



Jack Wolfskin North America, Inc. U.S. Sales Policy

Customers purchase products with knowledge of the Sales Policy set out below:

1. Jack Wolfskin North America, Inc. (herein referred to as “Jack Wolfskin” or “Company”) reserves the right to refuse to do business with anyone for any lawful reason including, but not limited to, those who fail to pay invoices when due, sell the Company’s Products from unauthorized locations (including unauthorized internet locations), or violate any other policy of the Company.

2. Jack Wolfskin may choose not to do business with those that resell its Products for export outside the continental United States. Jack Wolfskin also may choose not to do business with those that sell to persons other than consumers. **By accepting delivery of Product, Customer understands that it is prohibited from selling such Products for resale outside the continental United States and will not sell such Products without approval from Jack Wolfskin to persons other than consumers or from other than approved locations.**

3. All dealings are on an order-by-order basis. Purchase orders will be subject to Jack Wolfskin’s acceptance in its discretion. No order is accepted until Product ships. Prices are subject to change without notice.

4. **These standard terms and conditions of sale (“Terms and Conditions”) apply to any and all orders placed by customer (“Customer”) for purchases of Products or services (collectively, “Products”) from Jack Wolfskin, whether or not such purchase is subject to a signed purchase order, distribution or other agreement between Jack Wolfskin and Customer. Ordering Products from Jack Wolfskin constitutes acceptance of the terms set forth herein, as such terms may have been updated through the date of such order. Any different, or additional terms in any purchase order, blanket instructions or other writing from Customer shall be deemed a material alteration hereof and are hereby expressly objected to and rejected and shall be of no force or effect. Commencement of performance or shipment shall not be construed as acceptance of any of Customer’s terms and conditions which are different from or in addition to those contained herein. Course of performance or usage of trade shall not be applied to modify these Terms and Conditions. Jack Wolfskin reserves the right to change or discontinue these Terms and Conditions at any time, with or without reason or cause.**

5. The invalidity or unenforceability of any provisions of these Terms shall not affect the validity or enforceability of any other provision of these Terms, which shall remain in full force and effect. Jack Wolfskin’s failure to exercise or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

6. Credit card payments will only be accepted at the time of order placement. Unpaid balances will bear a finance charge at the rate of 1.5% for each month or portion of a month they are overdue. Program benefits and/or account credits may be withheld from customers not in good credit standing. Jack Wolfskin may also refuse to sell to Customer until overdue accounts are paid in full. Customer consents to the sole and exclusive jurisdiction of the federal and state courts in Utah, for any suit, action or proceeding arising from the sale or purchase of Jack Wolfskin’s Products.

7. Credit limits are subject to evaluation and could be denied, adjusted or removed at any time at Jack Wolfskin’s sole discretion. Customers must immediately notify Jack Wolfskin of ownership or financial responsibility changes. Jack Wolfskin customer accounts are based on location; upon a change of financial responsibility at a location, the account balance becomes due and payable at that time.

8. Credits on account will be applied in accordance with policies determined by Jack Wolfskin’s Accounting Department. Please contact the Accounting Department for information about the policy or to ask any questions about how it is applied.

9. Customer is responsible for all applicable taxes, customs, duties and fees imposed in connection with purchase of Products by any federal, state or local governmental authority unless Customer provides Jack Wolfskin appropriate evidence of exemption. Customer purchasing Product free from sales tax and making a taxable use of Product (i.e. any purpose other than retention, demonstration, or display while holding for sale in the regular course of business) is responsible for the reporting and payment of tax due direct to the proper taxing authority when state law so provides or may inform Jack Wolfskin of the desire for added tax billing. For example, Product purchased for personal use or drop shipped to a consumer is considered taxable. Any questions concerning sales tax should be directed to the Jack Wolfskin Tax Department.

10. Customer acknowledges that (i) Jack Wolfskin’s shipping terms are F.O.B. Origin and legal title and risk of loss transfers to the Customer upon delivery by Jack Wolfskin of the purchased Products to the carrier and (ii) all shipment and handling costs shall be paid by Customer and if prepaid by Jack Wolfskin, shall be reimbursed to Jack Wolfskin. **Customers must report damage or loss during shipment to Jack Wolfskin within 21 days of invoice date.**

11. Routing guides are not automatically accepted and are subject to Jack Wolfskin’s review and express written approval. Jack Wolfskin does not agree to vendor compliance fees on routing guides.

12. Delivery refusals may be subject to a 10% processing fee. Customer shall be responsible for inspecting all Products delivered. Jack Wolfskin, in its sole discretion, shall replace or remedy rejected Products. All returns are at the sole discretion of Jack Wolfskin and are subject to its policy on returns which is incorporated herein by reference. Please contact the Jack Wolfskin Customer Service Department to obtain a copy of this policy.

