

## **DISCLAIMER AND PURCHASE CONDITIONS FOR THE MASSIMO DUTTI WEBSITE**

### **1. INTRODUCTION**

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of the website [www.massimodutti.com](http://www.massimodutti.com) (hereinafter, “massimodutti.com”/“the Site”/“the Website”) and the purchase of products through such website (hereinafter, the “Terms”).

Please, read through these Terms, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the “Data Protection Policies”) prior to using this Website. By using this Website or placing an order through it, you are consenting to be bound by these Terms and by the Data Protection Policies.

If you do not agree to all of the Terms and the Data Protection Policies, do not use this [massimodutti.com](http://massimodutti.com). These Terms may be amended. It is your responsibility to regularly read through them, as the Terms in force at the time of the formalization of the relevant Contract (as defined below) or of the use of this Website shall be the applicable ones.

If you have any query regarding the Terms or the Data Protection Policies you may contact us by using the contact form.

The Contract (as defined below) may be executed, at your option, in any of the languages in which the Terms are available on this Website.

All the terms herein are interpreted as being expressed in calendar days. If the last day of the term is a non-working day, the time limit shall be extended accordingly until the first working day thereafter.

### **2. OUR DETAILS**

Sale of goods through this web page is carried out under the MASSIMO DUTTI name by INDITEX ROMANIA S.R.L. a Romanian company located in Bucharest, with registered address at 201 Barbu Vacarescu Street, 9<sup>th</sup> floor, office no. 1, 2<sup>nd</sup> district, Bucharest Romania, with telephone number 0800 420 888 and e-mail address: [contact@massimodutti.com](mailto:contact@massimodutti.com), registered number at the Trade Register: J40/15901/2007, unique registration code 22304337, EUID ROONRC. J40/15901/2007.

### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE**

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this Website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate and you have obtained the prior written consent of the information and / or data holder in the event that the information and data you provide us through the Website do not belong to you.

### **4. USE OF OUR WEBSITE**

By using this Website and/or by placing any order through it, you undertake:

- 4.1. To use the Website exclusively to make legitimate enquiries or orders.
- 4.2. Not to make any false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
- 4.3. To provide correct and accurate e-mail, postal and/or other contact details to us. Likewise you consent to our use of such information to contact you in the event that this should prove necessary (see our Privacy Policy).

If you do not give us all of the information that we need, we may not be able to complete your order.

By placing an order through the Website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

### **5. 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. The processing of these personal data by our company will be done in accordance with the applicable law and the Data Protection Policies.

Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user. Your refusal to register as a user of the Site will in no way affect the takeover of the product order or its execution.

## **6. SERVICE AVAILABILITY**

The items offered on this Website are available to be shipped only to the territory of Romania.

If you wish to order products from another EU member state outside of Romania via this Website you are of course welcome to do so; however, the ordered products can only be delivered to a Massimo Dutti shop or a delivery address within Romania.

## **7. HOW THE CONTRACT IS FORMED**

The information set out in the Terms and the detail contained on this Website do not constitute an offer for sale but rather an invitation to treat (*invitatio ad offerendum*).

No contract in respect of any products shall exist between you and us until your order has been expressly accepted by us. If we do not accept your offer and funds have already been deducted from your account, these will be fully refunded.

To place an order, you will be required to follow the shopping process online and click on "Authorize payment". After this, you will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product is being shipped (the "Delivery Confirmation"). The contract for the purchase of a product between us ("Contract") will only be formed when we send you the Delivery Confirmation.

The Contract will relate only to those products listed in the Delivery Confirmation. We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Delivery Confirmation.

## **8. AVAILABILITY OF PRODUCTS**

All orders for products are subject to availability of the same. In this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order such substitute products, we will refund any money that you might have paid.

## **9. REFUSAL TO PROCESS AN ORDER**

We reserve the right to remove any product from this Website at any time and/or remove or edit any materials or content on this Website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent you an Order Confirmation, which we reserve the right to do at any time.

We will not be liable to you or any other third party by reason of our removing any product from this Website, removing or editing any materials or contents on this Website or for not processing an order after we have sent you the Order Confirmation.

## **10. DELIVERY**

Subject to the provisions of Clause 8 above on the availability of products, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for the product(s) listed in the Delivery Confirmation by the date set out in the Delivery Confirmation in question or, if no estimated 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 of the date of the Order Confirmation.

However, delays may occur for reasons such as customization of the products, the occurrence of unforeseen circumstances or the delivery zone.

