

PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (together with the documents mentioned herein) sets forth the terms and conditions governing the use of this website (www.uterque.com) and the purchase of products through it (hereinafter referred to as the "Conditions").

We urge you to carefully read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, referred to as the "Data Protection Policies") before using this website. By using this website or placing an order through it, you agree to abide by the Conditions and Data Protection Policies, so if you do not agree with the Conditions and the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the conditions applicable at the time of use of this website or at the time of entering into the Contract (as defined below) shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by filling up the contact form available on this website.

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 web page is carried out under the trade name "UTERQÛE" by ITX Luxembourg S.A., a company incorporated under Luxembourg law, registered with trade register under n° B196834, with VAT n° LU 277 54 139 and with registered offices at Centre Commercial 'Cloche d'Or', (bte 105), n° 25, Boulevard F.W. Raiffeisen, 2411 Luxembourg (Grand Duchy of Luxembourg).

You can contact us at:

Tel: 0 800 26 510

Email: contact@uterque.com

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

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

4. USE OF OUR WEBSITE

By using this website and placing orders through it, you agree to:

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

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

By placing an order through this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in Luxembourg only.

If you wish to order products from another EU member state outside of Luxembourg via this website you are of course welcome to do so; however, the ordered products can only be delivered to a delivery address within Luxembourg.

6. ENTERING INTO 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 on the button "Authorise Payment". After doing so, you will receive an e-mail acknowledging receipt of your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted, since it constitutes an offer that you are submitting to us to buy one or more products. All orders are subject to our approval, which you will be informed of via an e-mail confirming that the order is being sent (the "Shipment Confirmation"). The contract for the purpose of purchase of a product (the "Contract") shall be entered into by the parties only upon the sending of the Shipment Confirmation.

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

7. PRODUCTS' AVAILABILITY

All product orders are subject to availability of the same. Along this line, we shall inform you in the event of product supply issues or if the product is no longer in stock and we reserve the right to inform you on the possibility to order a substitute product of the same or higher quality or value. If you do not wish to order such substitute product, we will reimburse you any amount that you may have paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website, for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

9. DELIVERY

Subject to clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Shipment Confirmation prior to the date indicated on it or, if no delivery date is specified, within 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.

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 either continue with the purchase, setting a new delivery date, or cancel your order with full reimbursement of the amount paid. Please note that in any case we do not make home deliveries on Saturdays, Sundays or bank holidays.

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 designated by you, acquires physical possession of the goods, which will be evidenced by the signing of the order's receipt at the agreed delivery address.

10. INABILITY TO DELIVER

In the event of inability for us to deliver your order, 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 inform you in writing as to 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 urge you to contact us to organize the delivery at a later date.

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 thus terminated. As a result of the termination of the Contract, 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 least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days from the date on which we deem this Contract to have been terminated.

Please keep in mind that transport resulting from the termination of the Contract may have an additional cost which we will be entitled to pass on you.

11. RISK AND PRODUCTS' OWNERSHIP TRANSFER

The product risks shall be under your responsibility from the time of delivery as defined in clause 9 above.

You will acquire ownership of the products once 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 such delivery was to take place at a later date.

12. PRICE AND PAYMENT

The price of the products will be the price as stipulated at all times on our website at any given moment, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on this website are accurate, errors may occur. If we detect 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 either 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 Shipment 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 displayed on our website include VAT but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide (see Delivery section).

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

Once you have selected all articles that you wish to purchase, these ones will be added to your shopping basket and the next step will be to process the order and make the 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.

You may use, as payment method, the cards Visa, Mastercard, American Express and Paypal.

To minimise the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

By clicking on "Authorise Payment", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorisation by the card issuing entity, but if the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver the products, and we will be unable to enter into a Contract with you.

Please be informed that Fashion Retail, S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981 will collect and make refunds on behalf of ITX Luxembourg, S.A. in relation to all payments made through this online platform.

13. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the web page. 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. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website. 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 may do so 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 the following information being saved: card number and expiry date as well as the card holder name exactly as it appears on the card.

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

By agreeing to use Express Checkout, you authorise that purchases costs paid through the tool be charged to the respective card linked to the tool. Either way, card usage shall be governed by the terms agreed between you and the card issuer in all cases.

You may save card information in "Express Checkout" for as many cards as you like. To do so you must make at least one payment with each of them. If you wish to save card information 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 webpage. To use Express Checkout, you only have to 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 the Express Checkout service.

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

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

15. VALUE ADDED TAX

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

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

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

As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT exempt as provided under article 146 of the above referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

16. RETURN POLICY

16.1 Legal right of withdrawal

Right of withdrawal

As a consumer, you have the right to withdraw from the Contract (except those products mentioned in clause 16.3 below, for which the right to cancel is excluded) within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier designated by you acquires physical possession of the good or, in case of multiple goods forming one order but delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier designated by you acquires physical possession of the last good.

