

General Conditions of Sale / Legal Notices

I. **Legal Notices**

The company DAKINE EUROPE SAS, 10bis Rue du Pré Paillard, 74000 Annecy, France, operated by Bucher + Walt SA, 8 Route de Soleure, CH-2072 St-Blaise (Switzerland), with capital of CHF 200'000.-, registered under the number CHE-107.778.354.

Email address for contacting the company DAKINE EUROPE SAS: info@dakine-europe.com

Hosting: VNV SA, Allée des Défricheurs 4, 2300 La Chaux-de-Fonds, +41329313101.

II. **General Conditions of Sale**

1. **Acceptance of the Conditions**

All commercial relations with The company Dakine Europe, operated by Bucher + Walt SA, hereafter referred to as the “**Company**,” manager of the dakine-europe.com website (the “**Site**”), are subject to these general conditions (the “**General Conditions**”). The General Conditions apply without restriction or reservation to any purchase of products proposed on the Site (the “**Products**”) made online by any buyer (the “**Customer**”; the Customer and the Company being together referred to as the “**Parties**”), whatever the clauses that may appear on any other contractual document of the Customer. The Customer is bound to read these General Conditions and all other special conditions of sale that may be applicable before placing any order on the Site. The General Conditions are accessible via a hyperlink on the Site. The Customer is asked to download the General Conditions and/or to print them out, and to keep a copy. The Customer is informed that these General Conditions may be modified at any time without notice; the latest version in force is the one accessible on the Site. Any use of the Site by the Customer implies the acceptance without restriction or reservation of these General Conditions, the latter being deemed to have perfect knowledge of these. These General Conditions take precedence over any other version or any other conditions contained in any other document, unless prior, express exemption in writing. These General Conditions apply to the exclusion of all other conditions that shall not be binding on the Company, even if the latter is aware of them. The Customer acknowledges that it has the capacity required to contract and place orders via the Site. The Customer undertakes to respect the provisions of these General Conditions and to honour its payment commitments to the Company.

2. **Retention of Title**

The Company remains the owner of any delivered Product until its full payment by the Customer. However, the Customer is informed that the transfer of risks linked to the order is made upon delivery of the Products. In these conditions, the Customer recognises and accepts that it is alone liable in the case of loss or damage to the Products as of their delivery, thus holding the Company harmless in this respect.

3. **Products**

The Customer alone assumes responsibility for verifying (i) that the Products delivered to it effectively correspond to the Products ordered on the Site and (ii) that they are suitable for the use that it intends making of them. Without prejudice to the provisions of Article 11 herein, the Customer recognises and accepts that the Company expressly disclaims any guarantee that the Products are suitable for a particular use.

4. **Order**

Any order placed on the Site by the Customer is notably conditional on the creation of a personal account. The Company reserves the right to cancel or limit any order from a Customer with whom there exists a dispute, notably relating to the payment of a previous order or in the case of breach of these General Conditions. The information provided by the Customer when placing the order is binding on it: in the case of error or omission in the Products' reference or the delivery address, the Company shall not, under any circumstances, be held liable for late or non-delivery of the Products.

5. Delivery

When the order is ready, the Customer receives an email at the address indicated by it on the Site to inform it of the dispatch of the ordered Products with a unique identification number which will enable the Customer to track the shipment via the Site. The Products ordered on the Site are delivered to the following countries: Switzerland, Lichtenstein, United Kingdom, Germany, France, Belgium, The Netherlands, Austria, Andorra, Spain, Italy, Luxembourg, Ireland, Moldova, Poland, Denmark, Greece, Canary Islands, Estonia, Hungary, Iceland, Latvia, Lithuania, Morocco, Romania, Georgia, Bulgaria, Croatia, Cyprus, Czech Republic, Finland, Malta, Portugal, Slovakia, Slovenia, Sweden. Delivery takes between 2 and 7 working days as of payment of the order via the Site, depending on the country of delivery and on condition that the Products ordered by the Customer are in stock. Additional time may be needed in the case of delivery to more remote regions, which the Customer recognises and expressly accepts. If one or more Products in the order are not available, the order shall only be dispatched to the Customer when all the Products contained in the order are available. The Company and its service providers and/or subcontractors, if any, make every effort to respect the announced delivery dates, but these are approximate. Any delay in delivery may not, under any circumstances, lead to penalties or compensation payable by us.