If for some reason we are unable to meet the delivery date, we will inform you of this situation and give you the option to continue with the purchase with a new delivery date or alternatively, cancelling the order and reimbursing you with the full amount paid. Please, bear in mind that we do not deliver on Saturdays or Sundays.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place or the order shall be deemed to have been "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.

If the product order does not arrive in the estimated delivery time, we ask you to contact us using the following phone number 0800 420 888 and the e-mail address [contact@massimodutti.com](mailto:contact@massimodutti.com).

## **11. INABILITY TO DELIVER**

If we are unable to deliver the goods after two attempts, we will try to find a safe secure place to leave your parcel. If we do not find a safe place, your order will return to the

warehouse. We will leave a note explaining where your parcel is and how you can pick it. If you are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery on another day.

Upon lapse of 30 days of the moment when your order is ready for delivery, without such order having been delivered on grounds not attributable to us, we shall understand that you wish to cancel the Contract and it shall be treated as terminated. As a result of the termination of the Contract, we will refund you all payments received from you, including delivery charge (except for any additional cost resulting from the choice of any delivery method other than the least expensive ordinary method that we offer) without any undue delay, and at any rate, within maximum 14 calendar days of the date on which we deem this Contract to have 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.

## **12. PASSING OF RISK AND OWNERSHIP OF THE PRODUCTS**

The products will be at your risk from the time of delivery, when you acquire, or a third party, other than the carrier and indicated by you acquires, the physical possession of the goods.

Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery costs or upon delivery (as defined in clause 10 above), should this be later. Legal ownership of the items will immediately revert to us if we refund any such payment to you.

## **13. PRICE AND PAYMENT**

The price of each product shall be the one quoted from time to time on [www.massimodutti.com](http://www.massimodutti.com), except where there is an obvious error. Whilst we take care to ensure that all prices quoted on our Website are accurate, errors may occur. If we discover an error in the price of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund of the amounts paid.

We are under no obligation to sell any product at the incorrect lower price (even after we have sent you the Delivery Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such.

The prices displayed on our Website include VAT, but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide - Delivery Costs.

Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which an Order Confirmation has been sent.

Once you have selected all the items you wish to purchase, those will have been added to your basket, and your next step will be to go through the checkout process 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 orders placed by you is available in "My Account" area.

You can pay using Visa, Mastercard and American Express. You can also pay all or part of the price of your order with the gift card issued by INDITEX ROMANIA S.R.L.

To minimize the risk of unauthorized access, your card data will be encrypted. Once we receive your order, we will request pre-authorization on your card to ensure there are sufficient funds available to complete the transaction.

The charge to your card will be made the moment your order leaves our warehouse.

If you click on "Authorize Payment" you are confirming that the card belongs to you. You will be solely responsible for any incidents and damages caused to us or to third parties as a result of the provision of bank data that do not belong to you.

Credit cards are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with you.

Although we operate in the local currency and we will not charge any extra fees or surcharges, this is an international transaction and your bank may charge you with extra

fees due to currency exchanges. For such reason, in case the debited/refunded amounts on your credit card are different to the price displayed at the checkout/the confirmed amount to be refunded, contact your home bank to receive further information about the bank costs related to such transaction.

#### **14. VALUE ADDED TAX**

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

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

#### **15. RETURNS POLICY**

##### **15.1 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 calendar days, without giving any reason.

The withdrawal period will expire after 14 calendar days from the day on which you acquire, 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, after 14 calendar days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify us at MASSIMO DUTTI RO S.R.L., at INDITEX ROMANIA S.R.L., at the address 201 Barbu Vacarescu Blvd., 9<sup>th</sup> floor, office no. 1, Romania, with telephone number 0800 420 888 and e-mail address: contact@massimodutti.com, or by writing to our contact form, of your decision to withdraw from this Contract by an unequivocal statement (example: a letter sent by post or e-mail). You may also use the model withdrawal form as set out in Annex, but this 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 (with the exception of the delivery costs, if applicable as per Clause 15.3 and except for the supplementary costs resulting from your choice of a type of delivery, other than the standard delivery offered by us), without undue delay and in any event not later than 14 calendar days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement 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 sent back the goods, whichever is the earliest.

You shall send back or deliver the goods or hand them over to us at any MASSIMO DUTTI store in Romania or to the Courier arranged by us, without undue delay and in any event not later than 14 calendar days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 calendar days has expired.

Unless you hand the goods over in a MASSIMO DUTTI store in Romania, you shall bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.



