PURCHASE AND USE CONDITIONS Massimo Dutti NORWAY

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website www.massimodutti.com/no and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the “Data Protection Policies”) carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of formalization of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the Contact form on our webpage/app. The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this website is carried out under the name “Massimo Dutti” by INDITEX Norge AS (980 643 263), with registered address at c/o ZARA Sverige AB, Klara Norra Kyrkogata 29, 111 22 Stockholm, Sweden.

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. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

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. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the pertinent authorities. iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order. When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The products offered on this website are only available for delivery to locations within Norway.
If you wish to order products from another state within the EEA outside of Norway via this website you are of course welcome to do so; however, the ordered products can only be delivered to a delivery address within Norway.

6. FORMALISING THE CONTRACT

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, rather an invitation to treat. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, the amount of the same shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click "Authorize payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted, since it constitutes an offer that you are making to us to buy one or more products. All orders are subject to our approval, which you will be informed of via an e-mail in which we will confirm that the order is being sent (the "Shipment Confirmation"). An electronic ticket with your order details will be attached to the Shipment Confirmation (the “E-ticket”). The contract between us to buy a product (the "Contract") shall be formalized only when we send you the Shipment Confirmation.

Only the products listed in the Shipment Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm that these have been sent in a Shipment Confirmation.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

9. DELIVERY

Notwithstanding clause 7 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Shipment Confirmation prior to the date indicated in the Shipment Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone. As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date specified by you. 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.

The virtual gift card will be considered delivered as set out in 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.

10. INABILITY TO DELIVER

If it is impossible for us to delivery your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Agreement has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on you. 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 9 above.

11. 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 when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

12. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipment Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price. The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, 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 and American Express and PayPal. Also, you can pay all or part of the price of your purchase with a gift card or a voucher of Massimo Dutti issued by INDITEX Norge AS.

Please be informed that Fashion Retail, S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981 will collect and make refunds on behalf of INDITEX Norge AS (980 643 263) in relation to all payments made through this online platform.

To minimize 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 "Authorize payment", you are confirming that the credit card is yours or you are the rightful holder of the gift card or the voucher. Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

You expressly authorize us to issue the invoice for payment electronically. This notwithstanding, you may freely indicate at any time your desire to obtain a paper invoice, in which case we will issue it and send it to you in said requested format.

Ordering and payment through electronic devices in store

If you are placing your order through one of the electronic devices available for this purpose at certain stores, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You will choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorize Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by Visa, Mastercard, or American Express, and the above provisions regarding validation checks and authorization of your card will apply. You may also be given the option to pay for your order at the till, in which case, your payment can be made by any of the means of payment available in those stores.

13. BUYING GOODS AS A GUEST

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

14. 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 authorize that purchases paid though 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 "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite 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 Favorite 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.

15. VALUE ADDED TAX

All purchases done through this website/App are subject to the statutory Value Added Tax (VAT). The prices displayed on this website/App include VAT.

16. EXCHANGE/RETURN POLICY

16.1 Legal right of withdrawal

Right of withdrawal
If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.
The withdrawal period will expire the first weekday after 14 days from the day on which you acquired, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, or the first weekday after 14 days from the day on which you acquired, or a third party other than the carrier indicated and by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify us at INDITEX Norge AS, at the c/o address Fashion Retail S.A., Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), Spain, at the telephone number 800 173 49, by writing an email at contact.no@massimodutti.com or by writing to us using our Contact form on our webpage/app, of your decision to withdraw from this Contract by an unequivocal statement (for example a letter sent by post or email). You may use the model Return form as set out as Annex 1, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal
If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery to the original place of delivery (with the exception of the 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 withdraw from this Contract. We will carry out such transaction using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having returned the goods, whichever is the earliest.

You shall deliver the goods including a print-out of the E-ticket attached to the Shipment Confirmation to INDITEX Norge AS, c/o Fashion Retail S.A., Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), Spain, or inform us in order to arrange picking up by courier, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us.

Unless you use the delivery method provided by us as described in the Shipment Confirmation, you shall yourself bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

16.2 Contractual right of withdrawal
In addition to the legally recognized right to cancel for consumers and users, mentioned in clause 16.1 above, we also grant you a period of 30 days calculated from the date of Shipment Confirmation to return the products (except those mentioned in clause 16.3 below, for which the right to cancel is excluded), the legal right of withdrawal and the contractual right of withdrawal therefore partly run in parallel and are calculated from different points in time. The return of the gift card is governed by the Terms of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will get reimbursed, only, with the amount paid for said products (excluding the costs of delivery). You will be responsible for the direct costs of returning the product when the return is not carried out a by Courier arranged by us.

You may exercise your right of withdrawal in accordance with the provision of clause 16.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us, including E-ticket verification, within the 30 day term as from the date of Shipment Confirmation.

