

## **1. INTRODUCTION**

These General Terms and Conditions of Sale, as well as the documents mentioned herein, (the "Terms and Conditions") govern the use of this website and the contract entered into between you and us.

You should read these Terms and Conditions carefully before using this website. By using this website or placing an order through it, you agree to abide by these Terms and Conditions. If you do not agree to all these Terms and Conditions, you should not place any orders.

These Terms and Conditions may be modified at any time; you should take note of them before placing an order. The terms and conditions applicable at the time of your visit to the website or at the time of entering into the Contract (as defined below) will automatically apply.

The Contract (as defined below) may be executed in any of the languages in which the Terms and Conditions are available.

## **2. OUR CONTACT DETAILS**

This website is operated under the name ZARA HOME by FASHION RETAIL S.A., a Spanish company registered with the Companies Registry of A Coruña (Spain) in Volume 3,425, General Section, Folio 49, Sheet C-47,731, Entry one. Its registered office is located at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), Spain, and it holds the intra-community VAT number: BE0535.782.468.

You can contact us by:

Tel: 0800 58 055

Email: [info@zarahome.com](mailto:info@zarahome.com)

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

Any information or personal details supplied by you will be processed in accordance with the conditions stipulated in the Privacy Statement. By using this website, you agree to the processing of such information and details and you declare that all information supplied by you is true and accurate.

## **4. USE OF THE WEBSITE**

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

1. Use the website only for making legitimate enquiries or orders.

2. Not place any speculative, false or fraudulent orders. If we have reason to believe that such an order has been placed, we reserve the right to cancel the order and notify the relevant authorities.
3. Provide a correct, accurate email address, postal address and/or any other information that will allow us to contact you, in acknowledgement that we may use such details to contact you where deemed necessary (cf. our Privacy Statement).

If you do not provide all the necessary information, we may be unable to process your order.

By ordering through the website, you declare that you are at least 18 years old and legally capable of entering into a contract.

## **5. SERVICE AVAILABILITY**

The items being sold on this website are only available for delivery within Belgium.

## **6. ENTERING INTO THE CONTRACT**

The information contained in these Terms and Conditions and the details stated on the website constitute an invitation to make an offer and not an offer of sale. No contract in relation to the products will exist between you and the Seller until we have accepted your order (irrespective of whether the order total has been debited from your account or not). If your order is not accepted but the sum has already been debited from your account, you will be fully reimbursed.

To place an order, you will be required to follow the online purchase process and click "Order and Pay" to submit the order. We will send you an email confirming receipt of your order ("Order Confirmation"). Please note that this does not mean your order has been accepted. Your order constitutes an offer on your part to buy one or more products from us. All orders are subject to our acceptance and we will confirm such acceptance by sending you an email confirming that the product has been dispatched ("Dispatch Confirmation"). The contract for the purchase of a product will be entered into by you and us (Contract) only upon the sending of the Dispatch Confirmation. Only the products whose dispatch we have confirmed in the Dispatch Confirmation will be covered by the Contract. We will not be obliged to supply you with any other ordered products where such products have not been confirmed in a separate Dispatch Confirmation.

## **7. PRODUCT AVAILABILITY**

All product orders are subject to the availability of the products. Accordingly, in the event of delivery problems or if the products are no longer in stock, we reserve the right to offer you, by means of prior notice, replacements of an equal or greater quality and value, which you may subsequently order. If you do not wish to order such replacement products, we will refund you the monies already paid.

## **8. REFUSAL OF ORDERS**

We reserve the right to remove, at any time, any product from the website, and/or replace or modify any content or information appearing on the website. Although we will make every effort to respond to submitted orders, there may be exceptional circumstances that require us to refuse to process or accept an order after its receipt and after having sent you an Order Confirmation, we reserve at all times this right of refusal, which is at our sole discretion. Neither you nor any third party shall hold us liable for our decision to remove a product from our website, replace or modify any document or content appearing on the website or our refusal to proceed or accept an order after its receipt or having sent you an Order Confirmation.

## **9. DELIVERY**

Subject to availability (see Article 7 above), we will endeavour to fulfil your order in relation to the products mentioned in the Dispatch Confirmation prior to the delivery date stated on the Dispatch Confirmation or, where no date is stipulated, within 30 days of the date of the Order Confirmation.

