

## **TERMS ENG**

Nubikk Retail B.V. General Terms and Conditions

Last update: November 2024

Welcome to the official Nubikk webshop. Read the following general terms and conditions that are applicable to the use and the purchase of products through our website accurately. When placing an order you agree with our general terms and conditions and the Privacy Policy.

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### **Article 1 – Definitions**

For the purpose of these terms and conditions, the following is understood as:

1. Additional agreement: an agreement in pursuance of which the consumer acquires products, digital content and/or services in connection with a distance agreement and the said goods, digital content and/or services are delivered by Nubikk or by a third party on the basis of an arrangement between the said third party and Nubikk;
2. Reflection period: the period within which the consumer can rely on his right of withdrawal;
3. Consumer: the natural person who does not act for purposes that are related to his commercial, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data that are produced or delivered in digital form;
6. Continuing performance agreement: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. Sustainable data carrier: each and every tool – also including email – that makes it possible for the consumer or entrepreneur to store information addressed to him in person in a manner that enables future consultation or use during a period that is geared to the purpose for which the information is meant and that enables unchanged reproduction of the stored information;
8. The right of withdrawal: the possibility of the consumer to withdraw from the distance

agreement within the reflection period;

9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services to consumers remotely;

10. Distance agreement: an agreement that is concluded between Nubikk and the consumer within the framework of an organised system for distance sale of products, digital content and/or services without simultaneous presence in the course of which up to and including the conclusion of the agreement one or more techniques for distance communication are exclusively or also used;

11. Withdrawal return form: the European withdrawal return form included in Schedule I of these terms and conditions;

12. Technique for distance communication: means that can be used for the conclusion of an agreement without the consumer and the entrepreneur simultaneously having to meet in the same space.

## **Article 2 – Identity of Nubikk**

Name: Nubikk Retail B.V.

Acting under the name  
Nubikk

Corporate seat:  
Raadhuisplein 2A  
5141 KG Waalwijk

Telephone number: + 31 (0)85 48 74 600

Availability:

From Monday up to and including Friday from 09:00 o'clock until 17:00 o'clock and daily via the chat from 09:00 o'clock until 22:00 o'clock

Email address: [webshop@nubikk.com](mailto:webshop@nubikk.com)  
Chamber of Commerce number: 67199097  
VAT number: NL856871862B01

## **Article 3 – Applicability**

1. These general terms and conditions are applicable to each and every offer of Nubikk and to each and every distance agreement concluded by and between the entrepreneur and the consumer.

2. The text of these general terms and conditions is made available to the consumer before the distance agreement is concluded. Should this reasonably not be possible then Nubikk shall indicate before the distance agreement is concluded how the general terms and conditions can be inspected at Nubikk and that they are on request forthwith sent to the consumer free of charge.

3. If the distance agreement is concluded electronically then the text of these general terms and conditions can, in derogation from the previous paragraph and before the distance agreement is concluded, be made available to the consumer electronically in such a manner that they can

easily be stored by the consumer on a sustainable data carrier. Should this reasonably not be possible then it shall be indicated before the distance agreement is concluded where a note can electronically be taken of the general terms and conditions and that on request of the consumer they shall be sent electronically or otherwise free of charge.

4. If in addition to these general terms and conditions specific product or service terms and conditions are also applicable when the second and the third paragraph are equally applicable and the consumer can, in case of conflicting terms and conditions, always rely on the applicable provision that is most favourable to him.

#### **Article 4 – The offer**

1. If an offer has a limited period of validity or is made subject to conditions then this is expressly indicated in the offer.

2. The offer contains a complete and accurate description of the offered products, digital content and/or services. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If Nubikk uses images then they provide a truthful representation of the offered products, services and/or digital content. Apparent mistakes or apparent errors in the offer shall not have a binding effect on Nubikk.

3. Each and every offer contains such information that it is clear to the consumer what the rights and obligations are that derive from acceptance of the offer.

#### **Article 5 – The agreement**

1. The agreement is, subject to the provisions set forth in paragraph 4, concluded at the moment of acceptance by the consumer of the offer and compliance with the relevantly imposed conditions.

