

# SKISTAR GENERAL TERMS AND CONDITIONS FOR THE SKISTARSHOP (VERSION 2022:05)

*SkiStar's General Terms and Conditions apply to both SkiStar and the person buying Goods through skistarshop.com.*

## DEFINITIONS

In these General Terms and Conditions, the following definitions apply:

**Agreement:** The agreement entered into by the Customer and SkiStar when Goods are purchased through skistarshop.com.

**Customer:** Also referred to as "you": you, in the capacity of a buyer, regardless of whether you are a consumer or a trader.

**Customer service:** Tel: 0280-855 74, email: info.shop@skistar.com.

**SkiStar** Also referred to as "we"/"us": SkiStar AB (publ), Reg. no. 556093-6949, 780 91 Sälen, VAT no. SE556093694901 Tel.: 0280-855 74, email: info.shop@skistar.com.

**Good/Goods:** Whatever is available for purchase on skistarshop.com.

**Terms and Conditions:** These general terms and conditions of purchase.

## 1. THE AGREEMENT ETC.

**1.1** The Terms and Conditions apply when the Customer orders and purchases Goods on skistarshop.com with delivery within Sweden from SkiStar and thereby enters into an Agreement with SkiStar. In addition to what is apparent from mandatory legislation, the Terms and Conditions shall exhaustively regulate what applies when the Customer purchases Goods.

**1.2** The Customer must always accept the Terms and Conditions in order to be able to order Goods. Persons under the age of 18 are not entitled to order Goods from skistarshop.com without the approval of a legal guardian.

**1.3** The provision of Goods on skistarshop.com at any given time does not constitute a guarantee that the Goods are always available. We reserve the right to stop selling a Good at any time.

**1.4** The Agreement is considered to be concluded when the Customer's order has been confirmed by SkiStar by email to the email address specified by the Customer when ordering, or by prior registration with SkiStar. By ordering a Good, the Customer is considered to have accepted the Terms and Conditions.

**1.5** The Customer is responsible for ensuring that the information provided is correct and complete.

## 2. PRICES AND FEES

**2.1** The prices of all Goods and any additional fees are stated in Swedish kronor (SEK), which include Value Added Tax (VAT), and are specified in connection with the different Goods on skistarshop.com.

**2.2** There may be special fees for shipping, invoice arrangements, processing of Goods (e.g. mounting of ski bindings) and for Goods ordered, but not collected by the Customer.

## 3. INFORMATION

**3.1** If there is an error in the information specified concerning the availability of a Good (e.g. if a Good is sold out, discontinued or is not available for any reason), SkiStar reserves the right to terminate the Agreement with the Customer either in whole or in part.

**3.2** If the information regarding price, stated at the time the Agreement was entered into, was incorrect, both parties have the right to terminate the Agreement in whole or in part, provided that such a termination occurs within five (5) business days from the time the relevant party became aware of the incorrect information.

**3.3** SkiStar does not guarantee that the images or the product information provided of the different Goods on skistarshop.com or elsewhere are an exact representation of the appearance and/or condition of the Good in question.

**3.4** SkiStar reserves the right to make errors in promotions and offers, such as incorrect prices, errors

in promotion codes, etc., and reserves the right to revoke such promotions and offers at any time.

## 4. DELIVERY

**4.1** When a Good is ordered, the Customer may either collect the Good or order shipping of the Good from SkiStar. The cost of different delivery options is presented to the Customer and accepted in connection with the Customer entering into the Agreement with SkiStar. You can find more information about our different delivery options here.

**4.2** For delivery of smaller packages or for home delivery, the normal delivery time is 1-4 business days from the date of the email confirmation of the Customer's order by SkiStar. If the Good needs to be assembled or in any way changed or processed, the delivery time is 5-10 business days.

**4.3** When a Good is picked up from a SkiStarshop or Concept Store, the Good will normally be available after 3-7 business days from the date of SkiStar's confirmation to the Customer. When the Customer's order is shipped from SkiStar's warehouse to the selected store, an email is sent to the specified email address with instructions for collecting the Good/Goods.

**4.4** The delivery times stated above are subject to vary, and SkiStar makes no guarantee regarding delivery times. Although SkiStar aims to deliver within the communicated time frames, delivery may take longer due to unexpected events. If, in the unlikely event, the delivery time exceeds 30 days, you have the right to cancel your purchase.

**4.5** Goods that have not been collected from external collection sites or from SkiStar's own stores within fourteen (14) days from the first notification to the Customer will be returned to SkiStar. The Customer should therefore not order Goods for pick-up at a store earlier than twenty (20) days before the desired pick-up date.

