

TERMS OF SALE

1 INTRODUCTION

- 1.1 These Website Terms of Sale apply to all sales made from Monsoon Accessorize Limited's International Website www.monsoonlondon.com and www.accessorize.com.
- 1.2 It is important that you read these Website Terms of Sale ("Terms of Sale") carefully before ordering any products from this Website ("Product(s)") and ensure you understand them.
- 1.3 Together with our Security and Privacy policy and our below Terms of Use, they govern the relationship with you in relation to this Website and your purchase of Product(s) from this Website.
- 1.4 Please note that by placing an order ("Order"), you confirm that you agree to these Terms of Sale. Please understand that if you refuse to accept these Terms of Sale, you will not be able to order from this Website.
- 1.5 We suggest that you print a copy of these Terms of Sale or save them to your computer for future reference.
- 1.6 We have the right to amend these Terms of Sale from time to time. However, each Contract will be subject to the Terms of Sale that were in force at the time of your Order, except to the extent that any change is required by law, regulation or governmental body (whether before or after we give you a Confirmation), or we notify you of any changes to these Terms of Purchase before we give you a Confirmation.

2 WHO ARE WE?

- 2.1 We are Monsoon Accessorize Limited, a company registered in England and Wales at Companies House. Registered Number: 1098034. Our registered Office is at 1 Nicholas Road, London, W11 4AN, United Kingdom. Our UK VAT Number is 394 6756 95.
- 2.2 Globale U.K. Limited ("Global-e") is a company registered in England and Wales (company registration number 08632376) whose registered office is at 2nd Floor, 45 Leather Lane, London EC1N 7TJ, United Kingdom. The registered VAT number for Global-E is 177 900680.
- 2.3 Global-e is our international sales partner and will be processing your order, including taking your payment and delivering your Orders via a network of approved carriers.
- 2.4 If you have any questions about our Terms of Sale or a problem with an Order, please contact our Website Customer Service department at onlinecustomerservices@monsoon.co.uk or call us on 0203 372 3052 (UK only). We are open 8:30am to 7:30pm CET Monday to Friday and 9am to 6pm CET Saturday and Sunday.

3 ORDERING AND DELIVERY INFORMATION

- 3.1 Please make sure the email address you provide is correct and your mailbox is in proper working order. All Order confirmations and acceptances are sent to that email address. Please check any spam folders you may have for Order communications.
- 3.2 No Orders should be placed by persons under the age of 18.
- 3.3 For delivery information, including costs, please see our Delivery Information page.
- 3.4 Whilst we try to ensure that all details (including prices) displayed on this Website are correct and up to date, we have a large number of products on our Website and sometimes products may be incorrectly priced. You must ensure that prior to placing an Order, you have checked all relevant details about the Products you have selected as their relevant details may have changed since you last visited this Website. Product prices shown on this Website may change

from time to time, for example, if the Product you are ordering is subject to a promotional discount or offer which is either applied or withdrawn during the selling period. Please note if a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the relevant products to you at the incorrect (lower) price.

- 3.5 All Products displayed on this Website are subject to availability and all orders are subject to acceptance.
- 3.6 Prices do not include applicable sales taxes, delivery charges or other international taxes or duties which will be added to your total prior to you placing your Order.
- 3.7 Orders are submitted via the Website in the following way:
 - (a) Once you are ready to make a purchase, click on 'Add To Shopping Bag' to add the Product you wish to purchase to your Shopping Bag. Then proceed by clicking 'Checkout' to log into secure servers to complete your Order.
 - (b) You will be asked for your email address to proceed. At this point, you do not have to create an account with us but you are required to provide an email address to process your Order.
 - (c) If you have already registered with us you may enter your sign-in details to access your account.
 - (d) You will be required to enter your delivery and billing address details if this is your first Order or do not have an account. If you have an account, you can use the address details from your account or add a new delivery address. You will then be required to enter your payment details.
 - (e) We currently cannot store payment details so you will need to enter these each time you place an Order.
 - (f) If any delivery charges are payable these will then be added to the amount you will be charged.
 - (g) Before checking out, you must confirm you wish to make an Order and accept these Terms of Sale.
- 3.8 Once you have completed your Order, you may create an account with us, which requires a password. You must keep this password confidential and must not disclose it or share it with anyone else. The address that you register with must be the address that your payment card statement is sent to, however you can use a different shipping address.
- 3.9 Once you submit your Order, Global-e will usually then send you a confirmatory email to acknowledge that your Order has been received ("Confirmation"). Please note that the Confirmation does not constitute acceptance of the Order, and no contract for the sale of merchandise under the Order shall come into effect, until you are notified by email that we have dispatched the Merchandise to you. At this point a contract ("Contract") is formed and, depending on your payment method, your payment will be processed in accordance with these Terms of Sale using the payment details you have given to take payment for your Order.
- 3.10 You will receive a further email from Global-e confirming despatch of the Product(s) to the shipping address you have requested.
- 3.11 You should check each email for accuracy and let us know immediately if there are any errors using the contact details above.
- 3.12 When you submit your Order, you are offering to buy the Product(s) at the price set out in the Order. Prices are checked regularly. However, if we find the price has changed, or that there

