



Nile Clothing AG  
Hauptstrasse 33  
2572 Sutz Switzerland  
T +41 (0)32 397 00 80  
info@nile.ch  
NILE.CH

## GENERAL TERMS & CONDITIONS (GTC) OF NILE ONLINESTORE

The NILE Clothing AG uses only online store orders from Switzerland, Liechtenstein, countries of the European Union, Israel, Canada, Albania, Bosnia and Herzegovina, China, Japan, Croatia, Montenegro, Macedonia, Norway, Russia, Serbia, Turkey, India, Kosovo, Malaysia, Saudi Arabia and South Africa.

### 1.1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all purchases or any use of services on the NILE Clothing AG website, or www.nile.ch (hereinafter the website). The online product offers are valid only as long as they are visible on the website and while stocks last. The images shown on the website are for illustration only and are not absolutely binding. The information and explanations provided in catalogs and leaflets are illustrative only and are not absolutely binding. The NILE Clothing AG denies any responsibility for any errors or inaccuracies in connection with the said pictures, diagrams, explanations, catalogs, leaflets on the internet site.

### 1.2. ORDER, DELIVERY, EXCHANGES AND RETURNS

#### Order

An order will be final only after its acceptance by the NILE Clothing AG. When place an order, the customer accepts the General Terms and Conditions (GTC) entirely and without limitation, under the exclusion of any otherwise existing terms or conditions. In particular, the otherwise applicable terms and conditions in the NILE Stores (Pluvina AG, ZAS AG, NILE Clothing GmbH Germany) can not be applied to online orders. The NILE Clothing AG reserves the right to reject any orders placed.

#### Delivery

When ordering, the customer can enter the desired delivery address. This may be different from the billing address. The following delivery options are possible:

- Delivery to the desired address
- Delivery to a package station according to the list www.nile.ch (Switzerland only)

#### Exchanges

It is up to the customer to immediately verify the goods upon delivery and to potentially complain about any defects or deviations from the order. The said defective goods, or those that do not fit or are to the customer's liking can be returned within 14 calendar days without providing any reason. The date that the customer receives the package and the postmark when returning the package are binding for the 14 calendar days. The return must be in the original packaging and with the enclosed delivery. Only unworn, clean, undamaged and complete goods with the label in the NILE original packaging will be taken back. In the event that goods are returned the shipping costs will be borne by the customer. After goods are received, the NILE Clothing AG analyzes the returns and decides whether they are in perfect condition and whether a credit can be carried out. The refund will take place through the same payment method as the original payment and usually takes place within 10 working days. Only the value of the goods is refunded. In all cases incurred shipping charges will not be credited.

#### Return address for orders from Germany:

Sigloch Distribution GmbH & Co. KG  
NILE return logistics, FASHION department  
Am Buchberg 8 – Tor 23, 74572 Blaufelden, Germany

#### Return address for orders from other countries of the European Union:

NILE Tex-Logistics GmbH, NILE Online Store  
Markus Sittikus Strasse 20, A-6845 Hohenems Austria

#### Return address for orders from all other countries:

NILE Clothing AG, Online Store, Burrirain 56  
CH-2575 Täuffelen, Switzerland



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All products can, if they have not previously been used or worn, be returned before the deadline. The proof of mailing should be kept by the customer, as it applies as evidence in the event a packet is lost. After the deadline, the purchase shall be completed as valid. Excluded from the right of return are used products or those which have been ordered or customized for specific customer requirements and products without an original label attached.

### Refund

If the customer makes use of his right of return, he has the option to exchange the ordered item (if available in the desired size and color) or to return it. When returning an order, the amount debited will be reimbursed through the original payment method, unless the conditions set out under „exchanges“ have not been respected.

### Shipping Costs

#### Switzerland and Liechtenstein:

From an order value of CHF 85.00 or up the shipping costs are cancelled. For orders under CHF 85.00 there is a shipping fee of CHF 4.95.

#### Europe:

Shipping is free for orders EUR 75.00 and up. For orders under EUR 75.00 the following shipping fees apply.

#### Germany and Austria: EUR 4.95

European Union Member States: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom.

For all other countries, the minimum order value per order is CHF 100.00. In this case there is a flat shipping rate of CHF 50.00 per order.

## 1.3. PAYMENT TERMS AND PAYMENT CONFIRMATION

### Payments methods

The price indicated on the order confirmation is billed. The list of accepted payment methods may change. Currently available payment methods in the online store are real time payment methods (credit card). For payment processing, the NILE Clothing AG works with Wirecard Bank AG.

### Real-time payment method

The NILE Clothing AG does not store credit card details of customers. The data stored by the NILE Clothing AG data serve only as proof of the transaction between the customer and the NILE Clothing AG. The financial data is stored with Wirecard Bank AG.

