

ROSSIGNOL E-COMMERCE GENERAL TERMS AND CONDITIONS (UK)

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products available on our website for purchase by customers in the United Kingdom as identified in www.rossignol.com/uk (the “**Product(s)**”), which can be accessed at www.rossignol.com, (“**our Website**”), to you. These terms only apply to Products delivered to non-business customers with addresses in the UK. For Products delivered to non-business customers with addresses outside the UK, please refer to the terms corresponding to your country.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, how you and we may end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are SKIS ROSSIGNOL, a company (Société par Actions Simplifiée) incorporated in France and registered at the Trade and Society Register of Grenoble. Our company registration number is 056 502 958 and our head office is at 98 rue Louis Barran, 38430 St Jean de Moirans, FRANCE. Our registered VAT number is FR28056502958.

2.2 **How to contact us.** You can contact us by telephoning us on **+44 13 16 19 28 12** or by writing to us at customerservice.en@rossignol.com or Customer Service, 98 rue Louis Barran, 38430 St Jean de Moirans, FRANCE.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How to place an order.** You can place an order for Products with us by following the process outlined on our Website. By placing an order with us you acknowledge that you shall be under an obligation to pay for the Products in that order if we accept your order.

3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified.

3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

4.1 **Products may vary slightly from their pictures.** The images of the Products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product(s) may vary slightly from those images.

4.2 **Our right to make changes to the Products.** As explained in the description of the Product(s) on our Website, we may make changes to the Product(s), including providing a substitute range of colours of a particular Product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Product(s) paid for but not received.

5. PROVIDING THE PRODUCTS

5.1 **Delivery costs.** The costs of delivery will be as displayed to you on the delivery page www.rossignol.com/uk/rossignol-shipping-returns of our Website.

5.2 **When we will provide the Product(s).** During the order process we will let you know when we will provide the Product(s) to you. We will contact you with an estimated delivery date (depending on the delivery method you have chosen) which will be within 30 days of the day on which we accept your order.

5.3 **We are not responsible for delays outside our control.** If our supply of the Product(s) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Product(s) you have paid for but not received.

5.4 **If you are not at home when the Product(s) are delivered.** If no one is available at your address to take delivery and the Product(s) cannot be posted through your letterbox, we will follow any delivery instructions that you have provided at the time of placing your order (for example, leaving the Product(s) with a neighbour) or otherwise leave you a note informing you of how to rearrange delivery.

5.5 **If you do not re-arrange delivery.** If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.

5.6 **When you become responsible for the goods.** A Product will be your responsibility from the time that you (or a person nominated by you) take physical possession of the Product.

5.7 **When you own goods.** You own a Product once we have received payment in full (including delivery charges).

6. YOUR RIGHTS TO END THE CONTRACT

6.1 **How you can end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) **If what you have bought is faulty or mis-described you may have a legal right to end the contract** (or to get some or all of your money back), see clause 9;

(b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 6.2;

(c) **If you have just changed your mind about the Product**, see clause 6.3. You may be able to get a refund if you are within the cooling-off period described in clause 6.3, but this may be subject to deductions and you will have to pay the costs of return of any goods (please see the information on our Website at www.rossignol.uk/rossignol-shipping-returns)

6.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Products which have not been provided.

The reasons are:

(a) we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

(b) there is a risk that supply of the Products may be significantly delayed because of events outside our control; or

(c) you have a legal right to end the contract because of something we have done wrong.

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most Products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

6.5 How long do I have to change my mind? You have 14 days after the day you receive the Product(s) to change your mind and end the contract regardless of whether we deliver the Product(s) to you. If you order multiple Products and delivery of those Products is split up over different days, you have until 14 days after the day you receive the last delivery to change your mind and end the contract.

6.6 If we are not at fault and you do not have the right to change your mind. In all other circumstances than those set out in clause 6.1 above (i.e. if we are not at fault and the cooling-off period described in clause 6.3 (1) has expired or (2) does not apply under clause 6.4), you do not have the right to end the contract and we will not refund any sums paid by you for Products.

7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

7.1 Tell us you want to end the contract. To end the contract with us, please do one of the following:

(a) **Online.** Contact our Customer Services team via the following link www.rossignol.com/uk/contacts . Our Customer Services team will then give you a returns number which will be confirmed to you by email.

(b) **By post.** Complete the model cancellation form below and post it to our Customer Services team at the address on the form. Alternatively, you can write to us at the address set out in the model cancellation form below clearly stating that you would like to cancel the contract.

