

## **Standard Terms and Conditions (T&Cs) for orders placed online at [www.zalando.co.uk](http://www.zalando.co.uk)**

We would like to familiarise you below with our standard terms and conditions, which govern how we process and settle your purchases. The [www.zalando.co.uk](http://www.zalando.co.uk) website offers "Zalando merchandise" and "Zalando partner merchandise" for sale.

Zalando merchandise is all merchandise that we offer on [www.zalando.co.uk](http://www.zalando.co.uk), unless it is identified as Zalando partner merchandise on our website.

Zalando partner merchandise is merchandise that we offer on [www.zalando.co.uk](http://www.zalando.co.uk) and identify as partner merchandise.

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

1.1 For orders placed online at [www.zalando.co.uk](http://www.zalando.co.uk), we enter into English language contracts only. When you order Zalando merchandise, your contract is with Zalando SE, Tamara-Danz-Str. 1, 10243 Berlin, and when you order Zalando partner merchandise, you also enter into a contract with the respective Zalando partner. Zalando partners are specifically identified on each product details page.

1.2 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 acknowledgement of your order. This confirms that we have received your order but is not an acceptance of your offer. A binding contract is formed when the items have been despatched.

1.3 In the event that an item you have ordered is unavailable, we will let you know as soon as we can and, where payment has already been made, make a refund to your payment method without undue delay.

1.4 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. Where we make deliveries of goods from our available stock, the goods provided will be consistent with the order made by you. Our stock includes the relevant Zalando partner's stock where Zalando partner merchandise is ordered. Where time periods are expressed in working days, a working day means all of the days between Monday and Friday inclusive, but not UK public holidays.

1.5 We will inform you about the expected delivery time on each product detail page as well as immediately before you place an order.

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

2.1 All prices on the [Zalando.co.uk](http://www.zalando.co.uk) website are given in Pounds Sterling. Subject to section 2.5 below, the prices given on the website on the date the order is placed shall apply. The stated prices are final prices (totals) and include any applicable delivery charge and value added tax (VAT) at the applicable statutory rate. All items remain 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 deliver within UK only. For orders of £19.90 or above there is no shipping charge. Orders of less than £19.90 shall incur a standard shipping charge of £3.00 including VAT. Shipping costs accrue and are levied by Zalando.

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. Items will be delivered within 2 working days

at the latest. If items do not arrive within that delivery period, you will be entitled to receive a refund of the delivery costs. Please contact us for further information.

2.4 If you decide to return any item ordered in accordance with these terms (see section 6 below and our return policy) we will refund the standard shipping charge for orders of less than £19.90 when the full order is returned. We will not refund any additional cost associated with express delivery.

### **3. Payment**

3.1 We accept the following payment methods: debit and credit card, 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 We reserve the right to charge a fixed late payment fee of £ 5.00 per reminder notice if you default on payment. You have the right to bring evidence to show that the actual damage sustained was substantially less than the fixed fee, or that no damage was sustained at all.

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 issued by Zalando 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. Please check the terms and conditions of any promotional voucher before using it as certain brands may be excluded from the promotion and a minimum order value may apply. Promotional vouchers may not be used to purchase gift vouchers.

4.3 The value of the items ordered must equal or exceed the value of the promotional voucher. No refund or credit will be given for underspend. 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 items you ordered are 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 cannot be transferred to third parties. Unless we have agreed otherwise, it is not possible to combine multiple promotional vouchers.

4.5 If you return items which you bought using a promotional voucher, and, as a result, the total value of your order is less than or equal to the value of the promotional voucher or if you fall below the offer threshold, we will adjust the refund accordingly.

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

5.1 Gift vouchers are vouchers that can be purchased from Zalando.co.uk website. 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 must 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.co.uk](http://www.zalando.co.uk) 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**

Subject to the further terms set out below (including some important exceptions), when you purchase an item from [Zalando.co.uk](http://Zalando.co.uk) 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 statutory right to cancel:**

You have the right to cancel your contract with us within 14 days without giving any reasons. The cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires possession of the last item in your order.

To exercise the statutory right to cancel you must inform us by contacting us in one of the following ways:

By post Zalando SE, Tamara-Danz-Str. 1, 10243 Berlin,

By telephone or fax : telephone: +44 (0) 203 059 8139, telefax: +49 (0)30 2759 46 93,

By e-mail: [revocation@zalando.co.uk](mailto:revocation@zalando.co.uk) (e.g. a letter sent by post, a fax or an e-mail).

By using the attached cancellation form, (you may use this form but you are not obliged to do so).

