

TERMS OF SALE

Date of Last Revision: 26 August 2024

Columbia Sportswear Company, 14375 N.W. Science Park Drive, Portland, OR 97229, USA ("**Columbia**") has engaged its business partner Columbia Sportswear Company Limited, 12B Moss End Business Village, Crooklands, Milnthorpe, Cumbria, LA7 7NU, United Kingdom, registered 3854251 with VAT number GB745215835 ("**Columbia Online Shop**") to conduct the sales from the Web site of Columbia, located at www.columbiasportswear.co.uk (the "**Site**") in its own name as a business partner of Columbia. If you purchase Columbia products via the Site, your contract of sale will be with Columbia Online Shop. The following terms and conditions of sale ("**Sale Terms**") apply to your purchases of any Columbia products from Columbia Online Shop from its website located at www.columbiasportswear.co.uk (the "**Site**").

In these Terms of Sales "**You**", "**User**", "**Your**" or the "**Customer(s)**" means any natural person who places an order via Columbia Online Shop for goods which are offered for sale on the Site (hereinafter the "**Order(s)**"), on a strictly personal basis and not for commercial, charitable or trade purposes of resale or transfer whether free of charge or in return for consideration.

By placing an order for products through this Web site or any other web site of Columbia Online Shop (the "**Sites**"), you agree to be bound by and accept the Sale Terms in effect at the time of such order.

Other than as specifically provided in any separate written agreement between you and Columbia Online Shop, these Sale Terms may NOT be altered, supplemented, or amended by the use of any other document(s), and all sales are expressly conditioned upon your agreement to these Sale Terms.

1. Placing an Order

In order to make a purchase from Columbia Online Shop, you may either check out as a guest or create an account as part of the checkout process. If you create an account, you will be required to select a password and will be responsible for maintaining the confidentiality of your password and for restricting access to your password, and you agree to accept responsibility for all activities that occur under your account. All orders must be made using the checkout process on the Site. You will be provided with an opportunity to review your order; check the total price of your order and the information you have provided and correct any input errors before confirming your purchase and pay. Once you have submitted an order using the Site, Columbia Online Shop will send an email to the email address you provided acknowledging receipt of the order and setting out details of the ordered product(s), the Sales Terms and any other applicable information. This email constitutes an acceptance of your order and a confirmation that Columbia Online Shop has received it. Please, be aware of the fact that the availability of products displayed at the time you consult the product page may change if other users place orders for that product at the same time, but you would be informed before ordering in case the product has become out of stock.

The language of the contract will be English. You are encouraged to download, save or print a copy of your order confirmation and these Sale Terms for your records.

2. Payment Terms

Columbia Online Shop currently accepts VISA, AMEX and MasterCard credit cards, ApplePay (VISA and MasterCard) and Paypal.

The value of your purchase(s) will be debited from the applicable card once Columbia Online Shop is ready to ship the ordered product. In the case of PayPal, the value will be debited when you place your order. For Apple Pay transactions, the time of the charge depends on the card on file and its bank. In the event that the sum due from you for your order cannot be debited for any reason, Columbia Online Shop reserves the right to cancel your order. You own a product once you have made full payment for it.

3. Shipping Terms and Policies

Standard shipping is typically via UPS and you should allow 1-5 business days for standard delivery once an order has been shipped. Columbia Online Shop reserves the right to substitute another carrier of equal or lesser cost to deliver your order. If expedited shipping is required, please select that as your shipping choice. All shipping charges are the responsibility of the customer. Shipping charges will be included on your order confirmation and can be viewed on a summary screen prior to finalizing your order. Shipping charges are based on the delivery location and method you select during the checkout process, and you can view the current [shipping fee chart here](#). The shipping charge shown during the checkout process is subject to verification.

4. Rights of cancellation and returns

4.1 Columbia's Return Policy

In addition to the statutory right to cancel the purchase contract as set out in Clause 4.2 below, you have the voluntary right to return any order and receive a full refund at any time until 30 working days after receipt of your product(s), at Columbia Online Shop's cost. In order to return your purchase, please call 0033 1 70 36 10 07 or follow the return instructions included in the delivery documents. This additional voluntary right to return does not restrict your statutory right of cancellation in any way.

If you want to return the purchase of any product on the basis of Columbia's return policy, you must send it back to Columbia Online Shop in its unworn, original condition within 30 days of receipt of the product. You will not be charged for this return. Columbia Online Shop reserves the right to reduce the amount refunded for any products that are returned in a used or damaged condition. Please note that we do not accept returns on products that were not purchased from the Website, products which were made to your specification, nor opened products with hygiene requirements.

4.2 Statutory Right to Cancel

As a consumer, you have the statutory right to cancel the purchase contract which you can exercise in accordance with this Clause 4.2.

Under the Consumer Contracts (Information, Cancellation and Charges) Regulations 2013, you can change your mind and cancel your purchase contract within fourteen (14) days of

your receipt of products by following the process set out below. This right does not apply to any bespoke products (i.e., products that we create to your specification, or which are clearly personalised) or any products which are not suitable for return due to health protection or hygiene reasons.

Your cancellation period (referred to as the “**Cancellation Period**”) will expire either:

- (i) fourteen days from the day on which you acquire, or a third party (other than the carrier) indicated by you acquires, physical possession of the product; or
- (ii) if you order multiple products in one order or a product is delivered in separate parts, lots or pieces, the cancellation period will expire fourteen days from the day on which you acquire, or a third party (other than the carrier) indicated by you acquires, physical possession of the last product, part, lot or piece that makes up your order.