MODEL CANCELLATION FORM

To: SKIS ROSSIGNOL – Customer Service, 98 rue Louis Barran, 38430 St Jean de Moirans, FRANCE.

I [*] hereby give notice that I [*] cancel my [*] contract of sale of the following

Product(s) [*]:

Ordered on [*/received on [*]:

Name of customer(s):

Address of customer(s):

Signature of customer(s) (only if this form is notified on paper):

Date:

[*] *Delete as appropriate*

7.2 Returning Products after ending the contract. If you end the contract for any reason after the Product(s) have been dispatched to you or you have received them, you must return them to us. You must post them back to us at SKIS ROSSIGNOL, Logistic Platform, ZAC Grenoble Air, 38950 St Etienne de Saint Geoirs, FRANCE. You must take good care of the Product(s) while they are in your possession and return them to us in their original packaging (including any accessories and guides) and in the condition that they were provided to you so that they can be resold. If you are exercising your right to change your mind, we must receive the Product(s) within 30 days of you telling us that you wish to end the contract.

7.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the Products are faulty or mis-described; or
- (b) if you are ending the contract because we have told you of an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you will have to pay the costs of return (please see the information on our Website).

7.4 When we may refuse to refund Products. We reserve the right to refuse the return of any Product:

- (a) if you do not comply with the procedure set out in clause 7.2 '*Returning Products after ending the contract*' above;
- (b) if, in our reasonable opinion, the Product has been damaged or unreasonably handled by you;
- (c) if the Product is not in its original packaging (including any accessories and guides) and in the condition that it was provided to you; or
- (d) if you do not provide us with enough information about you or your order, and as a result our Customer Services team is unable to identify you or your order.

7.5 How we will refund you. We will refund you the price you paid for the Product(s) including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

7.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding initial delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop (including using the Products any more than simply trying them on). If we refund

you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for initial delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

7.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) Your refund will be made within 14 days from the day on which we receive the Product(s) back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product(s) back to us. For information about how to return a Product to us, see clause 7.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may end the contract if you break it. We may end the contract for a Product at any time by writing to you if you do not, within a reasonable time, allow us to deliver the Product(s) to you or collect them from us.

8.2 You must compensate us if you break the contract. If we end the contract in the situation set out in clause 8.1 we will refund any money you have paid in advance for Product(s) we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 How to tell us about problems. If you have any questions or complaints about the Product(s), please contact us. You can telephone our Customer Service team at on **+44 13 16 19 28 12** or write to us at www.rossignol.com/uk/product-quality-claim or customerservice.en@rossignol.com, or Customer Service, 98 rue Louis Barran, 38430 St Jean de Moirans, FRANCE.

9.2 Summary of your legal rights. We are under a legal duty to supply Products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to any Product(s). Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)* at clause 6.3.

9.3 Your obligation to return rejected Products. If you wish to exercise your legal rights to reject Products as set out above in clause 9.2, you must post those Products back to us. We will pay the costs of postage. Please contact our Customer Service team at customerservice.en@rossignol.com or Customer Service, 98 rue Louis Barran, 38430 St Jean de Moirans, FRANCE in the first instance.

10. PRICE AND PAYMENT

10.1 Where to find the price for the Product. The price of the Product (which includes VAT) will be the price indicated in pounds sterling on the 'Order Summary' page of our Website when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the Product you order.

10.2 We will pass on changes in the rate of UK VAT. If the rate of VAT in the UK changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

10.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

10.4 When you must pay and how you must pay. We accept payment via PayPal or credit or debit card (Visa, MasterCard and American Express). You must pay for the Product(s) before we dispatch them. We will not charge your credit or debit card until we dispatch the Products to you. By submitting an order to us through our Website, you are confirming that the payment details provided as part of your order are valid and correct.

10.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products including the right to receive Products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective Products under the Consumer Protection Act 1987.

11.3 We are not liable for business losses. We only supply the Products for domestic and private use. If you use the Products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the Products to you;
- (b) to process your payment for the Products; and
- (c) if you agreed to this during the order process, to give you information about similar Products that we provide, but you may stop receiving this at any time by contacting us.

For further information on how we use your personal information, please see our Privacy Policy at www.rossignol.com/uk/privacy-policy

13. YOUR USER ACCOUNT

13.1 We will ask you to create a user account. When you order any Product(s) on our Website, you must create a user account with us and you will be asked to choose your own login details.