To exercise the right of withdrawal, you may notify ITX Luxembourg S.A., operating under the trading name "UTERQÛE" of your decision to withdraw from this Contract by an unequivocal statement sent at the

following address: Avda. de la Diputación, edificio INDITEX, 15142 Arteixo, A Coruña (Spain), by calling us at 0 800 26 510, by sending an email to contact@uterque.com or by or by filling up the contact form available on our website. You may use the model withdrawal form as set out in Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery to the original delivery place in Luxembourg (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract.

We will carry out such reimbursement using the same means of payment that you used for the initial transaction unless if you agree expressly to another means of payment. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall either send the goods back to MRTLOGISTICS/UTERQÛE, Carrer del Coll s/n, Pol. Ind. Santa Ana, 08272-Sant Fruitos de Bagés (Spain), together with the ticket sent in the parcel or return them by a free Courier arranged by us. You shall return the goods without undue delay and in any event not later than 14 days from the day on which you communicate your decision to withdraw from the Contract. The deadline is met if you send back the goods before the period of 14 days has expired.

Unless you return the goods by Courier arranged by us, you shall bear the direct cost of returning the goods.

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

16.2 Contractual right of withdrawal

In addition to the legally recognised right to withdraw from the Contract for the consumers, granted in clause 16.1 above, we grant you a contractual period of 30 days from the date of the Shipment Confirmation to return the goods (except those mentioned in clause 16.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said goods. You will be responsible for the direct costs of returning the goods when the return is not carried out by Courier arranged by us.

You may exercise your right of withdrawal in accordance with the provision of clause 16.1 above, however should you inform us about your intention of withdrawing from the Contract after the statutory term for withdrawal has expired, you shall, in any case, return the goods to us within the 30 day term as from the Shipment Confirmation.

16.3 Common provisions

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following goods:

- i. Customized items
- ii. Music CDs/DVDs without their original wrapping

- iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery

Your right to cancel the Contract shall apply exclusively to the goods that are returned in the same conditions in which you received them. No reimbursement will be made if the good has been used more than just opening it, for goods that are not in the same condition as when they were delivered or when they have been damaged, so take care of the good(s) while in your possession. Please return the goods using or including all their original packaging, instructions, and other documents, if any, accompanying them. In any case, you must send the product to be returned together with the ticket which you will have received with the goods.

Upon cancellation, the respective goods shall be returned as follows:

Returns by Courier

When returning the good(s) by Courier arranged by us, you can request it by via “My Account” section of the website or contact us by filling up the contact form available on our website or by telephone at 0 800 26 510 to arrange for the goods to be collected at the original delivery address in Luxembourg..

You should send the good(s) in the same package received by following the directions on the "RETURNS" section of this website. Please remember to attach the ticket sent in the parcel together with the goods to be returned.

This option will not entail any additional cost to you.

You shall assume the cost and risk of returning the good(s) to us, if you have not chosen such free return option.

After examining the returned good(s), we will inform you of whether or not you are entitled 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 goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in any case, within 14 days from the date on which you notified us of your intention to cancel the Contract. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods to us, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

If you have any questions, you can contact us by filling up the contact form available on our website or by calling us at 0 800 26 510.

16.4 Returns of faulty goods

In the cases in which you consider that at the moment of delivery the good is not as stipulated in the Contract, you must immediately contact us either through our contact form, providing the good details and the damage sustained, or by calling us at 0 800 26 510, and we will then indicate what you need to do.

You may return the good(s) to us by sending them – together with the ticket sent in the parcel – at the following address: MRTLOGISTICS/UTERQÛE, Carrer del Coll s/n, Pol. Ind. Santa Ana, 08272-Sant Fruitos de Bagés (Spain) or deliver them to a free Courier that we will send to the original delivery address in Luxembourg.

We will carefully examine the returned goods and will notify you by e-mail within a reasonable period if the good may be refunded or replaced (as appropriate). The refunding or replacement of the good shall take place as soon as possible and in any event within 14 days from the date on which we send you an email confirming that you are entitled to a refund or a replacement of the good in question.

The amounts paid for the goods returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. The refund shall be paid by the same payment means you used to pay from the purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

16.5 Right of withdrawal and return for orders from abroad

If you have ordered products from outside Luxembourg from another EU member state via this website the above clauses 16.1, 16.2 and 16.3 apply with the restrictions that the collection by courier commissioned by us can only be made from the original delivery address within Luxembourg.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 16.4 to which this clause 16.5 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Luxembourg.

