

# Peak Performance Terms & Conditions

28.6.2019

Please read the terms and conditions carefully before using peakperformance.com (the "Website"). By using and shopping on our Website, you agree to accept the terms and conditions described below. As the terms and conditions may be updated from time to time, we recommend that you check this page regularly to take notice of any changes we may have made in the terms and conditions.

## Company Details

Amer Sports Italia S.p.A  
Via Chiesa Lancenigo 30  
31020  
Villorba  
Italy

Company number: TV-309864

## 1. Ordering

The online store is open 24 hours a day, except if due to maintenance work. For your convenience, we endeavor to execute such work in the night time.

In order to shop at peakperformance.com you must be at least 18 years of age and possess a valid credit card accepted by us. You have the right to inform us of your withdrawal of the purchase, without penalty and without justification, within 14 days as of the day following the delivery of the product.

Please note that we only accept orders from private consumers, and you are not allowed to place orders for or on behalf of a business.

Your national legal guarantee of conformity for goods applies to this purchase.

At the moment we can only fulfil your order, if the delivery address in one of the countries we deliver to.

We may decline an offer or cancel a purchase in any of the following situations, without being liable for any damages or costs. We will notify you by email in advance of any such action, to try and resolve the issue and will return any applicable payments made to us without deduction:

- Your payment information is incorrect or not verifiable, or you are not approved in the credit evaluation;
- Your order may have been placed for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- There was an unintentional error on the Website; e.g. a payment error etc.;
- We have reason to believe you are a minor under the age of 18;
- We could not deliver to the address provided by you

By placing an order on our Website, you are making an offer to us to purchase the products you have selected on these terms and conditions. We may or may not accept your offer at our discretion.

We can only accept offers that are made through our Website. We cannot accept offers made by phone, e-mail, letters or fax.

### ***At what point in the ordering process are you bound by your order?***

The moment you click "Pay" and the receipt is displayed on your screen, you are bound by your offer, however, please see *"Returns, Withdrawals and Complaints"*.

The displayed receipt is an automated acknowledgement that means we have received your submitted offer. However, the acknowledgement does not mean that we have accepted your offer, and we reserve an explicit right to decline your offer after you have received the automatic acknowledgement.

If we accept your offer, you will receive an e-mail from us confirming that we have shipped your order (shipping confirmation). The contract between you and us will be effective from the time that the shipping confirmation is sent.

If you made an error when placing your order, please contact us and we will be happy to assist you. However, please always make sure to review your offer before placing it. Before submitting, you have the possibility yourself to edit any information you have entered, such as the delivery or billing address or credit card information or change or delete items in your shopping bag.

### ***Language of the contract***

The language of the contract is English.

### ***Access to the agreement***

We store all contracts made, including your offer and the order confirmation, and we recommend that you file these too, as subsequently the documents will not be accessible. However, please see *"Track your order and view history"*.

## ***Fraud screening***

In order to protect our Consumers and maintain the security of shopping online, we may run verification checks on the data you submit when you place an offer. These checks may include address and payment verification and screening of your offer to prevent fraud.

## **2. Payment Methods**

We accept the following payment methods:

- VISA
- MasterCard
- Amex (Not from France)
- Maestro (UK only)
- Paypal (Nor from Ireland)
- iDeal (Netherlands only)
- Real Time Banking / Sofort Banking (Austria, Belgium and Germany only)
- Klarna / Invoice (Sweden, Germany, Austria, Netherlands, Finland and Denmark only)
- VISA/Dankort (Denmark only)
- Carte Bleue (France only)

Please note that we cannot accept any payment methods not specified above. If you try to pay by any other methods, we will not be liable for your loss of payment or any other damages caused by your action.

### ***Credit Card Verification Number***

To maintain your own security and prevent fraud, you will be asked to enter your Card Verification Number (CVV) when paying with credit card. You can find the 3 digit number on the back of your credit card. It generally appears to the right of your credit card number.