13.2 You must protect your user account details. You must treat your user account login details as confidential and you must not disclose them to any third party. We shall not be liable for any loss or damage which may arise as a result of a failure by you to protect your login details. If you know or suspect that anyone other than you knows your login details, you must promptly notify us at customerservice.en@rossignol.com

13.3 We have the right to disable your user account at any time. We may disable your user account if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

14. YOUR ROSSIGNOL DISCOUNT POT

14.1 Your Rossignol Discount Pot. When you first create a user account, you will be given automatic access to a personal discount pot, which we refer to as “**your Rossignol Discount Pot**”.

14.2 How you can redeem the balance of your Rossignol Discount Pot. You may apply the balance of your Rossignol Discount Pot to your order for Products made on our Website. You cannot use your Rossignol Discount Pot in any other ways (and in particular, you cannot apply the balance of your Rossignol Discount Pot to any purchases made in any of our stores or any of our partners' stores). If the value of your order exceeds the balance of your Rossignol Discount Pot, you must pay the difference with another payment method described in clause **Erreur ! Source du renvoi introuvable..** If the value of your order is less the balance of your Rossignol Discount Pot, the remaining balance will stay in your Rossignol Discount Pot and may be applied to future purchases.

14.3 How we will refund Products purchased using your Rossignol Discount Pot balance. When we refund any Product(s) that you have purchased using all or part of your Rossignol Discount Pot, we will re-credit your Rossignol Discount Pot with the amount that was applied to your purchase and, if necessary, reimburse the difference by the method of payment you used, as described in clause **Erreur ! Source du renvoi introuvable..**

14.4 When and how we will credit your Rossignol Discount Pot. For each order you place on our Website, we will credit your Rossignol Discount Pot with an amount equivalent to 3% of the value of that order (including VAT) in pounds sterling. We will apply this credit following the cooling-off period described in clause 6.3. We will only credit your Rossignol Discount Pot if your order is made on our Website. We will not credit your Rossignol Discount Pot if your order is made in any of our stores or any of our partners' stores.

14.5 When you can use the credit we apply to your Rossignol Discount Pot. You can use the credit that we apply to your Rossignol Discount Pot relating to each order for up to 12 months from the date of that order. If you do not use the credit within this time, the credit will expire and will be deducted from your Rossignol Discount Pot. For example, if you place an order on our Website for £100.00 on 1 January, we will credit your Rossignol Discount Pot with £3.00 (following the cooling off period described in clause 6.3) and you will have until 31 December in the same year to apply that

£3.00 to any online order, regardless of any other credit we may apply to your Rossignol Discount Pot within that time.

14.6 No transfers or cash equivalent. You cannot resell, transfer for value or redeem the balance of your Rossignol Discount Pot for cash and you cannot transfer the balance of your Rossignol Discount Pot to another Rossignol Discount Pot.

15. SALES PROMOTIONS

We may from time to time run other sales promotions or offer other incentives for particular Products. The terms of any such promotion (including the qualifying criteria and length of time that the promotion runs for) will be set out on our Website. If you place an order for Products in relation to any promotion, both the promotion-specific terms on our Website and these terms will apply. To the extent of any inconsistency, the promotion-specific terms on our Website shall prevail.

16. INTELLECTUAL PROPERTY

16.1 We are the owner or the licensee of all intellectual property rights in our Website. This includes the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

16.2 We grant you permission to access our Website for personal use only. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use. However, you must not:

- (a) use any of the content on our site for commercial purposes;
- (b) reproduce our name, logo, trade marks or any other content available on our Website; or
- (c) modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.]

16.3 What happens if you breach this clause? If you print off, copy or download any part of our Website in breach of this clause without our prior written approval, you will no longer have permission to use our Website and you must, at our option, return or destroy any copies of the materials you have made.]

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under these terms to another organisation. We will do our best to notify you in writing if this happens, but this will not affect your rights or our obligations under the contract. We will use reasonable endeavours to tell you in writing if this happens.

17.2 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.3 We may modify or update these terms from time to time to comply with law or to meet our changing business requirements without notice to you. Any order of Products by you will be governed by the terms available on our Website at the time you place the order.

17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to

do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Product(s), we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Product(s) in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Product(s) in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Product(s) in either the Northern Irish or the English courts.

17.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint or if we are not able to resolve a dispute informally, please note that the European Commission operates an online dispute resolution platform for EU consumers to submit disputes arising from online purchases, which can be accessed at <http://ec.europa.eu/odr>. You will also always have the option of resolving the dispute using court action.