Nevertheless, delays may arise due to the customisation of products, unforeseen circumstances or the area of delivery.

With regard to digital gift cards, these will be delivered to you on the date you indicate when placing the order.

If we are unable to meet the delivery date for whatsoever reason, we will notify you and propose either the continuance of the purchase with a new delivery date, or the cancellation of your order with full reimbursement of monies paid. You should bear in mind that no home delivery is carried out on Saturdays and Sundays, except in the case of a digital gift card, which will be delivered on the date you stipulate.

For the purposes of these Terms and Conditions, "delivery" will be deemed performed, or the order will be deemed "delivered", at the time you or a third party designated by you, receives material possession of the products, which will occur upon the signing of the order's acknowledgement of receipt at the agreed delivery address.

The digital gift card will be deemed delivered according to the provisions stipulated in the conditions of use of the gift card, in any event, on the sending date of the email to the address that you have provided us with.

## **10. INABILITY TO DELIVER**

If we are unable to deliver, we will endeavour to find a safe, secure location to leave your package. If we do not find a safe, secure location, your products will be returned to our depot. We will inform you in writing as to where you can locate your package and the options available for a new delivery. If you will not be present at the place of delivery at

the arranged time, you should contact us to arrange a new, mutually convenient date of delivery. Where your order is not delivered within the 30 days of the availability of your order at the place of delivery through no fault of our own, we will consider that you intend to cancel the Contract and it will be considered as such. Following the termination of the Contract, we will fully reimburse the price paid for the products, including delivery costs (except for any additional costs in relation to the chosen delivery method other than the least expensive standard delivery offered), as soon as possible, which, in any event, will be no later than 14 days from the date on which we consider the Contract terminated.

This clause does not apply to the digital gift card, whose delivery is governed by the provisions of the conditions of use of the gift card and clause 9 above.

## **11. RISK AND TITLE**

You shall bear all risks relating to the Products from the moment of delivery. Ownership of the products will transfer to you only when we have received full payment of the monies owed for the product, including delivery costs, i.e. from the date of delivery (as stated in Article 9) if the products have been paid for or on the date of payment if this occurs after delivery.

## **12. PRICE AND PAYMENT**

The price of any product will be the price stated on our website at any given moment, except in the case of obvious errors. Although we make every effort to ensure the prices on the website are accurate, errors may occur. If we discover an error in the price of any products that you have ordered, we will inform you as soon as possible and give you the option of either reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be deemed cancelled and we will provide a full refund if you have already paid for the product.

We are not under any obligation to deliver products at an incorrect (lower) price (even after sending our Dispatch Confirmation) if the error in price is obvious, unmistakable and could have been reasonably identified as such by you.

The prices mentioned on our website include VAT; however, delivery costs are not included and will be added to the total due, in accordance with the stipulations in our delivery price guide.

Prices may change at any time, but changes will not affect those orders for which we have already sent a Dispatch Confirmation, subject to the provisions stating otherwise above.

Upon selection of all items you wish to purchase, they will be added to your basket. The next step involves processing your order and making the payment. To this end, you must follow the different steps in the purchase process by indicating or confirming the information required in each step. During the purchase process, you will still have the

option of changing the details of your order before paying. The purchase process is explained in detail in our shopping guide. Furthermore, if you are registered as a user on our system, all details of the orders that you have placed through our website can be accessed in the "My Account" section.

You can pay by means of Visa, MasterCard and American Express, as well as through PayPal. You can also pay for your purchases, in whole or in part, by means of a Zara Home gift card or voucher, issued by Zara Home Belgique S.A. or Fashion Retail S.A.

The details of your card will be encrypted to reduce the risk of unauthorised usage. Once your order has been placed, we will make a preauthorisation request on your card in order to ensure that you have sufficient funds to complete the transaction.

The total will be debited to your card the moment the ordered products leave our warehouse.

If you pay via PayPal or through a Zara Home gift card or voucher, issued by Zara Home Belgique S.A. or Fashion Retail S.A., you will be debited the moment the Order Confirmation is issued.

