



Attachment 1 General terms and conditions G-Star Raw Denim S.L.:

## Model withdrawal Form G-Star

(If you want to cancel the contract, please fill out this form and send it back.)

To: service.es@g-star.com

or: **G-Star Raw Denim S.L.:** calle Almogàvers, 119-123, planta baja, 08018 Barcelona (España).

- I/ We \_\_\_\_\_ (name of consumer) hereby give notice (s) from my / our (\*)  
cancellation of the contract concluded about the purchase of the following products

\_\_\_\_\_  
\_\_\_\_\_

- Appointed on \_\_\_\_\_ / received on \_\_\_\_\_

- Name / consumer (s): \_\_\_\_\_

- Address of the / consumer (s): \_\_\_\_\_

- Signature of / consumer (s) (only with message on paper):

\_\_\_\_\_

- Date: \_\_\_\_\_

**G-STAR RAW**

## GENERAL TERMS AND CONDITIONS FOR CONSUMERS

### Definitions

Seller: G-Star Raw Denim S.L.;  
Street address: calle Almogàvers, 119-123, planta baja, 08018 Barcelona (España).  
E-mail address: service.es@g-star.com  
Telephone number: 800-098156  
Telephone contact hours: Mon-Fri 9:00-20:00 | Sat 10:00-14:00  
Website: www.gstar.com  
Buyer: a natural person who is of legal age and who is not acting within the context of practicing a profession or conducting a business, with whom the Seller concludes an Agreement.

Order: an order placed by the Buyer in accordance with the procedure described in article 2.1 for the delivery of one or more products.

Product: a G-Star product that the Seller offers for sale on the Website.

Purchase Price: the price indicated on the Website for a Product, including the VAT and the shipping costs.

Agreement: The Order, which the Seller has accepted as such.

Website: www.g-star.com.

### 1.1

These General Terms and Conditions that have been made available online by the Seller on www.g-star.com govern all offers, orders, agreements and other legal relationships between the Buyer and the Seller with respect to the use of the Website, including the purchase and sale of a Product on or via the Website.

### 2.1

The presentation and advertising of Products in our Website does not constitute a binding offer to conclude a purchase agreement.

### 2.2

The Buyer may select Products from the Seller's range of goods, particularly clothing, shoes and fashion items in the desired style, colour and size, and place these into a "shopping cart" by clicking on the "add to cart" button.

### 2.3

As soon as the Buyer has finished selecting the contents for the shopping cart, they can continue by clicking on the button "proceed".

They are firstly taken to an overview of the goods in the shopping cart with their properties, price and the delivery time. After clicking on the button "proceed", the Buyer types in their invoice address, and if the delivery address differs from the invoice address, also gives the desired delivery address. In the further checkout process, the buyer can also choose alternative shipping destinations (Pick Up Point, G-Star Store). After clicking on the "proceed to delivery" button, the Buyer can choose from three alternative despatch destinations:

o The Buyer can arrange for the shipment to be delivered to a G-Star Store from which the Buyer can pick up the goods after delivery to this store; o The Buyer can arrange for the shipment to be delivered to a pick-up point from which the Buyer can pick up the goods after delivery to this pick-up point; o The Buyer can give a shipping address of their choice (such as their home address) to which the goods are to be delivered. After selecting the shipping method and the specific address of the specific G-Star Store or pick-up point, the Buyer can continue with the ordering process by clicking on the "proceed to secure payment" button.

### 2.4

The Buyer can then choose between the following payment methods:

Credit card: With this payment method the Buyer must enter the corresponding credit card information. By clicking on the "pay" button the Buyer then submits a legally binding order. This "pay" button will only work if the General Terms and Conditions of the Seller have previously been approved by checking the box next to the information concerning these General Terms and Conditions. Before clicking the "pay" button the Buyer can cancel the order at any time, change the contents of the order by removing existing goods from and/or adding new products to the shopping cart, and change the shipping address and payment method. We would point out that, with this payment method, the placing of the binding order and payment take place simultaneously.

