

TERMS OF SALE

(WESTERN EUROPE, CENTRAL EUROPE, EASTERN EUROPE)

These Terms of Sale apply to western Europe, Central Europe, and Eastern Europe, except Bulgaria, Croatia, Norway, Romania, Slovakia, Switzerland, and Turkey, which are governed by different [terms](#).

Please read these Terms of Sale carefully before ordering Products online from the NIKE platform.

If you are located in any of the countries identified below, additional country-specific terms may apply to you and are viewable at the end of these Terms of Sale or by clicking on the country reference link. These additional terms override the Terms below to the extent of any inconsistency.

[AUSTRIA](#), [FRANCE](#), [GERMANY](#), [HUNGARY](#), [ITALY](#), [POLAND](#).

APPLICABILITY

You are reading these Terms of Sale (“Terms of Sale”) because you are using a NIKE website, digital experience, social media platform, mobile app, wearable technology, or one of our other products or services, all of which are part of NIKE’s Platform (“Platform”). These Terms of Sale create a legally binding agreement between you and NIKE and its affiliates (which we may refer to as “NIKE,” “we,” “us,” or “our”) regarding orders placed for products available on the Platform. Please review our [List of Local Entities](#) for the name of the NIKE entity responsible for providing the Platform to you and the appropriate contact information. Nike may revise these Terms of Sale without notice by posting revised Terms of Sale on its Platform. The Terms of Sale posted on the Platform at the time you place your order on the Platform will govern that purchase. Please read these terms carefully and check that the details of your order are complete and accurate before submitting your order. Your use of the Platform is also governed by NIKE’s [Terms of Use](#) and [Privacy Policy](#). The Terms of Use are incorporated herein by this reference. [See [Hungary terms](#).].

PLACING ORDERS ON THE PLATFORM

ELIGIBILITY TO ORDER

To place an order on the Platform, you must be at least 16 years old, or older if that is required under applicable law to enter into an agreement with Nike, and be a consumer - not a reseller.

NO PURCHASE FOR RESALE

The Platform is intended solely for NIKE to sell NIKE products direct to end consumers, and therefore purchase of products for resale is strictly prohibited. Purchase for resale means the purchase of NIKE product by someone who resells, or intends to resell, the NIKE product to others (consumers, businesses or any third party). If NIKE believes you are involved in

purchase for resale, NIKE reserves the right to take any action against you, including, without limitation, to restrict sales to you, cancel your orders, and/or suspend or close your account.

HOW TO ORDER

You need an email address to place an order, and you may need to set your browser to accept both (functional) cookies and pop-ups in order to be able to use all the functionalities of the Platform, which includes designing customized items, adding items to your shopping bag and submitting your order.

When you submit an order we will send you an email acknowledging receipt of your order. Our acceptance of the order takes place when the Products are shipped to you - we will send you an email confirming that the Products have been shipped (“Order Confirmation”). At this point a contract, containing these Terms of Sale, comes into existence and is binding on you and us (the “Contract”). We recommend that you print or download a copy of these Terms of Sale and the relevant Order Confirmation for future reference. If we are unable to supply you with a product, we will inform you of this in writing and will not process the order.

[See [Poland](#) terms.]

OUR RIGHT TO REJECT YOUR ORDER OR CANCEL A CONTRACT

Fulfilment of all orders on the Platform is subject to availability. We explicitly reserve the right not to accept your order for any reason. We also reserve the right to cancel a Contract by written notice to you in the following situations, without being liable for any damage or costs other than repayment of any amount received from you in relation to the Contract we cancelled:

- the product is not available / in stock;
- your billing information is not correct or not verifiable;
- your order is flagged up by our security systems as an unusual order or an order susceptible to fraud;
- you are under 16, or under an older age if an older age is permitted under applicable law to enter into an agreement with Nike;
- you are a reseller;
- there was an error in the price displayed on the Platform; or
- we could not deliver to the address provided by you;
- due to an Event Outside Our Control (see below).

[See [France](#) terms.]

DATA CHECK

When you send us your order, we may run some checks on it before it is fulfilled. These checks may include verifying your address and checking for fraud. We run partly automated checks on all purchases to filter out unusual or suspect transactions, or transactions which can be identified as susceptible to fraud. Suspected fraud on the Platform will be investigated and if necessary prosecuted.