### ***Payment processing***

If you place your order with a credit card, the payment will be deducted from your bank account when your order and data have been verified and your ordered products leave our stock for delivery.

If you place your order using Paypal, Real Time Banking, iDeal or a debit card, the payment will be deducted from your account when we confirm your order.

If you place your order with Klarna the payment will be deducted from your bank account once you have paid the invoice.

Please note that your billing address must be entered exactly as it appears on your bank statement.

### **3. Prices & VAT**

All prices on products, delivery charges and other services include value added tax (VAT).

The delivery charge is added per order. For details concerning the charges for your specific country, please visit our Website. We will always inform you of the total price, including all taxes, VAT and other costs such as fees and possible delivery costs, before you place your order.

If you are residing outside EU and eligible for VAT refund on your purchase, we will refund the VAT on your purchase, provided that you submit to us (i) documentation that your place of residence is outside EU, (ii) a copy of your invoice complete with such stamps and confirmations from customs authorities in the exporting country as are required under the rules applicable at the time of your request for the refund, and (iii) any other documentation that may be required by the authorities in the country where you have made your purchase. The documentation should be submitted to Consumer Care in the country where you have made your purchase. We may decline the VAT refund, if we assess that the documents you have provided do not meet applicable requirements.

The prices displayed on the Website are those that apply at the time of purchase. The prices may be subject to change without notice, but changes will not affect orders which we have been accepted. We endeavor to avoid information errors, but please note that pricing errors, spelling errors and other errors or mistakes can occur from time to time. We will verify prices as part of our confirmation procedures. If the correct price is less than our stated price, the lesser amount will be charged to you. If the correct price is higher than the price stated on our Website, we will attempt to contact you. If we are unable to contact you, we will reject your offer and notify you by e-mail.

#### ***Currency***

All displayed prices are quoted in the currency that refers to your country. If you want to change the country selection please use the country selector in the top of the site. Your delivery address will decide which currency you will be charged in.

Please note that changing the country of delivery may have an influence on the price and the delivery costs.

You may pay in any of the currencies listed below:

- Danish Kroner (DKK)
- Canadian Dollar (CAD)
- Euro (EUR)
- Norwegian Kroner (NOK)
- Swedish Kronor (SEK)
- UK Pound Sterling (GBP)
- Swiss francs (CHF)

## **4. Order security**

We utilise Security Socket Layer (SSL) technology, one of the most secure systems for ordering online that allows encryption of your information, such as your name and address, and critical personal information, such as credit card information. Your information will be encrypted from the moment you enter it, and your personal information will not be saved on a public server. That means that information passed between you and our Website cannot be read in the event someone else intercepts it. The SSL technology provides an authentication that assures your browser that your data is being sent to the correct secure computer server; an encryption that encodes all data, so only the secure server is able to read it; and a data integrity that checks that the transferred data has not been altered.

## **5. Deliveries**

We currently deliver to the following countries:

- Austria
- Belgium
- Canada
- Denmark (excl. Faroe Islands and Greenland)
- Finland (excl. Aland Islands)
- France (excl. Guadeloupe, French Guiana, Martinique, Réunion, Mayotte, Monaco, Saint Pierre, Wallis and the Futuna Islands and New Caledonia)
- Germany (excl. Island Helgoland and area of Busingen)
- Ireland

- Italy (excl. Campione d'Italia, Livigno, San Marino and Vatican City)
- The Netherlands (excl. Aruba and Antilles)
- Norway (excl. Svalbard)
- Spain (excl. Canary Islands, Ceuta and Melilla)
- Sweden
- Switzerland
- United Kingdom (excl. Channel Islands, Isle of Man, Jersey and Guernsey)

### ***Delivery Terms***

If you live in Sweden, Norway or Finland and choose fast delivery, your order will be delivered by PostNord to a pick-up point near your address. You will be informed of the pick-up point by e-mail or text message at the time the parcel is ready for collection. If you prefer to have the order delivered directly to your home address, you may choose express delivery. If you choose express delivery, your order will be delivered by UPS.

