

PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (hereinafter referred to as the "Conditions"), 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"). By "website" – in the scope of these Conditions – shall be understood also Uterqüe application to which the Conditions are also applicable. Therefore, if you purchase products via said application, the Conditions apply in the same manner as to the website www.uterque.com

Please read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. The **User** should accept the General Terms and Conditions (GTC) before placing an order. After accepting these GTC, they will become binding for the order being placed.

These Conditions may be modified, however new amendments will not have any impact on the conditions applying to the orders already placed. It is very important for you to read the Conditions and the Data Protection Policies every time the order is placed. If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form available on the website.

The contract between us to purchase a product via this website is hereinafter a "**Contract**".

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

All provisions of the General Terms and Conditions, relating to the "**Consumer**", refer to Users who are natural persons and who are entering into contracts that are:

- not directly linked to their economic activities; or are
- sole traders, where those contracts are directly linked to their economic activities and their content indicates that they are not of a professional nature for those persons.

2. OUR DETAILS

Sale of goods through this website is carried out under the trading name "UTERQÜE" by Uterqüe Polska sp. z o.o. (a limited liability company) with its registered seat in Warsaw, 5 Mysia Street, zip code 00-496, Warsaw, entered into the registry of entrepreneurs maintained by the District Court for the City of Warsaw in Warsaw, XII KRS Commercial Division, under the number 0000617846, NIP 701-056-41-85; REGON 364019747, with the share capital amounting to 1,500,500.00 PLN (hereinafter referred to as "Uterqüe").

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.

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. In case there is a suspicion the order is unfair, i.e. in case of stolen credit card or in similar case, we will try to contact you to verify our suspicions to reasonable extent, depending on the available contact details, and if the said suspicions are confirmed, we will cancel the order and inform you about it;
- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. 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 conclude contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in Poland only. If you wish to order products from another EU member state outside of Poland via this website, of course you are welcome to do so; however, the ordered products can only be delivered to the Uterque store or a delivery address within Poland.

6. HOW TO PLACE AN ORDER

To place an order on this website (www.uterque.com), you must follow the online purchasing procedure, i.e. add the products you wish to your shopping bag, check out (using your chosen payment method or as a guest customer) and click on "Order with payment obligation".

If, after placing an order, you realize that there is mistake in type, number of items you ordered or in other data, please call us **800 34 11 207** immediately.

Once you have placed your order, you will receive an email confirming receipt of your order (the "Order Confirmation"). The order confirmation email does not signify our acceptance of your order; we are simply confirming that we received your order. Once we have processed your order and prepared it for shipping, we will send you an email stating that we have accepted your order, which will include the shipment details (the "Shipment Confirmation").

The decision to accept your order is in our sole discretion. Because we want to make sure that we have your product available, we won't accept your order until we have prepared your product for shipping. In most cases, this will be within twenty-four hours for items that are in stock. For items that are not in stock, you will receive the Order Acceptance Email when the item becomes available and has been prepared for shipping, which in no event will be later than the "ships" timeframe presented to you at checkout.

Once we send and you receive the Shipment Confirmation, we form the Contract with you. Along with the Shipment Confirmation you will receive the content of these Conditions, which constitute a model contract. You can save and store the Conditions on your PC or other personal devices and play them in the ordinary course of operations. You can also download a file independently in a PDF format from our website:

<https://www.uterque.com/pl/en/#>

Your order is also recorded and stored by our system. The accounting documents confirming the sale contract made via our website are kept for a period of 5 years.

All that remains at that point is for us to deliver the product(s) to you, which is described in point 7 below.

7. DELIVERY

We will deliver products specified in the Shipment Confirmation within the deadline indicated in it or, if the deadline was not specified in the Shipment Confirmation, then in time frame selected when choosing way of delivery, however not later than within **30 days** from the date of conclusion of the Contract. If in some exceptional situations we expect that delay may occur, we will contact you to agree on deadline of delivery or, if you reject the suggested deadline, you can withdraw from the Contract. If the order is cancelled, all money paid will be returned without undue delay.

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 agreed delivery address.

