

# Summary of our general terms and conditions

The general terms and conditions give you an overview of our services on Zalando.ie. Our offers are aimed exclusively at consumers making purchases for private purposes. We offer you a personalised shopping and service experience for Zalando items, Zalando partner items and Zalando pre-owned items. Zalando partner items are labelled as such and come from commercial retailers, while Zalando pre-owned items are used items and are also specially labelled.

## 1. Conclusion of contract:

By placing an order on the Zalando website, you declare that you are acting exclusively for private purposes. Your contractual partner is either Zalando SE or the respective Zalando partner depending on the type of products you order. The contract shall take effect when you click on the purchase button and receive the order confirmation. We reserve the right to refuse or cancel orders generated by automated programs or third-party services.

## 2. Prices, shipping costs and delivery conditions:

Prices indicated at the time of the order are final prices and include the applicable VAT. Zalando shall bear the shipping costs, unless specific shipping methods, for example express delivery, are specified in the order. Additional shipping costs may be incurred for orders below the minimum order value. You will be informed of the amount before placing the order and will receive further information on this in the detailed general terms and conditions.

## 3. Various payment methods:

Various payment options are offered, for example advance payment, credit card, invoice or PayPal. The actual payment methods available at the specific time of ordering may vary and you will be informed of the specific payment methods offered before placing the order.

## 4. Using vouchers:

Promotional vouchers that are issued as part of advertising campaigns or gift vouchers that are purchased can also be redeemed during the order process. The respective voucher conditions shall apply.

## 5. Right of cancellation:

As a consumer, you have a statutory right of cancellation. This means that you can cancel this online contract within 14 days of receiving the goods without giving reasons by 1.) informing us (e.g. by email or post) that you no longer want uphold the contract and 2.) returning your order to us or our partner. All other information on cancellation can be found in the general terms and conditions.

## 6. Voluntary right of return:

We offer you a voluntary additional right of return, which we grant you voluntarily and independently of the 14-day right of cancellation. Your statutory right of cancellation remains unaffected by this. Further information on the conditions and extent of the voluntary right of return can be found in the general terms and conditions.

## 7. Refunds:

Any refunds will be made automatically using the original payment method.

## 8. Customer service:

Please refer to [our help pages or contact our customer service via this link](#) if you have any questions.

## 9. Potential complaints:

We have a reporting and complaints procedure to review potentially unlawful content. You have various legal remedies available if you do not agree with our decision.

## 10. Miscellaneous:

The statutory warranty rights to which you are entitled apply. Further information on this can be found in the general terms and conditions. You also have the option of **downloading and archiving the general terms and conditions**.

### **Reporting and complaints procedure; out-of-court dispute resolution**

On our website, we provide you with the opportunity to report products or other content that you believe fail to comply with prevailing laws or our terms of use (reporting). We will check these reports and inform you of the outcome. Should we decide not to take any action, you shall have the opportunity to submit this decision for review (complaint). Furthermore, you have the option of pursuing an out-of-court dispute resolution, as well as ordinary legal recourse.

In the event of any instance of misuse, we shall temporarily (or permanently) suspend the processing of reports and complaints. The term "misuse" shall apply if you frequently submit reports or complaints that are clearly unfounded. We shall consider all facts and circumstances available to us when assessing instances of abuse, and when deciding as to whether and, if so, for how long, to suspend the processing of reports and complaints. This shall comprise the absolute number of clearly unfounded reports or complaints, the relative proportion of unfounded reports and complaints in total, the severity of the instance of misuse and – if ascertainable – the intentions being pursued by the reporting party.

Before suspending the processing of reports and complaints, we shall issue a warning. We shall also inform you about the duration of any possible suspension.

## **Standard Terms and Conditions**

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

Downloading and Archiving the General Terms and Conditions as PDF

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

**The offers on our website [www.zalando.ie](http://www.zalando.ie) are directed exclusively at consumers who conclude the purchase for a purpose that cannot be attributed to their commercial or professional activity.**

The [www.zalando.ie](http://www.zalando.ie) website offers "Zalando merchandise" and "Zalando Pre-owned merchandise" (also called "pre-owned") for sale.

Zalando Pre-owned merchandise is merchandise that we offer on [www.zalando.ie](http://www.zalando.ie) and identify as "pre-owned".