By clicking on "Order and Pay", you confirm that the bank card belongs to you or that you are the rightful owner of the gift card or voucher.

Credit cards are subject to validation checks and authorisation from the card issuer. If we do not receive the necessary payment authorisation, we will not be held accountable for any delay or failure in the delivery of the products.

### **13. EXPRESS CHECKOUT**

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in the following card information being saved: card number, card holder name exactly as it appears on the card and card expiry date.

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

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

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase. To make purchases using different details please do not use the Express Checkout service.

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

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

#### **14. BUYING GOODS AS A GUEST**

The functionality of buying goods as a guest is also available on the web page. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

#### **15. VALUE ADDED TAX**

Pursuant to the applicable rules and regulations in force, all purchases made through the website are subject to VAT, except for deliveries direct to customers of the Canary Islands, Ceuta and Melilla. In this regard and in accordance with Title V, Chapter I of Directive 2006/112/EC of 28 November 2006, on the common system of VAT, the place of delivery is deemed to be within the Member State at the address where the items are to be delivered and the VAT applicable will be at the prevailing rate in the Member State where the items are to be delivered according to the purchase orders. Pursuant to the rules and regulations applicable in each country, the rule stipulated in Article 194 of Directive 2006/112/EC may apply to goods supplied in certain Member States of the European Union if the customer is or should be a taxable person for VAT purposes. If such is the case, we will not bill for VAT, subject to confirmation by the recipient of the delivery that the VAT on the delivered items will be paid by the customer according to the procedure mentioned in aforementioned Article 194. In relation to orders to be supplied in the Canary Islands, Ceuta and Melilla, such orders will be exempt from VAT pursuant to Article 146 of the aforementioned Directive and subject to the taxes and custom duties under the applicable rules and regulations.

#### **16. RETURNS POLICY**

## **16.1 Statutory right of cancellation**

### Right of cancellation

As a consumer, you have the right to cancel the Contract within 14 days without having to provide a reason.

The cancellation period expires after 14 days from the date on which you receive, or a third party designated by you (other than the carrier) receives, the items or, in the case of several items forming part of the same order but delivered separately, after 14 days from the date on which you receive, or a third party designated by you (other than the carrier) receives, the last delivered item.

To exercise your right to cancel the Contract, you should notify ZARA HOME of your decision by means of an unequivocal declaration (for example, by post or email) at the following address: FASHION RETAIL S.A. Avda. de la Diputación, Edificio Inditex, 15142 Arteixo, A Coruña, Spain, or by telephone at 0800 58 055, or at the email address [info@zarahome.com](mailto:info@zarahome.com) or even by filling in the contact form provided for this purpose. You can also use the attached cancellation form, although this is not compulsory.

To meet the cancellation deadline, it is sufficient that you inform us of your decision to exercise your right to cancel before said period expires.

### Effects of the cancellation

If you decide to cancel the Contract, we will refund all payments made, including delivery costs (except for any additional costs in relation to the chosen delivery method other than the least expensive standard delivery offered), as soon as possible, which, in any case, will be within 14 days from the date we receive notification of your decision to cancel. We will refund the money via the same payment method that you used to pay. In any case, you will not incur any fees in relation to this refund. Notwithstanding the foregoing, we may defer the refund until we have received the returned items or proof of their return, whichever is the earliest.

You should return the items in question to the following address: ZARA HOME, ARVATO, Panattoni Park V, Ul. Skladowa 3, 62-064 Plewiska (Poland), or return them to a ZARA HOME store located in Belgium, as soon as possible, which should be, in any case, within 14 days from the date you notified us of your decision to cancel the Contract. This time limit will be deemed respected if you send us the items prior to the expiration of said 14-day period.

Except where the items are returned to a ZARA HOME store in Belgium, you will bear the costs directly incurred in returning the items.

You will be liable only in relation to the depreciation in value of the items resulting from handling other than what is necessary to determine the nature, quality and operation of said items.

## **16.2 Contractual right of cancellation**

Other than the statutory right to cancel granted to consumers, as mentioned in Article 16.1 above, you may return any item (except those mentioned in Article 16.3, which are exempted from the right to cancel) to us within 30 days from the date of delivery. Gift card returns are subject to the provisions stated in the conditions of use of the gift card.