Please remember that the ordered products cannot be delivered to the address of the mailbox. Please also remember that the ordered products cannot be delivered to your address on Saturdays and Sundays. As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

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

8. INABILITY TO DELIVER

If you are default in collecting the order, we will set an additional deadline to deliver it. If the order cannot be delivered within additional deadline, we have the right to cancel it (withdraw from Contract) and the Contract is considered to be terminated. If so, paid amounts of money will be returned without undue delay. This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 7 above.

9. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery. You will take ownership of the products at the moment of delivery.

10. PRICE AND PAYMENT

Prices do not take into account the shipping fee, which is added at the end to the price to be paid by the User and is presented to the User before he/she places an order and which will be taken as an expression of his/her willingness to be bound by a distance contract. Our Shopping Guide contains information about shipping costs.

You expressly authorise us to issue the invoice in electronic format.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders already placed.

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.

You may use, as **payment method**, the cards Visa, Mastercard, American Express, PayPal and P24. Also, you can pay all or part of the price of your purchase with a gift card or a voucher of Uterqüe issued by Uterqüe Polska sp. z o.o.

If you are placing your **order through one of the electronic devices (iPod)** that are available at certain UTERQÜE stores in Poland, you may also pay the price of your order in the cash till, with the possibility to use the following payment methods: cash, the cards: Visa, Mastercard, American Express, IN Card, gift card and voucher. To finalize your order, you have to go to the cash till at the store and pay for the picked products (using one of the above-mentioned payment methods) **within an hour**.

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.

When you click "**Order with payment obligation**", 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, and we will be unable to formalise any Contract with you.

We hereby inform that payments made using cards Visa, Mastercard, American Express, PayPal and P24, gift card and voucher cards are accepted by Spanish company FASHION RETAIL, S.A., with its registered address at: Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, item 1, tax identification number PL5263097755, in favour and on behalf of Uterqüe Polska sp. z o.o., being an affiliate of Fashion Retail, S.A. Fashion Retail, S.A. may refund any payments made through the mentioned channels if necessary.

Uterqüe Polska sp. z o.o. has granted Fashion Retail, S.A. a power of attorney and authorized Fashion Retail, S.A. to accept on behalf of Uterqüe Polska sp. z o.o. any payments for the purchases of products made via this online platform and collected in one of UTERQÜE shops in Poland as well as to refund any payments should such refund be necessary (provided that the payment has been originally collected by Fashion Retail, S.A.). All such payments are treated as if they were made in favour and on behalf of Uterqüe Polska sp. z o.o.

11. 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.

12. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers 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 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.

13. EXCHANGE/RETURN POLICY

13.1. Statutory right of withdrawal

If you are contracting as a Consumer, you have the right to withdraw from the Contract within **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the purchased product, or in case of multiple items in one order delivered separately, after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

To exercise this right of withdrawal, you must notify us of your decision by making a statement to us that you withdraw from the Contract. Providing any reason is not required. To exercise the right of withdrawal, you may notify us at the telephone number **800 34 11 207**, by writing an email to contact.pl@uterque.com or by writing to our contact form. You may use the model withdrawal form as set out in the Annex to these Conditions, but it is not obligatory.

If the Consumer serves a notice of withdrawal from the Contract electronically through the model withdrawal form or sending an email, we will send to such Consumer a confirmation of receipt of the notice of withdrawal on a durable medium (pdf).

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

- i. Customized items;
- ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;
- iii. Goods delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Effects of withdrawal

In case of the statutory right of withdrawal, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of statutory right of withdrawal, if you select one of our return methods, the refund will take place without undue delay, not later than in 14 days from the receipt of your notice of withdrawal. If you decide to return and send the purchased product(s) on your own (i.e. you have not selected methods of returns offered by us), we can withhold the refund until we receive the returned product(s) or a proof that the returned product(s) has been shipped (whatever is earlier).

If you decide to return and send the product(s) on your own (i.e. you have not selected methods of returns offered by us), you should deliver the returned items to us (delivery at the address given in the Model withdrawal form), not later than 14 days from the day on which you communicate your withdrawal from the Contract to us. The deadline is met if you return the product(s) before this 14-day period has expired. Unless you hand the goods over in UTERQÛE store in Poland or 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 handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

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

Returns at any UTERQÛE store:

You may return any product at any UTERQÛE store in the country where your product was delivered (the list of the stores with due sections is present. In such case, you should go to such store and present the product.