has been a pricing error when we receive your Order, we will contact you and ask if you wish to proceed at the correct price.

- 3.13 If there are any problems with your Order (for example, we don't have the products you wanted in stock, we can only fulfil part of your Order, or we find the price has changed), you will be contacted by a representative from the Monsoon Accessorize Website Customer Services.
- 3.14 Please be advised that we are unable to rectify mistakes you have made on your Order so do check it carefully before checking out. Please see the section below for your rights to cancel.

4 PAYMENT

- 4.1 Payment is taken by our international sales partner, Global-e.

Accepted Payment Methods

- 4.2 You may pay by debit card, credit card or another alternative payment method specified as part of the checkout process. Global-e may change the payment methods at any time but this will not affect any existing Order. The availability of a certain payment method may depend on your geographical location. When being charged, the descriptor you will see shall include Global-e identified as 'Global-e' and will substantially look like this: ****Global-e//Monsoon**** or ****Global-e//Accessorize****.
- 4.3 If you place an order on the Website, then you acknowledge and agree that: (i) Global-e will charge you through the payment method you have selected for your Order and such other amounts that may accrue in connection with the Order; (ii) that you will provide valid and current information for (a) yourself and (b) if applicable, another person, but only if you have first obtained their express consent to do so; (iii) that Global-E may use tools, software or services of payment processors to process transactions on their behalf; (iv) if your payment is not received by Global-e for any reason from your card issuer, you agree to promptly pay all amounts due upon request and using the method that Global-e reasonably prescribes; and (v) you may be charged bank or credit/debit card issuer with additional fees (such as foreign transaction fee or cross border fee) or surcharges imposed by your bank or credit/debit card issuer.
- 4.4 Payment by Invoice with Klarna: In cooperation with Klarna and in certain jurisdictions only (Denmark, Norway, Finland, Sweden, Germany, Austria, Netherlands), you may be offered the opportunity to purchase goods using Klarna as a payment method. The terms and conditions which will apply to payment by Invoice with Klarna can be found [here](#), noting that German (not English) are the governing and binding language of such terms and conditions. Eligibility for use of the Klarna invoicing payment method will be determined by Klarna in their sole discretion and we accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your goods using payment by invoice with Klarna, you will be sharing your personal data with Klarna and the terms of Klarna privacy policy shall apply to their use of your personal information. We shall have no responsibility for their use of your personal data.

Currency

- 4.5 The price of Products is calculated according to the rate of exchange between the base currency on the Website and the local currency of the destination country at the time you place your Order. Global-e reserves the right to update such exchange rates regularly at its sole discretion, and you acknowledge that such updates may affect product pricing on the Website. You will be charged according to the applicable exchange rate at the time you place your order via the Website.

