

European Terms and Conditions of Sale

If you are one of our European customers, please thoroughly read these European Terms and Conditions of Sale (these “Terms”) before placing an order via our Website (as defined below). Since these Terms contain important information about your contractual relationship with American Eagle Outfitters, please make sure that you understand them.

These Terms are effective as of May 23, 2018.

1. **About Us.** Hi and welcome to www.ae.com (our “**Website**”), a website owned and operated by American Eagle Outfitters, Inc. and its subsidiaries and affiliates, a United States of America group of companies, with a registered address of 77 Hot Metal Street, Pittsburgh, Pennsylvania 15203, United States of America (collectively, “**AEO**”, “**us**” or “**we**”).
2. **About these Terms.**
 - a. These Terms, together with our [Global Privacy Notice](#), our [Cookies Notice](#), and our [Global Terms of Use](#) will apply to any contract (each, a “**Contract**”) between you and AEO in connection with the sale of products available on our Website (“**Product**” or “**Products**”). In case of conflict between the Global Terms of Use and these Terms, these Terms shall prevail.
 - b. By placing an order, you agree to be bound by these Terms. You will be asked to agree to these Terms before you place an order for Product(s) from our Website. Please click on the “Place Order” button on the Check-Out Page if you accept these Terms. If you do **not** agree with and accept these Terms, you will **not** be able to order any Product(s) from our Website.
 - c. Before placing an order, if you have any queries relating to these Terms, please email custserv@ae.com, our customer service team.
 - d. We may change these Terms from time to time for example, to comply with changes in the law, to take account of new ordering or payment processes, or new Product(s) we may offer. Such changes will apply only to any subsequent orders you make on our Website. We may notify registered users via email of such updates. If registered users log in after the changes and do not object to them within two (2) weeks, the new Terms and Conditions of Sale are deemed accepted.
 - e. These Terms are available only in the English language.
 - f. In our dealings with you, we work on the assumption that all sales are to private consumers, you are at least eighteen (18) years of age, and you are legally capable of entering into binding contracts.
 - g. Your attention is drawn in particular to the sections concerning your legal right to withdraw (Section 9) and liability to you (Section 12 and 13).

3. About our Products.

- a. We have made every effort to display the colours of the Product(s) as accurately as possible. However, as the actual colour you see depends upon your settings and monitor, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the Product(s) you receive.
- b. All sizes and measurements are approximate; however, we do make every effort to ensure they are as accurate as possible. Please refer to the [Size Guidelines](#) for further clarification.
- c. Prices, offers and Product(s) are subject to availability and may change at any time prior to your receipt of the Shipping Confirmation (as defined herein).
- d. The placing of a product on our Website is not an invitation to accept offers for products and is not an offer to sell at the listed price, nor is it binding on us. Please note, we are under no obligation to accept your offer.

4. How to Place an Order.

- a. Ordering from our Website couldn't be easier! Just follow these simple guidelines:
 - i. Find the Product(s) you would like to purchase using the Search box or browsing through our Website.
 - ii. When you are ready to make a purchase, select your size, quantity, colour (if applicable) and click on "add to bag".
 - iii. Continue browsing to add more items to your bag.
 - iv. If you are satisfied with the Product(s) in your bag, then simply click on the bag icon to checkout.
 - I. Please note, you do **not** need to have an account or be registered to shop our Website, but if you do, you'll find that it makes shopping with us easier and faster.
 - II. If you do have an account with AEO (an "**Account**"), your details will be saved securely in My Account for you to easily review and/or revise.
 - III. Also, information that you submit to My Account will be handled in accordance with our [Global Privacy Notice](#).
 - v. Once in the checkout process, please fill in the requested details, including your preferred shipping method, the billing and shipping addresses, your payment information, etc. Also, please double-check that the billing address you provide is the one associated with your selected payment method.

