

Welcome to the website of Nanushka.

By purchasing our goods and/or using our services, you accept these General Terms and Conditions ("GTC"). Please read this GTC carefully.

This GTC shall be applied to the contractual relationships entered into on the website and/or in the webshop of Nanushka available at [www.nanushka.com](http://www.nanushka.com),

and to the visit and use of the website and/or the webshop. You expressly agree that you use our website at your sole risk.

## **1. Nanushka as providing goods and services**

Company's name: Nanushka International Zártkörűen Működő Részvénytársaság ("Nanushka" or "we")

Company's registered seat: 12-14 Városmajor street, Budapest, 1122, Hungary

Registration number at the Budapest Court of Registration: 01 10 049880

Tax number: 23975095-2-43

Representatives: Mr. Péter Baldaszi (Chairman and Member of the Board) & Ms. Szandra Judit Sándor (Member of the Board) & Mr. Ágoston Gubicza (Member of the Board)

Email address for general inquiries: [hello@nanushka.com](mailto:hello@nanushka.com)

Customer Service Team:

Nanushka HQ

12-14 Városmajor u, Budapest, 1122, Hungary

Telephone number: +36-70-940-5298

Email address for online customer service: [customercare@nanushka.com](mailto:customercare@nanushka.com)

## **2. Goods and services**

In Nanushka's online store at [www.nanushka.com](http://www.nanushka.com), you can purchase unique women's clothes and accessories that are directly sold by Nanushka.

Nanushka is entitled to widen the scope of its goods and/or services or to suspend or fully terminate them. Nanushka is entitled to suspend or to refuse to sell goods or to provide services if you intend to purchase or use such goods or services in contradiction with the provisions of this GTC, or Nanushka is investigating a supposed misuse.

"Notify me!" option: if you have added your email address to the waitlist of a certain product, it doesn't mean an obligation for Nanushka or a preorder for the product, it serves as a sole notification about the product's availability. Once the desired item is available on our site, we'll notify you via email within 24 hours. Please note that in some cases garments with high demand might become sold out again during this timeframe.

## **3. General provisions**

The following Terms and Conditions are valid between you and Nanushka International Zrt. and apply to all use of our website nanushka.com.

This GTC is in effect from 9 September, 2019 and shall be effective until withdrawal. We reserve the right, at our sole discretion, to update, modify or replace any part of this GTC by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Please read the GTC and check back often. If you do not agree to any change to the GTC then you must immediately stop using our website and/or webshop. If you continue to use our website and/or webshop, you are deemed to accept the modified GTC. Any changes made after you have placed an order will not affect such order unless we are required to make such change by law.

You should keep a copy of these Terms and Conditions for future reference. If certain parts of our Terms and Conditions are unclear, or if you have any questions, please contact our Customer Service Team via [customercare@nanushka.com](mailto:customercare@nanushka.com) before you place any order on our website.

The governing law of this GTC is the Hungarian law.

The language of this GTC and that of the contractual relation between you and Nanushka is the English language. Each customer order establishes a unique contractual relation between you and Nanushka.

Nanushka has not accepted any code of conduct which shall govern its business conduct. This GTC shall not be recorded, it is entered into only in electronic form, and shall not be considered as a written contract.

#### **4. The process of using our webshop**

Please note that purchases can only be made on the website, as we do not receive orders made via phone, emails, or faxes.

##### **4.1 Registration**

You can place an order and purchase products in our webshop with or without registration.

If you order and purchase products with registration, upon registration you declare that you are older than 18 years, are aware of and accept this GTC and other policies and regulations published on our website, and you give your consent to manage and process your personal data as described in our Privacy Policy.

If you order and purchase products without registration, you may complete the procedure only if you declare that you are aware of and accept this GTC, and you give your consent to manage and process your personal data as described in our Privacy Policy

Upon registration Nanushka sends an automatic email to you confirming your registration.

You shall provide information about yourself that is true, accurate, current and complete in all respects, in the course of registration and purchase. Should any of your registration information change, please notify us immediately by changing your details under your profile information.