If you return products as part of your contractual right to cancel but outside the statutory cancellation period, you will only be reimbursed for the amount paid for the items. You will not be reimbursed for the delivery costs. Except where the items are returned to a ZARA HOME store in Belgium, you will bear the costs directly incurred in returning the items.

Where you notify us of your decision to exercise the right to cancel, by virtue of the provisions of Article 16.1 above, but after the expiration of your statutory right you must, in any case, return the items to us within 30 days of the date of delivery.

## **16.3 General provisions**

You do not have the right to cancel the Contract where any of the following items were delivered:

1. Personalised items;
2. CDs / DVDs without their original packaging;
3. Goods that you unsealed after delivery and which cannot be returned for hygiene or health safety reasons.

Your right to cancel the Contract only covers items that are returned in the same condition in which they were received. No refund will be granted if the item (i) has been used after being opened, (ii) is not in the same condition as received, or (iii) is damaged. You should take care of the item(s) in your possession. You should return the items by using or including their original packaging, along with the instructions and any documents, where appropriate, sent with the items. In any case, you must enclose the receipt received on delivery with the returned items. A summary of your rights in relation to cancellation will be sent to you at the time your order is received.

You may return an item in person to any ZARA HOME store located in Belgium; the item must be accompanied with the receipt provided at the time of its delivery. This option will be at no additional cost to you.

You may also contact us by completing the relevant form or return the item directly to the address appearing on the receipt provided at the time of delivery. You should return the



item, along with the receipt, as soon as possible to the address appearing on the receipt. You will bear the costs for returning the item.

Please note that if you choose to return the items "cash on delivery", we are entitled to charge you for costs incurred.

After examination of the returned item, we will inform you whether or not you are entitled to a refund for the monies paid. Delivery costs will be reimbursed if the right to cancel was exercised during the statutory period and if all items in question are returned. You will be reimbursed as soon as possible which should be, in any case, within 14 days from your notification that you are exercising your right to cancel the Contract. Notwithstanding the foregoing, we may defer the refund until we have received the returned items or proof of their return, whichever is the earliest. The refund will always be made via the same payment method that you used to pay for your purchases, unless you present a gift receipt for the return. In this latter case, the refund will be made by means of a Zara Home refund card issued by Fashion Retail S.A.

You will be responsible for the risks and costs relating to the return of the items, as stated above.

If you have any questions, you can contact us by filling in the relevant form or by calling us on the following number: 0800 58 055.

#### **16.4 Returns of faulty items**

In circumstances where you consider the item does not conform to the Contract at the time of delivery, you must immediately contact us through the relevant form and state the features of the item in question and the nature of the defect; you can also call us on 0805 980 034 and we will inform you of the steps to follow.

You must return the item to the address appearing on the receipt obtained on delivery or to a Zara Home store in Belgium.

We will closely examine the returned item and inform you of your entitlement to a replacement or refund (as appropriate) via email, within a reasonable period of time. We will refund or exchange the item as soon as possible, which should be, in any case, within 14 days from the date of our email confirmation that you are entitled to a replacement or refund for the item in question.

Where the defect or damage is proven, the price of the items concerned, including delivery costs and expenses incurred in returning the items, will be fully refunded. The refund will always be made via the same payment method that you used to pay for your purchases, unless you present a gift receipt for the return. In this latter case, the refund will be made by means of a Zara Home refund card issued by Fashion Retail S.A.

This clause does not affect your statutory rights.

## 17. LIABILITY AND EXCLUSIONS

Unless expressly stated otherwise elsewhere in these Terms and Conditions, our liability for any product purchased through our website is strictly limited to the purchase price of said product.

Notwithstanding the foregoing, nothing in these Terms and Conditions may exclude or limit our liability for:

1. death or personal injury caused by our negligence;
2. fraud or wilful misrepresentation; or
3. any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Notwithstanding the above-mentioned paragraph, we will not be liable, insofar as provided under law and there being no provision to the contrary in these Terms and Conditions, for the following losses, regardless of their origin:

1. loss of revenue or sales;
2. operating losses;
3. loss of profits or contracts;
4. loss of anticipated savings;
5. loss of data; and
6. loss of working or management time.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless expressly stated otherwise.