PRICE/PAYMENT

PAYMENT METHODS

You can find the available payment methods for each country in the help section of Nike.com (the “Website”). We do not accept any method of payment other than those listed in the help section. Please do not try to pay by any other way than specified there. If you do, we will not be liable for loss of the payment or any other damages that may result from this action.

PAYMENT PROCESSING

If you pay by credit/debit card, we will deduct the amount due from your account as soon as your order leaves our warehouse. If you pay by bank transfer (only available for bulk orders), we will start delivery (or manufacturing in the case of customized (NIKEiD) products) after we receive your payment. This may take several days. In the event that no payment has been received within 12 calendar days after you submitted your order, your purchase will automatically be cancelled. Payments can only be processed if the billing information can be verified.

TITLE TRANSFER

We retain title in any product(s) until we have received full payment for such product(s).

PRICES AND CURRENCY

The product prices displayed on the Platform are inclusive of Value-Added Tax (VAT), as applicable. Shipping rates are applied per order. The exact shipping rates depend on the country where your order is being delivered to. For details on shipping rates per country see the help section of the Website.

Prices are quoted in local currency Euro with the exception of UK, Sweden, Norway, Switzerland, and Denmark where prices are quoted in local currency. If you change the country of delivery while browsing or during check out, prices from that moment may be quoted in a different currency. Please note that changing the country of delivery may have an influence on the price due to a change in currency or to country specific pricing.

YOUR TOTAL PRICE

The total price specified in the final checkout screen includes tax and shipping costs. This price will be recorded in the Order Confirmation, which we recommend you print or download for future reference. If paying by credit card, the total amount for your entire order will be reflected on your statement in your local currency.

If your local currency is different from the currency in which the prices are quoted, your bank will apply the exchange rate applicable per the date of purchase. Your bank may apply a different exchange rate, which is beyond our control.

Cash on delivery (cod)

If you have chosen the payment method ‘cash on delivery’, the order amount set forth on your shipment confirmation in the local currency of your destination country must be paid in full before receiving your items and signing the delivery sheet. The package can be opened and your items inspected only after the payment is made.

PRICE CHANGES

The prices of the products will be as displayed on the Platform. Prices may change from time to time, but changes will not affect any order which we have confirmed in an Order Confirmation. [See [Italy terms.](#)]

SHIPPING & DELIVERY

DELIVERY – WHERE AND WHEN

We do not ship on certain public holidays. Please refer to the help section of the Website for dates and the available delivery times and methods. We can only fulfil an order to a delivery address which is a home or office address in one of the countries listed in the help section of the Website.

SPLIT DELIVERY

Where possible, we try to deliver all items which you have ordered at the same time. However, please note that due to the fact that customized (NIKEiD) products are manufactured at different factories, an order for multiple customized (NIKEiD) products may result in split shipments.

We reserve the right to split the delivery of your order, for instance if part of your order is delayed or unavailable. In the event that we split your order, we will notify you of our intention to do so by sending you an email to the email address provided by you at the time your order was placed. You will not be charged for any additional delivery costs.

INSPECTION UPON DELIVERY

Upon delivery, please inspect the packaging for damage. If it appears that the products are damaged, please do not accept the shipment.

SHIPPING RATES

FREE SHIPPING

If you make a purchase that exceeds the threshold relevant to your delivery country, you will receive FREE ‘standard delivery’, or the option of discounted ‘express delivery’. Other conditions may also qualify you for free shipping. See the help section of the Website for threshold amounts and their corresponding discounted delivery rates.

CUSTOMIZING ITEMS

Customization conditions

For most customized (NIKEiD) items, you can submit a combination of letters, spaces and numbers to form an “ID” – a personalized message that appears on your creation. We reserve the right in our sole discretion to decline an ID, for example because it contains a trademark belonging to third party, or the names of sports teams, athletes or celebrities that you (or NIKE) do not have the right to use, or because it contains material that we consider inappropriate. If we reject your ID you will be notified as soon as possible by email.

Consumer acknowledgements relating to customization

Both your design of the item (the colour combination etc.) and the personalization shall be created by you. To the extent this is not the case, you hereby guarantee that you are authorized to use the design or the personalization created by someone else.

Please understand that whilst we have the right to decline your personalization or your design, you are solely responsible for your design and personalization, and we have no obligation to review or decline your design or personalization.

