

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 International SARL, Avenue des Morgines 12 Geneva Business Center, 1213 Petit-Lancy Switzerland, registered IDE CHE-109.327.376 with VAT number IE3458459MH ("**Columbia Online Shop**") to conduct the sales from the Web site of Columbia, located at www.columbiasportswear.ie (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 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 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.

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.

In the event that the products ordered are not available, you will be promptly informed. In case of non-availability of a product, 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 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, Ideal 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 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 01 536 9567 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 seek damages from you 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.

For more information on Columbia's Return Policy, call 01 536 9567.

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.

In order to exercise the cancelling right, you have to inform us, Columbia at Columbia Sportswear Company Limited Suite 2, Block D , The cubes Beacon South Quarter Dublin 18 , Ireland, Support@helpcenter-columbia-eu.zendesk.com, 01 536 9567 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. They must be received by us no later than 14 days after exercising your right to cancel. We will bear the costs for returning the goods.

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 Company Limited, Suite 2, Block D , The cubes Beacon South Quarter Dublin 18 , Ireland, Support@helpcenter-columbia-eu.zendesk.com, 01 536 9567.

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 Republic of 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.

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.ie 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.

b) Without prejudice to the above the legal liability of Columbia and Columbia Online Shop for damages arising out of or in connection with these Sale Terms is limited, as set forth below:

(i) in respect of damage caused by the slightly negligent breach of a material contractual

obligation (i.e. a contractual obligation the fulfilment of which is essential for the proper performance of the contract, the breach of which compromises the purpose of the contract and on the performance of which you normally rely as a customer of Columbia Online Shop), Columbia and Columbia Online Shop are only liable up to the amount of damages foreseeable at the time of the conclusion of the contract;

(ii) Columbia and Columbia Online Shop shall not be liable for damages caused by the slightly negligent breach of a non-essential contractual obligation.

(iii) 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 Republic of Ireland, 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 Republic of Ireland 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 Support@helpcenter-columbia-eu.zendesk.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

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.