**4.6** If the Good is returned after the time frame stated above, the Customer will be charged a fee of SEK 299 to cover SkiStar's administration, return shipping and handling costs. Goods that failed to be collected are not covered by the return policy.

### Customer's Rights

**4.7** In the event of delays/non-deliveries, delays will be posted on SkiStar's website. In the event of delays, the Customer should contact Customer Service.

**4.8** The Customer may maintain the purchase and demand that SkiStar complete the purchase. However, SkiStar is not obligated to complete the purchase if there is an obstacle that SkiStar is unable to overcome or if the completion of the purchase would result in damages that are unreasonable considering the Customer's interest in SkiStar's completion of the purchase. If a circumstance stated above ceases within a reasonable time frame, the Customer may demand that SkiStar complete the purchase. The Customer forfeits the right to demand that SkiStar complete the purchase if the Customer waits an unreasonable amount of time before making their demand known.

**4.9** The Customer may cancel the purchase if SkiStar's delay is of considerable importance to the Customer or if the Customer, prior to entering into the Agreement, has informed SkiStar that the delivery of the Good by a specified day is essential for the Customer to enter into the Agreement. The Customer may also cancel the purchase if SkiStar informs the Customer that the company will not deliver the Good.

**4.10** If the Customer has demanded that SkiStar deliver the Good within a fixed additional period and if the additional period is not unreasonably short, the Customer may also cancel the purchase if the Good is not delivered within the additional period. Prior to the end of the additional period, the Customer may only cancel the purchase if SkiStar notifies the Customer that the company will not complete the purchase within this period. If the Customer has demanded completion of the purchase without

specifying an additional period, the Customer may cancel the purchase if the Good is not delivered within a reasonable time frame from when the demand was made known.

**4.11** The Customer is entitled to compensation for the damage incurred as a result of SkiStar's delay, unless SkiStar shows that the delay is due to an obstacle beyond its control that the company could not reasonably have anticipated at the time of purchase and the consequences of which could not reasonably have been avoided or controlled.

**4.12** If the delay is due to an individual or entity hired by SkiStar to complete the purchase in whole or in part, SkiStar is exempt from liability for damages only if the person hired by SkiStar is also exempt pursuant to section 4.11. The same applies if the delay is due to a supplier that SkiStar has hired or another person or entity earlier in the supply chain.

**4.13** If the Good is delivered late, the Customer may not cancel the purchase or claim damages resulting from the delay unless the Customer, within a reasonable time after he/she is made aware of the delivery, notifies SkiStar that he/she is cancelling the purchase or wants to claim damages. However, if the Customer cancels the purchase, the Customer does not need to provide specific notification that he/she also wishes to claim damages.

## 5. EXTERNAL TRANSPORT COMPANIES

SkiStar hires external transporting companies to deliver Goods. However, the Customer enters into the Agreement directly with SkiStar and makes payment to SkiStar. The external transporting companies may contact the Customer to arrange a specific delivery date, request information regarding the delivery, etc.

## 6. DAMAGES OCCURRING DURING TRANSPORT

**6.1** SkiStar is liable for Goods that are damaged or lost during transport to the Customer, subject to the restrictions stated in these Terms and Conditions.

**6.2** The risk is transferred to the Customer as soon as the Customer has received the Good from the external transport company, from SkiStar's stores, or from a third party's collection site. If the Customer has arranged with the external transport company for the Good to be delivered to an address where a person is unable to sign for the Good, the risk is transferred to the Customer when the Good is delivered.

**6.3** In connection with the collection or receipt of the Good, the Customer must immediately and carefully examine the Good to ensure that it is not damaged. Any damage or defects must be reported and noted on the consignment note that the external transport company/collection site has. Thereafter, the Customer should contact Customer Service. The Customer must keep the Good's wrapping and packaging in the event of damage resulting from transport.

## 7. PAYMENT

**7.1** The Customer may use the following payment methods when paying for Goods: (i) card payment through VISA, MasterCard, Maestro and Eurocard, (ii) Klarna Invoice or Klarna instalment payment, or (iii) direct payment by bank.

**7.2** No fees will be charged for card payment or Klarna invoice payment. To shop using an invoice, the Customer must be over 18 years old. The Customer may not have any record of non-payment and/or previously unpaid claims from Klarna.

**7.3** When the purchase is completed, the Customer will receive an order confirmation sent to the provided email address. The Customer is responsible for providing a correct email address and for informing SkiStar of a change of email address.