2. If the consumer accepts the offer electronically then Nubikk forthwith confirms the receipt of acceptance of the offer electronically. As long as the receipt of the acceptance has not been confirmed by Nubikk, the consumer can rescind the agreement.

3. If the agreement is concluded electronically then Nubikk takes appropriate technical and organisational measures to secure the electronic transfer of data and it provides for a secure web environment. If the consumer can pay electronically then Nubikk shall observe appropriate security measures.

4. Nubikk can – within the statutory parameters – ascertain itself of the fact if the consumer can comply with his payment obligations as also of all the facts and factors that are important for the responsible conclusion of the distance agreement. If on the basis of the said examination Nubikk has good reason not to conclude the agreement then Nubikk shall be entitled to reject an order or request in a substantiated manner or to impose special conditions on the implementation.

5. At the latest upon delivery of the product, service or digital content Nubikk shall make the following information available to the consumer, either in writing or in such manner that it can be stored by the consumer on a sustainable data carrier in an accessible manner:

- a. the visiting address of the establishment of Nubikk that the consumer can call upon in case of complaints;
- b. the terms and conditions on the basis of which and the manner that the consumer can rely on the right of withdrawal or a clear indication regarding the exclusion of the right of withdrawal;
- c. the information about warranties and existing after-sales service;
- d. the total price including any and all taxes of the product, service, or digital content; where

applicable, the costs of delivery and the payment method, delivery or implementation of the distance agreement;

e. the requirements for termination of the agreement if the agreement has a term of more than one year or has an open term;

f. if the consumer is entitled to the right of withdrawal, the withdrawal return form.

6. In the case of a continuing performance transaction, the provisions set forth in the previous paragraph are only applicable to the first delivery.

## **Article 6 – Right of withdrawal**

1. The consumer can rescind an agreement with regard to the purchase of a product during a reflection period of 30 days without stating reasons. Nubikk can ask the consumer for the reason for the withdrawal but cannot render the specification of his reason(s) mandatory. Orders containing sale items and/or discounted items are subject to a 14-day return policy. For discounted products, a return fee of €4.95 will always be deducted from the refund.

2. The reflection period as intended in paragraph 1 takes effect on the day after the consumer, or a third party previously designated by the consumer, not being the carrier, has taken receipt of the product or:

a. if the consumer ordered multiple products in one and the same order: the day when the consumer, or a third party designated by him, has received the last product. Nubikk can, provided that the consumer was informed about this in a clear manner prior to the ordering process, reject an order of multiple products with different delivery times;

b. if the delivery of a product consists of several shipments or parts: the day when the consumer, or a third party designated by him, has received the last shipment or the last part;

c. in case of agreements for a regular delivery of products during a certain period: the day when the consumer, or a third party designated by him, has received the first product

3. If Nubikk does not provide the consumer with the statutorily mandatory information about the right of withdrawal or does not make the withdrawal return form available then the reflection period expires twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.

4. If Nubikk makes the information as intended in the previous paragraph available to the consumer within twelve months after the start date of the original reflection period then the reflection period expires 30 days after the day when the consumer has received the said information.

## **Article 7 – Obligations of the consumer during the reflection period**

1. During the reflection period, the consumer shall handle the product and the packaging diligently. He shall only unpack or use the product to the extent that this is required to determine the nature, characteristics and operation of the product. The guiding principle in this respect is that the consumer can only use and inspect the product as he would be allowed to do in a shop. We, therefore, recommend that you try on shoes on soft surfaces (e.g. carpet).

2. The consumer shall only be liable for a decrease in value of the product that is the result of a manner of handling the product that goes beyond what is permitted pursuant to paragraph 1.

3. The consumer shall not be liable for a decrease in value of the product if Nubikk did not provide him with any and all statutorily mandatory information about the right of withdrawal prior or upon the conclusion of the agreement.