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **What happens after you have told us you wish to cancel**

If you cancel the contract under the statutory right to cancel , we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel.. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. 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. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You must return the items you no longer want to us without undue delay, and in any event not later than 14 days from the day on which you told us you were cancelling the contract. We will bear the costs of returning the goods 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 returned items if the depreciation is attributable to your improper handling of the returned items when examining their condition, properties and function.

### **Cancellation form**

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

Attn: Zalando SE, Tamara-Danz-Str. 1, 10243 Berlin, telephone: +44 (0) 203 059 8139, fax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.co.uk](mailto:revocation@zalando.co.uk)

I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*):

- ordered on (\*)/received on (\*)
- name of customer(s)
- address of customer(s)
- signature of consumer (s) (only if this form is notified on paper),
- date

(\*) Delete as appropriate

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**

Subject to the further terms set out below (including some important exceptions), when you purchase a Zalando Partner merchandise from [Zalando.co.uk](http://Zalando.co.uk) 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 cancel your contract with us within 14 days without giving any reasons. The cancellation period will expire 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires possession of the last item in your order. To exercise the statutory right to cancel you must inform us by contacting us in one of the following ways:

By post: Zalando SE, Tamara-Danz-Str. 1, 10243 Berlin

By telephone or fax: telephone: +44 (0) 203 059 8139; fax: +49 (0)30 2759 46 93

By Email: [revocation@zalando.co.uk](mailto:revocation@zalando.co.uk) or you inform the relevant Zalando partner of your decision to exercise the statutory right to cancel.

You may use the attached cancellation form but it is not obligatory.

### **Consequences of revocation**

If you cancel the contract under the statutory right to cancel, we shall reimburse to you all payments we received from you, including delivery costs (with the exception of supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we or our Zalando partner are informed about your decision to cancel. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. 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. We may withhold reimbursement until we or our Zalando partner

have/has received the goods back, or you have supplied evidence of having sent back the goods, whichever is the earliest. You must return the items you no longer want to us or to the relevant Zalando partner without undue delay, and in any event not later than 14 days from the day on which you told us you were cancelling the contract. You will find a link identifying the Zalando partner 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. We will bear the costs of returning the goods 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 returned items if the depreciation is attributable to your improper handling of the returned goods when examining their condition, properties and function.

## **Cancellation form**

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

Attn: Zalando SE, Tamara-Danz-Str. 1, 10243 Berlin, telephone: +44 (0) 203 059 8139, fax: +49 (0)30 2759 46 93, e-mail: [service@zalando.de](mailto:service@zalando.de) (or the relevant

I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*):

— ordered on (\*)/received on (\*)

— name of customer(s)

— signature of consumer (s) (only if this form is notified on paper),

— date

— address of customer(s)

— date (\*)

Delete as appropriate

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 to cancel set out above, we offer you the option of returning items ordered from the Zalando.co.uk website within 100 days of you receiving them. This return option allows you to return items to us, even after the 14-day cancellation period has expired (see "Statutory Right to Cancel above).

8.2 If you are returning Zalando 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 returned items will be deemed returned within 100 days if you send it within such time.

8.5 Your exercise of this return option is limited to unworn items that you have worn/tried on only as you would have in a shop. All returned items must be returned in their original condition, intact and undamaged, and in its original packaging. Until the period for exercising the statutory right to cancel expires, the statutory provisions governing returns shall apply exclusively.

8.6 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.

8.7 We do not offer exchanges for returned items. If you wish to purchase a new item, please place a new order.

## **9. Refunds under the voluntary 100 days return right**

Any refunds are paid automatically to the account you used for payment. 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 by clicking [here](#).

## **11. Faulty items**

Please contact us if an item you have purchased from the Zalando website develops a fault. Nothing in these terms shall affect your statutory rights.

## **12. Further Information.**

12.1 These T&Cs can be viewed at <http://www.zalando.co.uk>. 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.

12.2 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.

## **13. Governing Law and Disputes**

These terms are governed by English law. You may bring legal proceedings against Zalando either in Germany or in the courts of your country of residence. If you have a dispute where you have entered into a contract with a Zalando partner you may bring legal proceedings against the Zalando partner in the jurisdiction where the Zalando partner is located or in the courts of your country of residence. In addition, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

## **14. Contact Details**

Zalando SE

Tamara-Danz-Str. 1

10243 Berlin

Executive Board: Robert Gentz, David Schneider, Rubin Ritter

Supervisory Board Chairperson: Lothar Lanz

Registered with the Local Court (Amtsgericht) of Charlottenburg Berlin, HRB 158855 B

VAT ID: DE 260543043

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