### Payment by Card

**7.4** If a card payment is approved, the amount will be reserved immediately. The amount will be

withdrawn from the Customer's account when SkiStar ships the Good. If the card payment is not approved, the order will be cancelled. If the Customer has any questions regarding this, he/she should contact his/her bank or card supplier. In the event the Good is returned, the money will be reimbursed to the card with which the payment was.

#### **Direct Payment by Bank**

**7.5** The "Pay Now" service is provided by Klarna. The Customer makes a secure payment via bank transfer or the payment is withdrawn from the Customer's bank account. When using bank transfer, the Customer must enter their bank information in the secure payment window from Klarna. For more information or questions, please go to [klarna.com](https://klarna.com) or Klarna's customer service.

#### **Invoice and Instalment Payments**

**7.6** SkiStar's "Pay Later" services are provided by Klarna. As soon as the Customer's order is sent, the Customer will receive information from Klarna on how and when to pay. For more information or questions, please go to [klarna.com](https://klarna.com) or Klarna's customer service.

#### **SkiStar Gift Card**

**7.7** The Customer may choose to pay for all or part of their order with a SkiStar gift card. Select "I HAVE A GIFT CARD" and enter the gift card number and PIN code. In the event the order amount exceeds the value of the Customer's gift card, the Customer may choose the payment method for the difference before completing the purchase. The gift card cannot be exchanged for cash.

### **8. LIABILITY AND CLAIMS**

**8.1** SkiStar is only liable for original errors. SkiStar is, for example, not liable for errors resulting from normal wear and tear. The Customer must report the error to SkiStar within a reasonable period of time from when the error was detected, however no later than three (3) years from when the Customer received the Good. After three (3) years, the Customer is no longer entitled to report the error.

**8.2** SkiStar reserves the right to choose to rectify the error, provide an error-free Good or credit the Customer an amount equal to the value of the damaged or lost Good.

**8.3** However, the Customer has the right to choose whether SkiStar will rectify the error or provide an error-free Good, if this can be done without undue cost to SkiStar. If rectification of the error or delivery of an error-free Good is not requested or does not occur within a reasonable time from when the claim was made or cannot be done without significant inconvenience to the Customer, the Customer may claim a price reduction corresponding to the error.

**8.4** The Customer may not claim any other penalties against SkiStar. If rectification or a price reduction is not requested or does not occur within a reasonable time from when the Customer reported the error, the Customer may cancel the purchase. In the event of a cancelled purchase, the Customer is entitled to a refund of the amount paid to SkiStar in connection with the purchase upon return of the Good. To file a claim, the Customer should contact Customer Service.

**8.5** For a claim to be valid, the Customer must prove that the purchase was made from SkiStar. The Customer should therefore save the order confirmation and payment receipt as proof of the purchase.

### **9. RETURN POLICY**

**9.1** The Customer always has fourteen (14) days to make a return according to the law. SkiStar offers the Customer thirty (30) days to make a return, i.e. the right to return or exchange the Good, without needing to specify a reason, within thirty (30) days of receiving the Good or a significant portion of it.

**9.2** The return policy does not apply to Goods made or modified according to the Customer's special requests, such as mounting of skis/snowboards and customised boots, soles, bicycles, etc.

**9.3** If you wish to return a Good, We ask that you notify us of this in writing, preferably by following the instructions on the return form provided in the package of the order. The Customer must have fol-

lowed and completed these instructions before the last day of the return period specified in section 9.1 in order to be considered as having exercised his/her right to return the Good on time.

**9.4** If you choose not to use our return form, you may simply inform us of your decision to return your order before the end of the return period by sending us a clear and obvious message, notifying us of your decision to return the Good. You must provide your name, address and customer number or personal identity number. You are welcome to use SkiStar's form to return your order, which can be found here. Contact Customer Service if you have any questions. If you so choose, you may also use the standard return form created by the Swedish Consumer Agency, which is available here.

### **10. RETURNS AND EXCHANGES**

**10.1** SkiStar guarantees a full refund for returned Goods in accordance with section 9, provided that the Good is unused, is returned in the undamaged original packaging and retains all labels and accompanying manuals. When returning toiletries, underwear and swimwear, the seal may not be broken. The Customer is obligated to compensate SkiStar in the event of a necessary reduction in value of the Good resulting from the Customer handling the Good to a greater extent than necessary. In the event that the value of a Good is reduced, SkiStar is entitled to make deductions from the total refunded amount to the Customer.

**10.2** Following the receipt and approval of the return Goods, the refund will be made within fourteen (14) days of SkiStar's receipt of the returned Goods. Whenever possible, the refund will be issued the same way as the payment was received.