Delivery charges are eight euros (€8), eight Swiss francs (CHF8) and seven pounds (7GBP). Delivery charges are free for orders over one hundred euros (€100), one hundred Swiss francs (CHF100) and eighty pounds (80GBP) for delivery within continental Europe, Switzerland and the United Kingdom/Ireland. Excludes Pro Store, and orders containing oversized items like wheeled luggage, surf, kiteboard, bike, ski, and snowboard travel bags.

The following oversize items will incur additional shipping charges and are not eligible for free shipping promotions:

- €8/£7 Extra - Wheeled Luggage
- €8/£7 Extra – Snowboard / Ski Bags
- €8/£7 Extra - Surfboard / Windsurf / Kiteboard Bags
- €8/£7 Extra - Bike Travel Bags and Pick Up Pads

6. Return of merchandises – Withdrawal Right

In compliance with the regulations applicable to the withdrawal right, the Customer is informed that he has a time limit of one fortnight (2 weeks) as of delivery of the Products to exercise its withdraw right in respect to the Company and to return the ordered Products without being required to give reasons or to pay a penalty. The withdrawal right may be exercised (i) online, using the withdrawal form provided on the Customer's personal account, which the Customer is asked to fill in and transmit via the Site, in which case a hard copy of an acknowledgement of receipt will be immediately sent to the Customer by the Company, or (ii) by sending any other unambiguous declaration, expressing the wish to withdraw, notably by post or email to the addresses indicated in Article 17.

No return will be accepted without a withdrawal request having previously been sent to the Company as specified above.

In the case of an exchange or refund accepted by the Company, the Customer undertakes to return the non-used, undamaged Products in their original packaging, together with any accessories, user instructions and documentations, to the address communicated when the Company confirmed receipt of the withdrawal form.

The costs of returns are payable by the Customers

The return of Products is payable by the Customer who alone bears full responsibility for this. The Company asks the Customer to carefully pack the returned Products and to use a parcel carriage service with tracking. The amount paid (less carriage costs) will be refunded via the means of payment used for the purchase. When the Company has acknowledged receipt of the Products, their condition is inspected by the Company teams within 72h of their receipt. The refund will then be automatically made in 7 days by the payment means used for the order. In any event, the Customer will be refunded at the latest within 14 days of the date of receipt of the products. The Customer is informed that visible defects must be immediately notified in writing to the Company. If no complaint is received within one fortnight of receipt of the Products, the Customer no longer has the right to return the Products for exchange or refund. The Customer is requested to contact the Company using our contact form in the case of any questions.

7. Price

The prices are expressed in euros, pounds and swiss francs. The price indicated on the Product sheets does not include handling and delivery costs. The price indicated in the order confirmation is the definitive price, including all tax. This price includes the price of the Products, and the Products' handling, packaging and storage costs. Delivery costs and any taxes are added when the order is confirmed. The Company reserves the right to adapt the prices during the year taking into account changes in exchange rates and purchase conditions, and to allow the Customer to benefit from the best conditions at the time.

8. Payment

The total price invoiced to the customer is the order amount plus carriage costs. Payment is required on confirmation of the order by the Customer via the Site. Payment may be made online, by credit card (Visa or Mastercard), Postcard, Paypal or Twint. The amounts are debited when the order is validated. Payment security is ensured by the use of the SSL (Secure Sockets Layer) data encryption protocol.

9. Discount codes and gift vouchers

The order may be made by valid gift voucher. The value of the goods must be at least equal to the amount of the discount code or gift voucher. For administrative reasons, the refund of any remaining amount is not possible. The deduction of the amount of a discount code or a gift voucher a posteriori is not possible. The value of a discount code or a gift voucher may not be paid in cash. It is not possible to combine several discount codes or gift vouchers for an order. A discount code may not apply to an article already benefiting from a discount/reduction. Discount codes or special prices may not be requested during ongoing campaigns. A gift voucher is valid until its expiry date and may not be refunded if not used.

10. Disputes

The Customer is informed that it may, in any event, have recourse to contractual mediation, notably through any dedicated body or commission, or through existing sector-based mediation bodies, or by any alternative means for dispute settlement (for instance, conciliation) in the case of disagreement. These General Conditions and the operations that stem from them between the Parties are governed by and subject to Swiss law. Any disputes arising from these General

Conditions, concerning their validity, interpretation, performance, resolution, consequences and follow-up, and which could not be resolved on an amicable basis between the Parties, shall be referred before the competent courts in the conditions of ordinary law.

11. Guarantee

The Company undertakes to do its utmost to select top quality Products. All the Products are under guarantee according to the manufacturers' clauses. Technical data, such as resistance, breaking load, dimensions, etc., are only given for information and are not binding on the Company or manufacturers.