When returning the product(s) by courier arranged by us:

You should contact us through our web form or by telephone at **800 34 11 207** to arrange for the product to be collected at your home. If you have bought any goods as a guest, you may request returns by courier by phone, dialing **800 34 11 207**.

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

We recommend returning the products in their original packaging in order to prevent their damage. With the Shipment Confirmation we send you the e-ticket, which is also saved under your account on the website and on the UTERQÛE app. When you return the product, you can present at the store the e-ticket either by showing it in a digital form on your mobile phone or by bringing to the store a print-out of the

e-ticket. However, non-compliance with our recommendation does not impact exercising your statutory rights.

You may also contact us on our contact form or return the product directly to the address shown in the e-mail you will receive from us. You will be responsible for the direct cost of returning the products.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the consumer the costs which we therefore incur.

For orders paid for at the cash till of a physical store, in all cases returns must be carried out at UTERQÛE physical stores. In order to make the reimbursement using the same means of payment you used for the initial transaction, i.e. payment by cash or by card at the cash till of a physical store, we will need respectively to refund you with the cash in person or we will need your card used for the initial transaction. To sum up, **to make a return and refund, we need you to come to the physical store (any UTERQÛE store in Poland) with the products you wish to return (and, if applicable, a card you used for the initial transaction).**

After the statutory period to withdraw lapsed (i.e. 14 days from the receipt of the purchased product), you are entitled to withdraw from the Contract on the basis of contractual right of withdrawal (please see clause 14.2. below).

13.2 Contractual right of withdrawal

In addition to the statutory right of withdrawal for Consumers, referred to in clause 13.1 above, we enable you (whether or not you are a Consumer) returning the purchased product(s) within **30 - day period**, beginning from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the purchased product, or in case of multiple items in one order delivered separately, after 30 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

The right to withdraw from the Contract shall be entitled to you only for products that are returned in the same state or which reduced value does not exceed the minor faults that occurred while using them in a way not extending beyond what is necessary to establish the nature, characteristics and functioning of them.

We reserve the right to reject returns sent or communicated beyond the return period limit, or products which are not in the same condition in which they were received. We will not refund your money if the product does not meet the above requirements.

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

- i. Customized items;
- ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;
- iii. Goods delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Effects of withdrawal

In case of the contractual right of withdrawal, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of the contractual right of withdrawal, if you select one of the free return methods, the refund will take place without undue delay, not later than in 14 days from the receipt of the product.

Delivery costs will be reimbursed when the right of withdrawal is exercised within the contractual 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 all cases, within 14 days from the date on which you notified us of your intention to cancel.

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

Returns at any UTERQÛE store:

You may return any product at any UTERQÛE store in the country where your product was delivered which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present the product.

Returns by courier:

You should contact us through our web form or by telephone at **800 34 11 207** to arrange for the product to be collected at your home. If you have bought any goods as a guest, you may request returns by courier by phone, dialing **800 34 11 207**.

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

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

Please return the products using or including all their original packaging and other items, accompanying the products. We kindly ask you to return the product in a box and close it securely. With the Shipment Confirmation we send you the e-ticket, which is also saved under your account on the website and on the UTERQÛE app. When you return the product, **you have to present at the store the e-ticket** either by showing it in a digital form on your mobile phone or by bringing to the store a print-out of the e-ticket.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the consumer the costs which we therefore incur.

For **orders paid for at the cash till of a physical store**, in all cases returns must be carried out at UTERQÛE physical stores. In order to make the reimbursement using the same means of payment you used for the initial transaction, i.e. payment by cash or by card at the cash till of a physical store, we will need respectively to refund you with the cash in person or we will need your card used for the initial transaction. To sum up, **to make a return and refund, we need you to come to the physical store (any UTERQÛE store in Poland) with the products you wish to return (and, if applicable, a card you used for the initial transaction).**

If you have any questions, you can contact us on our contact form or by calling **800 34 11 207**.

