

# Terms and Conditions

## I. General

### I.1

The following terms and conditions apply to all orders placed by the customer (hereinafter referred to as “you”) with COS through H & M Hennes & Mauritz GBC AB [556070-1715] (“COS”, “us ” or “we”), at the COS website, mobile website or via telephone (jointly referred to as “cosstores.com”).

### I.2

By using cosstores.com and/or placing an order, you agree to be bound by the terms and conditions set out herein (the “Terms”). Please read our Terms and Conditions carefully before placing any orders on cosstores.com.

### I.3

In order to shop on cosstores.com, you must be at least 18 years old and not under guardianship. You must also have a residential address in a country listed below to make an order.

We do not ship to the overseas territories marked as ‘excl.’ in brackets below.

Austria  
Belgium  
Czech Republic  
Denmark (excl. Faroe Island and Greenland)  
Finland (excl. Aland Island)  
France (excl. Guadeloupe, Martinique, Guayana , Réunion , New Caledonia, French Polynesia, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthélémy, Saint-Pierre and Miquelon, French Southern and Antarctic Lands)  
Germany (excl. Island Helgoland, and area of Busingen)  
Hungary  
Ireland  
Italy (excl. Campione d'Italia, Livigno, San Marino, Vatican City)  
Poland  
Portugal (excl. Madeira, Azores)  
Slovakia  
Slovenia  
Spain (excl. Canary Islands, Ceuta, Melilla)  
Sweden  
The Netherlands (excl. Aruba, Curacao, Sint Maarten, Bonaire, Saba, Sint Eustatius)  
United Kingdom (excl. Jersey, Guernsey, Isle of Man, Anguilla, Bermuda, British Antarctic Territory, British Indian Ocean Territories, British Virgin Islands, Falkland Islands, Gibraltar, Cayman Islands, Montserrat, Pitcairn Islands, St Helena, Ascension, Tristan da Cunha, Sovereign Base Areas of Akrotiri and Dhekelia, South Georgia and the South, Sandwich Islands, Turks- and Caicos Islands)

### I.4

The COS website only offers products that we have in stock and that are published on [www.cosstores.com](http://www.cosstores.com). The inclusion of these products does not mean that they will be available at any time. We reserve the right to discontinue any product at any time.

### I.5

We may modify the Terms and Conditions from time to time. The version of the Terms that will apply to your order will be those on cosstores.com at the time you place your order. If you do not agree to any change to the Terms and Conditions then please immediately stop using the website.

## 2. Prices and delivery charges

### 2.1

The prices displayed on cosstores.com include the statutory Value Added Tax but do not include a delivery charge. If the VAT rate applicable on the date of the order is changed after the order has been made, the change will be reflected in the price of items without you being notified.

## 2.2

The delivery charge for each order will be the same, regardless of the size or weight of your order. The cost for each delivery method is clearly indicated during the check-out process. If we are unable to deliver your order in full and have to make more than one delivery, there will not be an additional charge for any subsequent deliveries.

Please find our current delivery prices below:

Austria 6 €  
Belgium 6 €  
Czech Republic 9 €  
Denmark (excl. Faroe Island and Greenland) 45 DKK  
Finland (excl. Aland Island) 6 €  
France (excl. Guadeloupe, French Guiana, Martinique, Réunion, Mayotte, Monaco, Saint Pierre, Wallid and the Futuna Islands, and New Caledonia) 6 €  
Germany (excl. Island Helgoland, and area of Busingen) 6 €  
Hungary 9 €  
Ireland 9 €  
Italy (excl. Campione d'Italia, Livigno, San Marino, and Vatican City) 9 €  
Poland 9 €  
Portugal 9 €  
Slovakia 9 €  
Slovenia 9 €  
Spain (excl. Canary Islands, Ceuta and Melilla) 6 €  
Sweden 45 kr  
The Netherlands (excl. Aruba and the relevant territories of the (Dutch) Antilles) 6 €  
United Kingdom (excl. Isle of Man, Jersey and Guernsey) £6

## 3. Ordering/conclusion of contract

### 3.1

The ordering options available to you are via [cosstores.com](https://cosstores.com) or telephone. For more information on how to order, please visit our Customer Service pages.

### 3.2

Once you have placed your order, if you have supplied us with your email address, you will receive an email confirmation.

If for any reason we are unable to fulfil your order, we will let you know as soon as possible at the earliest chance. If we have already received payment for this order, we will attempt to refund the applicable amount using the same method used to make the payment. Sometimes alternative arrangements may be necessary, in which case our Customer Service representatives will contact you to settle the refund.

## 4. Delivery

### 4.1

COS will take the greatest of care to be as accurate as possible when receiving and dispatching orders. We always endeavour to deliver your order to a residential address, post office or pick-up location. Please note, we only ship to home or office addresses and not to P.O. box addresses.