Subject to all compelling applicable regulations, the Company expressly disclaims any express, tacit or regulatory guarantee concerning any aspect of the Site, and Products, notably but not limited to, any guarantee of goods quality or suitability for a particular use. The Customer recognises that the use of the Site and the placing of orders depend, notably, on the Internet network whose malfunctioning may lead to discontinuity in the use of the Site, regardless of the wishes of the Company. The Company disclaims all liability in the case of occurrence of such discontinuities. The Company also disclaims all liability (i) in the case of failure or malfunctioning of the Site due to incorrect manipulation or use by the Customer, (ii) in the case of failure caused by the intervention of the Customer or a third party on the latter's personal account or on the Site, (iii) in the case of malfunctioning of the Internet network, (iv) in the case of incorrect saving of the Customer's data, (v) in the case of non-respect of the Customer's obligations. The Company does not guarantee that the Site functions without interruption, in a secure, accurate, punctual manner, without any virus or error.

The Customer recognises and agrees that (i) viruses, worms, Trojan horses or other undesirable data or software, or (ii) unauthorised users (e.g. hackers) may attempt to access and damage the Customer's data, computers or networks. The Company shall not, under any circumstances, be held liable for these activities.

12. Liability

In all cases the Company shall not be held liable for non-respect of the provisions of laws and regulations applicable in the country of receipt of the product, damage of all types, whether material or immaterial damage or bodily injury, which could result from incorrect functioning or incorrect use of the marketed Products. The same applies for any modifications to the Products made by the manufacturers. The liability of the Company is systematically limited to the value of the Product in question, the value on its date of sale without possibility of recourse against the brand or the company producing or distributing the Product. The Company shall never be held liable for a lost or stolen parcel. Without prejudice to compelling applicable provisions, it is accepted that the Company may not, under any circumstances, incur liability for any special, indirect or consequential damage, including, without this list being exhaustive, loss of opportunity to conclude a contract or carry out an activity, loss of profit or customers, loss of data, and/or loss of image suffered by the Customer stemming from this document. Unless bodily injury, intentional or serious misconduct, total compensation due by the Company to the Customer for all prejudice suffered through the performance of its obligations shall not exceed the total amount paid by the Customer for its order. The liability of the Company shall not be incurred for simple errors or omissions which could have remained despite all precautions taken in the presentation of the Products. Complaints or disagreements shall always be treated with attentive and considerate attention.

13. Duration

These General Conditions take effect as of their express or tacit acceptance, until the latest of the following dates (i) the end of the sales contract concluded between the Parties, (ii) the ceasing of the use of the Site by the Customer.

14. Intellectual property rights and other rights

The Company remains the sole and unique holder of all the intellectual property rights concerning, notably, the Site, including all industrial property rights (trademark, patent, drawings and models etc.), copyrights, domain name, software rights, rights of producers of databases, invention, idea, improvement, manufacturing know-how, technology, manufacturing secret and all other intellectual property rights (“**Intellectual Property Rights**”).

Thus, the Customer does not benefit from and may not claim any prerogative in matters of intellectual property rights under this document. No ownership right of any type whatsoever, notably relating to the Site, is transferred to the Customer in the framework of this contract. The reproduction (full or partial), transmission (electronic or by other means), modification, placing online and use of the Site for publication or commercial purposes are prohibited without the prior written agreement of the Company.

The Company reserves all its right to take action against the Customer or any third party in the case of infringement of the Intellectual Property Rights of which it is the owner.

15. Personal Data

The elements relating to the processing of personal data hereunder are described and governed by the provisions of the confidentiality policy that the Customer is asked to consult.

16. Stocks and Availability of the Products

Despite all the care given to maintenance of the Site, the dissemination of erroneous data cannot be totally excluded. The Customer is informed that certain Products may only exist in a limited quantity, may only be proposed in certain regions or only in specific sales outlets. Finally, high demand is likely to lead to rapid depletion of stocks. Thus, the Company shall not be liable in the case of out-of-stock situations. Likewise, model modifications are reserved. All prices indicated are net in euros including VAT. The limited-time offers are only valid for the indicated period.

17. Notifications - Complaints

All correspondence for the attention of the Company (including in the case of complaints) must be transmitted by email to the following email address: info@dakine-europe.com, and/or by registered letter with request for acknowledgement of receipt to the following postal address:

Dakine Europe
C/o Bucher + Walt SA
Route de Soleure 8
CH-2072 St-Blaise (Switzerland).