

## **Standard Terms and Conditions Zalando**

Wenn Sie die Darstellung in deutscher Sprache bevorzugen, wählen Sie bitte die deutsche Sprachoption oben in der Kopfzeile der Website oder in den Einstellungen in Ihrem Kundenkonto.

### **Standard Terms and Conditions (T&Cs) for orders placed online at [en.zalando.de](https://en.zalando.de) and [www.zalando-zircle.de](https://www.zalando-zircle.de)**

We would like to familiarise you below with our standard terms and conditions, which govern how we process and settle your purchases.

The [en.zalando.de](https://en.zalando.de) website offers "Zalando merchandise", "Zalando partner merchandise" and "Zalando Zircle merchandise" (also called "pre-owned") for sale. The [www.zalando-zircle.de](https://www.zalando-zircle.de) website offers only Zalando Zircle merchandise for sale.

Zalando merchandise is all merchandise that we offer on [www.zalando.de](https://www.zalando.de), unless we advise that it is Zalando partner merchandise.

Zalando partner merchandise is merchandise that we offer on [en.zalando.de](https://en.zalando.de) and identify as partner merchandise.

Zalando Zircle merchandise is merchandise that we offer on [en.zalando.de](https://en.zalando.de) and [www.zalando-zircle.de](https://www.zalando-zircle.de) and identify as "pre-owned".

#### **1. Formation of contract and delivery of merchandise**

1.1 For orders placed online at [en.zalando.de](https://en.zalando.de) and [www.zalando-zircle.de](https://www.zalando-zircle.de), we enter into German or English language contracts only. You can choose your preferred language by using the language selector in the header of the website or by going to My Account in the mobile App.

1.2 When you order Zalando merchandise and Zalando Zircle merchandise, your contract is with Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, and when you order Zalando partner merchandise, you also have a contract with the respective Zalando partner. Zalando partners are specifically identified on each product details page.

1.3 By clicking on "Buy now", you are placing a binding order for the items in your shopping cart. Once you have submitted your order, we will immediately send you an e-mail confirmation of your order. A binding contract is formed when you receive the order confirmation from us. Please note that items ordered by advanced payment (reserved) will be dispatched as soon as we receive payment of the full purchase price and any shipping costs. We therefore ask you to transfer the purchase price immediately after receiving the order confirmation, but at least within 7 days.

1.4 You consent to the assignment of the seller's claims for payment of the purchase price to third parties, in particular to Zalando Payments GmbH.

1.5 If you select in the checkout to offset the carbon footprint for your order, this is part of the purchase contract. You are informed about the amount of the contribution in the checkout before placing the order.

1.6 Please note that, by way of exception, we are under no obligation to deliver your order if our suppliers fail to deliver stock correctly or on time, despite us having followed proper ordering practice at our end (matching purchase transaction (kongruentes Deckungsgeschäft)). For this exception to apply, we must not be legally responsible for the merchandise being unavailable, and

we must have notified you of the situation without undue delay. In addition, we must not have assumed a procurement risk in relation to the ordered merchandise. If merchandise is unavailable, we will refund any payments made by you without undue delay.

1.7 We do not assume the risk of having to procure ordered merchandise elsewhere (procurement risk). This applies also to orders for generic goods (where only the type and features of the goods are described). We are obliged only to make deliveries from our available stock and from the stock we have ordered from our suppliers. Our stock includes the relevant Zalando partner's stock where Zalando partner merchandise is ordered. We deliver within Germany. Where time periods are expressed in working days, we understand working days to mean all of the days between Monday and Friday inclusive, but not public holidays.

1.8 We inform you about the delivery time on each product detail page as well as before you place an order.

## **2. Prices, shipping costs and express delivery**

2.1 The prices set out in the offer as at the date on which the order is placed shall apply. The stated prices are final prices (totals), in other words they include German value added tax at the applicable statutory rate. The merchandise remains our property or the property of the relevant Zalando partner, as the case may be, until full payment of the purchase price.

2.2 We assume the costs of shipping, except for express deliveries.

2.3 Express delivery is available for certain orders. When placing your order, you will see whether this option is available for your particular order as well as the costs of this option. Merchandise will be delivered within 2 working days at the latest. If the merchandise does not arrive within that delivery period, you will of course receive a refund of the delivery costs.