In case of invalid or non-existent data the contract with Nanushka shall be null and void. Nanushka excludes its liability in case you purchase goods and/or use our services with another person's data. Nanushka is not liable for damages occurred due to the fact that you forgot your password or such password became available to a third person out of the scope of the responsibility of Nanushka.

Nanushka shall not be liable for late delivery if it was caused by incorrect and incomplete data provided by you.

Please protect your password and user's name while Nanushka is not liable for damages occurred due to the fact that your password and/or user's name could have been available to third parties outside the scope of Nanushka's responsibility.

To ensure that the shopping procedure is simple and secure, Nanushka uses Secure Socket Layer (SSL) technology.

## **4.2 Placing an order**

After registration you can enter our online store and begin shopping. You can choose the products to be purchased, the colour, the size and the quantity and put the products into your cart.

Nanushka provides the name and description of the products along with a photo in the webshop. A slight difference can exist between the photo and the product itself. Nanushka is not liable for the differences between the photo of our product on our webshop and the real appearance of the product.

You can check the content of your cart by clicking on the "Cart" icon. It is possible to delete the product by clicking on the "Remove X" icon or correct the quantity of the product in your cart, by clicking onto the white button under the "Qty" column. Items in your cart are not reserved and may be purchased by other customers.

You may purchase one or multiple items in the same order and purchase procedure.

In a case when you have a discount code, you can enter that code into the "Discount code" field and click on the "Apply" button. Then the purchase price will be reduced by the discount amount in case of qualifying items. Important: make sure that you actually added the discount to your order as we are unable to apply discounts once an order is finalized.

By clicking on the "Proceed to checkout" button, you can start the payment procedure. First you should give your shipping address, such as first and last name, shipping address and telephone number.

You can enter your billing address, which can differ from the shipping address.

The next step is to select the shipping method. During checkout, the shipping fee will be calculated automatically on the basis of the shipping address according to our Shipping Policy. You can choose between two payment methods. You can pay with your credit card using Adyen to complete your order or use your PayPal account. All transactions are secure and encrypted. Credit card information is never stored by Nanushka. Payments are made based on your selected shipping destination, either in EUR, HUF, or GBP. Please check the currency settings for your chosen shipping country for more information.

By clicking on "Complete order" button you can pay the purchase price of the cart according to the chosen payment method. When placing your order, the purchase price, the shipping fee and all other applicable fees (if any) will be indicated that you have to pay to receive the products.

After placing an order and successfully completing the checkout process, you have to be redirected to an order confirmation page and Nanushka sends you an order confirmation email without delay, but not later than within forty-eight (48) hours from the time of the order. Usually, this message is shown in the webshop window after the payment method was successfully completed, with the wording "Your order is confirmed". Such email contains your order's summary.

Nanushka is not liable for late confirmation if the confirmation delay is due to a false or incorrect email address provided by you during the registration process, or your email account is not able to accept messages because your inbox is full. This confirmation email is not an acceptance of your order, it is only a confirmation that Nanushka has received your order.

Acceptance of your order shall be completed when Nanushka sends a shipping notification email to you to confirm that the items have been sent to you.

When you would like to continue your shopping in the webshop after placing an order, click on the "Continue shopping" button.

## **5. Purchase information**

The default currency in the webshop is dependent on the selected shipping destination.

Purchase prices include value added tax (VAT) in accordance with Hungarian tax rules, but do not include shipping fees. Shipping fees are displayed separately based on your shipping destination.

All purchases are made in the default currency of your shipping region. In case your bank account is in a different currency, then your bank might include some additional exchange. We are not responsible for possible exchange fees in these cases. If you are unsure about the procedures your bank is following in case of such transaction, we suggest contacting your bank for further information.

Charges on your bank statement will appear as "Nanushka.com".

In case we introduce special sale prices, we provide detailed information to our customers in relation thereto.