- vi. Before proceeding, please review your order, and, if applicable, enter any promotion code.
 - vii. If you are satisfied that the order is correct, please **click**:
 - I. “I Accept” relating to these Terms; and
 - II. “Order” (with the obligation to Pay).
 - viii. Once those steps are completed, you will receive an order confirmation number, which we recommend you write down.
 - I. If you have an Account, details of your order will appear in My Account.
 - II. If you do **not** have an Account and desire to save your order details in an Account, you will be given the opportunity to create an account by selecting a password. For additional information regarding creating an Account, please see our [Global Terms of Use](#).
 - ix. Also, we will send you an order confirmation email (each, an “**Order Confirmation**”) to confirm that we are processing your order. Once you receive your Order Confirmation, we will **not** be able to make any changes to the delivery address you provided.
 - x. **A Contract will be formed only when we send you a Shipping Confirmation.** A “**Shipping Confirmation**” is an additional email that we send once your order has been shipped. Such email notifies you of our acceptance of your order and the completion of the Contract between you and AEO.
 - xi. If for any reason we cannot provide you with a Product in your order, you will be contacted by email and a refund will be issued for the amount you paid for such Product, including any relevant delivery charges paid if the order contained only that Product.
 - xii. If any Product in your order is listed at an incorrect price, due to (for example) an error on our part, we will notify you of the error and refund you for the price you paid for the Product, including any relevant delivery charges paid if the order contained only that Product. Please note, in this situation, we will **not** ship the Product to you.
5. **Returns Policy.** Returns of Product(s) shall be in accordance with our [Returns Policy](#). Please note, in addition to our [Returns Policy](#), please see Section 9 (regarding your right to cancel an order) and Section 10 (regarding your right to return a Faulty Product, defined below), herein.
6. **Your Personal Information.** We use your personal information only in accordance with our [Global Privacy Notice](#). Please read this document carefully and do not hesitate to contact us at privacy@ae.com with any questions or inquires.

7. Delivery and Title.

- a. We aim to ship Product(s) to you as soon as possible, but we cannot provide an exact delivery date. Instead, we will include an estimated delivery date within your Shipping Confirmation.
 - i. For additional information relating to estimated delivery costs and time, please refer to our [Returns Policy](#).
- b. Orders placed on our Website are fulfilled within the estimated delivery period set out in your Shipping Confirmation, unless there is an Event Outside of our Control (as defined in Section 14 below). If this occurs, we will contact you with a revised estimated delivery date.
- c. In circumstances where the Product(s) in your order are not delivered within the estimated delivery period provided in your Shipping Confirmation (and we did not contact you with a revised estimated shipping date arising from an Event Outside of our Control), you will be entitled to treat such Contract as having come to an end.
 - i. In such instances, you may return such Product(s) which have been delivered late and receive a full refund, including reasonable shipping return costs which you may incur.
- d. Title of Products will pass to you once we have received payment in full, including all applicable delivery charges. We may cancel the Contract between us if payment is not received from you in full, in cleared funds, after delivery of all the Products.
- e. If you have any other questions about your order, shipping and/or delivery, please visit our [Help Section](#).

8. Payment.

The price for each Product is set out on our Website. Your Shipping Confirmation will confirm the price(s) payable by you for the selected product(s).

Acceptance by us of any payment made by you in connection with any products does not constitute our acceptance of your order and a legally binding contract is not formed until you receive a shipping confirmation. And, we are not obligated to supply Product(s) to you until then. Please see Section 4 above for additional information regarding acceptance of an order.

9. Your Legal Right to Withdraw from the Contract

Right of withdrawal

- a. Without any explanation, you have a right to cancel an order or part of an order within fourteen (14) days. Such cancellation period begins when you have received all of the Products within your order, and it ends fourteen (14) days from that date (the “**Cancellation Period**”).

- b. You will be considered to have received your order when all of the Products within your order come into your physical possession or the physical possession of a third party indicated by you.
- c. If you choose to cancel, you must clearly inform us of your decision during the Cancellation Period. To make the process easier, we have attached a model cancelation form (attached as Schedule 1) (the “**Sample Form**”). Please note, you do **not** need to use the Sample Form to cancel; we have provided it for your convenience. To effectively cancel your order or part of your order, you must clearly communicate your desire to cancel to custserv@ae.com detailing the information requested in the Sample Form.
- d. You must send such Product(s) back to us pursuant to our [Returns Policy](#). Additionally, you will bear the direct cost of returning the Product(s) to us. We suggest that you obtain proof of postage in relation to any such returns.
- e. If we do not receive your cancelled and returned Product(s), we may (at our discretion) arrange to collect it from you at your cost.

You must return all cancelled Product(s) without undue delay; meaning not later than fourteen (14) days from the date on which you communicated to us your cancellation. Such criterion is satisfied if the return shipment is post-marked prior to the expiration of such fourteen (14) day period.

Effects of Cancellation

- a. If you cancel:
 - i. An entire order, any money you have paid, including the cost of standard delivery (for our delivery of the order to you), will be reimbursed to you.
 - ii. A portion of an order, any money you have paid for such item(s) will be reimbursed to you. Additionally, the cost of standard delivery (for our delivery of the order to you) for the entire order will be pro-rata allocated to each item within the order, and you will be reimbursed for the pro-rata amount of standard delivery allocated to the item(s) you have elected to cancel.
- b. Please note, if you elect expedited shipping, those costs will **not** be reimbursed to you.
- c. For cancellation reimbursements, we will make the reimbursement without undue delay, and not later than:
 - i. Fourteen (14) days after we receive your cancelled and returned item(s);
 - ii. Fourteen (14) days after the day you provide evidence that you have returned the purchased goods; or
 - iii. If you cancel before we ship your order, fourteen (14) days after the day on which we are informed about your decision to cancel such order.

