

## GENERAL TERMS AND CONDITIONS

The web site [www.nudiejeans.com](http://www.nudiejeans.com) and its sub-domains, as well as the online shop found on this web site (the "**Online Shop**") are run by Nudie Jeans Marketing AB, a legal entity incorporated in Sweden with company registration number 556628-9277, Västra Hamngatan 6, SE-411 17 Gothenburg (below referred to as "**Nudie Jeans**"). In Germany, orders are sold by a local subsidiary. With the denominations "**we**", "**our**", and "**us**" are meant Nudie Jeans.

If you are below 18 years of age you need permission from your legal guardian to place an order in the Online Shop. By using the Online Shop and/or placing an order, you accept these general terms and conditions (the "**General Terms and Conditions**").

Nudie Jeans reserves the right to – from time to time - amend these General Terms and Conditions. Any changes that Nudie Jeans makes will enter into force no earlier than thirty (30) days after the revised General Terms and Conditions have been made available in the Online Shop.

## CONTACT DETAILS

<b>Name:</b>	Nudie Jeans Marketing AB
<b>Company organization No.:</b>	556628-9277
<b>Postal address:</b>	Västra Hamngatan 6, SE-411 17 Gothenburg, Sweden
<b>Street address:</b>	Västra Hamngatan 6, SE-411 17 Gothenburg, Sweden
<b>Return address:</b>	Nudie Jeans Marketing AB c/o Korallen AB Ålandsgatan 10 50441 Borås Sweden
<b>E-mail address:</b>	customer@nudiejeans.com
<b>Telephone No.:</b>	+46 (0) 10 1515 800
<b>Fax No.:</b>	+46 (0) 10 1515 699

## SUBSIDIARIES

**Germany****Name:** Nudie Jeans GmbH**Company organization No:** HRB 43914**Postal address:** Eisenbahnstraße 60, 67655, Kaiserslautern, Germany

## ORDERING AND ACCEPTANCE OF PURCHASES

Before you submit your order, you will be given the opportunity to review your selection, check the total price of your order and correct any input errors. Nudie Jeans does not guarantee that all items included in the Online Shop are in stock at the time of your ordering meaning that items in your shopping basket are not reserved and therefore may no longer be available once you place your order. In the event that an item is unavailable, we will contact you as soon as possible by e-mail to the e-mail address that you have provided to us at the time of your placing of the order.

After submitting your order in the Online Shop, we will send you an order summary to the e-mail address that you have provided to us at the time of your placing of the order. The order summary contains your order number, details of the item that you have ordered and delivery particulars. Please note that the order summary is not an acceptance of the order but a mere acknowledgement that we have received your order. Once the order has been processed and we see that the items that you have ordered are available and that all other information that you have provided is complete, we will send a confirmation of your purchase to the e-mail address that you have provided to us at the time of your placing of the order. The confirmation of your purchase contains shipping information with tracking details.

Make sure to submit the correct billing and shipping address to avoid delivery delays. We do not accept delivery to post office boxes, army post office addresses or to any similar addresses.

We reserve the right to – in our total discretion – not accept your order.

## PRICES

### *General information*

We reserve the right to change the prices of the items sold in the Online Shop at any time and without any notice. Change in price will of course not apply for items already purchased by you. Nudie Jeans reserves the right to cancel any order prior to dispatch should we find that the price is incorrect. In such a case we will notify you by e-mail to the e-mail address that you have provided to us at the time of your placing of the order. If we are unable to contact you, your order will be automatically cancelled. If you have been charged the wrong amount in the Online Shop, Nudie Jeans will give you the option of placing a new order with the correct price or canceling your order.

Periodic sales and/or campaign offers are valid - unless otherwise stated - as long as the items are available in stock and/or until the end date of the periodic sale and/or the campaign offer is reached under the terms specified in each offer/campaign.

#### *European Union (EU)*

All prices shown in the Online Shop include applicable Value Added Tax (VAT), but exclude delivery charges (see information on delivery charges below).

## **PAYMENT**

We accept all major credit and debit cards i.e VISA, Mastercard, American Express, Maestro and Discover as well as local payment options i.e Ideal, Swish, Sofort and Vipps. We accept payment through global online payment systems i.e Paypal ([www.paypal.com](http://www.paypal.com)) and Klarna ([www.klarna.se](http://www.klarna.se)) that offers a range of different payment methods.

#### *Credit and debit cards*

You will be able to enter your payment details at the time of your placing of your order using a valid credit or debit card. The applicable amount will immediately be reserved on your card but will not be debited until your item is dispatched.

The transaction is processed by Adyen B.V, <https://www.adyen.com>, in order to ensure fast and secure payment which meets the PCI DSS v3.1 requirements. Nudie Jeans does not save your card details. All information is encrypted using client-side encryption and sent to Adyen B.V via secure servers (SSL/HTTPS).

