

## **GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website ([www.uterque.com](http://www.uterque.com)) and the purchase of products on it based on the purchase contract concluded between us and you through this website (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 using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of concluding of the relevant Contract (as defined further on) shall be those that apply and these constitute the inseparable part of the Contract.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the email address [contact@uterque.com](mailto:contact@uterque.com).

The Contract (as defined below) may be executed, at your choice, 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 Fashion Retail, S.A., a Spanish company with registered address at Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), with e-mail address [contact@uterque.com](mailto:contact@uterque.com), with telephone number for identification purposes only 0034 937667677, registered in the Mercantile Registry of A Coruña, in Volume 3,425, General Section, Page 49, Sheet C47,731, entry 1, with Tax Number SK4120031564.

Supervisory authority:

Slovenská obchodná inšpekcia  
Inšpektorát SOI pre Bratislavský kraj  
Prievozská 322, P.O.Box 5, 820 07 Bratislava 27  
Odbor technickej kontroly výrobkov a ochrany spotrebiteľa a právny odbor<sup>1</sup>

### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

The information or personal details that you provide us shall be processed fully 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, complete and correspond to reality. You bear the full responsibility for providing us with true, complete and real personal data under respective legal regulations.

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<sup>1</sup> In case that purchase of grocery or cosmetics is permitted, further authorities have to be added.

#### **4. USE OF OUR WEBSITE**

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

- i. Use this website to make enquiries and legally valid 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 authorized to cancel it and inform the competent authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully, completely 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 and fully accept the Conditions. Moreover you declare and confirm that before placing an order we sufficiently inform you about acts necessary for conclusion of the purchase contract by describing them in these Conditions located at the respective subpage of the website, the purchase contract will not be stored in electronic version and that the language offered for the conclusion of the purchase contract is the Slovak language.

#### **5. SERVICE AVAILABILITY**

Delivery service for the articles offered on this website is available in Slovakia only.

#### **6. FORMALISING THE CONTRACT**

To place an order, you must follow the online purchasing procedure and click on "Order with payment obligation". Beware that by placing an order you are obliged to pay for your order. After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Delivery Confirmation"). The contract between the Parties to buy a product (the "Contract") is concluded only when we send you the Order Confirmation<sup>2</sup>.

#### **7. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability. 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 or provide you with the option to withdraw from the Contract (cancellation of order) via an email. If you do not wish to order the substitute products and perform the withdrawal of the Contract or cancel the

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<sup>2</sup> According to Slovak law the seller is obliged to send at the delivery of goods at latest the confirmation on conclusion of the purchase contract on durable medium, i.e. on paper, email USB, CD, DVD, memory card etc. Such confirmation has to include all information set forth in these Conditions provided they were not provided by the seller to the customer on durable medium before the conclusion of the contract. You could met this requirement by uploading all such information and attached it in writing to the respective delivery. Further it is recommended to fill in that the Delivery Confirmation shall consist of the name and specification of goods, estimated delivery date, place of delivery, price, conditions, manners and date of the delivery, identification of the seller or any other necessary data.

order, we will reimburse any amount that you may have paid within the period of 14 days as of the delivery of an email. Provided you do not withdraw from the Contract or cancel the order or accept the substitute product within the reasonable period of time we are entitled to withdraw from the Contract and to reimburse you any amount that you may have paid within the period of 14 days as of the delivery of our withdrawal from the Contract to you.

## **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. 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, or 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<sup>3</sup>**

Notwithstanding Clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavor 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. We are entitled to deliver the order before lapsing of time for the delivery agreed in the Contract or determined in these Conditions.

Nonetheless, there may be delays for reasons such as 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 continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid within the period of 14 days as of the cancellation. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or state holidays.

For the purpose of these Conditions, the "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. Please note a third person authorized by you to take over the order has to provide us with the copy of Delivery Confirmation.

You are obliged to examine the order as soon as its delivery at the presence of our representative. In case of any defects our representative gives you the option to establish the report on scope and character of the defect correctness of which shall be confirmed by our representative. Based on the above mentioned you are entitled to dismiss the order with defects or to confirm taking order with

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defects over and subsequently to follow our Complaint policy incorporated in these Conditions. In case of dismissal of taking order with defect over all expenses for returning the order shall be borne by us<sup>4</sup>.