## **3. Payment**

3.1 We generally accept the following payment methods: cash in advance, credit card, payment on account and payment through Paypal. We reserve the right not to accept certain payment methods for a given order and to refer to other payment methods. Please note that we only accept payments from accounts within the European Union (EU). You are responsible for any costs associated with money transactions.

3.2 In the case of credit card purchases, your card will be charged when we ship your order.

3.3 If you purchase on account, you will be informed about the due date of the purchase price before you place an order in the checkout.

3.4 You consent to receiving invoices and credits solely in electronic form.

## **4. Promotional vouchers and their redemption**

4.1 Promotional vouchers are vouchers that cannot be purchased, but are given out during advertising campaigns and are valid for a certain period of time.

4.2 Promotional vouchers can be redeemed once only in connection with an order, and only within the specified period. Certain brands may be excluded from the promotion. Promotional vouchers may not be used to purchase gift vouchers. Please note that a minimum order value may apply to the use of promotional vouchers.

4.3 The value of the merchandise must equal or exceed the value of the promotional voucher. If the voucher does not cover the value of the merchandise, the difference can be paid using any of the accepted payment methods. The value of promotional vouchers will not be paid out in cash, nor will it accrue interest. Promotional vouchers will not be refunded if all or some of the merchandise is returned.

4.4 Promotional vouchers can only be redeemed before the ordering process is complete. It is not possible to apply vouchers retrospectively. Promotional vouchers may not be transferred to third parties. Unless we have agreed otherwise, it is not possible to combine multiple promotional vouchers.

4.5 If you used a promotional voucher when making your purchase and, as a result of revocation by you, the total value of your order is less than or equal to the value of the promotional voucher, we reserve the right to charge you the original price for the merchandise you retain.

#### **5. Gift vouchers and their redemption**

5.1 Gift vouchers are vouchers that can be purchased. They may only be redeemed to purchase Zalando merchandise and Zalando partner merchandise, not more gift vouchers. If the value of a gift voucher is not enough to cover the order, the difference can be paid using any of the accepted payment methods.

5.2 Gift vouchers can only be redeemed and credits applied prior to completing your order. The value of gift vouchers will not be paid out in cash, nor will it accrue interest. Please go to "My Account" at [www.zalando.de](http://www.zalando.de) in order to redeem gift vouchers and apply them to your customer account or to view your credit balance.

#### **6. Statutory right of revocation in respect of Zalando merchandise**

When you purchase Zalando merchandise you have a statutory right of revocation:

The first thing you should know is that if you decide to return merchandise, you can use the return shipping label enclosed with your order, or it can also be printed out from your customer account page. If you do not have access to a printer, you encounter problems downloading the return shipping label or you require a new return shipping label, you can contact Customer Care to request one (contact details below). Please help us to avoid unnecessary costs by always using the return shipping label when returning merchandise.

##### **Information regarding the right of revocation:**

You have the right to revoke this contract within 14 days without giving any reasons. The period of revocation is 14 days from the day on which you, or a third party designated by you (but who is not the carrier), took possession of the last item of merchandise.

In order to exercise your right of revocation you must notify us (Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, Telefon: 030 20 21 98 00, Telefax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.de](mailto:revocation@zalando.de)) of your decision to revoke the contract by sending us an unequivocal declaration (e.g. a letter sent by post, a fax or an e-mail). If you wish, you may use the attached revocation form, but there is no requirement to do so.

You may also complete and submit the revocation form or other unequivocal declaration online through the contact form on our website. If you submit your notice of revocation online, we will send you a confirmation of receipt without undue delay (e.g. by e-mail). You will be deemed to have

complied with the revocation period if you send your notice of revocation before such period expires.

### **Consequences of revocation**

If you revoke this contract, we are required to refund all payments we received from you, including delivery costs (except any additional costs incurred as a result of you choosing a delivery method other than the lowest-cost standard delivery offered by us), without undue delay and at least within 14 days from the day on which we received your notice of revocation of this contract. Refunds will be processed using the same method of payment which you used for the original transaction, unless expressly agreed otherwise with you. We will not charge you any fees for the refund. We may hold off completing your refund until we have received the merchandise back, or you have supplied us with proof that you have returned the merchandise, whichever occurs earlier.