## **Article 8 – Exercising the right of withdrawal by the consumer and associated costs**

1. If the consumer relies on his right of withdrawal then he reports this to Nubikk within the reflection period by means of the withdrawal return form or in another unambiguous manner.
2. The consumer returns the product or presents it to (an authorised representative of) Nubikk as soon as possible, however within 30 days (for sale items within 14 days) from the day following the notification as intended in paragraph 1. This is not required if Nubikk offered to pick up the product. The consumer did, in any case, observe the reflection period if he returns the product before the reflection period has expired.
3. The consumer returns the product with any and all delivered accessories, where reasonably possible in the original state and packaging, and in conformity with reasonable and clear instructions given by Nubikk.
4. The risk and the evidentiary burden in terms of exercising the right of withdrawal in a correct and timely fashion are borne by the consumer.
5. The consumer bears the direct costs of the return of the product. If Nubikk did not indicate that the consumer must bear the said costs or if Nubikk indicates that it shall bear the costs then the consumer does not need to bear the costs for the return.
6. If the consumer withdraws after first expressly having requested that the performance of the products that were not prepared for sale yet in a limited volume or certain quantity starts during the reflection period then the consumer shall be liable to pay Nubikk an amount in proportion to the part of the obligation that was complied with by Nubikk at the time of the withdrawal, compared to complete compliance with the obligation.
7. The consumer does not bear any costs for the performance of products that were not prepared for sale yet in a limited volume or quantity if:
  - a. Nubikk did not provide the consumer with the statutorily mandatory information about the right of withdrawal, the reimbursement of costs in case of withdrawal or the withdrawal return form; or
  - b. the consumer did not expressly request for the start of the performance of the products during the reflection period.
8. The consumer does not bear any costs for the complete or partial delivery of digital content not delivered on a tangible carrier if:
  - a. prior to the delivery he did not expressly agree with the start of the implementation of the agreement before the end of the reflection period;
  - b. he did not acknowledge forfeiting his right of withdrawal when giving his consent; or
  - c. Nubikk failed to confirm this declaration of the consumer.
9. If the consumer relies on his right of withdrawal then any and all additional agreements are rescinded by operation of law.

## **Article 9 – Obligations of Nubikk in case of withdrawal**

1. If Nubikk makes it possible for the consumer to send the notification of withdrawal electronically then Nubikk sends a confirmation of receipt immediately after receipt of the said notification.
2. Nubikk forthwith, however within 30 days following the day that the consumer notified Nubikk of the withdrawal, repays any and all payments of the consumer, including potential delivery costs charged by Nubikk for the returned product. Unless Nubikk offers to pick up the product, Nubikk can wait with the repayment until the product was received or until the consumer demonstrates that the product was returned, depending on what occurs first.

3. For the repayment, Nubikk uses the same payment method used by the consumer, unless the consumer agrees with a different method. The repayment is without charges for the consumer.
4. If the consumer opted for a more expensive delivery method than the cheapest standard delivery method then Nubikk does not need to repay the additional costs for the more expensive method.

#### **Article 10 – Exclusion of the right of withdrawal**

Nubikk can exclude the following products and/or services from the right of withdrawal, however only if Nubikk clearly indicated this in the offer, at least in a timely fashion prior to the conclusion of the agreement:

1. Products or services of which the price is bound by fluctuations in the financial market that are beyond the control of Nubikk and that may occur within the reflection period;
2. Agreements that are concluded during a public auction. A public auction is understood as a sales method in the course of which products, digital content and/or services are offered by Nubikk to the consumer who is personally present or who has the possibility of being present in person at the auction, under the authority of an auctioneer, and in the course of which the successful bidder is held to purchase the products, digital content and/or services;
3. Agreements for the provisions of services, after complete performance of the service, however only if:
  - a. the performance started with the express prior consent of the consumer; and
  - b. the consumer declared that he forfeits his right of withdrawal as soon as Nubikk implemented the agreement in full;
4. Products manufactured according to specifications of the consumer that were not prefabricated and that are manufactured on the basis of an individual choice or decision of the consumer or that are clearly meant for a specific person;
5. Products that perish quickly or that have a limited shelf-life;
6. Sealed products that are not suitable to be returned due to health or hygienic reasons and of which the seal was broken after delivery;
7. Products that are after delivery, due to their nature, mixed with other products;
8. Sealed audio and video recordings and computer software of which the seal was broken after delivery;