17. LIABILITY AND WAIVING LIABILITY

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

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

- i. In case of death or personal harm caused by our negligence;
- ii. In case of fraud or fraudulent deceit; or
- iii. In any case in which it was illegal or unlawful 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 sales;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss of forecast savings;
- v. loss of data; and
- vi. loss of management time or office hours.

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 featured on this website are provided "as is", with no express or implied guarantees on the same, except those legally established. Along this line, if you are contracting as a consumer, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have featured in this website, (ii) are fit for the purposes for which goods of the kind are normally designed and (iii) they meet the quality and performance which are normal in goods of the same type and which can reasonably be expected.

To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favour of consumers.

The products that we sell, especially handcrafted products, often have the characteristics of the natural materials used in manufacturing them. These characteristics, such as variations in grain, texture, knots and

colour, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the peculiar appearance of the product.

The provisions in this clause shall not affect your rights as a consumer nor your right to cancel the Contract.

18. 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.

19. VIRUSES, PIRACY AND OTHER COMPUTER CRIMES

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 hosted 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 shall be considered an infraction as defined under the applicable regulations.

We will report any failure to comply with this regulation to the relevant authorities, and we will co-operate with them to identify 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.

20. 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.

21. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notification 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 comply with the legal requirements of providing it in writing. This condition will not affect your rights as recognised by the law.

22. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 21 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 stamping of 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, stamped and 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 supplied by the recipient.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

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

You may not transfer, assign, levy or dispose in any other way of the Contract or of any of the rights or obligations arising from it, without having obtained our written consent in advance.

We may transfer, assign, levy, subcontract or in any other way dispose of the Contract or of any of the rights or obligations arising from the same, at any time during the validity period of the Contract. For the avoidance of doubt, no transfer, assignments, levies or other disposal as referred to above shall not affect the rights that the law recognize to you as a consumer or cancel, reduce or limit in any way the express and tacit guarantees that we may have granted to you.

24. FORCE MAJEURE

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").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, but not limited to, the following:

- i. Strike, lockout or other forms of industrial agitations.
- 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. Inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- vii. Strike, breakdown or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that in one hand that our contractual obligations shall be suspended as long as the Force Majeure event remains in effect, and on the other hand that our deadline for complying with said obligation shall be extended for a period of time equal to the duration of the Force Majeure event. 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.

25. 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 remedies available to us by virtue of this Contract or of these Conditions shall not constitute a waiver or a limitation of said rights or remedies nor shall exonerate you from fulfilling said obligations.

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

The waiving on our part of any of these Conditions or of the rights or remedies arising from the Contract shall not be effective unless expressly qualified as such and notified to you in accordance with the provisions of the Notifications section above.

26. PARTIAL INVALIDITY

Should any of these Conditions or any provision of a Contract be declared null and void by irrevocable decision from a competent authority, the remaining terms and conditions shall remain in force without being affected by said decision.

27. ENTIRE AGREEMENT

These Conditions and any document referred thereto in the same constitute the entire agreement between you and us with regard to its the purpose and replace any previous agreement commitment or deal entered into by you and us whether verbally or in writing.

By entering into the Contract, you and ourselves acknowledge that none of us rely on any declaration or promise made by the other party or resulting from any written or verbal statement made during the negotiations entered into by us prior to entering into the Contract, except those expressly mentioned in these Conditions.

Both you and ourselves waive the right to exercise any remedy regarding any untrue statement made by the other party, whether verbally or in writing, prior to the date of entering into the Contract (unless said untrue statement was made fraudulently) and the only remedy available to the other party shall be the termination of the Contract as provided for in these Conditions.

28. OUR RIGHT TO AMEND THESE CONDITIONS

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

You are subject to these Conditions and Data Protection Policies in force at the moment you use this website or place an order, except the law or a decision of governmental entities oblige us to retroactively modify them, in which case the possible changes will also affect orders previously placed by you.

29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the purchase contracts for products entered into through this website shall be governed by Luxembourg law.

Any dispute that arises from or related to the use of the website or to the Contract shall be subject to the jurisdiction of the Luxembourg courts.

30. COMMENTS AND FEEDBACK

Your comments and suggestions are always welcome. Please send them through our contact form available on our website.

If you as a purchaser consider that your rights have been breached, you may address your complaints to us via an email to contact@uterque.com with a view 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 an out-of-court settlement through the platform for the online dispute resolution accessible at the Internet address [//ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

You may also contact the:

National Service of the Mediator of Consumption
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice
L-1841 Luxembourg
Tel. +352 46 13 11
Fax + 352 46 36 03
info@mediateurconsommation.lu

Last updated on 01/05/2021

ANNEX

You can download a copy of the waiver form from the following link: form

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To ITX Luxembourg S.A., operating under the trade name, operating under the trading name UTERQÜE at Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), Spain

Telephone number: 0 800 26 510

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

Ordered on/received on (*):

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date

(*) Delete as appropriate