- Type of deliveries and costs:

PAIS	TYPE OF DELIVERY	COST
ESLOVAQUIA	Express	11,95 €
	Standard	5,37 €

## 10. INABILITY TO DELIVER

If it is impossible 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 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 organize 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 Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract for reasons not attributable to us may have an additional cost which we will be entitled to fully pass on to you.

## 11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above or in case taking over of order is not performed in time the transmission on risk on the order is effective as of time when we allow you to dispose with the order and you or third party authorized by you will not take over it.

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<sup>4</sup> The obligation to examine the order without undue delay is the obligation of the consumer under Slovak law and relates to the liability of the seller for defects of the goods existing at the time of its taking over and also with the obligation of the consumer to submit the information on defects to the seller without undue delay. The term in front of our representative was meant in front of courier. Nevertheless this mention is not strictly necessary to comply with Slovak law and could be deleted from terms and conditions.

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

## **12. PRICE AND PAYMENT CONDITIONS**

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 website are correct, 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 via email or in writing. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full within the period of 14 days as of the cancellation.

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 recognized by you as an incorrect price.

The prices on the website include VAT, but exclude delivery and postage charges, which are added to the total price as indicated in our Shopping Guide (see the section on Delivery Charges).

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, they will be added to your basket. 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, indicating 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 following cards: Visa, Mastercard, American Express, Visa Electron, PayPal and Employees Card.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request 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.

When you click "Order with payment obligation", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

You are entitled to change already selected payment method only based on our mutual agreement.

### **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 continuing as a non-registered user.

### **14. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the website are subject to Value Added Tax (VAT).

In this regard and pursuant to Chapter I of Title V of 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 where items shall be delivered and applicable VAT shall be at the prevailing rate in each Member State where items 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 items 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.

### **15. EXCHANGE/RETURN POLICY**

#### **15.1 Statutory right of withdrawal**

##### Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, 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 and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at UTERQÜE, through section "My account" or "Returns" of the website; by sending an email to [contact@uterque.com](mailto:contact@uterque.com) or by writing to our contact form of your decision to withdraw from this contract by an unequivocal statement (example: a letter sent by post or email). You may use the model withdrawal form as set out in the 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 or if the withdrawal is sent at the last day of the withdrawal period at the latest.

### Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you, including delivery and postage charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which the withdrawal of this Contract has been delivered to us. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, if not agreed otherwise between us. In any event, you will not incur any charges 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.

Upon cancellation, the respective products shall be returned by Courier. When returning the product(s) by Courier arranged by us, you should contact us through the section "My account" or "Returns" of the website; by sending us an email to [contact@uterque.com](mailto:contact@uterque.com) or by writing to our contact form to arrange for the product to be collected at your home. You should send the product in its original packaging, if possible, and follow the directions on the "RETURNS" section of this website. If you have bought any goods as a guest, you may request returns by Courier by sending us an email to [contact@uterque.com](mailto:contact@uterque.com).

This option does not require you to pay additional costs.

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

### **15.2 Contractual right of withdrawal**

In addition to the statutory right to withdraw for consumers, mentioned in Clause 15.1 above, we grant you a period of 30 days from the date of delivery of the products to return the products (except those mentioned in Clause 15.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed with the amount paid for said products. Delivery and postage charges will not be reimbursed.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 15.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Delivery Confirmation.

### **15.3 Common provisions**

You are entitled to withdraw from the Contract before the commencement of passing the period for the withdrawal.

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

- i. Customised items (items manufactured according to particular requirements, tailor made items or items determined particularly for one consumer)
- ii. Music CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the receipt that you received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order.

Upon cancellation, the respective products shall be returned by Courier. When returning the product(s) by Courier arranged by us, you should contact us through the section "My account" or "Returns" of the website; by sending us an email to [contact@uterque.com](mailto:contact@uterque.com) or by writing to our contact form to arrange for the product to be collected at your home. You should send the product in its original packaging, if possible, and follow the directions on the "RETURNS" section of this website. If you have bought any goods as a guest, you may request returns by Courier by sending us an email to [contact@uterque.com](mailto:contact@uterque.com).

This option does not require you to pay additional costs.