Unfortunately we are unable to deliver to the Faroe Islands, Greenland, Aland Island, Guadeloupe, Martinique, Guayana, Réunion, New Caledonia, French Polynesia, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthélemy, Saint-Pierre and Miquelon, French Southern, Antarctic Lands, Island Helgoland, area of Busingen, Campione d'Italia, Livigno, San Marino, Vatican City, Madeira, Azores, Canary Islands, Ceuta, Melilla, Aruba, Curacao, Sint Maarten, Bonaire, Saba, Sint Eustatius, Jersey, Guernsey, Isle of Man, Anguilla, Bermuda, British Antarctic Territory, British Indian Ocean Territories, British Virgin Islands, Falkland Islands, Gibraltar, Cayman Islands, Montserrat, Pitcairn Islands, St Helena, Ascension, Tristan da Cunha, Sovereign Base Areas of Akrotiri and Dhekelia, South Georgia and the South, Sandwich Islands, Turks- and Caicos Islands.

## 4.2

COS will dispatch the approved orders as quickly as possible and in the order that they have been received. Delivery normally takes about 2 – 7 working days (Monday – Friday) from the time of placing the order.

Delivery times may vary depending on where the order is to be delivered. Occasional delays may occur during peak periods or in the case of unexpected events. At the latest, orders will be delivered within a thirty day window from placing the order. In the unlikely event that your delivery time exceeds 30 days, you may cancel your order.

## 4.3

Before you place your order, you will be informed of the expected delivery details. Shipping fees will be displayed at the checkout.

If you have given us your email address, you will receive a confirmation with your expected delivery details.

## 4.4

If your order does not arrive by the scheduled date, please contact our Customer Service team here.

## 5. Withdrawal of order

### 5.1

You have the right to cancel or return your purchases within a period of 14 calendar days after the day of delivery of the goods, which means that you are allowed to change your mind and send back the goods you have received, without any obligations from your side, apart from the return shipping fees. Return cost is not applicable for countries: Germany, Finland, France and United Kingdom.

If you have been charged for the items, you will receive a refund which will include COS standard delivery costs and exclude the cost of the return of the items, should such a return cost have been generated (40SEK/40DKK/€4).

If you choose to keep certain items and only partially cancel your order, the delivery cost will not be refunded.

### 5.2

If you wish to cancel or return your order, please provide us with notice in writing either by post, preferably by using the pre-printed return form in your parcel, or via email to our Customer Service team. You can also fill in and submit the standard form issued by your local Consumer Rights Authority. In each case, it must be sent within the 14 day period as outlined in section 5.1 above. After this, you then have an additional 14 day period to return the items to us as set out in section 6 (Returns) below.

We will then provide a refund, attempting to use the same method that you used to make the payment (or, if the items have not yet been paid for, reflect the return of the items in your account balance). We will do this as soon as possible! At the latest, the refund will be given within 14 days of receiving your notice of cancellation, as long as we have received the items or evidence of you having sent them back. Another payment method may be used for the refund, provided that you consent to such change. This will not generate any additional charges.

### 5.3

If the item you have received is faulty, please notify our Customer Service team as soon as possible and return the item in accordance with section 6 (Returns) below. For any items that we do find to be faulty, we will always provide a full refund. The provisions outlined herein do not limit any applicable statutory rights.

## 6. Returns

### 6.1

COS guarantees either a full refund or to replace any items in accordance with section 5 (Withdrawal of Order). All we ask is for you to treat the product and its packaging with care - please return items undamaged and unused, with all COS labels and tags intact. This means that the items should not have been damaged, soiled, washed, altered or worn (other than to try the item on).

All shoes should be tried on a carpeted surface before wear. Shoes should always be returned in the same box they were delivered, and the shoe box must be protected and put inside a solid cardboard box, preferably the original COS packaging. Shoes returned without the box may not be fully refunded.

For hygienic reasons underwear, swimwear or pierced jewellery can only be returned if unworn and the protective packaging is unbroken (faulty goods can of course be returned).

## 6.2

All our parcels contain a pre-printed return form for you to use if you decide to return any items. When we have approved your returned item, the return cost will be deducted from your refund. Return postage is not applicable for countries: Germany, Finland and United Kingdom. Please remember that financial responsibility for the return is yours until it reaches us.

All items returned should include the completed returns note with an order reference number and your contact details. Unidentified returns may not be eligible for a refund. For faulty items COS will make a full refund to you as soon as possible and at the latest within 14 days of receiving your notice of cancellation, provided we have received the items or evidence of you having sent back the items.

Peel off the pre-paid returns label and attach to the outside of the parcel, making sure that you cover the original address label. Please note that for returns with the pre-paid label, parcel dimensions should not exceed 46 x 45 x 61cm, and a maximum weight of 2kg, so we suggest that you use the original packaging if possible.

Please hand the parcel in at your collection point or post office. You are liable for damage to the garments until we receive them at our warehouse, so in case of a dispute, we recommend that you keep the collection point receipt as proof of postage.

