the carrier, takes possession of the last of these goods.

To exercise the right to withdrawal, please notify UTERQÜE at the following address "Ecommerce Tordera Logística (UTQ.COM); POLÍGONO INDITEX Ctra. Local tordera Palafolls KM 0.6 08490 Tordera, Barcelona, Spain, by calling 900 456 001, sending an email to contact@uterque.com or by using our contact form, of your decision to withdraw from the Contract with an unequivocal statement (e.g. a letter sent by post or email). You can use the withdrawal form included as an Appendix in these Terms and Conditions, although its use is not mandatory.

To meet the withdrawal period the notification regarding you exercising this right just needs to be sent before the relevant deadline.

Consequences of withdrawal

If you should withdraw, we will refund all payments including delivery expenses (except additional expenses if you have chosen a form of delivery other than the less expensive ordinary delivery we offer) with no undue delay and, in any case, no later than 14 calendar days after the date you inform us of your decision to withdraw from this Contract. We will make this refund using the same method of payment used by you for the initial transaction. You will not incur any expense for the refund. Notwithstanding the above, we may withhold the refund until we receive the goods, or until you have presented proof of their return, whichever condition is met first.

You must return or deliver the products directly to any UTERQÜE shop in Spain, request return via courier, or send the products to "Ecommerce Tordera Logística (UTQ.COM); POLÍGONO INDITEX Ctra. Local tordera Palafolls KM 0.6 08490 Tordera, Barcelona, Spain, with no undue delays and, in any case, no later than 14 calendar days as of the date you notify us of your decision to withdraw from the Contract. The deadline will be considered met if you return the goods before the end of said period.

Unless you return the goods to a UTERQÜE shop in Spain or via courier organised by us, you must assume the direct cost of returning the goods.

You are solely responsible for the diminished value of the goods due to any handling other than that required to establish the nature, characteristics and condition of the goods.

15.2 Contractual right to withdrawal

In addition to the legally recognised right to withdrawal for consumers and users mentioned in clause 15.1 above, we grant you a period of 30 days from the date of delivery to return the products (except as mentioned in clause 15.3 below, for which the right to withdrawal is excluded). Returning a gift card is governed by the Gift Card Terms and Conditions of Use.

If you return the products within the contractual term of the right to withdrawal, but having expired the legal deadline, you will only be refunded the price paid for said products. You will be responsible

for the direct costs of returning the product when they are not returned to one of the UTERQÛE shops in Spain or via courier organised by us.

You can exercise your right to withdrawal according to the provision of clause 15.1 above, but if you notify us of your intention to withdraw from the Contract within the legal term for withdrawal you must deliver the goods to use within a period of 30 days from the date of delivery of the products.

15.3 Common provisions

You shall not have the right to cancel the Contract when it is for the delivery of any of the following Products:

- i. Customised items
- ii. Music CDs/DVDs without their original wrapping.
- iii. Goods sealed for hygiene purposes that have been unsealed after delivery.
- iv. Cosmetic products: they must be returned in the same packaging, under the same conditions in which they were delivered and without the product (or any of the products in case of purchasing a set / case) having been used.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. Please return the products using or including their original packaging. You must also include all product instructions, documents and wrappings. In any case, you must send the product to be returned together with the completed receipt, which you will have received when the product was delivered. No refund shall be paid if the product has been used beyond simply opening it or if it has been damaged, so you must take care of the products while they are in your possession.

You will find a summary on exercising this cancellation right when you receive the Delivery Confirmation.

You may return the products at any UTERQÛE shop in Spain or by means of a courier that we will send to your home.

i>Returns at a UTERQÛE shop

You may return the products at any of our UTERQÛE shops in Spain. In this case, you must go to any of the shops and present the article together with the fully completed return document (hereinafter referred to as the "receipt"), which you will have received with the delivery of the product.

ii>Returns by courier

You must contact us through our return request system so that we can organise the collection from your home. The goods must be delivered in the same package in which they were received, following the instructions that you will find in the "RETURNS" section on this website. If you have made a purchase as a guest, you may request returns via messenger/courier service, by calling 900 456 001.

Neither of the two options shall be at any additional cost to you.

If you do not wish to return the products by means of any of the available free options, you will be responsible for the return cost. Please keep in mind that if you decide to return the articles to us postage due, we will be authorised to charge you for any costs that we incur.

After examining the product we will notify you if you are entitled to the refund of the amounts paid. Transport expenses will only be refunded when the right to withdrawal is exercised within the legal term and all products in the order in question are returned. The refund will be completed as soon as possible and, in any case, within 14 days from the date you notify us of your intention to withdraw. However, we may withhold the refund until we receive the goods, or until you have presented proof of their return, whichever condition is met first. The refund will always be made using the same method of payment you used to pay for the purchase, unless you present a gift receipt for your return. In such cases you shall be reimbursed with an Uterqüe gift card issued by UTERQÜE ESPAÑA S.A.