### Other provisions of Wirecard Bank AG

By accepting the Terms and Conditions, the customer confirms that he is aware of the privacy policies and the additional terms for Wirecard Payment and to agree to their validity. More information is available at:

#### Privacy Policy:

<https://www.wirecardbank.de/privacy-documents/datenschutzhinweis-fur-die-wirecard-zahlarten/>

#### Additional terms and conditions:

<https://www.wirecardbank.de/privacy-documents/zusatzliche-geschäftsbedingungen-fur-wirecard-zahlarten/>

### Prices

Switzerland, Liechtenstein, Israel: all prices in CHF including VAT..

European Union: All prices in EUR including VAT.

Canada and all other countries supplied: all prices in CHF including taxes (sales taxes, HST, GST, PST, etc.).

Any shipping costs are not included. These will be charged separately. The payment of all orders will be accepted exclusively in Swiss francs or euros. The NILE Clothing AG reserves the right to change prices at any time. However, for the products ordered by the customer, the prices valid on the order date and stated on the order confirmation are always valid, except for an obvious error.

### Order Confirmation

Any order and any change will be confirmed to the customer via e-mail. By placing an order, the customer agrees to these terms and conditions and the prices stated. The contractual relationship shall only come into effect upon acceptance of the customer's online order by NILE Clothing AG.



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#### **Contractual Provisions**

Should the customer not fulfill or only partially fulfill one of his obligations, the NILE Clothing AG reserves the right to suspend all deliveries or terminate the current contract.

### **1.4. PROPERTY AND COMPENSATION**

#### **Reservation of ownership**

Before full payment the goods remain the property of the NILE Clothing AG.

#### **Compensation for damages**

Claims for damages due to errors in illustrations, prices and texts or late and failed delivery remain strictly excluded.

### **1.5. NILECARD**

With the Nilecard the customer has the opportunity to receive a discount if his revenues exceed a certain amount. If the customer purchases in CHF (from the countries seen in paragraph 1.3), upon reaching a cumulative purchase amount of at least CHF 1,500.00 within 12 months they will receive a voucher for 10% of the total amount. If the customer purchases in EUR (from the EU area), once he reaches a cumulative purchase amount of at least EUR 1,000.00 within 12 months he receives a voucher for 5% of the total amount. If purchased in various currencies, separate Nilecards will be provided. It is not possible to combine the transactions in different currencies. Only the commodity for the regular purchased price is counted. Each entry is valid for 12 months. All entries have a rolling expiration. The entries made in the webshop and in the NILE Stores revenues are added together, provided they are in the same currency. Thus, a transfer of personal and sales-related data to the companies involved is possible. This is especially true for the NILE Clothing GmbH in Dusseldorf, Pluvina AG in Sutz, ZAS AG in Winterthur and Fadendaten GmbH in Sutz. An exception is the NILE Store St. Gallen. All revenue generated in the NILE Store St. Gallen is not included on the Nilecard.

#### **Deletion of the customer account (My Nile)**

If the customer deletes their (My Nile) account in the NILE Clothing AG online store, all items on the Nilecard will be deleted immediately. The Nilecard is bound to the account in the online store of NILE Clothing AG.

### **1.6. PRIVACY AND DATA TRANSMISSION**

#### **Privacy**

The data, which is needed for properly carrying on the business, is stored and transmitted to associated companies within the order processing. All data is treated confidentially. The stored address data can also be used for advertising purposes within NILE Clothing AG. The customer authorizes the NILE Clothing AG, NILE Clothing GmbH and other affiliated companies to save customer sales and evaluate them. The data will not be disclosed to third parties. If the customer does not agree with the storage of his personal data, he must notify NILE Clothing AG immediately so that the data can be erased. Credit card numbers are not known to NILE Clothing AG and will not be deposited or stored in the system, since the payment is made via the Wirecard Bank AG.

#### **Secure transmission**

The confidential data such as bank account and credit card numbers are received via Wirecard Bank AG via a secure transmission method. This means they are securely encrypted before transmission.

#### **Google Analytics**

The website www.nile.ch uses Google Analytics, a web analysis service of Google Inc. Google Analytics uses cookies. These cookies are text files which are stored on your computer and enable analysis of the use of the website. The information generated by the cookie about your use of this website (including your IP address) is transmitted to a Google server in the USA and stored there. Google will use this information to evaluate your use of the website, to compile reports on the website activity for NILE Clothing AG and to provide further services related to internet usage and internet usage. The NILE Clothing AG uses the information obtained from Google Analytics to improve the site continuously and adapt to customer requirements. Google may also pass this stored information on to third parties in so far as this is required by law or as far as third parties may process the data on Google's behalf. Google will under no circumstances associate your IP address with any other data held by Google. You can refuse the use of cookies by changing the settings on your browser. We indicate, however, that in this case there is a possibility that you can not use all



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features of this website in full. By using this website, you agree to the processing of data relating to you and collected by Google as described above and for the purposes set out above.

#### **1.7. APPLICABLE LAW AND JURISDICTION**

The legal relationship between the customer and the NILE Clothing AG is subject to Swiss law. The exclusive jurisdiction for any disputes is 2560 Nidau, Switzerland.

Sutz, in March 2017