13.3 Returns of defective products (Warranty for defects of product)

If an item bought has a defect, you can file a complaint under Polish Civil Code (Article 556 et seq. of the Civil Code Act of 23 April 1964 (Journal of Laws of 1964., No. 16, pos. 93, as amended). Your claim might be filed on the basis of the warranty for defects.

Consumers are entitled to free repair or replacement, price reduction or refund from the seller in case of defective products. These rights apply to defects which emerged in a period of 2 years from the date of delivery of product(s). These rights are valid for 1 year from the date of the notification of a defect. It is not necessary to present a receipt. You will not be required to present the corresponding receipt.

In the aforementioned period Consumer may, instead of our suggestion to repair the defect, require the exchange for product free from defects or instead of exchanging, require defect removal, unless bringing product into compliance with the Contract in the manner chosen by Consumer is impossible or would require excessive costs in comparison with the method proposed by us. When evaluating these costs, we take into account the value of the product free of defects, the nature and the importance of the defects, but also we take into account disadvantages that consumer would otherwise meet.

We will handle your complaint within 14 days. You can also complain about warranty items (e.g. watches) if such warranty was granted.

In addition –and with regard to complaints made on the basis of the seller's warranty for defects in the product sold- the Consumer has 3 options for filing a complaint.

- Going to UTERQUE store and filing a complaint
- Bridging the product with you,
- By courier, who will collect a parcel from your home.

The amounts paid for the products 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, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

13.4. Right of withdrawal and return for orders from abroad

If you have ordered products from outside Poland from another EU member state via this website the above clauses 13.1 and 13.2. apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Poland.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 13.3 to which this clause 13.4 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Poland.

14. LIABILITY

It is understood that product has defect, if: (i) it fails to have a property, which a thing of that kind should have regarding the purpose stipulated in the Contract or arising from the circumstances or its intended use, (ii) it fails to have a property, about which the seller has assured the buyer, specifically by presenting

to the buyer a sample or a model, (iii) it fails to lend itself to the purpose, which the buyer indicated to the seller at the conclusion of the contract, and the seller failed to make a reservation to such an intended use, and (iv) it was released to the buyer incomplete.

Handcrafted or artisan items sold by us often contain some natural characteristics of the materials used in the process of manufacturing of the completed item. We select only items of the highest quality but natural characteristics are inevitable. These features such as differences in grain, texture, knots and colour may cause some slight differences in the finish of products. Bearing in mind the above, we confirm, however, that nothing in this clause will affect your statutory rights arising out of statutory warranty or your contractual right of withdrawal.

15. 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 unauthorized 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.

16. NOTIFICATIONS

The notifications that you send us may be sent through our contact form or via an e-mail or in written form (a letter).

17. 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.

18. OUR RIGHT TO MODIFY THESE CONDITIONS

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Terms or Privacy Statement. The notifications that you send us may be sent through our contact form or via an e-mail or in written form (a letter).

19. APPLICABLE JURISDICTION

All disputes arising out of use of this website or the Contract or related to them are subject to the jurisdiction of the Polish courts.

20. COMMENTS AND SUGGESTIONS

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

Provisions indicated herein do not exclude your right to turn to any public organization protecting consumers rights, in particular you may turn to relevant consumer ombudsman, Commercial Inspection, Consumers Federation or any other institution protecting consumers rights. In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>

Each complaint should include the name of the Consumer, a description of the objections and their justification, and a specification of the claim. With the exception of complaints submitted on the basis of a guarantee, complaints will be considered immediately but no later than within 30 days from the date of their receipt.

Last updated: December 2020

ANNEX

Model withdrawal form

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

To Uterqüe Polska sp. z o.o., operating under the trading name UTERQÜE, at the following address: RMT Carrer del Coll s/n Pol. Ind. Santa Ana, 08272-Sant Fruitos de Bagés (Barcelona), Spain, or by email to 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

Company**:

Tax Reg. no. NIP**:

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

Date

(*) Delete as appropriate

(**) Delete, if the form is not completed by a natural person, who has concluded a sales contract directly related to his/her business activity and where the content of this contract shows that this person is not of a professional character.