If clearly incorrect purchase prices are indicated in our webshop, e.g. an incorrectly low purchase price is indicated caused by an eventual system malfunction, Nanushka shall not accept the order and shall not deliver the product at such incorrect purchase price. In such a case we offer to deliver the product at the correct purchase price to you, and you are entitled to withdraw your order regarding such product. The order confirmed by Nanushka at an incorrect purchase price shall be deemed as a null and void contract.

Nanushka accepts the following types of payments: PayPal or Adyen. Payment can be made by American Express, Visa, Visa Electron, Visa Debit, Visa Delta, MasterCard, Maestro debit cards, and any other methods which may be clearly indicated in the webshop from time to time.

If the issuer of your payment card refuses to authorize the payment to Nanushka, we shall not be liable for any delay or non-delivery.

The total amount to be paid includes all costs on the basis of your order and the confirmation email. The invoice shall be sent to you in the parcel alongside your purchased item(s).

## **6. The fulfilment of the order, delivery**

The delivery of the products is made by Nanushka worldwide through the courier services of DHL and UPS. Nanushka is also liable for customs clearance procedures. We ship worldwide, except for the Russian Federation, certain regions in Bahrein, and North Korea . For more details see our Shipping Policy here.

In case of returning defective items, the shipping fee is paid by Nanushka and a pick-up is organized by Nanushka. Nanushka's couriers deliver the new product in the course of replacement of defective items. In this case, the shipping fee and the customs clearance fee are paid by Nanushka.

When the product has been proven to be defective, Nanushka shall pay back the whole amount of purchase price to you in the same payment method as the original payment was made, including the shipping fee.

In case of exchanging or returning products to Nanushka, you shall pay for such shipping fees and you may choose any courier company you wish in case your return is not applicable for a free return. However, please note that we are not accepting returns outside of the EU via regular post, please contact our customer service if you'd like help with choosing the right delivery company for your return shipment.

The new product chosen by you for exchange, will be delivered to you by Nanushka's couriers and the delivery fee is paid by Nanushka. However, you can only request an exchange for the same product in a different size.

Nanushka reserves the right to reject any confirmed orders, for example when the item is out of stock due to inventory errors, or its condition does not satisfy our standards regarding its quality. In such a case Nanushka will inform you without delay. In this case, Nanushka shall refund the whole amount paid by you for the item(s) we are unable to fulfill without delay, but not later than thirty (30) days.

When any defect occurs in our webshop in relation to products or prices, Nanushka maintains its right to correction. In this case Nanushka informs you about the new data without delay. You can then confirm your order once again, or any party is entitled to withdraw from the contract.

We may, in our sole discretion, limit or cancel quantities purchased per person. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

Nanushka is not liable for the case when its suppliers do not fulfill or essentially modify their obligations towards Nanushka. Nanushka reserves the right to partially or wholly refuse the confirmed orders, after consulting with you.

For further information regarding shipping and return fees, please see our Shipping & Return Policy at [\[link\]](#)

## **7. Right of withdrawal**

You can announce your right of withdrawal within fourteen (14) days of receiving your original order without reasoning. You announce such right in an expressed statement sent to the Customer Service Team ([customer@nanushka.com](mailto:customer@nanushka.com)) within the above fourteen (14) day deadline. Read more about our Return Policy [here](#).

You shall send back the item to us without delay, but within the initial fourteen (14) days upon delivery. If your order is not applicable for a free return label, then make sure to keep the proof of mailing of the parcel.

The deadlines above shall be regarded as being complied with if you send your statement or the item before the fourteen (14) days has expired. As Nanushka receives the returned item, a quality control procedure shall take place in order to determine the appropriateness of the returned item. The provisions of Shipping & Returns Policy, especially point 2.1.2 shall apply.

Unless your order is eligible for a free return, you will be responsible for return shipping costs. Shipping costs are non-refundable unless the item is defective. We recommend you obtain a proof of postage and use a trackable shipping service or purchase shipping insurance. We are not accepting returns sent via regular post from outside of the EU.