If you live in Denmark, your order will as a standard be delivered by PostNord to your home address. One delivery attempt will be made. If you are not home at delivery, the order may be redeemed at the nearest PostNord pick-up point. You will be notified of the pick-up point by PostNord in its delivery slip.

If you live outside Sweden, Norway, Finland and Denmark, your order will be delivered via UPS to your home address.

If you are not home at delivery and you live in Germany, Belgium, Netherlands, United Kingdom, Spain or Italy, the order may be redeemed at the nearest UPS pick-up point. You will be notified of the pick-up point by UPS in its delivery slip.

If you live outside the countries mentioned above, UPS will make 3 delivery attempts. If you fail to receive your order on any of these attempts, the parcel will be returned to us. Contact information for UPS will be included in the delivery slip, and you may contact UPS directly to agree the delivery time of any redelivery attempt.

Orders will be delivered Monday through Friday.

All deliveries must be signed for at receipt, except if another option is provided by the courier.

If the order is delivered to a pick-up point, the courier will keep the parcel for 10 days before returning it to us as undelivered.

### ***Split delivery***

If your order consists of several items we reserve the right to split the delivery. This can happen if certain items are delayed at the time of ordering. In the event of split delivery, you will receive tracking for each parcel. You will not be charged for any additional delivery costs.

### ***Product inspection***

Please note that you bear the risk for the products you have ordered when the delivery is completed. If the packaging appears to be damaged, please do not accept the shipment.

Without prejudice to your statutory rights and remedies you have the responsibility of inspecting your products for any faults and, in the event, giving us notice of any complaints. In the case of defective products or inconformity with your order, you will have the choice of returning the defective product and we will refund you the purchase price and all delivery cost when we have handled your return. You also have the right to keep the defective product and ask for a reduction of the price.

### ***Delivery Times***

Your ordered products will be delivered from Monday through Friday, and the exact delivery time depends on the country of delivery.

An order that has been submitted on a Danish public holiday will be processed the next working day following the public holiday.

### ***Track your order and view history***

When you have an account at peakperformance.com, you can track your orders by visiting "My Account" and clicking "My orders". There you can view your past orders and the status of your current order.

If you don't have an account, please contact us and we will do our best to inform you about your order status.

## **6. Returns and Withdrawals**

### ***The right of withdrawal***

If you are a consumer (i.e. a private individual and not purchasing products on behalf of a business), you may withdraw your order at any time within 14 days.

The withdrawal period commences at receipt of the product and expires 14 days later. In case of split deliveries, the withdrawal period expires 14 days after receipt of the last product.

## ***How do you exercise your right of withdrawal?***

Before the expiry of the withdrawal period, you must inform us of the withdrawal with a notice sent on paper or another durable medium to which we have access, e.g. by letter or by sending us an email. You may use the withdrawal form attached below, but it is not obligatory.

In addition, you must return or give back the product to us within a reasonable time from sending the notice, in any case no later than 14 days from the day on which we were informed about your decision to withdraw from the purchase.

Please see the Return Guide that came with your order for more information.

You can also exercise your right of withdrawal if, before the expiry of the 14-day period, you hand over the product to the postal services or another operator who has taken on the task of forwarding the product to us, even if you have not given prior notice to us.

You may also exercise your right of withdrawal by abstaining from receiving the product or by abstaining from collecting it at the post office etc.

## ***Effects of withdrawal***

If you use your right to withdraw, we will reimburse you the purchase price and the delivery and return costs, subject to the following:

- Delivery costs are only reimbursed to you if the whole order is returned and if you have chosen the least expensive type of delivery. Additional cost for express delivery are not reimbursed;
- Return costs are only reimbursed to you if you use the free service provided by us and return costs will not be reimbursed if the product is returned by other means.

