

## 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 Netherlands B.V., Kingsfordweg 151, 1043 GR Amsterdam, The Netherlands, registered 32111991 with VAT number NL 815580010B01 ("Columbia Online Shop") to conduct the sales from the Web site of Columbia, located at [www.columbiasportswear.nl](http://www.columbiasportswear.nl) (the "Site") in its own name as a business partner of Columbia. If you purchase Columbia products via the Site, your contractual relationship 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 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 Columbia offers 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 constitutes the 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 or DPD 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](#).

### **4. Statutory Right to Withdraw and Columbia's Return Policy**

#### **4.1 Columbia's Return Policy**

In addition to the statutory right to withdraw from 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 020-7960988 or follow the return instructions included in the delivery documents. This additional voluntary right to return does not restrict your statutory right of withdrawal 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. Columbia Online Shop reserves the right to (partially) refuse refunds for returns made based on the voluntary right to return in relation to 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, 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; this does not prejudice any of your statutory rights.

For more information on Columbia's Return Policy, call 020-7960988.

#### **4.2 Statutory Right to Withdraw**

As a consumer, you have the statutory right to withdraw from (cancel) the purchase contract. You can exercise the right of withdrawal in the manner indicated in this Clause 4.2 below.

### **CANCELLATION POLICY**

#### **INFORMATION ABOUT YOUR RIGHT TO CANCEL**

You have the right to cancel this contract within fourteen days without giving any reason.

The cancel period is fourteen days from the day of the receipt of the products. If the products are delivered in multiple shipments, the right to cancel is calculated from receipt of the final shipment.

In order to exercise the cancelling right, you have to inform us, Columbia at Columbia Sportswear Netherlands B.V., Kingsfordweg 151, 1043 GR Amsterdam, The Netherlands, e-mail: [Europe-Consumers@columbia.com](mailto:Europe-Consumers@columbia.com), phone number: 020-7960988 by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. You may use the enclosed model form for this purpose, which is, however, not mandatory. To comply with the cancelling period, it is sufficient for you to send the notification before the expiry of the cancelling period.

#### CONSEQUENCES OF CANCELLING

If you cancel this contract, we must 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 days of the day on which we received notification of your cancellation of this contract. 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.

When exercising the right to cancel, please return received products to us within 14 days after sending us your notification of cancellation of the contract. We will bear the costs for returning the goods. Reimbursement will be processed without undue delay, and in any event not later than fourteen (14) days after the day on which we are informed about your decision to cancel the contract. We may, however, withhold reimbursement until we have received the goods back, or once you have provided evidence to us that the goods have sent back, whichever occurs first.

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.

#### End OF INFORMATION ABOUT YOUR RIGHT TO CANCEL

Sample cancellation form

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

To: Columbia Sportswear Netherlands B.V., Kingsfordweg 151, 1043 GR Amsterdam, The Netherlands, email: [Europe-Consumers@columbia.com](mailto:Europe-Consumers@columbia.com), phone number: 020-7960988.

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

#### 5. Product Availability and Pricing

All prices are in Euro for Goods to be delivered in the Netherlands 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.

## **6. Product Descriptions; Pricing; Errors**

Columbia and Columbia Online Shop attempt to be as accurate as possible and eliminate any errors on this Site. All weights and size dimensions are approximate. If a product offered by Columbia Online Shop is not conforming to the contract of sale, including if a product is not as described or pictured, you have statutory warranty rights, including the right to return it in unused condition and elect to have it repaired or replaced, or to receive a full refund or to terminate the purchase contract.

## **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.nl](http://www.columbiasportswear.nl) from all over the globe. Columbia Online Shop reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders that are placed contrary to this Clause 8 within the limits of the applicable laws and these Sale Terms.

## **9. Warranties**

In Europe, Columbia branded products including footwear are delivered with a warranty of 2 years. For more information about our warranties and how to handle claims, please access [this page](#). Nothing in these terms limit any statutory warranty rights you have pursuant to applicable law as described above under Clause 6.

## **10. Limitation of Liability**

- a) Subject to the terms of Section b), the legal liability of Columbia and Columbia Online Shop for damages arising out of or in connection with these Sale Terms is limited to the maximum extent permitted under applicable law, and Columbia Online Shop is liable for damages according to the applicable statutory provisions.
- b) Without prejudice to the above, Columbia and Columbia Online Shop shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- c) The above limitation of liability does not apply to mandatory legal liability, liability relating to a specific warranty or liability for damage caused by fraud or gross negligence, or any type of bodily injury caused deliberately or by negligence.
- d) To the extent that liability of Columbia and Columbia Online Shop is limited or excluded, so shall any personal liability of the statutory officers, employees and other agents of Columbia and Columbia Online Shop.

## 11. Governing Law; Jurisdiction, Online Dispute Resolution (ODR)

a) These Sale Terms and your purchase of products from Columbia Online Shop through this Site shall be governed by and construed in accordance with the laws of the Netherlands, without resort to its conflict of law provisions and excluding the United Nations Convention on the International Sale of Goods.

b) If you are a consumer and have your habitual residence in a country of the European Union, you can enjoy rights that protect you under the mandatory provisions of the law applicable in your country of residence. You may therefore bring an action to enforce your consumer rights in the Netherlands or in the country of the European Union in which you reside.

c) If you have a dispute with Columbia in relation to a product or service that you have purchased from this website and you are unable to resolve this dispute by [contacting Columbia's helpdesk](#), you have the option of submitting your claim via the EU's Online Dispute Resolution (ODR) platform managed by the European Commission. The platform is available at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

Columbia is not obliged to engage in the online dispute resolution process. Our contact email address is [Europe-Consumers@columbia.com](mailto:Europe-Consumers@columbia.com).

## 12. Severability

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

## 13. Questions and Complaints, Contact

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](mailto:Europe-Consumers@columbia.com), on [this page](#), by writing to us to Columbia Sportswear Netherlands B.V., Kingsfordweg 151, 1043 GR Amsterdam, The Netherlands, or by calling 020-7960988.