You are obliged to return or hand over all merchandise to us without undue delay, but at least within 14 days from the day on which you gave us your notice of revocation of this contract.

The above requirement is deemed satisfied if you return the goods before expiry of the 14-day period. We will assume the return shipping costs, provided you use the return shipping label provided by us for shipment from the country in which delivery was made to you, otherwise you will be required to pay the return shipping costs. You are only obliged to cover any depreciation in the value of merchandise if the depreciation is attributable to your improper handling of the merchandise when examining its condition, properties and function.

### **Revocation form**

(If you wish to revoke the contract, please complete this form and return it to us)

Attn: Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, Telefon: 030 20 21 98 00, fax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.de](mailto:revocation@zalando.de):

I/we (\*) hereby revoke the contract concluded by me/us (\*) to purchase the following merchandise (\*):

- ordered on (\*)/received on (\*)
- name of customer(s)
- address of customer(s)
- date

(\*) Delete where applicable

The right of cancellation expires prematurely for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

## **End of notice**

### **7. Statutory right of revocation in respect of Zalando partner merchandise and Zalando Zircle merchandise**

When you purchase Zalando partner merchandise and Zalando Zircle merchandise you have a statutory right of revocation:

The first thing you should know is that if you decide to return merchandise, you can use the return shipping label enclosed with your order. If you require a new return shipping label, you can contact Customer Care to request one (contact details below). Please help us to avoid unnecessary costs by always using the return shipping label when returning merchandise.

#### **Information regarding the right of revocation:**

You have the right to revoke this contract within 14 days without giving any reasons. The period of revocation is 14 days from the day on which you, or a third party designated by you (but who is not the carrier), took possession of the last item of merchandise.

In order to exercise your right of revocation you must notify us (Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, Telefon: 030 20 21 98 00, Telefax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.de](mailto:revocation@zalando.de)) or the relevant Zalando partner of your decision to revoke the contract by sending us an unequivocal declaration (e.g. a letter sent by post, a fax or an e-mail). If you wish, you may use the attached revocation form, but there is no requirement to do so. You will be deemed to have complied with the revocation period if you send your notice of revocation before such period expires.

#### **Consequences of revocation**

If you revoke this contract, we are required to refund all payments we received from you, including delivery costs (except any additional costs incurred as a result of you choosing a delivery method other than the lowest-cost standard delivery offered by us), without undue delay and at least within 14 days from the day on which we or our Zalando partner received your notice of revocation of this contract. Refunds will be processed using the same method of payment which you used for the original transaction, unless expressly agreed otherwise with you; we will not charge you any fees for the refund. We may hold off completing your refund until Zalando Zircle or our Zalando partner have/has received the merchandise back, or you have supplied us with proof that you have returned the merchandise, whichever occurs earlier.

You are obliged to return or hand over all merchandise to the relevant Zalando partner or Zalando Zircle without undue delay, but at least within 14 days from the day on which you gave us your notice of revocation of this contract. You will find a link identifying the Zalando partner or Zalando Zircle and providing their contact information on the web page for each product. You will also find their contact details in the PDF file entitled "Information regarding the right of revocation" attached to the order confirmation we send to you.

The above requirement is deemed satisfied if you return the goods before expiry of the 14-day period. We will assume the return shipping costs, provided you use the return shipping label provided by us for shipment from the country in which delivery was made to you, otherwise you will

be required to pay the return shipping costs. You are only obliged to cover any depreciation in the value of merchandise if the depreciation is attributable to your improper handling of the merchandise when examining its condition, properties and function.

### **Revocation form**

(If you wish to revoke the contract, please complete this form and return it to us)

Attn: Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, Telefon: 030 20 21 98 00, fax: +49 (0)30 2759 46 93, e-mail: revocation@zalando.de:lando partner).

I/we (\*) hereby revoke the contract concluded by me/us (\*) to purchase the following merchandise (\*):

- ordered on (\*)/received on (\*)
- name of customer(s)
- address of customer(s)
- date

(\*) Delete where applicable

The right of cancellation expires prematurely for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

### **End of notice**

#### **8. Option to return merchandise up to 100 days after receipt**

8.1 Without prejudice to your statutory right of revocation, we offer you the option of returning merchandise within 100 days of you receiving them. This return option allows you, even after the 14-day revocation period has expired (see "Information regarding the right of revocation" above), to cancel the contract by returning the merchandise to us, or to our Zalando partner if Zalando partner merchandise is involved, within 100 days of receiving them (this period commences upon your receipt of the merchandise).