All documents, descriptions and information relating to the products appearing on this website are provided "as is", and not with any explicit or implicit warranty, unless so warranted under law. In this regard, where you are contracting as a customer, we will deliver the products in accordance with the contractual provisions and will be liable to you in the event of any lack of conformity noted at the time of the delivery. Products will be considered as compliant with the contractual provisions if the following conditions are fulfilled: (1) they conform to the description provided by us and possess the features stated on the website; (2) they are suitable for the purposes for which products of their type are generally designed; (3) they meet the quality and performance criteria which are normal for products of the same type and which can be reasonably expected.

Insofar as provided by law, all warranties are excluded, except for those warranties to the benefit of consumers and users who cannot be legally deprived of such warranties (in particular, the legal warranty of conformity provided in Articles 1649 A to 1649 G of the Belgian Civil Code).

The products that we sell, in particular hand-crafted products, often have characteristics of the natural materials that are used in their manufacture. Such characteristics may contain variations in their grain, textures, knots or colour; which cannot under any circumstances be considered defects or faults. On the contrary, you should expect and appreciate such inconsistencies. We only choose the highest quality products, but natural characteristics are inevitable and should be accepted as forming an intrinsic part thereof.

Nothing in this clause will affect your statutory rights as a consumer or user, or your right to cancel the Contract.

## **18. INTELLECTUAL PROPERTY**

You acknowledge and accept that all copyrights, trademarks and other intellectual property rights over the information or content appearing on the website shall, at all times, remain vested in us or our licensors. You are permitted to use such information within the limits expressly authorised by us or our licensors. This clause does not prevent you from using the website to the extent necessary for copying orders or contact details.

## **19. VIRUSES, PIRACY AND OTHER COMPUTER SECURITY ATTACKS**

You must not make illegal use of the website by intentionally introducing any virus, Trojan horse, worm, logic bomb or any other type of software or material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the website, the server on which the site is hosted, or any server, computer or database connected to the website. You agree not to attack the website through a denial of service attack or a distributed denial of service attack. Any breach of this clause could be considered a criminal offence as defined by the legislation in force. We will report any such breach to the relevant authorities and assist them in identifying the perpetrator. Likewise, if you breach this clause, your right to use the website will immediately cease. We will not be held responsible for any loss or damage resulting from a denial of service attack, virus or any other technologically harmful software or material which could affect your computer, IT equipment, data or material as a consequence of using the website, downloading its content or accessing any other website to which you may be redirected.

## **20. LINKS TO OTHER WEBSITES**

Where our website contains links to other websites and third-party materials, such links are provided for information purposes only and the content of those websites and materials remain outside our control. We consequently cannot be held liable for any loss or damage resulting from their use.

## **21. WRITTEN COMMUNICATIONS**

The applicable laws require that we send you particular information or communications in writing. When you use this website, you agree that communication with us will be principally in electronic form. We will contact you via email or provide you with

information through notices on the website. For contractual reasons, you agree to these electronic communication methods and acknowledge that all contracts, instructions, information and other communications that we send to you by electronic means comply with any legal requirement that such communications be made in writing. This clause does not affect your statutory rights. We consequently cannot be held liable for any loss or damage resulting from their use.

## **22. NOTICES**

All notices that you send to us must be made through our website contact form. Subject to and unless otherwise specified in Article 19, we may send notices to you at the email or postal address which you supplied when placing your order. Notices will be deemed received and properly served once posted on our website, 24 hours after the dispatch of an email, or three days after the date of posting of a letter. As evidence of the serving of a notice, it will be sufficient to prove, in the case of a letter, that such a letter was properly addressed, stamped and placed in the post; and in the case of an email, that it was sent to the email address supplied by the recipient.

## **23. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between you and us is binding on both parties as well as our respective successors and assignees. You may not transfer, assign, charge or dispose, in any way, a Contract, or any of your rights or obligations arising under it, without our prior written consent. For the avoidance of doubt, no transfer, assignation, charge or disposal as referred to above will affect your statutory rights as a customer, nor will it revoke, reduce or limit, in any way, any implicit or express warranty provided to you by us. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the performance of the Contract.