**10.3** For returns and exchanges, the Customer is responsible for the Good for the entire duration of the return shipment up until the point when SkiStar receives the Good. The Customer is liable for ensuring that the Good is packaged and handled in a way that keeps the Good from being damaged during transport.

**10.4** For a return or an exchange to be valid, the Customer must prove that the purchase was made from SkiStar. The Customer should therefore save the order confirmation and payment receipt as proof of the purchase.

**10.5** When returning a Good, a shipping charge of SEK 49 will be charged, which will be deducted from the refund amount. SkiStar will pay for one exchange per shipment, contingent that SkiStar's return shipping label is used. If SkiStar's return shipping label is not used, SkiStar is not able to pay for the cost of the return shipping.

**10.6** More information about the return and exchange process can be found in our return and refund policy here. For information and help regarding returns that are not covered by our return label or free shipping, please contact Customer Service.

### **11. FORCE MAJEURE AND LIMITATION OF LIABILITY**

**11.1** If SkiStar is prevented from fulfilling its obligations under these Terms and Conditions due to circumstances that are not within SkiStar's control, such as war, labour disputes, lockouts, fire, floods, transport or energy shortages, government action, new or amended legislation, epidemic/pandemic or other comparable circumstances, SkiStar shall be exempt from the obligation to pay for damages and other penalties, provided that SkiStar informs the Customer of the conditions within a reasonable time frame. As soon as the obstacle has ceased, the obligation will be fulfilled in an agreed upon manner. If such a delay exceeds two (2) months, both the Customer and SkiStar have the right to terminate the Agreement effective immediately, without any obligation to pay damages.

**11.2** Beyond what is stipulated in these Terms and Conditions and what is required by mandatory consumer law, SkiStar bears no liability to the Customer for errors, delays or damages. SkiStar is only liable for those damages that the Customer was unable to mitigate or avoid. Furthermore, SkiStar is never responsible for business losses.

### **12. PERSONAL DATA**

SkiStar is responsible for the personal data that we process about you when you contact us. The way we process data is always done in accordance with current personal data legislation and, at any given time, our privacy policy, which can be found here.

### **13. REVIEWS**

When you are logged in to [skistarshop.com](https://skistarshop.com), you are able to leave reviews of different Goods on [skistarshop.com](https://skistarshop.com). In the event you leave such a review, you grant SkiStar the right to publish the review on [skistarshop.com](https://skistarshop.com) and in other channels and media together with your name and other personal data you have provided to SkiStar. SkiStar reserves the right not to publish and/or remove your review. This can happen, for example, if we can not guarantee that you have purchased the Goods from us.

### **14. SEVERABILITY**

If one or more provisions in these Terms and Conditions are invalid or found invalid by a court or regulatory authority, this shall not affect the validity of the remaining provisions.

### **15. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights, such as brands and copyrights, on [skistarshop.com](https://skistarshop.com) belong to SkiStar and its subsidiaries or licensors. All use of [skistarshop.com](https://skistarshop.com) or its content, including copying or storing of its content in whole or parts thereof, other than for your own personal, non-commercial use, is prohibited without SkiStar's written permission.

### **16. MISCELLANEOUS**

**16.1** We reserve the right to amend these Terms and Conditions as needed, without notifying you in advance. The version of the Terms and Conditions applicable to your order is the version available on [skistarshop.com](https://skistarshop.com) at the time your order is placed.

**16.2** These Terms and Conditions and all agreements entered into between you and SkiStar, including the Agreement, shall be interpreted and applied in accordance with Swedish law. Disputes arising therefrom shall be settled by the General Court with the Stockholm District Court as the first instance.

**16.3** You also have the right to send your complaint to the EU's Online Dispute Resolution Platform (ODR Platform). The ODR platform offers consumers and trader within the EU the opportunity to attempt to resolve disputes outside of the courts regarding goods purchased online. The portal is designed as a user-friendly, interactive website that is free of charge and available in all official EU languages. By using the ODR platform, the consumer and trader can find a dispute resolution body and then go through the process of resolving the consumer's complaint. You can find the ODR platform here.

**16.4** For questions concerning the meaning of these Terms and Conditions or procedures regarding returns, claims, handling of damages occurring during transport or other matters, please contact Customer Service.

**16.5** SkiStar prioritises collaboration and carefully chooses suppliers and partners. SkiStar always aims to ensure that all suppliers and partners commit to following our Supplier and Partner Code of Conduct. The Code of Conduct can be found here.