Nudie Jeans 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 that you have provided correlates with the address data of the credit or debit card. Nudie Jeans may refuse orders depending on the result of these controls. In light of the above, it is advisable to make sure that you have sufficient funds on your credit or debit card before you place your order. Credit card companies may block foreign online purchases for security reasons why you need to contact your credit card company and ask them to remove such blocks if applicable.

#### *PayPal / Klarna account*

Nudie Jeans reserves the right to check the validity of the PayPal / Klarna account that you use for payment. Nudie Jeans also reserves the right to check that there are enough funds to cover your purchase and validate the billing address details that you have entered. For PayPal, the applicable amount will be debited immediately in connection with your placement of your order. In the event we are not able to confirm your order we will refund the PayPal account used for placing the order. For Klarna, the applicable amount will be reserved on your Klarna account immediately in connection with your placement of your order but will not be debited until your package is dispatched.

## **DELIVERY**

Nudie Jeans' aim is to always deliver your purchased items as quickly as possible. If the items that you have ordered are available in stock, the delivery time is normally 1-5 business days from the time that you receive a confirmation of your purchase from us depending on choice of courier. The delivery time is calculated from the time you receive the confirmation of the purchase until the purchased item is available for you to pick-up or receive.

If the item that you have purchased is not available in stock or delays are caused due to other circumstances, delivery times may be longer. Delivery time might be longer during periods of sales and public holidays. Nudie Jeans is not responsible for any delays caused by customs clearance processes. Even though Nudie Jeans aims to deliver the items that you have purchased within the communicated time frame, delivery may take longer.

All packages are sent out with our logistics providers and you will get a text message or notification via regular mail when your package is ready for collection at your local service point or on its way to the given delivery address.

Nudie Jeans insures each package during the time it is in transit until it is delivered to you. If your package is lost you need to contact us as soon as possible so that we can initiate an investigation with our delivery service partner. The investigation takes up to ten (10) business days and we will be in contact via e-mail once the investigation is finished.

## **UNCLAIMED PARCELS**

If you do not pick up your purchased item at the applicable service point, Nudie Jeans will charge you for the actual costs for freight charges and return freight charges.

## **CANCELLATION**

If you are a consumer within the meaning of Section 13 BGB (German Civil Code), that is, if you order a product in the Online Shop for a purpose that can be attributed neither to your business nor to your independent professional activity, you are entitled to the legal right of cancellation described below:

### **CANCELLATION INSTRUCTIONS**

#### *Right of Cancellation*

You have the right, within fourteen (14) days and without giving reasons, to cancel this agreement.

The cancellation period lasts fourteen (14) days starting with the date on which you or a third party designated by you, who is not the carrier, takes possession of the product or, in the case of a collective order of several products, of the last product.

You can exercise your right to cancellation in respect to the purchase cancellation immediately after the purchase and need not first wait for the delivery of the purchased items.

In order to exercise your right of cancellation, you must inform us, Nudie Jeans Marketing AB, Västra Hamngatan 6, SE-411 17, Gothenburg, Sweden, tel. +46 (0) 31 388 3200, fax no +46 (0) 31 139 753, e-mail: [shop@nudiejeans.com](mailto:shop@nudiejeans.com)) by means of a clear declaration (e.g. a letter sent by post, telefax or e-mail), of your decision to cancel your agreement. For this purpose, you can use the attached sample form. However, it is not mandatory that you do so. In order to conform to the cancellation period, it is sufficient that you send the notice of exercise of the right of cancellation before the cancellation period has expired.

[Standard Cancellation Form](#)

#### *Consequences of Cancellation*

If you cancel this agreement, we must refund to you all payments that we have received from you, including shipping costs (with the exception of additional costs arising because you chose another form of delivery from the standard, least expensive delivery method offered by us), promptly and at the latest within fourteen (14) days of the date on which we receive the notice of your cancellation of this agreement. If, however, you only cancel/return one part of your order, Nudie Jeans will not refund any shipping and handling charges, as the same costs accrue regardless of the number of ordered items. For this refund, we use the same means of payment that you used for the original transaction unless otherwise explicitly agreed upon with you; in no case will any charges accrue for you due to this refund.

Nudie Jeans can deny the refund until we have received the products again or until you have produced evidence that you have sent the products back, whichever occurs first.

You must send or hand over the products to us at your own cost promptly and in any case at the latest within fourteen (14) days from the date on which you inform us of the cancellation of this agreement. The deadline shall be deemed to have been met if you send off the products before the period of fourteen (14) days has expired. We ask that you fill out the return form contained in your delivery and indicate which item you would like to return. If you have misplaced your return form, please contact us by e-mail at [shop@nudiejeans.com](mailto:shop@nudiejeans.com). If possible, Nudie Jeans kindly asks that you send back all purchased items in their original packaging, although this is not a requirement for the return on your part. Please note that, for items produced in limited editions, the packaging represents an essential aspect of the item.

Please return your item to:

Nudie Jeans Marketing AB  
c/o Korallen AB  
Ålandsgatan 10  
50441 Borås  
Sweden

You must only pay for a loss in value of the products if this loss in value is attributable to handling on your part other than what is necessary to ascertain the quality, features and functioning of the products.