You will assume the cost and risk of returning the products to use, as specified above.

If you have any doubts please contact us using our contact form or by calling 900 456 001.

15.4 Returns in the Canary Islands, Ceuta and Melilla

If you want to exchange or return a product that was delivered to the Canary Islands, Ceuta or Melilla, you may do so by going in person to any UTERQÜE shop, in accordance with this clause. If you are not able to do this, you must contact us by ringing 900 456 001 to arrange collection of the product with us or any of our representatives by courier or by return at your own expense.

15.5 Returns of defective products

In cases in which you consider that, at the moment of delivery, the product is not as stipulated in the Contract, you must contact us immediately on our contact form , providing details of the product and the damage sustained, or by ringing us on 900 456 001, where we will indicate what you need to do.

You may return the product at any of our UTERQÜE shops in Spain or by handing it over to the courier that we will send to your home.

We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be refunded or replaced (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 30 days from the date on which we send you an email confirming the that refund or replacement of the product is going ahead.

The amounts paid for any products returned due to any damage or defect, where applicable, will be reimbursed in full, including delivery charges incurred as a result of sending the article to you. The refund shall be paid by the same payment means you used to pay from the purchase unless you present a gift receipt for your return. In such cases you shall be reimbursed with an Uterqüe gift card issued by UTERQÜE ESPAÑA S.A.

This clause does not affect your statutory rights.

16. LIABILITY AND DISCLAIMER

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

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

- i. In case of death or personal injury caused by our negligence;
- ii. In case of fraud or fraudulent misrepresentation; or
- iii. In any situations in which it would be illegal to exclude, limit or attempt to exclude or limit our liability.

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

- i. loss of income or revenues;
- ii. loss of business;
- iii. loss of profit or loss of contracts;
- iv. loss of anticipated savings;
- v. loss of data; and
- vi. waste of management or office time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

All product descriptions, information and materials included in the website are provided "as specified" and with no express or implicit guarantees except as legally established. In this sense, if you contract as a consumer or user, we are obliged to deliver items according to the Contract and we are liable to you for any nonconformity at the time of delivering the product. The products are understood to comply with the Contract provided that (i) they comply with our description and have the qualities presented on this website, (ii) are suitable for the uses for which products of the same type are intended and (iii) they have the usual quality and features that can be reasonably expected from a product of the same type.

To the extent permitted by law, we exclude all guarantees except those that may not be legally excluded for consumers and users.

The products we sell, particularly crafts, often feature the characteristics of the natural materials used to manufacture them. These characteristics, such as variations in the grain, texture, knots and colour, shall not be considered defects or faults. Instead you must consider their presence and appreciate them. We only select products of the highest quality, but natural characteristics are inevitable and must be accepted as part of the individual appearance of the product.

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

17. INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may use said material only to the extent that we or the

usage licensors authorise it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause may be considered an infraction defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorisation to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

19. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

20. WRITTEN COMMUNICATIONS

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognised by law.

21. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 19 above and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be

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

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and heirs.

You may not transmit, assign, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same in your favour or for you, without having obtained our written consent in advance.

We may transmit, assign, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same in our favour or for us, at any time during the life of the Contract. To avoid any doubt, said transmissions, assignments, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

23. EVENTS BEYOND OUR CONTROL

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

Situations of Force Majeure shall include any act, event, failure to exercise, omission or accident that is reasonably out of our control and shall include especially (without limitation) the following:

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

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

24. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not

constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

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

25. SEVERABILITY

Should any of these Conditions or any provision of a Contract be declared null and void by final resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

26. ENTIRE AGREEMENT

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without relying on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

27. OUR RIGHT TO MODIFY THESE CONDITIONS

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

You are subject to the policies and Conditions in force at the moment in which you use this website or place each order, except when by law or decision of governmental bodies we must make changes retroactively to said policies, Conditions or Privacy Statement, in which case the possible changes will also affect orders previously made by you.

28. APPLICABLE LEGISLATION AND JURISDICTION

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

Any dispute that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts.

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognised in any applicable legislation in effect.

29. COMMENTS AND SUGGESTIONS

We appreciate your comments and suggestions. Please send us these comments and suggestions using our contact form.

We also have official complaint forms available to consumers and users. You can request them by calling 900 456 001 or via our contact form.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact@uterque.com in order to seek an out-of-court settlement.

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 the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address [//ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

ANNEX

You can download a copy of the waiver form from the following link: [form](#)

Last update: December 2, 2019