All Zalando partners are Business Traders.

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

1.1 By placing an order you confirm to purchase for private purposes exclusively.

1.2 For orders placed online at [www.zalando.ie](http://www.zalando.ie), we enter into English language contracts only. When you order Zalando merchandise and Zalando Pre-owned merchandise, your contract is with Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin.

1.3 When you order Zalando pre-owned merchandise, depending on the Product you select, you either have a contract solely with the respective Zalando Partner or with both, Zalando SE and the respective Zalando Partner together (joint seller). Information on the respective contractual relationship is displayed on each product details page.

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

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

1.6 Please note that, by way of exception, we are under no obligation to deliver your order if our suppliers fail to deliver stock correctly or on time, despite us having followed proper ordering practice at our end (matching purchase transaction). For this exception to apply, we must not be legally responsible for the merchandise being unavailable, and we must have notified you of the situation without undue delay. In addition, we must not have assumed a procurement risk in relation to the ordered merchandise. If merchandise is unavailable, we will refund any payments made by you without undue delay.

1.7 We do not assume the risk of having to procure ordered merchandise elsewhere (procurement risk). This applies also to orders for generic goods (where only the type and features of the goods are described). We are obliged only to make deliveries from our available stock and from the stock we have ordered from our suppliers. Where we make deliveries of goods from our available stock, the goods provided will be consistent with the order made by you. We deliver within Ireland. Where time periods are expressed in working days, we understand working days to mean all of the days between Monday and Friday inclusive, but not public holidays.

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

1.9 We reserve the right not to accept an order or to cancel the order if the order is being placed by the use of software, robot, crawler, spider or any automated system or scripted behavior and any use of third party services used to place an order on your behalf.

1.10 We hereby reserve the right to exclude customers with conspicuously high (and unusual) product return behaviour from further purchases for a period of up to 12 months. This shall apply, in particular, to repeated, disproportionately high numbers of returns (or instances of return behaviour considered to be 'abusive') that do not correspond to normal buyer behaviour.

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

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

2.2 We assume the costs of shipping for all orders with a minimum order basket value of €30.00.

2.3 Shipping costs amount to €3.90 including VAT for all orders with a value of less than €30.00, as indicated on the product detail page and in the shopping cart when placing the order. The fee relates to costs resulting from the size of the order, inter alia shipping handling and other services. The costs accrue and are levied by Zalando. In case that the customer returns the goods within the procedure and in accordance with this contract and the

applicable law, the shipping costs will be refunded.

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

2.5 Depending on where your item is being shipped from, long-distance delivery fees of €3.90 Euro including VAT may apply. We will inform you accordingly before your order is placed if long-distance delivery fees apply for the item selected. Long-distance delivery costs accrue and are levied by Zalando. If you decide to return any item for which long-distance delivery fees have been charged, we will refund the long-distance delivery fees if the full order is returned. Your statutory rights remain unaffected.

### **3. Payment**

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

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

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

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

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

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

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

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

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

### **5. Terms and conditions for Zalando Gift Cards**

5.1 Zalando Gift Cards are issued by Zalando Payments GmbH Zalando Payments GmbH is an e-money institution licensed in Germany. However, Zalando Gift Cards are not e-money.

The Zalando Gift Cards are not e-money but non-regulated stored value. This means that the Zalando Gift Cards are not supervised by the competent supervisory authority, nor do the statutory protection for e-money apply. In particular, you do not have a right to request a redemption for cash.

5.2 Zalando Gift Cards can be redeemed at [www.zalando.ie](http://www.zalando.ie) and on the Zalando app for the purchase of eligible products, which are offered by Zalando SE or other sellers (Zalando Partners). Eligible goods and services are

products that serve the appearance of a person (e.g. clothing, shoes). Details can be found under this link [“What can I use my gift card for?”](#). A Zalando Gift Card may not be used to purchase another Zalando Gift Card.

5.3 Zalando Gift Cards are valid for a limited period of 5 years from the purchase date. Redemption in cash or refunds in the event of loss or damage are not possible.