Your design and your personalization qualify as what we call “User Content”. Article 2 of the Terms of Use applies to your design and your personalization.

RETURNS & CANCELLATIONS

CANCELLING ORDER BEFORE DELIVERY

You may cancel any order free of charge and without giving us any reason, provided it has not yet been shipped. We begin processing orders placed at our online store almost immediately. If you wish to cancel your order, please check the status of your order first by visiting the "Order status" link at the top right of the Website.

If the status of your order is "Pending" or "On Hold" you may cancel your order by contacting our call centre (see help section of the Website). Our consumer service agents will request a cancellation of your order at our warehouse. If successful, they will send you an email and the cancellation will be free of charge. If cancellation is not possible, the product(s) will be delivered to you and may be returned in accordance with the procedure set out below.

Customized (NIKEiD) orders cannot be cancelled before shipment, because we start building the customized (NIKEiD) products immediately after receiving the order.

RETURNING ORDERS AFTER DELIVERY – DEFECTIVE PRODUCTS

You are entitled to return products delivered to you in the event that they are defective or otherwise not in conformity with your order when you received them. In the event your claim is justified, the purchase price and the shipping costs will be refunded. For practical information on how to return, see the help section of the Website.

We moreover remind you that under Dutch and EU law, we are liable to you for any lack of conformity in a product that becomes apparent within a minimum of two years from delivery of the product and that you have several statutory rights in this context. The foregoing does not limit these statutory rights in any way. [See [France](#) and [Italy](#) terms.]

YOUR RIGHT OF WITHDRAWAL

If for whatever reason you are not happy with a product you ordered, you may exercise your statutory right of withdrawal. You can invoke your right of withdrawal by informing us that you want to return the product within 30 calendar days after the product is delivered to you or to a third party indicated by you (other than the carrier) or, if you have ordered multiple goods in one order which are delivered separately, within 30 calendar days after the last product is delivered, without giving us any reason.

If you use your right of withdrawal, you have an obligation to return the products to us without undue delay and no later than 30 calendar days from the day on which you have communicated to us that you invoke your right of withdrawal.

Please make sure that the products you return are complete (e.g. both items of a pair must be returned) and not used in any way other than what is reasonably necessary to decide if you want to keep the products (meaning that you are allowed to try garments or shoes on for fit, but you cannot wear or wash them). If you do not comply with the foregoing and the value of the product diminishes as a consequence thereof, we can hold you liable for such diminished value. The right of withdrawal does not apply if the product is made to your specification or clearly personalized (for example: NIKEiD products).

For practical information on how to return, see the [help](#) section of the Platform, which contains a withdrawal form that you can use to exercise your right of withdrawal. You can also inform us that you want to exercise your right of withdrawal by another unequivocal statement (e.g. by a letter, fax or email). It is sufficient that you send this statement to us before the withdrawal period ends.

If you inform us that you wish to return a product, we shall reimburse to you all payments received, including the delivery costs (with the exception of any supplementary costs resulting from your choice of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 30 days from the day on which we are informed about your decision to exercise your right of withdrawal. We may however choose to withhold the reimbursement until we have received the products back or until you have supplied evidence of having sent back the products.

REFUND INFORMATION

Refunds will be issued based on the original form of payment. If you paid via bank transfer you need to give this information to Customer Service when you initiate the return so that we can refund the money directly to your account. For practical information on how to return and for refund timelines, see [here](#).

CONDITIONS APPLICABLE TO PRE-ORDERED PRODUCTS

Pre-order is the process by which you are able to order a product in advance of the scheduled retail launch. Due to the nature of pre ordering, the following specific conditions apply to pre-ordered products:

Delivery. Pre-ordered products are targeted to be delivered before the retail launch date, provided that we have received your payment at least 3 working days before such date.

Concrete delivery times depend on the moment the product is available in our warehouse. Standard delivery timelines will apply from the moment the pre-ordered product is available in our warehouse. This information is best estimates only, timelines are not binding.

Payment. Unless you have chosen for payment upon or after delivery, the following applies. Your payment will be deducted as soon as the order is received (or, in the event of bank transfer, as soon as possible). We will not start the execution of your order prior to having received payment. For bank transfers this may mean that delivery will be later than set out under the bullet point above.

