

GENERAL TERMS AND CONDITIONS NILE.CH ONLINE STORE

Nile Clothing AG only serves online store orders from the following countries: Switzerland, Liechtenstein, Belgium, Canada, Denmark (excluding Faroe Islands, Greenland), Germany (excluding Büsingen, Helgoland), Estonia, Finland (excluding Aland Islands), France (excluding overseas territories, mainland only), United Kingdom, Ireland, Italy, Luxembourg, Netherlands (excluding Netherlands Antilles, Aruba), Austria, Poland, Portugal, Sweden, Spain (only mainland and the islands of Mallorca, Menorca, Ibiza), Czech Republic and Hungary.

1.1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all purchases or any use of services via the website of Nile Clothing AG, or www.nile.ch (hereinafter referred to as the website). The online product offers are valid only while they are visible on the website and while stocks last. The images shown on the website are for illustrative purposes only and are absolutely non-binding. The information and explanations given in catalogs and on product brochures are for explanatory purposes only and are absolutely non-binding. Nile Clothing AG is not responsible for any errors or inaccuracies in connection with the illustrations, diagrams, explanations, catalogs, brochures or on the website.

1.2. ORDERS, DELIVERY CONDITIONS, EXCHANGES AND RETURNS

Orders

An order becomes final only after its acceptance by Nile Clothing AG. By placing an order, the Customer accepts these General Terms and Conditions (GTC) in their entirety and without limitation, to the exclusion of any terms or conditions that may otherwise exist. In particular, the Terms and Conditions of Sale and Business otherwise applicable in the NILE Stores (Nile Retail Schweiz AG, ZAS AG, NILE Clothing GmbH Deutschland) are not to be applied to online orders. Nile Clothing AG reserves the right to refuse any order from a customer.

Delivery

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

- Delivery to the billing address
- Delivery to an alternative shipping address

Nile Clothing AG may change these delivery options at its full discretion.

Exchanges/Returns

It is the customer's responsibility to inspect the goods immediately upon delivery and to report any defects or deviations from their order. The aforementioned defective goods, or those that do not fit or please the customer, may be returned by the customer within 14 calendar days without giving any reason. The date of receipt of the package by the customer and the postmark of the return shipment are decisive for the 14 calendar days. The return must be made in the original packaging and with the enclosed delivery bill. Only unworn, unwashed, clean, undamaged and complete merchandise including the label in the original NILE packaging will be accepted for return. The shipping costs in case of return of the goods shall be borne by the customer. After receipt of the goods, Nile Clothing AG will check the returned items and decide whether they are in perfect condition and whether a refund can be issued. Refunds will be issued via the same payment method as the original payment and usually within 10 business days. Only the price paid by the customer will be refunded. Any shipping costs incurred will not be credited.



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

NILE.CH

Return address for customers domiciled in Switzerland, Liechtenstein or any other country in the world:

Nile Clothing AG
NILE Online Store
Burrirain 56
2575 Täuffelen
Switzerland

Return address for customers domiciled in Germany:

NILE Retourenlogistik
c/o PVS eBusiness-Services GmbH
Schleissheimer Strasse 93a
85748 Garching
Germany

Return address for customers residing in other countries of the European Union:

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

All items may be returned within the time limit, provided they have not been previously used, washed or worn. The postage receipt should be kept by the customer, as it will serve as evidence in the event of a lost package. After the deadline, the purchase is considered validly completed. Excluded from the right of return are used items or those ordered or made according to special customer requests and items without an attached original label.

Refunds

If customers make use of their right of return, they have the option to exchange the ordered item (if available in the desired size and color) or to return it. When an order is returned, the amount invoiced will be refunded in accordance with the original payment method, unless the conditions listed under „Exchanges>Returns“ have not been met.

Shipping costs

Switzerland and Liechtenstein, Countries of the European Union, United Kingdom, Canada:
There are no shipping costs.

All countries that are not included above but are served: For all other countries, the minimum order amount per order is CHF 100.00. Additional flat-rate shipping costs of CHF 50.00 per order will be charged.

1.3. PAYMENT TERMS AND PAYMENT CONFIRMATION

Payment methods

The price indicated in the order confirmation will be charged. The list of accepted payment methods may change. At present, it encompasses credit card (Mastercard, VISA, American Express, Maestro, Diners Club), Twint (only in CHF) and payment by invoice via Klarna.