5.4 Zalando Gift Cards are limited to a maximum value of € 200,- per Zalando Gift Card and to a maximum value of € 200,- worth Zalando Gift Card per purchase. It is possible to use multiple Zalando Gift Cards per purchase up to a maximum amount of € 200,-. Any remaining amount on your Zalando Gift Cards can be used for future purchases. The maximum value of Gift Cards that can be used per calendar month is limited to € 5.000,-. The maximum value of Gift Cards that can be connected to your customer account per calendar month is limited to € 5.000,-.

5.5 The Zalando Gift Card is usually activated within 24 hours of purchase.

5.6 Zalando Gift Cards can only be used prior to your order and not retroactively.

5.7 Should you cancel your order or return goods for which you redeemed a Zalando Gift Card, the amount paid will be refunded to your Zalando Gift Card and made available for future purchases. Should you return goods which were partially paid for with a Zalando Gift Card, the purchase price for any kept eligible goods having been eligible to being purchased via Zalando Gift Card will be paid first by redemption of the Zalando Gift Card and any remaining refund amount, if applicable, will be refunded to the other applied payment method.

## 6. Statutory right of revocation

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

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

### Information regarding the right of revocation:

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

In order to exercise your right of revocation you must notify us (Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, Telefax: +49 (0)30 2759 46 93; Telephone: 012469596, E-Mail: [revocation@zalando.ie](mailto:revocation@zalando.ie)) of your decision to revoke the contract by sending us an unequivocal declaration (e.g. a letter sent by post, a fax or an e-mail). The respective contact information can also be found on each product detail page by clicking on the Partner's name and scrolling down to the revocation information on the pop-up window displayed on the page. If you wish, you may use the attached revocation form, but there is no requirement to do so.

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

### Consequences of revocation

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

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

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

## Revocation form

(If you wish to revoke the contract, please complete this form and return it to us) Attn: Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin, Telefax: +49 (0)30 2759 46 93; Telephone: 012469596, E-Mail: [revocation@zalando.ie](mailto:revocation@zalando.ie)

I/we (\*) hereby give notice that I/we (\*) cancel my/our (\*) contact of sale for the following goods(\*)/:

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

(\*) Delete where applicable

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

### End of notice

## 7. Option to return merchandise up to 30 days after receipt

7.1 Without prejudice to your statutory right of revocation, we offer you the option of returning merchandise within 30 days of you receiving them. This return option allows you, even after the 14-day revocation period has expired (see "Information regarding the right of revocation" above), to cancel the contract by returning the merchandise to us, or to our Zalando partner if Zalando partner merchandise is involved, within 30 days of receiving them (this period commences upon your receipt of the merchandise).

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

7.3 Your merchandise will be deemed returned within 30 days if you send it within such time. However, your exercise of this return option is preconditioned upon you having worn/tried on the merchandise only as you would have in a shop, and upon the merchandise being returned in full in its original condition, intact and undamaged, and in its original packaging. Until the period for exercising the statutory right of revocation expires, the statutory provisions governing this right shall apply exclusively. The option to return merchandise does not limit your statutory warranty rights, to which you remain entitled without qualification. The option to return merchandise does not apply to gift vouchers.

7.4 The voluntary 30 days return right does not exist for contracts in respect of sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

7.5 Until expiration of the statutory revocation right of revocation the conditions as listed under section 6 and 7 apply exclusively. The statutory warranty rights remain unaffected by the voluntary 30 days return right. The voluntary 30 days right of return is not applicable for the purchase of gift vouchers.

## 8. Refunds

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

## 9. Customer Care

Please refer to [our help pages or contact our customer service via this link](#).

## 10. Statutory liability for defects and further information

10.1 The relevant statutory provisions govern our liability for defects. Should you have any issues or wish to make a complaint directly to Zalando SE, you may [contact us](#).

10.2 Please note that when ordering Zalando-Pre-owned items, these are second-hand items. The liability period for defects of Zalando-Pre-owned merchandise is one year. Liability claims are therefore only valid for defects that occur within one year after delivery of Zalando-pre-owned merchandise.

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

10.4 For further information in respect of the Zalando Trade In Option for unworn and worn pre-owned clothing, please [see the Conditions for Trade In Option](#).

