

## **Summary of our general terms and conditions**

The general terms and conditions give you an overview of our services on Zalando.de. 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 us](#) 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 **here**.

## **Standard Terms and Conditions Zalando**

Wenn Sie die Darstellung in deutscher Sprache bevorzugen, wählen Sie bitte die deutsche Sprachoption oben in der Kopfzeile der Website oder in den Einstellungen in Ihrem Kundenkonto.

### **Standard Terms and Conditions (T&Cs) for orders placed online at [en.zalando.de](https://en.zalando.de)**

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.de](https://www.zalando.de) and are directed exclusively at consumers who conclude the purchase for a purpose that cannot be attributed to their commercial or professional activity.**

The [en.zalando.de](https://en.zalando.de) website offers "Zalando merchandise", "Zalando partner merchandise" and "Zalando Pre-owned merchandise" (also called "pre-owned") for sale.

Zalando merchandise is all merchandise that we offer on [www.zalando.de](https://www.zalando.de), unless we advise that it is Zalando partner merchandise.

Zalando partner merchandise is merchandise that we offer on [en.zalando.de](https://en.zalando.de) and identify as partner merchandise. All Zalando partners are Business Traders.

Zalando pre-owned merchandise is merchandise that we offer on [en.zalando.de](https://en.zalando.de) and identify as "pre-owned".

## **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 [en.zalando.de](https://en.zalando.de) we enter into German or English language contracts only. You can choose your preferred language by using the language selector in the header of the website or by going to My Account in the mobile App.

1.3 When you order Zalando merchandise and Zalando pre-owned merchandise, your contract is with Zalando SE, Valeska-Gert-Str. 5, 10243 Berlin. When you order Zalando partner 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 (kongruentes Deckungsgeschäft)). 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. Our stock includes the relevant Zalando partner's stock where Zalando partner merchandise is ordered. We deliver within Germany. 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.

## **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 German 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, except for express deliveries or if stated otherwise (see also the further regulations of this clause 2.3).

2.3 For orders in the amount of 29,90 € or above the delivery is free. Orders of less than 29,90 € shall incur a delivery fee of 4,90 € including VAT. 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.

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.

## **3. Payment**

3.1 We generally accept the following payment methods: cash in advance, credit card, payment on account 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 If you purchase on account, you will be informed about the due date of the purchase price before you place an order in the checkout.

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

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

4.1 Promotional vouchers are vouchers that cannot be purchased, but are 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. Gift Cards and their redemption**

5.1 Gift Cards may be applied to purchase eligible products, which are products that serve the appearance of a person, offered by Zalando and Zalando Partners on the Zalando website and app. A Gift Card may not be used to purchase more Gift Cards. Zalando Gift Cards are limited to the amount of € 200,- per Gift Card. It is possible to use multiple Gift Cards per purchase, up to a maximum value of € 200,-. Any remaining amount can be used for future purchases. If the value of a Gift Card is not enough to cover the entire order, the difference can be paid using any of the accepted payment methods.

5.2 Gift Cards can only be used prior to your order. The value of Gift Cards will not be paid out in cash, nor will it accrue interest.

5.3 Gift Cards are valid for a limited period of 5 years from the purchase date.

5.4 Should you cancel your order or return goods that used a Gift Card, the amount paid will be made available for future purchases.

#### **6. Statutory right of revocation in respect of Zalando merchandise**

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, Telefon: 030 20 21 98 00, Telefax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.de](mailto:revocation@zalando.de)) 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). 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, fax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.de](mailto:revocation@zalando.de):

I/we (\*) hereby revoke the contract concluded by me/us (\*) to purchase the following merchandise (\*):

- ordered on (\*)/received on (\*)
- name of customer(s)
- address of customer(s)
- 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. Statutory right of revocation in respect of Zalando partner merchandise and Zalando Pre-owned merchandise**

When you purchase Zalando partner merchandise and Zalando Pre-owned 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. If you require a new return shipping label, you can contact Customer Care to request one (contact details below). Please help us to avoid unnecessary costs by always using the return shipping label when returning merchandise.

#### **Information regarding the right of revocation:**

You have the right to 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, Telefon: 030 20 21 98 00, Telefax: +49 (0)30 2759 46 93, e-mail: [revocation@zalando.de](mailto:revocation@zalando.de)) or the relevant Zalando partner 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 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 or our Zalando partner 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 Zalando Pre-owned or our Zalando partner have/has 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 the relevant Zalando partner or Zalando Pre-owned without undue delay, but at least within 14 days from the day on which you gave us your notice of revocation of this contract. You will find a link identifying the Zalando partner or Zalando Pre-owned and providing their contact information on the web page for each product. You will also find their contact details in the PDF file entitled "Information regarding the right of revocation" attached to the order confirmation we send to you.

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, fax: +49 (0)30 2759 4693, e-mail: revocation@zalando.de:lando partner).

I/we (\*) hereby revoke the contract concluded by me/us (\*) to purchase the following merchandise (\*):

- ordered on (\*)/received on (\*)
- name of customer(s)
- address of customer(s)
- 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**

#### **8. Option to return merchandise up to 100 days after receipt**

8.1 Without prejudice to your statutory right of revocation, we offer you the option of returning merchandise within 100 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 100 days of receiving them (this period commences upon your receipt of the merchandise).

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

8.3 If you are returning Zalando partner merchandise, you can use the return shipping label enclosed with your order. Otherwise there is a link to the relevant Zalando partner's contact details on the web page for each product. You will also find their contact details in the PDF file entitled "Information regarding the right of revocation" attached to the order confirmation we send to you.

8.4 Your merchandise will be deemed returned within 100 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.

8.5 The voluntary 100 days return right does not exist for contracts subject to sealed goods which have been unsealed after delivery and which are not suitable for return due to hygienic reasons.

8.6 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 from the voluntary 100 days return right. The voluntary 100 days right of return is not applicable for the purchase of gift vouchers.

## **9. 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.

## **10. Customer Care**

For questions please contact our [customer care team](#).

## **11. Statutory liability for defects and further information**

11.1 The relevant statutory provisions govern our liability for defects.

11.2 **Liability when ordering Zalando-Pre-owned merchandise:** Please note that when ordering Zalando-Pre-owned articles, these are used articles. 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-Wardrobe merchandise.

11.3 **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 warranty rights exist.

11.4 The offers made available at [www.zalando.de](http://www.zalando.de) can be used by persons of at least 18 years of age.

11.5 Each customer is only entitled to have one customer account with Zalando at any time. We reserve the right to delete multiple registrations.

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

11.7 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.

11.8 In the recommender systems we show you articles that we think you might like in order to make your search easier. For this purpose, we use various parameters to make recommendations that are as relevant for you as possible. These 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. The main parameters that significantly influence the display of products on the catalogue page are 1. popularity, 2. the time of introduction of the item, 3. current sales campaigns and 4. the price. The respective parameters for an individual recommender system can be accessed via the ⓘ 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:  
<https://en.zalando.de/myaccount/recommendation-preferences/>.

Kind regards,

Zalando SE Valeska-Gert-Str. 5

10243 Berlin

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

Supervisory Board Chairperson: Kelly Bennett Registered with the Local Court (Amtsgericht) of Charlottenburg Berlin, HRB 158855 B VAT ID: DE 260543043

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