For Switzerland, free return service is not available. If you withdraw from the purchase and return a product delivered to Switzerland, we will not refund the delivery or return costs and we will deduct a return handling fee of CHF 20 to cover our handling of the return and the costs of customs clearance.

Repayment will be made without undue delay and in any event not later than 14 business days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You are only liable for any diminished value of the product resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the product.

## ***Returning defective products***

When we ship your products, we do our best to make sure that the products are top quality and in perfect condition. In the case of defective products or inconformity with your order, you will have the choice of returning the defective product and we will refund you the purchase price and all delivery cost when we have handled your return. You may also choose to keep the product and ask for a price reduction or a repair of the product. Please note that products that are damaged as a result of wear and tear are not considered to be faulty.

The claim shall be made when you discover the defect. Any notice given within a period of two months after you discovered the defect is deemed a timely notice, but in certain cases a longer period may apply under applicable law. Please contact us and we will arrange for the product to be returned. If you wish to place another order, we will be happy to assist you.

For Consumers subject to Swedish law you have the right to return the product within 36 months.

For Consumers subject to French law the following applies:

- The warranty against any hidden defects of the goods sold, which applies for two years following the discovery of the defect.
- The warranty of conformity of the Civil Code, which enables you to require that the product delivered be the same as the product ordered, and which applies for five years from the date of delivery of the product.
- The warranty of conformity of the Consumer Code, which applies for two years from the delivery of the product.

Please note that any such claim requires that you have not used the products inappropriately and that the product is not defective due to your conduct.

## ***Incorrect Items***

Occasionally the wrong item may get sent out. If this has happened to you, we sincerely apologize.

Please contact our Consumer Care Team who will be able to re-order the correct item for you and arrange for the incorrect product to be collected by our courier.

## **7. Refund Information**

After we receive and process your request you will be issued with the appropriate refund. We aim to process a refund within 3 business days of receiving your parcel, or of receiving

evidence of you having sent back the parcel, and send you an e-mail to let you know we have received and processed it. After you have received the e-mail, please allow another 5-10 business days for the refund to be credited to your account. The amount of time this takes will depend on which bank or card issuer you have. Unfortunately, this delay is outside of our control. You can expect a refund in the same form of payment originally used for purchase. In the event that we are unable to refund your credit card we will contact you to arrange an alternative means of refunding your order.

## 8. Availability & Offer Validity

We endeavor to have all offered items in stock. In the event that ordered items are out of stock, we reserve the right not to accept your offer. You will be informed by e-mail and any payments will be refunded if the payment was already processed.

The prices and offers displayed on the Website are valid at the time they occur, unless other specific terms are stated on the Website. Pricing errors, spelling errors and other errors or mistakes can occur. We will verify prices as part of our confirmation procedures. If the correct price is less than our stated price, the lesser amount will be charged to you. If the correct price is higher than the price stated on our Website, we will attempt to contact you. If we are unable to contact you, we will reject your offer and notify you by e-mail.

## 9. Consumer Care

If you have any questions, comments or complains related to your purchase please contact our Consumer care via our contact forms, by phone or by email at [customercare@peakperformance.com](mailto:customercare@peakperformance.com).

