

## 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**”). 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>	<a href="mailto:shop@nudiejeans.com">shop@nudiejeans.com</a>
<b>Telephone No.:</b>	+46 (0) 10 1515 800
<b>Fax No.:</b>	+46 (0) 10 1515 699

## **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).

### *Non EU countries*

If you purchase items from our Online Shop from a country outside the EU which adds taxes, duties, import and brokerage fees, you will not be charged with VAT and the deduction of this tax

will be shown in the subtotal in the checkout section in the Online Shop (except for the Åland Islands, Guernsey, Jersey, Hong Kong, Singapore, Taiwan and United Arab Emirates, see below for more information). However, you can and probably will be charged for tax, duty, import and brokerage fees when receiving the package (except for the USA for purchases under USD 800 and Australia for purchases under AUD 1 000, see below for more information). We are unable to calculate the exact amount of these duties and/or taxes since these charges are imposed directly by your local custom authority. We recommend that you contact your local custom authority before placing your order for current charges. Nudie Jeans does not compensate any local taxes, customs duties or similar fees which may be added to deliveries outside of the EU.

- *Åland Islands, Guernsey, Jersey, Hong Kong, Singapore, Taiwan and United Arab Emirates*

If you purchase items from our Online Shop from Åland Islands, Guernsey, Jersey, Hong Kong, Singapore, Taiwan and United Arab Emirates no deduction of VAT will be made and the subtotal in the checkout section in the Online Shop will include VAT.

- USA and Australia

*Purchases under USD 800 or AUD 1 000*

If you purchase items from our Online Shop from the USA under the amount of USD 800 or from Australia under the amount of AUD 1 000 you will not be charged for tax, duty, import or brokerage fees when receiving the package.

*Purchases amounting to or over USD 800 or AUD 1 000*

For purchases amounting to or over USD 800 for the USA or AUD 1 000 for Australia Nudie Jeans applies *Delivered Duty Paid* (DDP) meaning that Nudie Jeans pays for the total costs associated with transporting the items and is fully responsible for the goods until they are received by you (including shipping costs, export and import duties, insurance and any other expenses incurred during shipping of the goods).

## **PAYMENT**

We accept all major credit and debit cards (VISA, Mastercard, American Express, Maestro and Discover) as well as payment through PayPal ([www.paypal.com](http://www.paypal.com)). For our Swedish customers we also offer payment through 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 (VISA, Mastercard, American Express, Maestro and Discover). 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 2-5 business days from the time that you receive a confirmation of your purchase from us. 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 at your nearest service point.

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.

For our Swedish customers, packages are sent out with PostNord Sverige AB ("**PostNord**") and you will get a text message or notification via regular mail when your package is ready for collection at your local PostNord service point. For customers outside Sweden, packages are sent with UPS. UPS usually delivers between 8:00 -18:00 (working hours) on business days.

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.

## CANCELLATIONS

You have the right to cancel your purchase within fourteen (14) days from the date of receipt of the item or from the day you received the last item in an order of several items in your possession. You can exercise your right to cancel your purchase immediately after your purchase and do not need to wait until you have received the purchased item. You can invoke your cancellation right by sending an e-mail to us to [shop@nudiejeans.com](mailto:shop@nudiejeans.com) in which you state that you would like to invoke your cancellation right.

To cancel your purchase you furthermore need to fill in the return form included in your package and specify what item that you are returning. If you have lost your return form, please contact us at [shop@nudiejeans.com](mailto:shop@nudiejeans.com). You may also use a standard form to exercise your right of cancellation, which you can find on the respective National Board for Consumer Policies' website (in Sweden: [www.konsumentverket.se](http://www.konsumentverket.se)). Please be informed that you need to return the items at your own expense and without undue delay and no later than within fourteen (14) days from the time you notified us on that you wanted to use your cancellation right. When possible, Nudie Jeans kindly asks you to return your purchased item in its original packaging even if this is not a requirement in order for you to be able to return the item. In relation to *limited edition* items, please note that the packaging is considered a big part of the item.

Please return your item to:

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

Nudie Jeans will refund what you have paid, including the freight and delivery charges. However, if you choose to cancel/return only part of your order Nudie Jeans will not refund any freight or delivery charges, since the same charges apply no matter how many items you order. The refund will be made as soon as possible and within fourteen (14) days from Nudie Jeans' receipt of your message regarding cancellation, provided that Nudie Jeans, by this date, has received the item that you would like to return or that you have provided Nudie Jeans with proof of that the item being sent to Nudie Jeans. Refunds will be made to the credit or debit card or the PayPal or Klarna account used for placing the order. If you want a refund for your duties and/or taxes for refunds outside the European Union, you'll need to contact your local UPS Access Point or [UPS Customer Service](#). 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.

Your right to cancel your purchase as described above does not apply for sealed packages with e.g. underwear or swimwear for which the seal has been broken by you.