13. **Claims for short ship and mis-ship adjustments, proof of delivery or any other billing discrepancies must be made before the due date of the invoice reflecting when the Product originally shipped.** Customer understands that Jack Wolfskin has the right to investigate claims of short shipments, including verifying box weights recorded in Jack Wolfskin’s system to actual weights recorded by carriers, reviewing serial numbers scanned for the item(s) in question, and physical inventory counts (when applicable), among other steps. Customer acknowledges that resolution of such claims shall be made solely by Jack Wolfskin. **Post-audit invoice claims are not accepted if more than six months beyond the invoice date.**

14. Jack Wolfskin will not accept return of custom logo Product unless defective in material or workmanship. Any changes or cancellations must be submitted prior to Production. Customer order cancellation fees and change fees may apply to orders that have begun the production process. In the normal course of production, Jack Wolfskin may produce custom logo Products

in excess of the quantity ordered by the Customer. Customer grants Jack Wolfskin the right to sell any such excess custom logo Products ordered by Customer and/or bearing the Customer’s trademarked or copyrighted logo. Any custom orders that have been altered outside of Jack Wolfskin will void any and all warranties.

15. Jack Wolfskin’s consumer warranty policy is set forth at [us.JackWolfskin.com](https://www.us.JackWolfskin.com) which constitutes the Company’s sole warranty with respect to the Products it manufactures. Jack Wolfskin disclaims all other warranties, express or implied, including, without limitation, the warranty of merchantability or the warranty of fitness for a particular purpose and assumes no responsibility for any special, incidental, or consequential damages as to all Products and components. Jack Wolfskin further disclaims any implied or express warranty of, and assumes no responsibility for, defects in workmanship caused by third parties.

16. Jack Wolfskin shall be excused for delays in the performance of its obligations hereunder due to causes beyond its reasonable control, or the control of its suppliers, including, but not limited to acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, sabotage, accident or breakdown of machinery or plant, unavailability of transportation, restraints affecting the delivery of material or credit, any acts by a third party, any third party Products or any other cause beyond the reasonable control of Jack Wolfskin, including, but not limited to failures or fluctuations in electrical power, heat, light, air conditioning, computer hardware and/or software or telecommunications equipment (each, an “Event of Force Majeure”). Upon the occurrence of an Event of Force Majeure, Jack Wolfskin shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Event of Force Majeure for as long as such Event of Force Majeure continues and Jack Wolfskin continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without undue delay. If the Event of Force Majeure causes a delay of 120 consecutive days or more from the original date of performance, Customer shall have the right to terminate the contract by written notice to Jack Wolfskin, it being understood that the right of termination shall be the sole and exclusive remedy of Customer.

17. **TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, COMPENSATORY AND/OR SPECIAL DAMAGES, WHETHER OR NOT COMPANY WAS ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCTS, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT TO WHICH SUCH LIABILITY RELATES.**

18. All specifications, samples, price lists, payment terms and other information furnished by Jack Wolfskin to Customer pursuant to these Terms and Conditions shall be considered proprietary and confidential information of Jack Wolfskin. Customer shall not publish or disclose in any way any of Jack Wolfskin’s confidential information for any purpose. All of Jack Wolfskin’s information and all copies thereof (including, without limitation, all materials containing or embodying Jack Wolfskin’s confidential information) are and shall remain the sole property of Jack Wolfskin and shall be returned promptly to Jack Wolfskin upon completion or termination of the activity for which Customer has obtained such confidential information or at any other time immediately upon Jack Wolfskin’s request.

19. Jack Wolfskin has valuable intellectual property rights and chooses not to do business with those who infringe upon those rights, or aid, abet or assist others, directly or indirectly, in infringing upon those rights. Jack Wolfskin chooses not to do business with those whose sales practices violate the law, deceive or are otherwise unfair trade practices. The Company chooses not to do business with those who disparage its Products or fail to fully promote them. Jack Wolfskin may choose not to do business with those that violate any of its sales policies.

20. Customer represents and warrants that in its performance hereunder it will comply with all applicable federal, state, local and foreign laws, rules, regulations, administrative and executive orders, and pertinent governmental procurement regulations. Customer and its owners, officers, directors, employees, or agents have not and will not engage in any activities that violate the United States Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, or any other anti-corruption laws or laws prohibiting the payment of commercial or private bribes. In particular, and not in limitation of the foregoing, Customer and its owners, officers, directors, employees, or agents will not pay, offer, or promise to pay, or authorize the payment directly or indirectly, of any money, gift, or anything of value to any government official for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to any person. As used in this Section, “government official” means any minister, officer, director or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization (such as the World Bank, International Monetary Fund or United Nations), or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

21. Point of purchase displays belong to Jack Wolfskin and must be surrendered upon request.

22. To ensure that it provides the highest level of service, Jack Wolfskin may monitor and record customer telephone calls. Calling Jack Wolfskin constitutes Customer’s consent to monitoring and recording. If Customer does not want a call monitored and recorded, please inform the representative who answers the call.

Jack Wolfskin’s Standard Terms and Conditions of Sale can also be found on [us.JackWolfskin.com](https://www.us.JackWolfskin.com).