Taxes

- 4.6 For certain shipping destination countries and/or products, you may be offered the option to pre-pay applicable taxes, which will then be calculated and included in the final price when you place an Order through the Website. You acknowledge that such taxes are set by the shipping destination country and therefore may vary from country to country.
- 4.7 In the event that the option to pre-pay applicable Taxes is available for you and you choose to pre-pay such taxes, your final price will be fully guaranteed by Global-e, and Global-e will be fully responsible for paying the taxes determined by your delivery destination country upon import of your Order.
- 4.8 For clarity, the option to pre-pay taxes may not be available for your shipping destination country and/or your products, in which case: (a) you acknowledge that the amount of taxes displayed under the pre-pay option on the Website is an estimate only, and the actual taxes payable by you may be more or less than such estimate; and (b) you will be fully responsible for paying all applicable taxes directly to the relevant authority (and for reclaiming them in the event of a cancellation of your order or the return of products, to the extent permitted in the these Terms of Sale) as determined by the authorities of the shipping destination country, and neither we nor Global-e shall have responsibility or liability in connection with the foregoing.
- 4.9 Global-e may contract with a local licensed customs broker in your country, in which case, by placing an Order through the Website, you authorise the applicable customs broker to act as your agent to: (a) conduct transactions with the local customs authority; (b) execute related documents on your behalf in connection with the import of products in your order; (c) facilitate your payment of applicable taxes and duties; and (d) if applicable, return such products to Monsoon (subject to these Terms of Sale) and (if applicable) handle the associated reimbursement claim for taxes and duties paid. You acknowledge that, in the case of a return of Products under these Terms of Sale, you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back such taxes from the applicable tax authority, to the extent possible, and neither we nor Global-e shall have responsibility or liability in connection with such claim.
- 4.10 If you elect not to pre-pay taxes and duties, or fail to pay taxes and duties, or refuse to accept products not in accordance with a due cancellation procedure under these Terms of Sale, in each case resulting in the products being returned or needing to be returned to us, then you may be liable for the return delivery costs and may not be reimbursed or refunded for delivery costs paid by you for making the delivery to you. We may also charge you with additional direct or indirect charges resulting from said failure or refusal. We may, if it is in accordance with these Terms, reimburse and refund you for the cost of the products, but not the import charges which may or may not be reimbursable by the relevant authority

5 DELIVERY

- 5.1 Please see the Delivery Charges for details of delivery times depending on your location. We will arrange for delivery of the products and aim to deliver your order by the timing for your selected delivery method.
- 5.2 Ownership of the Product(s) you order shall pass in accordance with these Terms of Sale, in the United Kingdom (where the contract for the sale of Product is concluded). The ownership of the Products ordered will pass to you the moment Global-e has dispatched the Products to you (provided that you have made full payment of the Order price plus delivery charges and any other charges payable under these Terms of Sale, as applicable). You will be considered the 'importer of record' of the Product(s), and Global-e will only be facilitating the importation on your behalf as your agent. You therefore need to comply with all applicable laws, regulations, and rules of the country into which you import the Product(s).

6 PRODUCTS

- 6.1 The images of the products on the Website are for illustrative purposes only. Although we make every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the products. Your products (including their labelling or packaging) may vary slightly from those images.
- 6.2 Any products purchased are for non-commercial use or import, and must not be made available for re-export or resale.

7 CANCELLATION RIGHTS AND RETURNS POLICY

Right to change your mind if you are located in the EU

- 7.1 In addition to your other legal rights, if you are located in the EU you have the right to cancel the Contract (other than in relation to personalised or other products which we have specified as non-returnable, such as unsealed products) and receive a refund for all sums paid for the returned item except that where you selected a more expensive method of delivery, we are only obliged to refund you the cheapest method of delivery.
- 7.2 Your right to cancel a Contract and get your money back starts from the date of your Confirmation email relating to that Contract and ends 30 days after delivery, or, if they are outlet or sale products, 14 days after delivery.
- 7.3 You may inform us of your intention to cancel by writing to us at Monsoon Building, Website Customer Services, 1 Nicholas Road, London W11 4AN, United Kingdom or by email at onlinecustomerservices@monsoon.co.uk. You may but are not obliged to use the following model cancellation form:

To: Monsoon

I hereby give notice that I cancel my contract of sale of the following Products:

[insert name of Products to be returned]

Ordered on [insert date of Order]

Order No: [insert relevant Order no]

Your name (or the customer's name if different):

Your address (or the customer's address if different):

Date:

- 7.4 If you choose to cancel, then you must, at your own cost, return the Product(s) to us at our warehouse within 30 days from the date the order is received. You must ensure that you take reasonable care of the Product(s). We may make a deduction from any refund we owe you for use as a result of any unnecessary handling by you (i.e. beyond what you would do in a store).

Damaged or defective products

- 7.5 We are under a legal duty to supply products in conformity with the Contract. As a consumer, you have legal rights in relation to products that are faulty or not as described. These rights are not affected by anything else in these Terms of Sale.
- 7.6 You should inspect the product(s) when you receive them for defects or damage. If you believe Merchandise was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and order reference. Nothing in this section affects your legal rights
- 7.7 Once received, goods, which are not of satisfactory quality, not as described or which have been damaged, may be returned for a full refund.

- 7.8 If you are advised to return the items, you should do so in accordance with the International Returns Policy (below) in their original condition and packaging if possible within 30 days of receipt.
- 7.9 You must ensure that you take reasonable care of the Product(s).
- 7.10 If the Product(s) are found to be damaged prior to delivery to you, or defective (through no fault of your own wearing or use), we may repair or replace the Product(s) or refund the price paid by you, including any reasonable out of pocket shipping charges you have paid, provided that you have not worn or used and damaged the Product(s).