### **Contact form links:**

Austria	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=AT">https://help.peakperformance.com/hc/en-us/requests/new?country=AT</a>
	German	<a href="https://help.peakperformance.com/hc/de/requests/new?country=AT">https://help.peakperformance.com/hc/de/requests/new?country=AT</a>
Belgium	English	<a href="https://help.peakperformance.com/hc/en_us/requests/new?country=BE">https://help.peakperformance.com/hc/en_us/requests/new?country=BE</a>
	French	<a href="https://help.peakperformance.com/hc/fr/requests/new?country=BE">https://help.peakperformance.com/hc/fr/requests/new?country=BE</a>
Switzerland	English	<a href="https://help.peakperformance.com/hc/en_us/requests/new?country=CH">https://help.peakperformance.com/hc/en_us/requests/new?country=CH</a>
	German	<a href="https://help.peakperformance.com/hc/de/requests/new?country=CH">https://help.peakperformance.com/hc/de/requests/new?country=CH</a>
	French	<a href="https://help.peakperformance.com/hc/fr/requests/new?country=CH">https://help.peakperformance.com/hc/fr/requests/new?country=CH</a>
Canada	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=CA">https://help.peakperformance.com/hc/en-us/requests/new?country=CA</a>

	French	<a href="https://help.peakperformance.com/hc/fr/requests/new?country=CA">https://help.peakperformance.com/hc/fr/requests/new?country=CA</a>
Germany	English	<a href="https://help.peakperformance.com/hc/en_us/requests/new?country=DE">https://help.peakperformance.com/hc/en_us/requests/new?country=DE</a>
	German	<a href="https://help.peakperformance.com/hc/de/requests/new?country=DE">https://help.peakperformance.com/hc/de/requests/new?country=DE</a>
Denmark	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=DK">https://help.peakperformance.com/hc/en-us/requests/new?country=DK</a>
PP-ES	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=ES">https://help.peakperformance.com/hc/en-us/requests/new?country=ES</a>
Finland	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=FI">https://help.peakperformance.com/hc/en-us/requests/new?country=FI</a>
France	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=FR">https://help.peakperformance.com/hc/en-us/requests/new?country=FR</a>
	French	<a href="https://help.peakperformance.com/hc/fr/requests/new?country=FR">https://help.peakperformance.com/hc/fr/requests/new?country=FR</a>
UK	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=GB">https://help.peakperformance.com/hc/en-us/requests/new?country=GB</a>
Ireland	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=IE">https://help.peakperformance.com/hc/en-us/requests/new?country=IE</a>
Italy	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=IT">https://help.peakperformance.com/hc/en-us/requests/new?country=IT</a>
The Netherlands	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=NL">https://help.peakperformance.com/hc/en-us/requests/new?country=NL</a>
Norway	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=NO">https://help.peakperformance.com/hc/en-us/requests/new?country=NO</a>
Sweden	English	<a href="https://help.peakperformance.com/hc/en-us/requests/new?country=SE">https://help.peakperformance.com/hc/en-us/requests/new?country=SE</a>
	Swedish	<a href="https://help.peakperformance.com/hc/sv/requests/new?country=SE">https://help.peakperformance.com/hc/sv/requests/new?country=SE</a>

**Phone numbers:**

Austria	English	+43 7201 1611 1
	German	
Belgium	English	+32 2808 6731
	French	
Switzerland	English	+41 6153 9159 8
	German	
	French	
Canada	English	+1 (647) 952-9281
	French	
Germany	English	+49 800 000 8073
	German	
Denmark	English	+45 8988 5112
PP-ES	English	+34 9318 1677 9
Finland	English	+358 9315 8491 3

France	English	+33 4560 9063 4
	French	
UK	English	+44 2038 7228 25
Ireland	English	+353 1761 4766
Italy	English	+46 1088 8691 5
The Netherlands	English	+31 8500 1361 8
Norway	English	+47 2193 7693
Sweden	English	+46 1088 8691 5
	Swedish	

The Consumer care is open Monday to Friday between 10:00 – 17:00 (CET), with the exception of no support on Fridays between 11:30 – 12:30 (CET).

## 10. Complaints

You are welcome to contact our Consumer care, if you have complaints regarding your purchase. Our Consumer care may be contacted by telephone, e-mail or regular mail. Contact details for our Consumer care are included above.

You may also file your complaint via the Online Dispute Resolution center established by the EU Commission. You can file your complaint at <http://ec.europa.eu/odr>.