We shall refund the price paid for the returned item once it is received by us. We shall not refund such shipping fee, which was chosen by you and was not in line with our usual shipping method. The refund shall be made in the same way as the original method of your payment was made (PayPal or Adyen).

You will receive a written notification via email that we have received your returned item. Any item returned exceeding the fourteen (14) day deadline will not be eligible for a refund and will be shipped back to the sender.

You are not entitled to exercise the right of withdrawal when the item was prepared especially upon your own instructions, or on your expressed demand, or in case the item was unambiguously personalized to you.

The right of withdrawal cannot be exercised by a non-consumer entity, i.e. an enterprise, namely such entity which acts in the scope of its profession, independent occupation or its business activity.

## **8. Liability for products**

Please note, that Nanushka is not liable for damages resulting from natural amortization, defect or negligent use, abnormal consumption or misuse or any other treatment that is not suited to the product description.

Colors: Although we aim to show and describe our products as accurately as possible, please note that due to the color settings of your computer the colors seen might be different from the actual color of the products.

### **8.1 Liability for defective items (in Hungarian: kellékszavatosság)**

In case of defective performance (in Hungarian: hibás teljesítés) you are entitled to make a claim for defective items against us on the basis of the Hungarian Civil Code.

Upon your request, you are entitled to make the following claims:

If an item is defective due to a manufacturing fault, we will offer to repair the item or exchange it. If it cannot be repaired or the same item is not available, you are entitled to a proportional price reduction or to have it repaired by yourself or a third party and we pay for the repair, or to a full refund (i.e. the purchase price along with the shipping fee).

You are entitled to modify your chosen claim, but you are responsible for the costs imposed by this modification, except it was caused by us.

You shall inform us about the defect without delay, but within two (2) months from the date of its discovery at the latest.

Within the first six (6) months from delivery you shall inform us about the defect and confirm that the item was provided by us. Within such six (6) month deadline there is no other condition to make your claim on the basis of the liability for defective items.

After the expiry of the above six (6) month period, however, you are required to prove that the defect discovered by you has already existed at the date of delivery.

After the expiry of a two (2) year period following the date of delivery, you are not entitled to make any claims on the basis of the liability for defective items.

## **8.2 Liability for defective products (in Hungarian: termékszavatosság)**

If you are a private person purchaser, you shall also have a right to make a claim against Nanushka for defective products as described in this clause 8.2. Please note, however, that under Hungarian law you need to choose between your rights described in clause 8.1 and clause 8.2, i.e. making a claim against Nanushka because of defective items (in Hungarian: kellékszavatosság) or defective products (in Hungarian: termékszavatosság). You are not entitled to make a claim against Nanushka on the basis of both clauses.

If a product is defective, you are entitled only to choose to have it repaired by us or require us to exchange the product. You shall inform us about the defect without delay, but within two (2) months from the date of its discovery at the latest. In case of a defective product, you are required to prove the defect of the product. The product is deemed to be defective only if (i) it does not meet the quality requirements applicable by law to the particular product, or (ii) it does not have the characteristics set out in the description of the product delivered by us.

You are entitled to make your claim against us within a two (2) year period following the date of delivery.

## **8.3 Non-consumer buyers**

Please note, that the above provisions set forth in points 8.1 and 8.2 are applicable only to consumers. Consumer is a private person acting out of the scope of his/her profession or his/her business activity. To non-consumer buyers different provisions of the Hungarian Civil Code shall be applied.

## **9. The complaint handling process**

Nanushka shall seek to achieve a friendly settlement of any complaint you may have through negotiation or any other peaceful means.

Your complaint can be announced orally in one of our stores or in writing sent to our address. Nanushka shall inspect the orally communicated complaint immediately and shall be settled when it is necessary. When you are not satisfied with the result, or the immediate settlement is not possible, a protocol shall be prepared. Nanushka shall answer every written complaint in writing within thirty (30) days from receipt. In case Nanushka does not accept your complaint, it shall give a reasoning thereof.