#### **Article 11 – The price**

1. During the period of validity mentioned in the offer the prices of the offered products and/or services are not increased, barring price changes due to changes in VAT rates.
2. In derogation from the previous paragraph, Nubikk can offer products or services of which the prices are bound by fluctuations in the financial market and that are beyond the control of Nubikk at variable prices. The binding force of fluctuations and the fact that potentially indicated prices are target prices is mentioned in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory schemes or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if Nubikk stipulated this and:
  - a. they are the result of statutory schemes or provisions; or
  - b. the consumer is authorised to terminate the agreement effective from the day that the price

increase takes effect.

5. The prices of products or services mentioned in the offer are including VAT.

6. Delivery costs are not charged for deliveries in the European Economic Area, barring accessories. Costs may be charged for handling and transport for deliveries outside the European Economic Area. In addition, supplementary taxes and (customs) duties may apply.

7. At the time of conclusion of the agreement payments can be effectuated through one of the following methods: iDeal, Bancontact/Mister Cash, MasterCard, Visa, American Express, Sofort, PayPal, and ApplePay. In addition, Nubikk also accepts gift vouchers of FashionCheque and WebshopGiftcard. Depending on the payment method transaction costs may be charged.

## **Article 12 – Compliance with an agreement and additional warranty**

1. Nubikk warrants that the products and/or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and statutory provisions and/or official rules in place on the date of the conclusion of the agreement. If stipulated then Nubikk also warrants that the product is suitable for use other than normal use.

2. An additional warranty provided by Nubikk, its supplier, manufacturer or importer shall never limit the statutory rights and claims that the consumer can enforce vis-à-vis Nubikk in pursuance of the agreement if Nubikk failed to comply with its part of the agreement.

3. An additional warranty is understood as each and every obligation of Nubikk, its supplier, importer or manufacturer in pursuance of which certain rights or claims are allocated to the consumer that exceed its statutory obligations in case of a failure to comply with its part of the agreement.

## **Article 13 – Delivery and implementation**

1. Nubikk shall observe the utmost care when taking a receipt and implementing orders for products and when assessing requests for the supply of services.

2. The address that the consumer communicated to Nubikk is qualified as the delivery location. In consideration of the provisions set forth in article 11.6 Nubikk delivers worldwide, with the exception of Belorussia, Iran, North Korea, and Russia.

3. In consideration of the relevant provisions set forth in article 4 of these general terms and conditions, Nubikk shall implement accepted orders expeditiously however at the latest within 30 days, unless a different delivery period is stipulated. If the delivery is delayed, or if an order cannot or only partly be implemented, then the consumer is informed accordingly at the latest 30 days after he has placed the order. As the occasion arises the consumer is entitled to rescind the agreement without costs.

4. After rescission in conformity with the previous paragraph, Nubikk shall immediately repay the amount paid by the consumer.

5. The risk of damage to and/or loss of products is vested in Nubikk up to the moment of delivery to the consumer or to a representative communicated to Nubikk in advance unless expressly stipulated otherwise.

## **Article 14 – Continuing performance transactions: term, termination, and renewal**

Termination:

1. The consumer can always terminate an agreement concluded for an open term that extends

to the regular delivery of products (including electricity) or services, in consideration of relevantly stipulated termination rules and a notice period of at most one month.

2. The consumer can always terminate an agreement concluded for a fixed term that extends to the regular delivery of products or services with effect from the end of the fixed term, in consideration of relevantly stipulated termination rules and a notice period of at most one month.

3. The consumer can terminate the agreements as intended in the previous paragraphs:

- a. at any time and cannot be limited to termination at a specific time or during a specific period;
- b. at least in the same manner as it was concluded by him;
- c. at any time in consideration of the same notice period as Nubikk stipulated for itself.