Product launch date. The scheduled retail launch date (product launch) for your pre-order product can be found in the product description page on the Website.

EVENTS OUTSIDE OUR CONTROL

An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms of Sale:

- a) We will contact you as soon as reasonably possible to notify you; and
- b) Our obligations under these general conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Where the Event Outside Our Control affects our delivery of a product to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the products. Please see your cancellation rights under Cancellation above.

OTHER IMPORTANT TERMS

We may transfer our rights and obligations under a contract to another organization, but this will not affect your rights or our obligations under these Terms of Sale.

You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree in writing.

We contract with US Direct E-Commerce Limited trading as eShopWorld to sell and deliver our products to consumers in Bulgaria, Croatia, Norway, Romania, Slovakia, Switzerland, and Turkey. If your order is shipping to one of the aforementioned countries where our international shipping is supported by eShopWorld, the contract for the purchase sale and delivery of our products will be between you and eShopWorld, and subject to the eShopWorld [Terms and Conditions](#). If there is a conflict between these Terms of Sale and the eShopWorld

Terms and Conditions, the eShopWorld Terms and Conditions will control with respect to your purchase and the delivery of our products.

Each of the paragraphs of these Terms of Sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms of Sale, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. We will not file a copy of the contract between us.

CHOICE OF LAW/JURISDICTION

You agree that the Platform, Terms of Sale, and any dispute between you and NIKE shall be governed in all respects by Dutch law, without regard to choice of law provisions, and not by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of NIKE products) shall be resolved individually, without resort to any form of class action, and exclusively in the competent courts of Amsterdam, the Netherlands.

In case you have a complaint, please contact us via [contact us](#) page first. If you feel your complaint is not adequately addressed you can – but are not obliged to – use the Online Dispute Resolution (ODR) platform that you can access through <http://ec.europa.eu/odr>.

All claims shall be brought within one (1) year after the claim arises, to the extent allowed under applicable law. [See [Austria](#), [France](#), [Germany](#), [Italy](#) and [Poland](#) terms.]

COUNTRY-SPECIFIC TERMS

If you are located in one of the following countries, the additional terms below will apply and override any inconsistent terms set forth above.

AUSTRIA

The last paragraph in the section above titled “CHOICE OF LAW/JURISDICTION”, is deleted in its entirety and replaced with the following:

“All claims shall be brought within three (3) years after the claim arises.”

FRANCE

The section above titled “PLACING ORDERS ON THE PLATFORM”, sub-section “OUR RIGHT TO REJECT YOUR ORDER OR CANCEL A CONTRACT” is deleted in its entirety and replaced with the following:

“OUR RIGHT TO REJECT YOUR ORDER OR CANCEL A CONTRACT

We reserve the right to cancel a Contract by written notice to you in the following situations, without being liable for any damage or costs other than repayment of any amount received from you in relation to the Contract we cancelled:

- your billing information is not correct or not verifiable;
- your order is flagged up by our security systems as an unusual order or an order susceptible to fraud;
- you are under 16, or under an older age if an older age is permitted under applicable law to enter into an agreement with Nike;
- you are a reseller;
- we could not deliver to the address provided by you; or
- due to an Event Outside Our Control (see below).”

The section above titled “RETURNS & CANCELLATIONS”, sub-section “RETURNING ORDERS AFTER DELIVERY – DEFECTIVE PRODUCTS” is hereby deleted in its entirety and replaced with the following:

"Nike, Colosseum 1, 1213 NL Hilversum, The Netherlands, shall be responsible for any lack of conformity of the products under the conditions set forth in Articles L. 217-4 et seq. of the French consumer code, and of hidden defect of these products under the conditions set forth in Articles 1641 et seq. of the French civil code. In the event your claim is justified, the purchase price and the shipping costs will be refunded. For practical information on how to return, visit our help section.”

Please note that under the legal warranty of conformity, you:

- have 2 years as of delivery of the product to submit a claim;
- may choose between repair or replacement of the product, subject to the cost conditions provided for under Article L. 217-9 of the French consumer code;
- do not have to prove the product’s lack of conformity during a period of two (2) years following delivery of the product.

The legal warranty of conformity is without prejudice to any commercial warranty that may be provided.

You may also decide to act under the legal warranty against hidden defect as per Article 1641 of the French civil code. In such case, you may choose between cancellation of the sale or a reduction of the sale price, as set forth under Article 1644 of the French civil code.”