### **15.2 Contractual right of withdrawal**

In addition to the legally recognized right to cancel for consumers and users, mentioned in clause 15.1 above, we grant you a period of 30 days from the date of the Delivery Confirmation, to return the products (except those mentioned in clause 15.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed only with the amount paid for said products. You will be responsible for the direct costs of returning the product when the return is not carried out in a MASSIMO DUTTI store in Romania.

You may exercise your right of withdrawal in accordance with the provision of clause 15.1 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 within the 30 day term as from the Delivery Confirmation.

### **15.3 Common provisions**

You may not cancel the Contract whose subject matter is the supply of any of the following products:

- Customized items
- Music CDs/DVDs without their original wrapping
- Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to cancel a Contract only applies to products which are returned in the same condition as you received them. Please return any product using or including all its original wrapping. You should also include with the product being returned all original boxes, labels, instructions/documents and wrappings. In any case, you shall return the product with the ticket received on delivery duly completed.

No refund will be made if the product has been used beyond opening, if is not in the same condition as when they were delivered or if it is damaged. Therefore, you should take reasonable care of the products while they are in your possession.

- a) **Returns at any MASSIMO DUTTI store** - You may return any product at any MASSIMO DUTTI store in the country where your product was delivered. In such

case, you should go to such store and present with the good the electronic ticket which has been attached to the Delivery Confirmation and which is also saved in your account from our Website and in the Massimo Dutti phone application. You will show the electronic ticket to the store personnel, either by displaying it on your mobile phone, or by handing it in a printed version.

This option will not incur any additional cost for you.

- b) Returns by Courier** - When returning the product(s) by Courier arranged by us, you should contact us through our web form or by telephone at 0800 420 888 to arrange for the product to be collected at your home. You should send the product in the same package received by following the directions on the “RETURNS” section of this Website. If you have bought any goods as a guest, you may request returns by Courier by phone, dialing 0800 420 888.

Please be informed that you will bear the costs of returns by Courier; we will charge a fixed amount (regarding the amount we refer to “Returns” section), which we will immediately deduct from the amount to be refunded to you.

- c) Returns to a Drop-Off Point** - A “Drop-Off Point” is a parcel collection point, used by the courier service which offers this service in your area. To request this return option, you should access the “My account/Purchases>Returns” section of the Website or App and follow the steps provided. You will then be able to use your location or address to find your closest Drop-Off Point, and which courier service uses each location, and from this, you must select one. We will email you a QR code for you to be able to attach to the parcel and drop your parcel off at the Drop-Off Point.

Please send the item/s in the same package that you received it and follow the directions on the “Returns” section of this Website. Please be informed that you will bear the cost of returns to a Drop-Off point; we will charge a fixed amount (regarding the amount we refer to “Returns” section), which we will immediately deduct from the amount to be refunded to you.

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 freight collect we may charge you any costs incurred in such return.

We will fully examine the returned product and will inform you of your right to refund, if any (less fixed return costs if applicable; please see above and “Returns” section of the Site). 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, but in any case, you shall bear the costs of returning the products, except if you do it at a MASSIMO DUTTI store.

We will process your refund as soon as possible and in any case, within maximum 14 calendar days from the date on which you notified us of your intention to withdraw. Notwithstanding the foregoing, 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.

We will refund any money received from you using the same method used to make the payment.

You shall assume the cost and risk of returning the products to us, as detailed above. Should you have any doubt, please contact us through our web form or by telephone at 0800 420 888.

#### **15.4 Returns of defective products**

In circumstances where you consider that the product does not conform to the Contract at the time of delivery, you should promptly contact us via our web form with details of the product and its damage. Alternatively you can contact us by telephone at 0800 420 888 where you will receive instructions from us.

You may return the product to us at any MASSIMO DUTTI store in the country where your product was delivered along with the electronic ticket that you can digitally present on your mobile device or print it, or hand it over to the courier sent by us (as the case may be).

Upon receipt of the returned product, we will fully examine it and notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. The refund or replacement will take place as soon as possible and, in any case, within 14 calendar days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement for the non-conforming product.

In case of existence of any defect, defective products will be refunded in full, including a refund of the delivery costs incurred by you in receiving the product. We will always refund any money using the method used to make payment.

This provision does not affect your statutory rights under the regulations in force.

#### **15.5 Right of withdrawal and return for orders from abroad**

If you have ordered products from outside Romania from another EU member state via this Website the above clauses 15.1, 15.2, and 15.3 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Romania.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 15.4 to which this clause 15.5 does not apply) obliged to pay shipping costs to destinations other than the original delivery address, nor the return costs from destinations outside Romania.