16.3 Common provisions
You shall not have the right to cancel the Contract when it is for the delivery of any of the following Products: i. Customized items ii. Music CDs/DVDs without their original wrapping. iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them.

No reimbursement will be made if the product has been used more than just inspecting it in such a way it could have been done in a physical store, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products.

When making the return through courier arranged by us, you should contact us through our Contact form on our webpage/app to arrange for the product to be collected at your home. You should return the product in the same package received by following the directions on the "RETURNS" section of this website / app. If you have bought any goods as a guest, you may request returns by Courier by phone, dialing 800 173 49.

Where you would not wish to use the free return method available, you will be responsible for the return costs. Please bear in mind that if you wish to return the goods to us using freight collect we may charge you any costs incurred in such return.

This is regulated in the common provisions part because it affects both to the legal based and the contractual withdrawal.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory 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. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having returned the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us, as indicated above. If you have any questions, you can contact us on our Contact form on our webpage/app or by calling 800 173 49.

16.4 Returns of defective products
In the cases in which you consider that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately on our Contact form on our webpage/app, providing the product details and the damage sustained, or calling us on 800 173 49, where we will indicate what you need to do.

You must return the product to the address indicated on the E-ticket. Alternatively, the product can be returned by way of courier which is arranged by us. In either case always inclusive of the print-out of the E-ticket.

We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be refunded or replaced (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that the refund or replacement of the product is going ahead.

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 reasonable 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. All rights recognized in current legislation shall be, in any case, safeguarded.

16.5 Right of withdrawal and return for orders from abroad
If you have ordered products from another EEA state outside of Norway, keep in mind that return by courier under this **EXCHANGE/RETURN POLICY** section, applies only from such original delivery point in Norway.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 16.4 to which this clause 16.5 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Norway.

17. LIABILITY AND WAIVING LIABILITY

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.
Notwithstanding the above, our liability shall not be waived nor limited in the following cases: i.
In case of death or personal harm caused by our negligence;
ii. In case of fraud or fraudulent deceit; or iii. In any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin: i. loss of income or sales; ii. loss of business; iii. loss of profits or contracts;
iv. loss of forecast savings; v.
loss of data; and vi. loss of management
time or office hours.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery.

It is understood that the goods are in conformity with the Contract if they:
(i) comply with the description given by us and possess the qualities that we have presented in this website,
(ii) are fit for the purposes for which goods of the kind are normally used and
(iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favor of consumers and users.

The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them.

These characteristics, such as variations in grain, texture, knots and color, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The provisions in this clause shall not affect your rights as a consumer and user, nor your right to cancel the Contract.

18. INTELLECTUAL PROPERTY

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

19. 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.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

20. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control what so ever over the content of those websites or materials. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

21. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognized by law.

22. NOTIFICATIONS

The notifications that you send us must be sent preferably through our Contact form on our webpage/app. Pursuant to the provisions in clause 21 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both you and us, as well as for our respective successors, transferees and heirs. You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

24. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following: i. Strike, lockout or other forms of protest.
ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war. iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster. iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private. v. Inability to use public or private telecommunication systems.
vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect, and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

25. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that

correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

26. 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.

27. ENTIRE AGREEMENT

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

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

28. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time. 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, in which case the possible changes will also affect orders made previously by you.

29. APPLICABLE LEGISLATION AND JURISDICTION

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

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the nonexclusive jurisdiction of the Norwegian courts. If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

If you as customer consider your rights have been breached, you can address your complaints to us via the email address contact.no@massimodutti.com in order to seek an out-of-court settlement.

In this regard, if the purchase between you and us has been concluded online through our website, we hereby inform you, in line with EU Regulation No. 524/2013, that you are entitled to seek to settle the consumer dispute with us out-of-court through the platform for online dispute resolution, accessible through the Internet address http://ec.europa.eu/consumers/odr/. For consumer dispute resolutions in Norway, you are advised to contact *Forbrukerrådet* in the first instance at http://www.forbrukerradet.no. For further information on consumer dispute resolution institutes in Norway please see this webpage: http://www.forbrukertvistutvalget.no

30. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our Contact form on our webpage/app.

Moreover, there are official claim forms available to consumers and users. Those can be requested by calling 800 173 49 or through our Contact form.

Latest update: 2020-10-22

ANNEX 1

Model withdrawal form

(complete and return this form only if you wish to withdrawal from the Contract)

Completed form sent to:
INDITEX Norge AS, c/o Fashion Retail, S.A. Avda. de la Diputación, Edificio Inditex, 15132 Arteixo (A Coruña), Spain.

I/we hereby give notice that I withdrawal from my contract of sale of the following goods:

_____

_____

Ordered on/received on (*)
_____

Name of consumer

_____

Address of consumer

_____

Date: _____

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

(*) Delete as appropriate