You must inform us of your decision during the Cancellation Period. You can do this either by following [this link](#), or by emailing us at Europe-Consumers@columbia.com or calling us on 08004640876. You can also complete and email or post the sample cancellation form included below for this purpose, but this is not mandatory.

Sample cancellation form

(If you wish to cancel the contract, please fill in and return this form).

To: Columbia Sportswear Company Limited, 12B Moss End Business Village, Crooklands, Milnthorpe, Cumbria, LA7 7NU, United Kingdom, e-mail: Europe-Consumers@columbia.com, phone number: 08004640876 Columbia.

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of consumer(s) (only in case of paper communication)
- Date

(*) Delete where inapplicable

You must return any products that you have already received under your order (if any). In order to return your purchase, please call 08004640876 or follow the return instructions included in the delivery documents. You will not be charged for this return. Products must be received by Columbia Online Shop in good, unworn, condition. Columbia Online Shop reserves the right to reduce the amount refunded for any products that are returned in a used or damaged condition.

After we receive the products back from you (or you provide proof that these have been returned, if earlier) we will refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and

at the latest within fourteen (14) days of the day on which we received your confirmation that the goods have been dispatched, or upon receipt (whatever is earlier) to cancel. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

Please note that we do not accept returns on products that were not purchased from the Website or any bespoke products or any products which are not suitable for return due to health protection or hygiene reasons.

For more information on returns, call 08004640876.

5. Product Availability and Pricing

All prices are in Pounds Sterling for products to be delivered in the United Kingdom (exclusive of Northern Ireland) and inclusive of VAT.

Columbia Online Shop and its suppliers continually upgrade and revise their product offerings to provide you with new products. Columbia Online Shop may revise or discontinue products at any time without prior notice to customers, and products may become unavailable to customers even after an order is placed. All prices are subject to change without notice (although, of course, any such price change will not apply to any Products you have ordered prior to the change in price).

6. Product Descriptions; Pricing; Errors

Columbia and Columbia Online Shop attempt to be as accurate as possible and eliminate errors on this Site. All weights and size dimensions are approximate. If a product offered by Columbia Online Shop is not as agreed in the sales contract, your statutory rights remain unaffected. This includes returning the product in unused condition against a full refund, or electing to have it repaired or replaced. In the event of an obvious pricing error, we reserve the right to cancel the order. We will let you know as soon as possible after becoming aware of it and, if we have not cancelled, you could either cancel or confirm the affected order.

7. Privacy Policy

Columbia believes strongly in protecting user privacy. Please refer to our [Privacy Policy](#) for information on how Columbia collects and uses personal information from users of the Sites.

8. Who We Sell To

Columbia Online Shop only sells products to end consumers and to adults. If you are under 18, you may use the Site only with the involvement of a parent or guardian. Products can be ordered on www.columbiasportswear.co.uk from all over the globe. Columbia Online Shop reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders within the limits of the applicable laws and these Sale Terms.

9. Warranties

In Europe (including the UK), in addition to your statutory warranty rights as a consumer, Columbia branded products including footwear are warranted for 2 years. For more information about our warranties and how to handle claims, please access [this page](#).

10. Limitation of Liability

10.1 Nothing in these Sale Terms excludes or limits our liability for:

- (a) death or personal injury caused by our negligence.
- (b) fraud or fraudulent misrepresentation; and
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

10.2 If we fail to comply with these Sale Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Sale Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time the purchase contract became binding upon you and us.

10.3 Nothing in these Sale Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

10.4 We only supply the Site and our products for domestic and private use. You agree not to use the Site, or any content on the Site, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.5 The Site may from time to time contain links to third party websites. You are responsible for deciding whether to access a third-party website and your use of third party websites will be governed by the terms and policies of that third party website. We assume no responsibility for the content of websites linked to from the Site (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

10.6 Our total liability to you for any loss or damage arising out of or in connection with these Sale Terms, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to the lower of (i) the price you have paid for the order to which your claim relates; and (ii) £100.

11. Governing Law; Jurisdiction

(a) These Sale Terms are governed by English law. This means that any purchase you make from Columbia Online Shop through this Site and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.

(b) You may bring any dispute which may arise under these Sale Terms to, at your discretion, either the competent court of England, or to the competent court of your country of habitual

residence if this country of habitual residence is within the UK or is an EU Member State, which courts are (with the exclusion of any other court) competent to settle any such dispute. We shall bring any dispute which may arise under Sale Terms to the competent court of your country of habitual residence if this is within the UK or is an EU Member State or otherwise the competent court of England.

(c) If you are a consumer and are resident in the UK or the European Union and we direct the Site to (and/or pursue our commercial or professional activities in relation to the Site in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Sale Terms, affects your rights as a consumer to rely on such mandatory provisions of local law.

12. Severability

If any provision of these Sale Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Sale Terms and shall not affect the validity and enforceability of any remaining provisions.

13. Questions and Complaints

Any questions or complaints about these Sale Terms or any product purchased using the Site may be directed to Columbia by e-mail Europe-Consumers@columbia.com, on [this page](#), by writing to us to Columbia Sportswear Company Limited, 12B Moss End Business Village, Crooklands, Milnthorpe, Cumbria, LA7 7NU, United Kingdom or by calling 08004640876.