Payment by invoice (Klarna)

Payment by invoice is offered via Klarna. Before an order can be placed successfully, Klarna independently checks the customer's credit rating using information provided by the customer. Payment by invoice is only available if the outcome of this is positive. Nile Clothing AG has no knowledge of this detailed check. It only learns whether payment by invoice is possible. When an order has been successfully placed for payment by invoice, the invoice issued will be transferred to Klarna by Nile Clothing AG (as noted on the invoice) and the customer will receive payment instructions from Klarna directly.

Payment details

Nile Clothing AG does not store payment details (credit card details, etc.) of customers. The data stored by Nile Clothing AG serves only as proof of the transaction between the customer and Nile Clothing AG. The financial data is stored at Worldline Schweiz AG

Pricing

Switzerland, Liechtenstein: all prices in CHF including VAT.
European Union: all prices in EUR including VAT.
All other countries in the world that are not listed above: all prices in CHF excl. taxes (sales taxes, HST, GST, PST, etc.)

Possible shipping costs are not included. These will be charged separately. Payment for all orders is accepted exclusively in Swiss francs or euros.



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Nile Clothing AG reserves the right to change prices at any time. However, for the products ordered by customers, the prices valid on the date of the order and indicated on the order confirmation shall always apply, unless there is an obvious error.

Order confirmation

Every order and every change will be confirmed to the customer via email. By placing an order, the customer agrees to these GTC and the prices shown. The contractual relationship comes into effect only with the delivery of the order to the customer by Nile Clothing AG.

Provisions terminating the contract

If the customer does not meet one of his obligations or only in part, Nile Clothing AG reserves the right to stop all deliveries or to cancel the current contract.

1.4. OWNERSHIP AND COMPENSATION

Reservation of ownership

Before full payment is received, the goods remain the property of Nile Clothing AG.

Claims for damages

Claims for damages due to errors in illustrations, prices, or texts, delivery delays, or delivery failures are strictly excluded.

1.5. NILECARD

Customers can use the Nilecard to collect points that can later be used to pay for items or to receive a discount, provided the purchases amount to a particular sum. If the customer purchases in CHF (or from one of the countries listed in paragraph 1.3), they will receive a voucher for 10% of the total amount when they reach a cumulative purchase total of at least CHF 1,500.00 within 12 months. If the customer purchases in EUR, they will receive a voucher for 5% of the total amount each time they reach a cumulative purchase total of at least EUR 1,000.00 within 12 months. If purchases are made in different currencies, separate Nilecards are issued. It is not possible to combine sales in different currencies. Only merchandise purchased at the regular prices will be credited. Each entry is valid for 12 months. All entries expire on a rolling basis. The entries of the sales made in the web store and in the NILE stores are combined. This

means that personal and sales-related data can be passed on to the companies involved. This applies in particular to Nile Retail Schweiz AG, NILE Clothing GmbH in Düsseldorf, and ZAS AG in Winterthur. By accepting the General Terms and Conditions, the customer also confirms that they have read the data protection information (data protection declaration, cookie guidelines and terms of use), which can be viewed at nile.ch, and that they agree to their validity.

Deletion of the customer account (nile.ch / My Account)

When a customer deletes their account on Nile Clothing AG's online store, their Nilecard record remains intact. The Nilecard is personal, non-transferable and can be used independently of the account on the online store.

1.6. DATA PROTECTION AND DATA TRANSMISSION

Nile Clothing AG strives for transparent processing of the personal data of users. All provisions and information regarding data protection are listed in the separate Privacy Policy, Cookie Policy and Terms of Use. For process optimization in the handling of orders, all data required for this purpose are transmitted to Adyen and Klarna. This may also include data that is not absolutely necessary for the actual payment process. As a minimum, however, this always includes the customer's full name, address and home address, as well as their delivery address, if this is different.

Secure transmission

Confidential data such as bank details and credit card numbers are transmitted via Adyen using a secure transmission method. This means that they are securely encrypted before transmission.

1.7. APPLICABLE LAW AND PLACE OF JURISDICTION

The legal relationship between the customer and Nile Clothing AG is subject to Swiss law. The exclusive place of jurisdiction for all disputes is 2560 Nidau, Switzerland.

Sutz, July 2024