The protocol in respect of your complaint shall be retained by Nanushka for three (3) years. The contact of the customer service where you can turn to with your complaint is as follows: Customer Service Team:

Nanushka HQ

12-14 Városmajor u, Budapest, 1122, Hungary

Telephone number: +36-70-940-5298

Email address: [customercare@nanushka.com](mailto:customercare@nanushka.com)

You can turn with your complaint also to the Hungarian Consumer Protection Authority as follows:  
Budapest Főváros Kormányhivatala, V. Kerületi Hivatal, Fogyasztóvédelmi Főosztály

Address: 1051 Budapest, Sas u.19. III. em. Hungary

Telephone number: +36 1 450-2598

E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

You can turn with your complaint also to the Hungarian Conciliation Body as follows: Budapesti Békéltető Testület

Address: 1016 Budapest, Krisztina krt. 99. Telephone number: +36-1-488-2131 Facsimile number: +36-1-488-2186

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

The Hungarian Conciliation Bodies are listed at the following link:  
<http://www.fogyasztovedelem.kormany.hu/node/8579>

## **10. Intellectual property rights**

Any invention, discovery, development, design, idea, creation, software, technology, procedure, process, technical material, documentation (hereinafter intellectual properties) relating to the products and services of Nanushka in any manner are subject to copyright protection, and all or parts of them are the exclusive property of Nanushka. You do not acquire any ownership of intellectual property when purchasing any of our products or using our services, including but not limited to our website and webshop. By purchasing any of our products or using our services you are not entitled to use any trademark, brand name or logo in relation to such products or services.

Nanushka reserves the right to every content on the products and services, including but not limited to the website and webshop. It is prohibited to download, to store electronically, to process or to transfer the content on the website or the webshop in whole or in part without the prior written consent of Nanushka.

## **11. Data protection**

For data protection, please see our Privacy Policy: [\[link\]](#)

NAIH registration number: [NAIH-142470/2018]

## **12. Technical requirements**

Our website is designed and run by Arkiv Group Zrt., our webshop is based on the webshop engine provided by Arkiv Group Zrt..

Hosting service provider: Arkiv Group Zrt.

Registered seat: Lovas út 23, 1012 Budapest, Hungary

In order to be able to use our website and/or our webshop you will need to have at least the following hardware and software.

### **Software requirements**

The list of supported browsers include: Google Chrome, Mozilla Firefox, Apple Safari, Microsoft Edge, Opera, Apple Safari for iOS, Google Chrome for Android.

We kindly ask you to use an appropriate virus scanner and virus killer software.

We cannot guarantee that the website will operate continuously without any interruptions and errors due to the connection to the Internet. We have adopted adequate technical and organisational security measures to protect goods and services on our website, integrity of data, and electronic communications in order to prevent unauthorized use of or access to data, as well as to prevent risks of dissemination,



destruction and loss of data and confidential/non-confidential information regarding users of our website, and to avoid unauthorised or unlawful access to such data and information.

### **13. Miscellaneous**

If Nanushka does not exercise any of its rights derived from this GTC or other policies or legal provisions, such non-exercise shall not be deemed as a waiver of such right.

Any waiver shall be made in writing. When Nanushka shall not insist strictly on a significant provision of this GTC this shall not imply that Nanushka renounces its insistence on the strict compliance of such provision.

Nanushka does not make any particular promises in connection with the goods and services, besides the expressed terms and conditions in this GTC. Nanushka does not undertake any responsibility for the goods' and services' content, functioning, reliability, availability and ability to meet your needs. Nanushka provides the services on the basis of the principle "as is."

Nanushka excludes all forms of warranty to the extent permitted by law. The maximum amount Nanushka pays for commitments relating to claims that are based on warranties including implied warranties under this GTC is the amount you have paid for the services. Nanushka is not responsible in any case for reasonably unforeseeable losses and damages.

If any provision of this GTC becomes invalid, unlawful or unenforceable, the other provisions of this GTC shall remain in effect.

We will be happy to give you more information in relation to our goods and services, the operation of our webshop, and the order and shipping procedure of our products. Please feel free to contact us at any time.