You will find more detailed information on our returns process on the delivery note and in our Customer Service section on [www.cosstores.com](http://www.cosstores.com)

## 6.3

Drop off your items to be returned at a post office or pick-up point location, as outlined in 5.2 above.

## 7. Payment methods

You can pay for your goods in various ways as set out below.

### 7.1

#### Credit card or debit card

You can enter your payment details at the time that you place your order using a valid credit or debit card (VISA or Mastercard). The applicable amount will be immediately reserved on your card but will not be debited until the goods have been dispatched. COS reserves the right to check the validity of the credit or debit card, its credit status in relation to the order value and whether the address data of the purchaser is correct. We may refuse orders depending on the result of these checks.

### 7.2

#### PayPal

When paying by PayPal, COS reserves the right to check the validity of the PayPal account, that there are enough funds to cover the purchase sum and validate the billing address details of the purchaser. COS reserves the right to deny any purchase. Your PayPal account will only be debited after your order has been dispatched from the warehouse. The currency used is Euro (€) for all countries except for Sweden (SEK), Denmark (DKK) and the UK (British pound/£). VAT is included in all our prices and will be updated on the online store when you select your shipping country.

### 7.3

We are unable to accept gift cards and merchandise cards as forms of payments via the COS website.

### 7.4

Please note, we do not accept cash or cheques.

## **8. Our liability**

### 8.1

Nothing in these Terms shall exclude or limit our liability with regard to any matter for which it would be unlawful for us to limit or exclude our liability.

### 8.2

COS accepts liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees or agents. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach.

### 8.3

COS is not responsible for indirect losses which are a side effect of the main loss or damage, for example loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is due to an event that is beyond our reasonable control, which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity.

### 8.4

Our maximum liability to you for any loss or damage arising in connection with your order on the COS website shall be limited to the total price of your order.

## **9. Colours**

### 9.1

We have made every effort to display as accurately as possible the colours and composition of our products that appear on cosstores.com. If there are colour differences between the colours shown on the website on your computer and the actual colours of the garments, this may be due to the colour reproduction on your computer.

## **10. Guarantee**

### 10.1

If there are faults or defects in the items that you have purchased from the COS website, we abide by all statutory guarantee regulations. If you have a complaint regarding obvious material or manufacturing faults in goods that we have supplied, including damage incurred in transit, please let us know by returning the goods to us without delay by using the provided pre-printed return form.

## **11. Severance**

### 11.1

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other Terms shall continue to apply.

## **12. Ownership of rights**

### 12.1

All intellectual property rights, such as trademarks and copyrights on the COS website remain with H&M Hennes & Mauritz AB and its subsidiaries or licensors. Any use of the COS website or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without the permission of COS.

## **13. Company information**

COS is part of the H & M Group and has its registered office in Stockholm.

COS is a brand under the H & M Group. Registered office:  
H&M Hennes & Mauritz GBC AB

Mäster Samuelsgatan 48  
106 38 Stockholm  
Sweden

Company Registration number: GBC – 5560701715  
VAT registration number SE 556070171501

#### **14. COS online customer service**

We are here to help. If you have questions, complaints or any concern regarding your online purchase or the website you can call or email our English speaking customer service team. Please note that this is customer service for COS Online only.

Call us (please see local charges for each country):

Sweden	0771-400401	Landline call charges apply. Rates may vary.
Denmark	004578775353	Landline call charges apply. Rates may vary.
Germany	0800-8006606	Free of charge within Germany
Netherlands	0900-0400454	0,075 € per call
Austria	0800-400084	Free of charge within Austria
UK	0344 249 20 79	Landline call charges apply. Rates may vary.
Finland	+358 (0) 2 4808 4331	Landline call charges apply. Rates may vary.
France	0485 880 700	0,03 € per call + 0,04 € per minute
Belgium	0905/67700 -	0,25 € per call
Italy	199 208 044 044	0,055 € per minute
Spain	911 235 088	Landline call charges apply. Rates may vary.
Ireland	+44 344 249 20 79	Intl. call charges apply. Rates may vary.
Poland	+44 344 249 20 79	Intl. call charges apply. Rates may vary.
Portugal	+44 344 249 20 79	Intl. call charges apply. Rates may vary.
Slovakia	+44 344 249 20 79	Intl. call charges apply. Rates may vary.
Slovenia	+44 344 249 20 79	Intl. call charges apply. Rates may vary.
Czech Republic	+44 344 249 20 79	Intl. call charges apply. Rates may vary.
Hungary	+44 344 249 20 79	Intl. call charges apply. Rates may vary.

Email us: [customerservice@cosstores.com](mailto:customerservice@cosstores.com)

For some markets we offer native speaking email agents - please visit [cosstores.com](http://cosstores.com) to find the full contact information for your country for your country.

Postal address for letters (please do not send garments to this address):

COS Customer Service  
PO Box 24005  
EDINBURGH  
EH1 9AG  
United Kingdom

#### **15. Translation (prevail clause)**

In the event there is a conflict between this English version of the Terms and Conditions and a translated version, this English version shall prevail.