

## TERMS OF SALE

**Date of Last Revision: 5 December 2022**

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](http://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](http://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 conditions. This email does not constitute an acceptance of your order – only a confirmation that Columbia Online Shop has received it. After receiving your order, Columbia Online Shop will check that the relevant product(s) is in stock. You are 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 in the meantime. In the event that the products ordered are not available, you will be promptly informed, and your credit card will not be charged; if the amount has already been charged by other means of payment, Columbia Online Shop will

refund it immediately. The contract between you and Columbia Online Shop will only be concluded when Columbia Online Shop emails you to confirm that the product(s) have been dispatched. The language of the contract will be English. Columbia Online Shop will not file a copy of this contract, so 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 and MasterCard credit cards 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 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 You can change your mind and cancel your purchase contract provided that within thirty (30) days of your receipt of products you follow the process set out below:

(a) You must inform us of your decision. You can do this either by following this link [insert], emailing us at [Support@helpcenter-columbia-eu.zendesk.com](mailto:Support@helpcenter-columbia-eu.zendesk.com) or calling us on 08004640876 Columbia. 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: [Support@helpcenter-columbia-eu.zendesk.com](mailto:Support@helpcenter-columbia-eu.zendesk.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

(b) You must return any products that you have already received under your order (if any). In order to return your purchase, please call 08004640876 Columbia 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, original condition within thirty (30) days of your receipt of them. Columbia Online Shop reserves the right to reduce the amount refunded for any products that are returned in a used or damaged condition.

4.2 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 notification in accordance with clause 4.1(a) above. 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.

4.3 Please note that we do not accept returns on products that were not purchased from the Website.

4.4 For more information on returns, call 08004640876 Columbia.

## **5. Product Availability and Pricing**

All prices are in Pounds Sterling for Goods 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 elect to have it repaired or replaced. In the event of a pricing error, we will let you know as soon as possible after becoming aware of it, so that 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](http://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), 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 that you accessed the Website.

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 Website for domestic and private use. You agree not to use the Website, or any content on the Website, 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 Website 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 Website (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**

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.

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 of such a 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.

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, including clause 19.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution. If you are resident in the UK then you cannot use this platform.

### **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 [Support@helpcenter-columbia-eu.zendesk.com](mailto:Support@helpcenter-columbia-eu.zendesk.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.