The second and third paragraph in the section titled “CHOICE OF LAW/JURISDICTION” are deleted in their entirety and replaced with the following two paragraphs:

“Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or

relating to the Platform (including but not limited to the purchase of NIKE products), and exclusively in the competent courts of Amsterdam, the Netherlands.

If you have a complaint, please contact us via [contact us page](#) first. If you feel your complaint is not adequately addressed you can – but are not obliged to – use the Online Dispute Resolution (ODR) platform that you can access through <http://ec.europa.eu/odr>. In addition, you have the right to initiate a mediation procedure by contacting the mediator (s) as follows: Association des Médiateurs Européens (197, Boulevard Saint-Germain, 75007 PARIS, téléphone: 09 53 01 02 69), <http://www.mediationconso-ame.com/>. The mediator(s) will attempt to, independently and impartially, reach an amicable resolution of the dispute. In case of mediation, each party is free to accept or reject the solution proposed by the mediator.”

GERMANY

The last paragraph in the section above titled “CHOICE OF LAW/JURISDICTION”, is deleted in its entirety and replaced with the following:

“All claims shall be brought within two (2) years after the claim arises.”

HUNGARY

The section above titled “APPLICABILITY” is amended by adding the following:

"These Terms of Sale constitute an implied agreement between you and NIKE, unless otherwise meeting the requirements of written agreements under Hungarian law. "

ITALY

The section above titled “PRICE/PAYMENT”, sub-section “PRICE CHANGES” is replaced in its entirety with the following:

“PRICE CHANGES

The prices of the products will be as displayed on the Platform. Prices may change from time to time, but changes will not affect any order you submitted even if not yet confirmed in an Order Confirmation.”

The section above titled “RETURNS & CANCELLATIONS”, sub-section “RETURNING ORDERS AFTER DELIVERY – DEFECTIVE PRODUCTS” is hereby deleted in its entirety and replaced with the following:

“RETURNING ORDERS AFTER DELIVERY – DEFECTIVE PRODUCTS

Nike pursuant to article 130 of the Consumer Code, guarantees the conformity of any sold goods for a period of two years after the delivery of the goods. Without prejudice to any statutory rights provided in your favour by applicable law, in the case of a lack of conformity, you shall be entitled to have the goods brought into conformity free of charge by repair or replacement or to have an appropriate reduction made in the price or the contract terminated with regard to those goods, in accordance with article 130 of the Consumer Code. You are

entitled to exercise the above rights, in the event any products are defective or otherwise not in conformity with your order when you received them, provided that you inform us of the lack of conformity within a period of two months from the date on which you detected such lack of conformity. In the event your claim is justified, the purchase price and the shipping costs will be refunded. For practical information on how to return, see the help section of the Website.”

The second paragraph in the section above titled “CHOICE OF LAW/JURISDICTION”, is deleted in its entirety and replaced with the following two paragraphs:

“Regardless of the above choice of law, be reminded that you will enjoy the statutory rights provided in your favour under Section 1, Title III of the Italian Consumer Code (Legislative Decree no. 206/2005).”

“Except where prohibited and without limitation to any of your statutory rights, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of NIKE products) shall be resolved individually, without resort to any form of class action, and exclusively in the court of the place where you are resident or domiciled.”

POLAND

The section above titled “CHOICE OF LAW/JURISDICTION” is deleted in its entirety and replaced with the following:

“CHOICE OF LAW/JURISDICTION

You agree that the Platform, Terms of Sale, and any dispute between you and NIKE shall be governed in all respects by Polish law.

Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to the Platform (including but not limited to the purchase of NIKE products) shall be resolved individually, without resort to any form of class action, and exclusively in the courts competent under applicable law.

In case you have a complaint or feel there is a dispute between us, please contact us via [contact us page](#) first. In case the dispute between us is not resolved you can – but are not obliged to – use the Online Dispute Resolution (ODR) platform that you can access through <http://ec.europa.eu/odr>.”

The section above titled “HOW TO ORDER” is amended by adding the following:

“By accepting these Terms of Sale, you:

(a) Request that an invoice will be issued for your purchase and

(b) Agree that said invoice will be issued in an electronic format and will be provided to you by email.”

Date of Last Revision: March 2023 – WE/CEE