- d. We will make the reimbursement using the same means of payment as you used for the initial transaction unless expressly agreed otherwise, and in any event, you will not incur any fees as a result of such reimbursement.
- e. If the cancelled and returned Product(s) is/are unnecessarily handled in any way, we may make a deduction from the reimbursement amount due to the Product's loss in value. You are liable only for any diminished value of such Product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product(s) you received.
- f. Returns outside the brief Withdrawal Period are handled pursuant to our [Returns Policy](#).
- g. Details of your legal right to withdraw and an explanation of how to exercise it may also be provided in the Shipping Confirmation.

10. Mistake, Faulty, Damaged or Mis-Described Products.

- a. We are under a legal obligation to ensure that we supply Products which are in conformity with the terms of the Contract between us.
- b. As a consumer, you have legal rights under your local laws in relation to Products that are not in conformity with the terms of the Contract (such as a Product which is faulty, damaged, unfit or not described properly) (a "**Faulty Product**"). These legal rights are not affected by the contents of these Terms, except that your right to reduction of the price of the Faulty Product is excluded.
- c. Upon our receipt of your returned Faulty Product(s), we will examine it/them to determine any issues or fault. If the Product is found to be incorrect, defective or damaged, we will either at your request (i) send you the same Product if still available, or (ii) if not available, and if you indicate that you want a refund, refund the price of the Product, the shipping charges you have paid to receive such Faulty Product(s), and shipping charges you have paid to return such Faulty Product(s).
- d. Please note, if a Faulty Product was sent to you with other Product(s) that you are not returning, we will only refund your initial shipping costs pro rata.

11. Refunds.

- a. Refunds will be made in accordance with either paragraphs 4, 9 or 10 above, depending upon your reason for returning the Product(s).
- b. All refunds will be made using the original payment method.
- c. Please note, it can take between five (5) and seven (7) working days for the funds to return to your account, which is dictated by your bank and completely out of our control.

12. Our Liability to You.

- a. Our liability for damages due to slight negligence, regardless of the legal reason, is limited as follows:

(i) we shall be liable for breach of essential obligations arising from the contractual obligation in the amount limited to the foreseeable damages typical for this type of contract;

(ii) Otherwise, we are not liable for slight negligence.

- b. In any case, our maximum liability to you due to slight negligence for any loss or damage under these Terms shall be limited to the total price of your order.
- c. The aforementioned limitations of liability do not apply in cases of intent, gross negligence, mandatory liability (in particular under the applicable Product Liability Act) or in cases of culpably caused damage resulting from injury to life, limb and health.
- d. You are obligated to take appropriate measures for damage prevention and mitigation.

13. Events Outside Our Control.

- a. We will **not** be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.
- b. An “**Event Outside Our Control**” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, denial of service or hacker attacks, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- c. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - i. we will contact you as soon as reasonably possible to notify you; and
 - ii. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- d. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

14. Additional Important Terms and Information.

- a. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- b. Each Contract is between you and us. No other person shall have any rights to enforce any of its terms.

- c. Each of the Sections and paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Sections and paragraphs will remain in full force and effect.
- d. If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and does not mean that you do not have to comply with those obligations. If we do waive a default by you, we will do so expressly and only in writing, and that does not mean that we will automatically waive any later default by you.
- e. These Terms are governed by the laws of the United States of America. This means a Contract for the purchase of Products through our Website and any dispute or claim arising out of or in connection with it will be governed by US law insofar as these comply with EU consumer protection requirements. If US law does not provide an adequate level of consumer protection or does in any other way not comply with requirements of EU laws, EU regulations and the laws of your resident Member State shall be applicable additionally.

15. Complaints Procedure.

- a. In the event that we fail to meet our high standards of customer service, please do not hesitate to contact us at custserv@ae.com.
- b. Please put your complaint in writing and send it to us by post to American Eagle Outfitters at 77 Hot Metal St., Pittsburgh PA, 15203, United States.
- c. We do not participate in dispute resolution proceedings before a consumer arbitration board.

Schedule 1

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Model Withdrawal Form

To AEO,

I/We, _____ hereby give notice that I/We, _____,
hereby cancel my/our Contract of sale of the following goods _____

_____.

Ordered on: _____

Received on: _____

Items Numbers being cancelled: _____

Order Reference Number: _____

Name of Customer: _____

Address of Customer: _____

Signature of Customer: _____

Date: _____