Please note that Nudie Jeans will not compensate you for the return freight or delivery charges. Furthermore, if your handling of the item that you are returning has resulted in a decreased value of the item due to wear or handling to an extent beyond what is reasonable in order for you to try out/test the item, Nudie Jeans will make a deduction of the refund corresponding to the amount of the loss of value of the item.

## **EXCHANGES**

You can exchange items into different sizes and colors provided that the item that you would like to exchange for has the same price as the item you're returning. All exchanges are based on stock availability and are shipped to you free of charge. If you want to exchange to an item that cost more than the item that you would like to exchange, we refer to your cancelation right above.

All exchange orders to countries outside the European Union are sent with the marking "Warranty Replacement Order". This explains for your local customs authority that you have already paid taxes and duties for your original package, and that this is a replacement item. Should your local customs authority insist upon and issue taxes and duties again you will need to show proof that the exchange is an exchange and that you have already paid the taxes and duties, and that you have sent the original item back to us. Please make sure to have the tracking number for your return and the receipt for the taxes and duties at hand.

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.

## **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 [shop@nudiejeans.com](mailto:shop@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.

#### **PRIVACY POLICY**

Nudie Jeans (as a personal data controller) will process the personal data that you provide to Nudie Jeans (such as name, address, telephone number, email address, age and gender), as well as details regarding the device that you make use of for browsing on our Online Shop and details regarding your use of our Online Shop (e.g. operating system, browser type, IP address, traffic data, location data, weblogs, your behavior and usage statistics) and our eventual correspondence with you, for the purposes mentioned in these General Terms and Conditions.

Nudie Jeans will process your name, address, telephone number and email address in order to be able to administer your orders. The legal basis for this processing of the mention personal data is to fulfill our obligations to you following the performance of purchase contract between you and us. We will also process information on your age and gender, as well as details regarding the device that you make use of for browsing on our Online Shop and details regarding your use of our Online Shop (your operating system, browser type, IP address, traffic data, location data, weblogs, your behavior and usage statistics) for marketing purposes by, among other, electronic communications services, for statistical purposes and to develop the Online Shop and our products and services. The legal basis for this processing of the mention personal data is that the processing is necessary for the purposes of the legitimate interests pursued by us. We will store your personal data for as

long as needed for the processing described above and in no event longer than one (1) year after our customer relationship with you has ended.

Your personal data will also be disclosed to and processed for the above mentioned purposes by Nudie Jeans' affiliated companies and business partners (Google Inc. Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, is one of these business partners, please see below under the heading COOKIES for more information about Google Analytics). Your personal data will be disclosed to companies both within and outside of the European Union / European Economic Area. You may, completely or partially, withdraw your consent at any time, by written notice to us at Nudie Jeans Marketing AB, Västra Hamngatan 6, SE-411 17 Gothenburg, Sweden.

It is voluntarily to provide personal data. If you do not want your personal data to be used for direct marketing purposes, please e-mail us at [shop@nudiejeans.com](mailto:shop@nudiejeans.com) or send us a letter to Nudie Jeans Marketing AB, Västra Hamngatan 6, SE-411 17 Gothenburg, Sweden. You have the right to - once a year and free of charge - upon written request to the postal address listed above, receive information about what personal data that we store about you and how that personal data is used and processed. In the event your personal data is inaccurate or wrong, you have the right to request that we correct or remove the personal data in question.

## **COOKIES**

A cookie is a piece of data stored on the means of communication that you use (e.g. computer, smart phone, e-tablet or other device). The cookie enables us to identify you as a user of our Online Shop, recognize you (anonymously) when you return to our Online Shop, in order to, among other, remember what items that you have placed in your shopping basket in our Online Shop, customize the content in the Online Shop with the basis of information on your previous browsing, interests and preferences, and speed up your eventual searches.

By visiting our Online Shop and by having your web browser in your device set to allow cookies, you accept and agree to receiving cookies from Nudie Jeans, Nudie Jeans' affiliated companies and partners. We make use of Google Analytics which is one of the most widespread and trusted analytics solutions on the web. We make use of Google Analytics in order to help us understand how you use our Online Shop and ways in which we can improve your experience. The cookies that Google Analytics place on your means of communication track things such as for how long time you spend in the Online Shop and the pages that you visit. For more information on Google Analytics cookies, see the official [Google Analytics page](#).

You can disable the function that allows for the placing of cookies on your device and withdraw your consent to receive cookies at any time, by changing the settings for the web browser in your device. You can also delete the cookies that you have already received from your device's hard drive.

Note that if you choose to disable the cookies function in your device, it may sometimes prevent you from having an optimal use and experience of the Online Shop. For example, the login details and other personal settings will not be saved.

## **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 requirements, 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 an order 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 Swedish law, without regard to its conflict of law provisions.

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.