Immediate bank transfer: with this payment method the Buyer submits a legally binding order by clicking on the "pay" button. This "pay" button will only work if the General Terms and Conditions of the Seller have previously been approved by checking the box next to the information concerning these General Terms and Conditions. Before clicking the "pay" button the Buyer can cancel the order at any time, change the contents of the order by removing existing goods from and/or adding new products to the shopping cart, and change the shipping address and payment method. Once they have clicked on the "pay" button, the Buyer will be redirected to the website of the external provider to make payment.

PayPal: with this payment method the Buyer submits a legally binding order by clicking on the "pay" button. This "Buy now" button will only work if the General Terms and Conditions of the Seller have previously been approved by checking the box next to the information concerning these General Terms and Conditions. Before clicking the "pay" button the Buyer can cancel the order at any time, change the contents of the order by removing existing goods from and/or adding new products to the shopping cart, and change the shipping address and payment method. Once they have clicked on the "pay" button, the Buyer will be redirected to the PayPal website to make payment.

### 2.5

An agreement only comes into existence once the Seller has accepted the order, either by means of a declaration of acceptance or by delivering the ordered Product. The Seller shall immediately confirm the receipt of the Order which the Buyer has placed via the Website in an e-mail to the Buyer. Such an e-mail does not yet constitute a binding acceptance of the Order unless, besides the confirmation of receipt, it also contains a statement of acceptance.

### 2.6

The Seller reserves the right to refuse the Order placed by the Buyer or delete the Buyers account in the following cases:

if the total value of the Order exceeds the sum specified in the payment section of the FAQs;  
if the information submitted by the Buyer is false and/or incomplete, or if the Seller can reasonably question its veracity;  
if due payment by the Seller does not take place immediately after placing the Order by clicking on the button "Buy now";  
if the Buyer has already failed to fulfill their payment obligations towards the Seller in the past;  
if the Buyer has refused to accept and/or failed to collect any orders which they have placed with the Seller in the past;  
if there is an obvious or processing error in the prices given on the Website; or  
if the desired delivery address is not located in your country of residence; or  
if any activity from the Buyers account appears fraudulent or suspicious.

### 2.7

The Seller shall notify the Buyer as soon as possible if an Order is not accepted. In such a case, any payments which have already made by the Buyer shall be immediately refunded.

### 2.8

The Order, the confirmation of the Order by the Seller, as well as the Data Protection Directive and the Conditions of Use of the Website published on the Website, and these General Terms and Conditions, constitute the entire

Agreement between the Buyer and the Seller with regard to the use of the Website and the placing and carrying out of an order.

### 2.9

After the Buyer has clicked on the "Pay" button, thereby placing a legally binding Order, they are taken to a payment page in accordance with their chosen payment method. On that page, the Buyer completes the appropriate fields in order to carry out the payment and then authorises the payment.

### 5.1

Users who conclude a long-distance transaction have a legal right of withdrawal from purchasing the Product.

### 5.2 WITHDRAWAL POLICY

Right of withdrawal  
You have the right to withdraw from this Agreement within a term of fourteen days without giving reasons.

The withdrawal period is fourteen days from the date on which you, or a third party named by you, who is not the promoter, take possession of the Products, or (in the case of an Agreement governing several Products which you ordered in one single Order and which were delivered separately), the last Product to be delivered, or (in the case of an Agreement governing the delivery of a Product in several part-deliveries or pieces), the last part-delivery or the last piece to be delivered.

To exercise your right of withdrawal you must inform us at the email, address or phone as stated at the top of this page by means of a clear declaration (e.g. by sending letter by post, telefax or e-mail), of your decision to withdraw from the Agreement. To do this, you can use the Specimen Withdrawal Form attached as Appendix 1, although this is not mandatory.

To adhere to the deadline for returning the Product, it suffices to send the notification exercising your right of withdrawal prior to the expiration of the withdrawal period for returning Products.

### The consequences of withdrawal

If you withdraw from the Agreement, we shall be obliged to refund all payments that we have received from you, including the delivery costs (with the exception of any additional costs incurred due to your having chosen a different type of delivery to the low-cost standard delivery that we offer), promptly and within a term of fourteen days from the date on which we receive the notification of your withdrawal from the Agreement. To carry out the refund, we will use the same payment method as that used by you in the original transaction, unless a different agreement has been expressly concluded with you; you will never, under any circumstances, be subject to any charges due to this refund.