10.5 These T&Cs can be viewed at [www.zalando.ie](http://www.zalando.ie). You can also print or save this document by selecting the usual commands in your web browser (usually File -> Save as). You can also [download and archive this document as a PDF](#). To open the PDF file, you will need Adobe Reader, which you can download for free at [www.adobe.de](http://www.adobe.de), or a similar PDF viewer.

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

10.7 As a customer, you have the option to contact a local ADR organ in the event of any dispute which you have been unable to settle directly with Zalando SE. You can use the ADR to try to reach an out-of-court settlement, which usually is easier, quicker and cheaper than initiating a legal action in court. Please, however, note that the possibility to use ADR is available only if you live within the EU and the trader is based in the EU.

## 11. How Our Ranking Works

11.1 Our recommender systems are designed to help you find the most relevant products among the thousands available on our platform. It is based on a combination of algorithms and criteria that are continuously refined to ensure an optimized shopping experience.

### 11.1.1 Key Parameters Influencing Rankings

- **Relevance to Search Query:** Our system prioritizes products that match your search terms or browsing behavior. This includes assessing product titles, descriptions, product images and categories for alignment with your input, your filters, your categories, your sorting.

- **Popularity:** Products that are frequently purchased, highly rated, or often viewed by other customers may rank higher, as these indicators suggest customer satisfaction and interest.
- **Personalization:** If you are logged into your account, our system may use your browsing history, purchase history, and preferences (e.g., size, style) to tailor the ranking to your interests.
- **Price:** While all price ranges are represented, the system may highlight products that align with your historical preferences and/or current promotions.
- **Promotions and Sponsored Content:** Products that are part of special promotions or are sponsored by sellers may be given higher visibility. Sponsored listings are clearly labeled as such to ensure transparency.
- **Availability:** Products in stock and available for immediate purchase are prioritized to enhance your shopping experience.
- **Sustainability Indicators:** Products meeting certain sustainability criteria, such as eco-friendly materials or production methods, may be given preference if you have shown interest in such attributes.
- **Country:** Which version of the Zalando Shop you are visiting might have an influence on which products are available to you.

**11.1.2 How parameters interact:** The relative importance of these parameters can vary based on the context of your search or browsing session. Most relevant parameters are the country, item information, the selection of filters and sorting, e.g. favoured sizes, and the popularity of items as well as preferences, purchases and browsing activities. Below, we provide an overview of how our ranking works, including the key parameters and their interplay that influence the order in which products are displayed to you:

- **Search Relevance First:** If you perform a specific search query, relevance to that query will be weighted most heavily, while other parameters such as popularity or personalization will play a secondary role.
- **Personalization Priority:** When browsing without a specific query, your previous interactions with the platform will influence the ranking, alongside product popularity and availability.
- **Promotion Influence:** Sponsored content and promotions are integrated into the ranking with a balanced approach, ensuring that they do not overshadow organic results that match your interests.

**11.1.3 Transparency and User Control:** We are committed to providing you with a transparent shopping experience. To this end:

- **Sponsored Content Labeling:** Sponsored products are clearly marked with a label to differentiate them from organically ranked items.
- **Sorting Options:** You can override the default ranking by using sorting options such as "Price: Low to High", "Customer Ratings", or "Newest First" to tailor the product order to your preferences.
- **Personalization Settings:** You can manage your personalization preferences or choose to browse anonymously by adjusting your account settings.

**11.1.4 Algorithmic Monitoring and Updates:** To ensure fairness and relevance, our recommender system is monitored and updated regularly. We conduct rigorous testing to identify potential biases and continuously improve the algorithm to align with your needs and expectations.

**11.1.5 Managing your preferences:** The respective parameters for an individual recommender system can be accessed via the "info-i" symbol on the recommender system, for example on the catalogue page. The following link will provide you with further information on the profile information we use and the possibility of influencing the use their use for the recommender systems on the entire platform:

Link to Recommendation preferences: <https://en.zalando.de/myaccount/recommendation-preferences/>

10243 Berlin

Executive Board: Robert Gentz & David Schröder (both co-chairs of the board), Dr. Astrid Arndt,  
Anna Dimitrova, David Schneider

Supervisory Board Chairperson: Kelly Bennett

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

VAT ID: DE 260543043

Local WEEE & BATT-Reg.- PRL Nr: 3349WB

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