#### **16. LIABILITY AND DISCLAIMERS**

Unless otherwise expressly stated in these Terms, our liability in connection with any product purchased through our Website is strictly limited to the purchase price of that product.

Notwithstanding the above, nothing in these Terms shall exclude or limit in any way our liability:

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

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for the following, regardless of their origin:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of data; and

(vi) loss of management or office time.

Also, you will not be able to claim our liability in case of failure to deliver the ordered products or to fulfill any of our obligations under these Terms in the consequence of the occurrence of a Force Majeure Event as regulated in Clause 23 From lower.

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 otherwise expressly set out on this Website.

All product descriptions, information and materials posted on this Website are provided "as is" and without warranties express, implied or otherwise howsoever arising, 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 same qualities 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 parameters which are normal in goods of the same type and which can reasonably be expected.

Our liability is engaged if the lack of conformity occurs within two years from the delivery date of the product. Until evidence to the contrary, the lack of conformity occurred within twelve months from the delivery date of the product is presumed to have existed at the time of delivery thereof, unless the presumption is incompatible with the nature of the product or lack of conformity.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

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.

Nothing in this clause will affect your statutory rights as a consumer and/or user, or your right to withdraw from the Contract. Our commercial warranty will not affect your recognised rights under existing legislation

## **17. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent you using this Website to the extent necessary to make a copy of any order or Contract details.

## **18. VIRUSES, HACKERING AND OTHER CYBERCRIMES**

You may not misuse this Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You will not attempt to have any unauthorized access to this Website, to the server which hosts this Site or to any other server, computer or data base related to our Website. You undertake not to attack this Website via a denial of service attack or a distributed denial of service attack.

By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this Website will cease immediately.

We accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this Website or from the downloading of the contents thereof or of such contents to which this Website redirects.

## **19. LINKS FROM OUR WEBSITE**

We may have links from our Website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

## **20. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using this Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **21. NOTICES**

All notices given by you to us should be given preferably via our contact form. Pursuant to the provisions of clause 20 above and unless otherwise stated, we may send you notice, either to the e-mail or to the postal address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

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

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We can not 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 term of the

Contract without our consent. For the avoidance of doubt, any such transfer, assignment, charge or other disposal will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

### **23. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control (“Force Majeure Event”).

A Force Majeure Event shall include any act, event, nonhappening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance of our obligations for the duration of such a period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

If the Force Majeure Event lasts for more than 3 months, our Contract will terminate by law. As a result of the termination of the Agreement, we will refund all payments received from you, including delivery costs, if applicable (except for the additional costs of choosing a different delivery method than the cheapest standard delivery type offered by us) without exaggerated delays and, in any case, within 14 calendar days from the date we consider this Agreement to be terminated.



#### **24. WAIVER**

If we fail, at any time during the term of a Contract, to insist upon strict performance by you of any of your obligations under a Contract or any of these Terms, and/or if we fail to exercise any of the rights or remedies to which we are entitled under such Contract or under these Terms, this shall not constitute a waiver or a limitation whatsoever of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms.

No waiver by us of any of these Terms or of any rights or remedies arising from the Contract shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

#### **25. SEVERABILITY**

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **26. ENTIRE AGREEMENT**

These Terms and any document expressly referred to herein represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Both You and us acknowledge that, in entering into this Contract, neither You nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms.

Neither You nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

## **27. OUR RIGHT TO VARY THESE TERMS**

We have the right to revise and amend these Terms from time to time.

You will be subject to the policies and Terms in force at the time that you use this Website or order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

## **28. LAW AND JURISDICTION**

The use of our Website and the Contracts for the purchase of products through such Website will be governed by Romanian law.

Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Romanian courts.

If you are contracting as a consumer, nothing in this clause will affect your statutory rights as provided by the local legislation in force.

## **29. FEEDBACK**

We welcome your comments and feedback. Please send all feedback, comments and suggestions to us via our contact form via e-mail at [contact@massimodutti.com](mailto:contact@massimodutti.com).

Last updated on 07/11/2022

You can download a copy of the withdrawal form from the following link: [PDF document](#).

Annex

**Withdrawal form**

(this form is sent back filled in only if you wish to withdraw from the contract)

To INDITEX ROMANIA SRL, carried out under the name MASSIMO DUTTI  
(e-mail: contact@massimodutti.com)

I hereby inform you of my withdrawal from the contract concerning the sale of the following goods:

Ordered to / received at (\*)

Consumer name

Consumer address

Signature of the consumer (*only if this form is notified in writing*)

Date

(\*) *Delete as appropria*