Renewal:

4. An agreement concluded for a fixed term that extends to the regular delivery of products or services cannot be renewed automatically or for a fixed term.

5. In derogation from the previous paragraph, an agreement concluded for a fixed term that extends to the regular delivery of daily newspapers, magazines, and weeklies can be renewed automatically for a fixed term of three months if the consumer can terminate the said renewed agreement effective from the end of the renewal in consideration of a notice period of at most one month.

6. An agreement concluded for a fixed term that extends to the regular delivery of products or services can only be renewed automatically for an open term if the consumer can always terminate, in consideration of a notice period of at most one month.

Term:

7. If an agreement has a term of more than one year then the consumer can always terminate the agreement after one year in consideration of a notice period of at most one month, unless the principles of reasonableness and fairness oppose termination before the end of the stipulated term.

## **Article 15 – Payment**

1. To the extent that the agreement or additional terms and conditions do not determine otherwise, the amounts payable by the consumer must be paid within 30 days after the start of the reflection period or, failing a reflection period, within 30 days after the conclusion of the agreement. In case of an agreement for the provision of a service, this period takes effect on the day after the consumer has received the confirmation of the agreement.

2. In the case of the sale of products to consumers, the consumer can pursuant to the general terms and conditions never be held to pay more than 50% in advance. If payment in advance is stipulated then the consumer cannot enforce any right regarding the implementation of the relevant order or service(s) before the stipulated payment in advance has taken place.

3. The consumer is held to forthwith report inaccuracies in supplied or indicated payment details to Nubikk.

4. If the consumer does not comply with his payment obligation(s) in a timely fashion then after he has been pointed to the late payment by Nubikk and Nubikk has granted the consumer a period of 30 days to yet comply with his payment obligations the consumer shall, after payment has failed to materialise within this 30-day period, be liable to pay the statutory interest on the yet payable amount and Nubikk shall be entitled to charge the extrajudicial collection costs incurred by the same. The said collection costs amount to at most: 15% on outstanding amounts up to € 2,500.00; 10% on the subsequent € 2,500.00 and 5% on the subsequent € 5,000.00, with a minimum of € 40.00. Nubikk may to the advantage of the consumer deviate



from the aforementioned amounts and percentages.

#### **Article 16 – Complaints procedure**

1. Nubikk has a sufficiently disclosed complaints procedure and handles a complaint in accordance with the said complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to Nubikk expeditiously after the consumer has observed the defects in a complete and clearly described manner.
3. Complaints submitted to Nubikk are answered within a period of 30 days after the date of receipt. If a complaint foreseeably requires a longer processing time then Nubikk answers within the period of 30 days with a confirmation of receipt and an indication when the consumer can expect a more extensive answer.
4. A complaint about a product, service, or the service of Nubikk can also be submitted by email via [webshop@nubikk.com](mailto:webshop@nubikk.com)
5. The consumer must, in any case, give Nubikk a period of 4 weeks to solve the complaint in joint consultation. After this period a dispute arises that is susceptible to the dispute settlement rules.

#### **Article 17 – Applicable law**

1. Dutch law is applicable to agreements between Nubikk and the consumer to which these general terms and conditions are related.

Schedule I: Model form for withdrawal

Model form for withdrawal

(only complete and return this form if you want to withdraw from the agreement)

To: Nubikk Retail B.V.  
Zuiveringweg 21, 8243 PZ Lelystad  
[webshop@nubikk.com](mailto:webshop@nubikk.com)

- I / We\* hereby inform that I / we want to withdraw from our agreement regarding the sale of

the following products: [specification of the product]\*

the delivery of the following digital content: [specification of the digital content]\*

the performance of the following service: [specification of service]\*

- Ordered on\* / received on\* [date of order in case of services or date of receipt in case of products]

- [Name of consumer(s)]

- [Address of consumer(s)]

- [Signature of consumer(s)] (only if this form is submitted in hard copy)

\* Delete were not applicable or complete where applicable.

The general terms and conditions can be downloaded in PDF format via this link.  
[Click here to consult the terms and conditions of Fashion Cheque.](#)