## **24. EVENTS OUTSIDE OUR CONTROL**

We will not be held liable for any non-performance or delay in the fulfilment of our contractual obligations, which is caused by events outside our reasonable control ("Force Majeure"). A case of Force Majeure includes any act, event, non-performance, omission or accident beyond our reasonable control and, in particular, includes but is not limited to:

1. strikes, lockouts or other industrial actions.
2. Civil unrest, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or otherwise) or threat of or preparation for war.
3. Fire, explosion, storm, flooding, earthquake, landslide, epidemic or other natural disasters.
4. Impossibility of using transportation via railway, sea, air, road or other means of public or private transport.
5. Impossibility of using public and private telecommunication networks.
6. Acts, decrees, legislation, regulation or restriction of any government.

7. Strike, breakdown or accidents in maritime, postal or other transport.

Our performance of the Contract will be suspended while the Force Majeure lasts and our deadlines for performance will be extended accordingly. We will endeavour, insofar as possible, to bring the Force Majeure to an end or find a solution that would allow us to fulfil our contractual obligations despite the Force Majeure.

**25. WAIVER**

If, at any time during the performance of the Contract, we fail to insist on the strict observance of any of your contractual obligations or those under these Terms and Conditions, or fail to exercise one of our rights or remedies available to us by virtue of the Contract or these Terms and Conditions, such failure will not constitute a waiver of the corresponding rights or remedies nor will it exempt you from complying with such obligations. Our waiver in relation to any breach does not constitute a waiver for any subsequent breach. A waiver by us in relation to any of your obligations arising under the Contract or these Terms and Conditions will not be effective unless we expressly acknowledge it as such and have notified you in writing in accordance with the article on "Notices" above.

**26. SEVERABILITY**

If any provision of these Terms and Conditions or of a Contract is deemed to be invalid, illegal or unenforceable by a competent authority, said provision will be severed from the remaining provisions which will remain valid to the fullest extent permitted by law.

**27. ENTIRE TEXT OF THE CONTRACT**

These Terms and Conditions and any document referring thereto form the entire agreement entered into by you and us in relation to the Contract and they take precedence over any previous agreement, understanding or arrangement, whether written or oral, between you and us. We each acknowledge that by entering into the Contract, neither Party is relying on a declaration, undertaking or promise given by the other Party or implicitly pertaining to any oral or written declaration made during earlier negotiations to this Contract in which we had participated beforehand, unless it is expressly stated in these Terms and Conditions. Each Party waives any remedy against false statements, whether oral or written, made by the other prior to the date of the Contract (unless such false statements were fraudulently made); the only remedy available should be the termination of the Contract as provided for in these Terms and Conditions.

**28. OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS**

We are entitled to revise and amend these Terms and Conditions from time to time. You will be subject to the policies and Terms and Conditions in force at the time that you order products from us, unless any change to those policies, Terms and Conditions or

Privacy Statement is required under law or by a governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

## **29. LAW AND JURISDICTION**

Contracts for product purchases entered into through our website will be governed by Spanish law. Any dispute resulting from or related to such Contracts will be submitted to the non-exclusive jurisdiction of the Spanish courts. This clause does not in any way affect your statutory rights as a consumer.

## **30. COMMENTS AND FEEDBACK**

We welcome your comments and feedback. Please send all comments and feedback via our website contact form.

If you believe that your rights, as a purchaser, have been breached, you can send us your complaint to the email address [info@zarahome.com](mailto:info@zarahome.com) in order to seek an amicable settlement to the dispute.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek an out-of-court settlement of the consumer dispute with us, through the European Union platform for online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

Consumer Mediation Department

North Gate II  
Boulevard du Roi Albert II 8  
1000 Brussels  
Tel: +32 (0)2 702 5220  
Fax: +32 (0)2 808 7129  
E-mail: [contact@consumerombudsman.be](mailto:contact@consumerombudsman.be)

Website: <http://www.mediationconsommateur.be/fr>

Last updated: 07/02/2017

Download withdrawal form [here](#).