You can return the product directly to the address outlined on the receipt received on delivery of the product. We ask you to return the product without delay, together with the receipt to the address outlined on the receipt. The costs incurred in the return of the product are payable by you.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery and postage charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding 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. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risks of returning the products to us, as indicated above.

If you have any questions, you can contact us on our contact form or sending an email to [contact@uterque.com](mailto:contact@uterque.com).

## **16. Complaint policy**

We shall be liable for defects that the order has at the moment when it was taken over by us. In case of used order, we shall not be liable for defects arisen due to the use or wear. In case of order sold for a lower price, we shall not be liable for the defect due to that the lower price was agreed on.

If your complaint is lodged in time the procedure is as follows:

If the defect can be removed, you shall have the right to a free, timely and due removing of the defect. We must remove the defect without undue delay.

You may demand exchange of the order instead of removing the defect; if the defect concerns only a component of the order, you may demand an exchange of the component, if no disproportionate costs arise for us in comparison to the price of the order or the importance of the order.

We may always exchange the defective order for a faultless one instead of removing the defect if such does not cause you serious difficulties.

If the defect cannot be removed and prevents a proper use of the order as a faultless order, you has the right to an exchange of the order or to withdraw from the Contract. The same rights shall belong to us if the defects can be removed but you cannot use the order properly due to a repeated occurrence of the defect after the repair or due to a larger number of defects.

In case of other irremovable defects, you shall be entitled to an adequate discount from the price of the order.

We instructed you by your rights arising from the Articles 622 and 623 of the Civil Code stated above by placing these Conditions at respective subpage of the website and you had the option to acquaint with before sending the order.

We are liable for the defects of the order under the Slovak law and you are obliged to lodge the complaint to us.

The valid Complaint policy is applicable for complaint procedure incorporated in these Conditions. You have been duly acquainted with the Complaint policy, with conditions and method of the complaint of the order in compliance with the Article 18, Sec. 1 of the Act No. 250/2007 Coll. on protection of consumer as amended before conclusion of the Contract by placing these Conditions at respective subpage of the website and you had the option to acquaint with before sending the order.

The Complaint policy applies solely to the order bought by you through this website.

If the order has defect you can lodge the complaint at the complaint department at any UTERQÛE shop Slovakia or giving it to the courier that we send to your home along with the notification on complaint, for instance that is placed on our website. We recommend you to insure the order. The notification on complaint must include the description of the defect and declaration which right described in the Articles 622 and 623 of the Civil Code you exercise.

The complaint procedure shall commence as of the day the notification on complaint and the order with defect is delivered to us.

We shall provide you with the Confirmation on complaint via email or in writing including the date of the complaint, the type of the order, complained defects of the order when and where the order was purchased and repeatedly instruct you on your rights arising from Articles 622 and 623 of the Civil Code above placed in these Conditions. We are obliged to provide you with the Confirmation on complaint immediately, if you send us the notification on complaint via email. If the immediate delivery of the Confirmation is not possible we shall deliver it to you without undue delay, at latest along with the Evidence on outcome of the complaint.

You are entitled to decide which rights pursuant to Articles 622 and 623 of the Civil Code above you exercise and simultaneously deliver us the information about your decision without undue delay. Based on your decision we are obliged to determine the method of the outcome of the complaint according to the Article 2, Lit. m) of the Act No. 250/2007 Coll. on protection of consumer as amended immediately, in more complicated matters within the period of 3 days as of the commencement of the complaint procedure, in reasoned cases within the period of 30 days as of the commencement of the complaint procedure. After determination of the method of the outcome of the complaint we process the complaint immediately, in reasoned cases we are entitled to process the complaint later on. Nevertheless, the outcome of the complaint must not last more than 30 days as of lodging of the complaint.

After expiration of the period for the outcome of the complaint you are entitled to withdraw from the Contract or exchange of the order with new order.

If you lodge your complaint within the period of 12 months as of the conclusion of the Contract we are entitled to outcome of the complaint by its dismissal solely on the basis of the statement of the expert or authorized person. Regardless of the outcome of the expert's assessment all expenses are borne by us.

If you lodge your complaint after the period of 12 months as of the conclusion of the Contract and we dismissed it we are obliged to determine the person in the Evidence on the outcome of the complaint to whom you are entitled to send the order for the expert's assessment. Regardless of the outcome of the expert's assessment all expenses are borne by us. If our liability for the defect of the order is proved by expert's assessment you are entitled to lodge your complaint again. In the course of expert's assessment the warranty period is not lasting. We are obliged to reimburse you with all expensed related to the expert's assessment within the period of 14 days as of the repeated lodging of the complaint. Repeatedly lodged complaint is not possible to dismiss again.