## 11. Copyright & Trademarks

All contents included on the Website, such as, but not limited to, design, text, graphics, logos, video and audio clips, images, button icons and the compilation thereof, software compilations, source coding and software, are the property of Peak Performance, Amer Sports Group or our suppliers. The contents are protected by Italian and international copyright laws. Peak Performance, Amer Sports Group or our content suppliers own the copyright to the abovementioned. The contents of the Website may only be copied for your own private use. Any other use of the information and material on the Website, such as reproduction, modification, distribution, transmission, republication, display or performance is strictly prohibited. You may therefore not copy, display, download, distribute, alter, modify, reproduce, republish or rephrase information, text, documents or other material from the Website or any other part of the Website without the explicit consent from Peak Performance, Amer Sports Group or our suppliers. Brand names, product names, logos and titles that appear on the Website are trademarks or trade names

and are property of Peak Performance, Amer Sports Group or our suppliers. Any reproduction of such trademarks or trade names constitutes an infringement of the owner's rights and is strictly prohibited, unless it is for your own private use.

## **12. Disclaimer of Liability**

We are only liable for damages when such damages result from our breach of contractual obligations towards you, or in the event our liability follows from applicable statutory law.

If any activities on peakperformance.com have caused you damage, we shall only be liable for damage to the Peak Performance products, reasonable and verifiable costs incurred by you to find out the cause and amount of damages as a result of our breach of contract or liability under applicable statutory law; and reasonable and verifiable cost to prevent and diminish such damages.

We shall not be liable for any damages incurred by a third party resulting from use of our products. Neither shall we be liable for your improper use of any of our products. To the fullest extent permitted by law, we shall not be liable for any damages resulting from incorrect information on the Website.

The limitations mentioned above shall not apply in the event you suffer damages resulting from our gross negligence or willful misconduct.

We guard and respect our Consumers' personal data and safety, although we cannot totally guarantee the security of information and payments transmitted online. To the fullest extent permitted by law, we shall not be liable for damages suffered as a result of the use of electronic means of interactions, such as, but not limited to, damages resulting from errors or delays in delivery of communication, interception or manipulation by third parties or by computer programs and transmission of viruses.

## **13. Information on the Website**

We make a great effort to avoid errors on the Website, but information, text, images, graphics, video and audio clips and other website services may temporarily contain errors, be incomplete or incorrect. In such events - to the fullest extent permitted by law - we cannot be held liable for damages resulting hereof, unless such damage is the result of our gross negligence or willful misconduct.

## **14. Links**

We shall not be liable for any use of or any content of internet sites that this Website provides links to. Neither shall we be liable for use or content of any websites from which are linked to this Website.

## **15. Applicable Law**

Without limiting your rights as a consumer under the laws of your country, these terms and conditions as well as all disputes or claims arising hereof and of using or shopping on the Website shall be governed by the laws of Italy.

## **16. Our right to vary these terms and conditions**

We reserve the right to revise and amend these terms and conditions from time to time.

Your order will be subject to the policies and terms and conditions in force at the time when you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you). If we change these policies or these terms and conditions after you have placed your offer, but before we send you the order confirmation, we will notify you of this. If you do not inform us that you can accept these new policies or these terms and conditions within seven working days, we will cancel your offer and notify you by e-mail.

**WITHDRAWAL FORM**

(Complete and return this form only if you wish to withdraw from the contract)

Amer Sports Italia S.p.A  
Via Chiesa Lancenigo 30  
31020  
Villorba  
Italy

Email: [customercare@peakperformance.com](mailto:customercare@peakperformance.com)

I/we \_\_\_\_\_ hereby give notice that I/we \_\_\_\_\_

withdraw from my/our \_\_\_\_\_ contract of sale of the following goods:

Ordered on \_\_\_\_\_ /received on \_\_\_\_\_,

Name of consumer: \_\_\_\_\_

Address of consumer: \_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