We can refuse to refund your payment until we receive the returned Product from you, or until you provide proof that you have sent the Product back to us, depending on which of the two takes place first.

You shall send back, or hand over, the Product to us without delay and at all events within, at the latest, a term of fourteen days from the date on which you send us written notification of withdrawal from the Agreement to the following address: G-Star Warehouse CBW, Casablancaweg 9, 1047 HP Amsterdam, Netherlands. The withdrawal period will be observed if you dispatch the Product before the term of fourteen days has expired. We shall bear the shipping cost of sending Products back to us.

You will only have to pay the cost of any loss of value of the Product provided the said loss of value can be ascribed to unnecessary modes of handling the Product in order to test its quality, features and way of functioning.

### Exceptions in which the right of withdrawal does not apply:

You do not have a legal right of withdrawal for long-distance contracts concerning the following:  
the delivery of Products which are not ready-made, and which have been manufactured in accordance with a decisive individual choice or decision made by the Consumer, or which are especially tailored to the personal requirements of the Consumer, and/or,  
the delivery of sealed Products which are not suitable for return for reasons of health protection or hygiene, in cases where their seal has been removed after delivery,

### - END OF WITHDRAWAL POLICY -

### 5.3

We like to draw your attention to the Withdrawal Form which you can find at the bottom of this page in attachment 1. This form merely represents an option for notifying us of withdrawal, but its use for that purpose is not compulsory.

### 3.1

Shipment will be made using a carrier designated by the Seller.

### 3.2

After the Agreement has been concluded the Seller will send the Products as quickly as possible, and in any event within fourteen (14) days, to the address indicated by the Buyer, provided that the Seller has received the full Purchase Price if the Buyer has chosen for advance payment and unless the parties have agreed on a longer delivery period.

### 3.3

The Seller will make delivery in accordance with agreed delivery dates to every extent possible; however, the Buyer acknowledges that the delivery dates are based on the circumstances of which the Seller is aware at the time at which the Agreement is concluded and, insofar as they are dependent on work or services to be provided by third parties, on the information that such third parties provide to the Seller.

### 3.4

The Buyer will receive notice within 14 (fourteen) days after the Agreement is concluded in the event that the delivery is delayed or in the event that an order cannot be executed in whole or in part, in which case the Seller will be entitled to dissolve the Agreement free of charge until the time at which the Order is shipped.

### 3.5

The risk with respect to any damage to or loss of the Products will be transferred to the Buyer as from the time at which the Products are delivered.

### 4.1

The prices indicated on the Website are denominated in your local currency or in euros, are inclusive of Value Added Tax (VAT) and are exclusive of shipping costs. The return shipping costs will be borne by the Seller. The total Purchase Price due will be indicated when the Order is placed and when the Agreement is confirmed.

### 4.2

The Seller will be entitled to adjust the prices indicated on the Website from time to time without any notice being required. The prices indicated at the time at which the Order is placed will be deemed to be the prices that form part of the Agreement.

### 4.3

Payment may be made using the methods indicated on the Website and must be made within 14 days after the Product has been delivered.

### 4.4

The Buyer is obliged to notify the Seller immediately regarding any errors in the payment details that the Buyer has provided to the Seller.

### 4.5

In the event that the Buyer exceeds the term for payment he/she will be in default by operation of law, and the Seller will be entitled to charge statutory interest on the outstanding amount as from the due date.

### 5.1

The Buyer will be entitled to return the Product that has been delivered, free of charge, within a term of 30 days after the Product has been received, without stating his/her reason for doing so, in the manner indicated by the Seller, provided that the Product has not been worn (trying on clothing is permitted), is undamaged and (insofar as possible) is in the original and undamaged packaging. The Buyer will not be permitted to exchange the Product for another Product. If the Buyer wishes to purchase another Product he/she will have to place a new order on the Website.

### 5.2

In the case referred to in the preceding subsection, the Seller will refund the Purchase Price as quickly as possible, but in any event within 30 days after G-Star received the returned product. If not all the Products that form part of the Agreement are returned, the Seller will be entitled to deduct the original shipping costs from the Purchase Price to be refunded because the same amount of shipping costs will be due for the Products that have not been returned.