We are not liable for defects of the order caused by yourself or if you have been expressly warned by us that the order has defects or you should know about defects of the order taking into account circumstances of the Contract. Moreover, we are not liable for defects if apparent defect of the order

that could be founded by you while examination of the order after the delivery and not notified us under the Complaint policy or if you do not lodge your complaint until the expiration of the warranty period or if the defect was caused by mechanical damage by you or third person.

We are obliged to outcome the complaint and close the complaint procedure by one of the following methods:

- (i) Handing repaired order over;
- (ii) Exchange of the order;
- (iii) Reimbursement of the purchase price;
- (iv) Reimbursement of adequate sale from the purchase price;
- (v) Written request for taking the fulfillment of determined by us over;
- (vi) Reasoned dismissal of the complaint.

We are obliged to provide you with the written Evidence on method of outcome of the complaint and outcome of the complaint within the period of 30 days as of lodging of the complaint at latest in person or by courier. You will be informed about the outcome of the complaint via email or phone without undue delay as of the closure of the complaint procedure. We will provide you with the written Evidence on outcome of the complaint along with the delivery of the order.

The warranty period is 24 months as of the delivery of the order, if not stated otherwise for particular cases.

The warranty period is prolonged for the period during which you did not use the order because of warranty repair of the order.

In case of exchange of the order we shall provide you with the evidence stipulated the information on the exchange of the order and prospective further complaints shall be lodged based on the Contract and such evidence. In case of the exchange of the order new warranty period commences to last for the new order.

The outcome of the complaint solely applies to defects indicated in the notification on complaint and in the Confirmation.

Please beware that the Complaint procedure only applies if you act as a consumer.

We are obliged to provide you with the warranty letter if you require or if its issuance is required due to the character of the order. The warranty letter must include the identification of the seller, the content, scope and conditions of the warranty.

## **17. INTELLECTUAL PROPERTY**

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the license for their use. You may use said material only to the extent that we or the usage licensors authorize expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details, in compliance with its purpose and good manners.

## **18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, 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 undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service. You are not entitled to use the website for sending of spam or chain message and to create false messages in order to false the identity of other customers.

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 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, authorization to use this website shall be suspended immediately. We shall not be held liable for any direct or indirect damage or harm or loss of profit 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. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

## **20. WRITTEN COMMUNICATION**

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 email or we will provide you with the 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 statutory rights.

## **21. NOTIFICATIONS**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email 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; 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 for both Parties, as well as for our respective successors, transferees and heirs. You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, 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 warranties 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").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, 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. 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, 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 formalized and notified to you in accordance with the provisions of the Notifications section above.

## **25. PARTIAL ANNULMENT**

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

## **26. ENTIRE CONTRACT**

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

The Parties acknowledge that we have agreed to enter into the Contract without depending 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 Party 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). 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. Any modification of Conditions must not violate or limit your right arising from the Contract performed before entering of such modifications into validity. Modifications shall become effective as of the day of their publication on website. If you do not agree with amended Conditions you are entitled to cancel your Account, otherwise we assume you agree.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order.

## **28. APPLICABLE LEGISLATION AND JURISDICTION**

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

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Slovak 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 this area.

The relationships not stipulated in these Conditions are governed by the respective provisions of legal regulations valid and effective in the territory of the Slovak Republic.

## **29. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Moreover, there are official claim forms available to consumers and users. Those can be requested by sending an email to [contact@uterque.com](mailto:contact@uterque.com) or through the contact form.

### **ANNEX**

Model withdrawal form

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

Address: To Fashion Retail, S.A., operating under the trading name of UTERQÛE, Ecommerce Tordera Logística (UTQ.COM); POLÍGONO INDITEX, Ctra. Local Tordera a Palafoles, PK 0.6, 08490 Tordera, Barcelona, Spain and email address [contact@uterque.com](mailto:contact@uterque.com)

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:

Bank account Number for returning the payment:

Signature of consumer (only for paper forms):

Date:

(\* ) Delete as appropriate