8.2 If you are returning Zalando merchandise or Zalando Zircle merchandise, you can use the return shipping label enclosed with your order, or you can print the label out yourself from your customer account page. Please contact Customer Care if you have any problems downloading the return shipping label or you do not have access to a printer.

8.3 If you are returning Zalando partner merchandise, you can use the return shipping label enclosed with your order. Otherwise there is a link to the relevant Zalando partner's contact details on the web page for each product. You will also find their contact details in the PDF file entitled "Information regarding the right of revocation" attached to the order confirmation we send to you.

8.4 Your merchandise will be deemed returned within 100 days if you send it within such time. However, your exercise of this return option is preconditioned upon you having worn/tried on the

merchandise only as you would have in a shop, and upon the merchandise being returned in full in its original condition, intact and undamaged, and in its original packaging. Until the period for exercising the statutory right of revocation expires, the statutory provisions governing this right shall apply exclusively. The option to return merchandise does not limit your statutory warranty rights, to which you remain entitled without qualification. The option to return merchandise does not apply to gift vouchers.

8.5 The voluntary 100 days return right does not exist for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

8.6 Until expiration of the statutory revocation right of revocation the conditions as listed under section 6 and 7 apply exclusively. The statutory warranty rights remain unaffected from the voluntary 100 days return right. The voluntary 100 days right of return is not applicable for the purchase of gift vouchers.

8.7 Please note that the 100 days return right is not applicable for the carbon offsetting contribution, if you selected to offset the carbon footprint for your order. Your statutory right of revocation remains unaltered.

## **9. Refunds**

Any refunds are paid automatically to the account you used for payment. For payments on account and advance payment by funds transfer, the refund will be sent to the account from which the payment was made. If you paid by Paypal/credit card, the refund will be sent to your Paypal/credit card account. If you used a gift voucher for your purchase, we will credit the relevant amount to your gift voucher account.

## **10. Customer Care**

For questions please contact our [customer care team](#).

## **11. Statutory liability for defects and further information**

11.1 The relevant statutory provisions govern our liability for defects.

11.2 **Liability when ordering Zalando-Zircle merchandise:** Please note that when ordering Zalando-Zircle articles, these are used articles. The liability period for defects of Zalando-Zircle merchandise is one year. Liability claims are therefore only valid for defects that occur within one year after delivery of Zalando-Zircle merchandise.

11.3 **Quality conditions of the Zalando Zircle merchandise:** Since Zalando-Zircle merchandise are second-hand goods, usual signs of use, which can be expected due to the used quality of the goods, do not constitute a defect. For such usual signs of use or properties of the goods, which were already evident from the description of the item, no warranty rights exist.

11.4 The offers made available at [www.zalando.de](http://www.zalando.de) can be used by persons of at least 18 years of age.

11.5 Each customer is only entitled to have one customer account with Zalando at any time. We reserve the right to delete multiple registrations.

11.6 These T&Cs can be viewed at [en.zalando.de/zalando-terms](http://en.zalando.de/zalando-terms). You can also print or save this document by selecting the usual commands in your web browser (usually File -> Save as). You can

also download and archive this document as a PDF by [clicking here](#). To open the PDF file, you will need Adobe Reader, which you can download for free at [www.adobe.de](http://www.adobe.de), or a similar PDF viewer.

11.7 You can also easily archive your order details by either downloading the T&Cs and using the appropriate commands in your browser to save the order summary appearing on the last page of the online shop ordering process, or by waiting to receive the automatic order confirmation which we also send to your nominated e-mail address upon completion of your order. The order confirmation e-mail includes your order details and our T&Cs and can be easily printed out or saved with your e-mail programme.

Kind regards,

Zalando SE Valeska-Gert-Str. 5

10243 Berlin

Executive Board: Robert Gentz, David Schneider, Rubin Ritter, James Freeman II, David Schröder

Supervisory Board Chairperson: Cristina Stenbeck Registered with the Local Court (Amtsgericht) of Charlottenburg Berlin, HRB 158855 B VAT ID: DE 260543043

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