International Returns Policy

- 7.11 We regret that it is not currently possible to exchange an item on our Website.
- 7.12 All products that are defective or otherwise not supplied in accordance with your legal rights must be returned to our returns warehouse address. Our stores are unable to process refunds or exchanges.
- 7.13 Customers with goods shipped outside of the United Kingdom and Republic of Ireland are no longer able to return in store and should be returned by post to the address set out below.
- 7.14 A refund will be made to you via the method that you used to pay:
- (a) Where you paid for Products by payment card, we will re-credit the account that card is associated with. If we are unable to do this, we will contact you.
 - (b) If you made your order with PayPal, we will refund your PayPal account.
- 7.15 The address to return the Product(s) to us is our warehouse address which is:
- Monsoon Accessorize Ltd
Webstore Returns
Unit 2
7 – 11 Claudius Way
Victoria Business Park
Wellingborough
Northants
NN8 2DH
United Kingdom

Refunds

- 7.16 Any refunds owed to you under these Terms of Sale shall be processed by Global-e and shall be paid to you using the same method used to pay and within 14 days of the earlier of the date that:
- (a) we receive the relevant Products back from you; or
 - (b) you provide evidence that you have returned the Products to us at the correct address.

8 OTHER INFORMATION YOU NEED TO BE AWARE OF

Our and Global-e's liability to you

- 8.1 Nothing in these Terms of Sale excludes our liability (if any) to you for:

- (a) personal injury or death resulting from our negligence;
 - (b) fraudulent misrepresentation; or
 - (c) any matter which it would be illegal for us to exclude or to attempt to exclude our liability.
- 8.2 To the fullest extent permitted by law, we will only be liable to you for direct losses, which you suffer as a result of a breach of these Terms of Sale by us and which are a 'foreseeable' consequence of us breaching these Terms of Sale. Losses are 'foreseeable' where they could be contemplated by you and us at the time your Order is accepted by us.
- 8.3 We only supply products for domestic and private use. Accordingly, to the fullest extent permitted by law, we shall not be liable to you for any loss of data, loss of profit or business interruption or for any business losses that you may incur as a consequence of our failure to comply with the Contract.
- 8.4 We shall not be responsible for any delay in, or failure of, performance of our obligations under these Terms of Sale arising from any event beyond our reasonable control and where we could not have taken appropriate steps to avoid such effects including third party telecommunication failures. This condition does not affect your legal rights.
- 8.5 If any event beyond our reasonable control takes place that affects our performance of our obligations we will notify you as soon as possible and our obligations under these Terms of Sale will be suspended and the time for performance extended for the duration of the event outside our reasonable control.
- 8.6 The checkout page may contain links to third party websites or services (such as Klarna, PayPal and similar services) that are not owned or controlled by us or Global-e. Neither we nor Global-e are affiliated with, have control over, and assume responsibility for the content, privacy policies, or practices of, any third-party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us and Global-e from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.

General

- 8.7 If any provision of these Terms of Sale is found to be invalid or unenforceable by a court, it will be deleted from the rest of these Terms of Sale, which shall remain unaffected.
- 8.8 No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies prevent any other or further exercise of them.
- 8.9 Where the Contract and any communications between us have been translated from English, to the extent there is any conflict between the English version and the local translation, the English version shall prevail.
- 8.10 The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Sale or of any term of these Terms of Sale will be governed by the law of England and Wales.
- 8.11 If you have a complaint relating to these Terms of Sale we will attempt to resolve the complaint using our internal complaints-handling procedure.
- 8.12 If you are resident in the European Union and your complaint is not settled using our internal complaints handling procedure, you may make a request to us for the dispute to be settled by mediation through an alternative dispute resolution provider, such as your local European Consumer Centre Network ("EEC") centre. For more information about your local ECC centre please see List of ECC Centres contact details.

- 8.13 If the Customer makes such a request, we shall consider whether or not we wish to use alternative dispute resolution provider to try to resolve the dispute but we are not obliged by law to do so.
- 8.14 If we agree to submit a dispute to the alternative dispute resolution provider, we will notify you and you may start the relevant procedure.
- 8.15 The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Sale or use of the website. However, this does not prevent residents of other territories from starting proceedings in their own local courts.
- 8.16 Please note that due to logistical and operational restrictions we currently present the option to shop China and Taiwan separately on our websites.
- 8.17 This current version Terms of Sale became effective as of October 2017.