## RETURNS

If you're not happy with the items you received you can return them to us within 14 days (30 days if a member of c/o Nudie Jeans). The items must be unworn in their original condition and with all tags attached.

In our mission to lessen our environmental footprint, we've decided to charge a small fee for returns. So when returning an order, you will be refunded in full except for a return fee.

Returns including items without all labels still attached will be charged a fee.

You can also return to any of our physical [Nudie Jeans Repair Shops](#), you will then not be charged for the return fee. The staff will process all returned items through their register and you will be credited back in the same way in which you paid.

### *Underwear and socks*

For hygiene reasons are sealed packages with underwear or socks for which the seal has been broken by you non-returnable.

### *Exchanges*

We cannot administrate exchanges of items purchased online. If you want to exchange an item, please return it and place a new order.

### *How to return*

Register your return by visiting [www.nudiejeans.com/returns](http://www.nudiejeans.com/returns). Enter the order ID of the order you want to return and then follow the steps online to generate a return label. Delivery options may vary depending on your location and will be presented in the final step of the online return process.

## FAULTY ITEMS

In the event of a faulty item, please contact Nudie Jeans as soon as possible after you noticed that the item that you have purchased from the Online Shop is faulty, on telephone number +46 (0) 10 1515 800 or by e-mail [customercare@nudiejeans.com](mailto:customercare@nudiejeans.com). Please note that you need to report the fault "within reasonable time" after you discovered it. If you notify Nudie Jeans within two (2) months from the date of your discovery of the fault, you have reported "within reasonable time".

If you, after contacting Nudie Jeans, are asked to return the item, please send it to Nudie Jeans on the following address;

Nudie Jeans Marketing AB  
c/o Korallen AB  
Ålandsgatan 10  
50441 Borås  
Sweden

When Nudie Jeans has received the in your view faulty item, Nudie Jeans will decide on whether or not the item is faulty. In the event of the item being faulty, Nudie Jeans will, as soon as possible and no later than thirty (30) days from the date of Nudie Jeans' receipt of the item, either repair the item, send you a new faultless item or give you a refund of what you have paid, including freight and delivery charges. If the item is faulty, Nudie Jeans will compensate you for any return freight and delivery charges.

Please be informed that you stand the risk for the return transportation of the item to Nudie Jeans meaning that you are responsible for any damage or loss of the item you are returning during the transportation of the item back to Nudie Jeans. In light of this, we recommend that you send the package using a delivery service that insures you for the value of the items. Nudie Jeans recommends that you always save the receipt until the return of your item has been completed.

### **CONTENT AND COLORS ETC.**

Although Nudie Jeans strives to display the correct texts, images and pricing in the Online Shop, errors may occur. We can furthermore not guarantee that colors in the Online Shop will be true to life, this depends partly on the color settings of your computer and the settings of your monitor.

### **TECHNICAL REQUIREMENTS**

In order to be able to use and place an order in the Online Shop by making use of your device, there could be certain technical requirements. You may, for example, need to install certain software, such as a regular web browser. If your device does not meet the technical requirement, you will, via pop-up boxes or similar, get information about what software or the like that you will need to install in order to use and to place in the Online shop.

### **AVAILABILITY**

Nudie Jeans' aim is that the Online Shop shall work satisfactory at all times. However, the Online Shop is provided as it is and with the quality it has.

### **INVALIDITY**

Should any provision of these General Terms and Conditions or part thereof be void or invalid, the other provisions of these General Terms and Conditions shall remain in force and the provision may be amended to the extent such invalidity materially affects the rights or obligations of you or Nudie Jeans under these General Terms and Conditions.

### **FORCE MAJEURE**

In case of force majeure (e.g. war, civil war, revolution, riot, governmental measures, strike, lockout, blockage, failure of electricity, telephone or internet service, natural disasters or similar events) the contract between you and Nudie Jeans can be partially or fully terminated by Nudie Jeans.

## **GOVERNING LAW**

These General Terms and Conditions are governed by applicable local laws without regard to its conflict of law provisions. If the order of the product takes place for a purpose that is attributed neither to the commercial nor to the independent professional activity of the purchaser (purchase agreement with consumers within the meaning of Section 13 BGB (German Civil Code), this choice of law shall apply only insofar as this does not deprive the consumer of any overriding consumer protection rules of the state in which the consumer has his or her habitual residence.

Contact our Customer Care Support if you are dissatisfied with the items that you have purchased from the Online Shop. If you cannot come to a solution with our sales support that you are pleased with, you can turn to your local Board for Consumer Disputes (in Sweden, The Sweden National Board for Consumer Disputes, address: The National Board for Consumer Disputes, P.O. Box 174, SE-101 23 Stockholm, Sweden) or to the European Commission's online dispute resolution platform: <http://ec.europa.eu/odr>. We do not undertake to participate in alternative dispute resolution procedures, but will take a final position on this matter when applicable.