### 6.1

The Seller is not liable for any damage as a result of a delay in the delivery or a failure to deliver that has been caused by circumstances that impede the Seller from complying with its obligations, and that cannot be attributed to the Seller because they cannot be blamed on the Seller, and cannot be deemed to be for the Seller's account in accordance with the law, a legal act or in accordance with generally accepted standards, such as - but not restricted to - war, threat of war, civil war, riots, a day of national mourning announced by the government, strikes, transport problems, trade limitations, problems with customs authorities, fire, flooding, earthquake or the bankruptcy of third parties engaged by the Seller, a failure on the part of the Seller's suppliers to supply goods or a failure on the part of the Seller's suppliers to supply goods in a timely manner, interruptions in the supply of goods to be delivered by third parties, including water and electricity, and other serious interruptions in the business operations of the Seller or third parties that it engages.

### 6.2

If as a result of a situation involving force majeure the Seller fails to comply with its obligations under the Agreement or fails to do so in a timely manner, the Seller will be entitled to perform the Agreement within a reasonable term or - if compliance within a reasonable term is not possible - to dissolve the Agreement in whole or in part, without the Seller being obliged to pay the Buyer any compensation in that respect.

### 7.1

The contact details of the Seller and of the third parties that the Seller has engaged to handle complaints can be found by clicking on the 'Customer Support' button on the Website.

### 7.2

The Buyer will be obliged to inspect the Product when it has been delivered and to notify the Seller within a reasonable term in the event that there are any visible defects or other complaints regarding the performance of the Agreement. Such complaints must be submitted in writing and must be fully and clearly substantiated.

### 7.3

The Seller will respond to any complaints that it receives within a term of 14 days after it receipt. The Seller will notify the Buyer within a term of 14 days in the event that it is foreseeable that the complaint will require a longer term to be processed, stating the term within which the Buyer can expect to receive an answer.

### 7.4

The Buyer acknowledges that: minor deviations and deviations that are generally considered acceptable in respect of the quality, size, colour, finishing, etc. of Products cannot be avoided or are difficult to avoid and do not constitute a well founded reason to submit a complaint. Such complaints, and complaints regarding the removal of certain Products from the Website, are not well founded. The Seller will not be liable for any damage that the Buyer sustains as a result of such deviations or the removal of such Products from the Website.

### 7.5

The Buyer will fully cooperate in the event that the Seller recalls a Product. The Buyer will notify the Seller immediately in the event that the Buyer suspects that a Product has a safety defect and is subject to being recalled.

### 9.1

The Seller will retain the title in respect of any and all goods to be delivered until the following obligations towards the Seller have been complied with in full: the performance and obligations (including payment obligations) that the Buyer owes/has in respect of any and all goods that have been or that will be delivered in accordance with the agreement; and claims on the ground of the Buyer's breach in respect of his/her compliance with this agreement.

### 10.1

The Seller is required by law to provide a Product that meets the contract with the Buyer.

### 10.2

The Seller is not liable for any indirect, additional or consequential damage, of any kind whatsoever, that the Buyer sustains in connection with the Agreement. Under no circumstances will any direct damage, for which the Seller is legally liable towards the Buyer, exceed the Purchase Price. This provision is not intended to exclude the Seller's liability in the event of bodily injury or death.

### 10.3

The Seller refers to the disclaimer with regard to its liability in respect of the Website and the use of the Website.

### 11.1

The law of the country of your residence applies to this agreement.

### 12.1

In the event that any provision contained in these General Terms and Conditions is invalid: the remaining provisions contained in these Terms and Conditions will nonetheless remain in effect; and the invalid provision will have to be interpreted as, or converted into, a valid provision having the same purport to every extent possible.

### 13.1

The Seller will be entitled to amend these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions will be placed on the Website. The Buyer must always consult these General Terms and Conditions before using the Website. If the Buyer is unable to consult the General Terms and Conditions via the Internet the Seller will send the Buyer a copy of the most recent version of the General Terms and Conditions by e-mail.

Version November 2016