

TERMS AND CONDITIONS FOR CUSTOMERS

These Terms and Conditions of Sale (“**Terms**” or “**Agreement**”) apply exclusively between BIC SPORT NORTH AMERICA INC. a company registered in the United States whose office is located at: 2384 Cranberry Highway, West Wareham, MA (“**BIC Sport**”, “**us**” or “**we**”) and any person who access, browse, select and order products (“**Customer**” or “**You**”) on <http://bicsport.com> (the “**Site**”). Each product and item that is advertised through the Site is referred to as a “**Product**”. Together BIC Sport and Customer referred to as the “**Parties**”.

Please read these Terms before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian’s consent before accessing and using the Site. Your access to and use of the Site, including your order of Products through the Site, is subject to these Terms.

A. Compliance with these Terms

1. You agree to bound by, and comply with, these Terms by:
 - a. using the Site;
 - b. completing your registration through the Site; and/or
 - c. obtaining or ordering Products from us using the Site.

B. Changes to these Terms

2. If you have an order that has been accepted by us, the Terms that will apply to that order are the Terms that applied at the time you placed your order.
3. Subject to the foregoing, we may change these Terms at any time, and such modifications will be effective as soon as they are posted.
4. By continuing to use the Site after these Terms have been modified, you agree to be bound by the changes to these Terms.

C. Registration

5. You may complete the customer registration process through the Site before placing an order for Products through the Site.
6. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy contained on this Site (<https://www.bicsport.com/corporate/Inside-BICSport/legal-status.html>).
7. This Agreement will remain in full force and effect while you use the Site and/or are a Customer. Your account is non-transferable. You may update, edit or terminate your account at any time through the Site.

D. Ordering Information

8. This Site uses BIC Sport to manage its order fulfillment.
9. BIC Sport strives to make sure your online shopping experience will be convenient, professional, and secure.
10. BIC Sport makes it easy to find and order the special products you need. When you order and pay online, our system immediately starts working to ensure that you receive your products as soon as possible.
11. We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site. You agree to provide us with current, complete and accurate details when asked to do so by the Site.

E. Place Orders & Pay Online

12. All orders must be placed online in accordance with these Terms.
13. Orders cannot be placed, and we will not accept orders attempted to be placed, by telephone, postal mail, e-mail or facsimile.

14. Any order placed through this Site for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the order.
15. Do not send your credit card information by email under any circumstances as BIC Sport will not be responsible for the unauthorized access to, or use of your credit card or other financial information or any loss or damage resulting therefrom.
16. If you have issues using this Site, your web browser might be outdated. We recommend using a recent version of Microsoft Internet Explorer, Mozilla Firefox, or Safari. Most orders arrive within 14 days by ground delivery.

F. Acceptance or Rejection of an Order

17. We reserve the right to accept or reject your order for any reason, including without limitation if the requested Product is not available, if there is an error in the price or the product description posted on the Site or in your order.
18. Each order placed for Products through the Site that we accept results in a binding agreement between you and us for the supply of those Products.
19. For each order accepted by us, we will supply the Products in that order to you in accordance with these Terms. If we reject an order placed through the Site, then we will endeavor to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

G. Cancellation

20. Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:
 - a. the requested Products in that order are not available; or
 - b. there is an error in the price or the product description posted on the Site in relation to the relevant Product in that order; or
 - c. that order has been placed in breach of these TermsIf we do so, then we will endeavor to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these Terms.

H. Prices, Charges & Description Changes

21. All prices, pictures, descriptions, and product and ordering information on the Site are subject to change.
22. We maintain no responsibility for inadvertent errors or any errors. Please contact us within 30 days regarding price, promotion or other information discrepancies.
23. When you place your order with us, you agree to the price and Terms indicated on this Site. Price differences related to future or past prices on our Site are not refundable.
24. We will charge you, and you agree to pay, the following fees and charges in relation to an order that we accept (as applicable):
 - a. the purchase price of each Product that is ordered;
 - b. the delivery fee for delivering the Products to you; and
 - c. any other fees and charges set out in these Terms.
25. All prices and charges identified in these Terms and all prices for the Products as shown on the Site are inclusive of Goods and Sales Tax, unless otherwise indicated.
26. You acknowledge that we are not required or obliged to match any prices for any Products, including matching any prices for a Product that is available through any other online sites or global sites.

I. Payment Methods

BIC Sport accepts payment by Visa, MasterCard, American Express, Discover and PayPal.

27. The billing address you provide must match the billing address that is on file with the financial institution that issued the credit card.
28. If a credit card authorization fails, we reserve the right to cancel your order without notifying you. BIC Sport cannot resolve credit card problems with your financial institution if a credit card is declined. It is your responsibility, as a consumer, to settle credit card problems with the issuing institution.

J. Shipment & Delivery

29. After you place your order, BIC Sport will send you a confirmation email.
30. We currently only ship orders to addresses within the 48 contiguous United States including the District of Columbia. If your desired destination is not included in the available selections, you can contact us at contact-us@bicsport.com and we will provide a quote for U.S. addresses and locations outside the 48 contiguous United States including the District of Columbia. Additional shipping charges and fees will apply. Locations outside the United States will be investigated on a case by case basis to confirm if it is possible to ship and if so what the cost would be.
31. Most orders arrive within 14 business days by ground delivery. We deliver Products in our standard packaging only.
32. If the delivery is by courier, Products will not be delivered to an unattended address. The courier requires a signature from an occupant at the specified delivery address. If no one is available to sign for the Products, a card will be left and the courier re-directed to the nearest courier depot. The Customer is then responsible for collecting the parcel from that depot or paying an additional charge for re-delivery.
33. You acknowledge and agree that you may incur additional delivery fees/freight charges (in excess of the fees and charges specified above) for:
 - a. express or urgent deliveries;
 - b. bulk or large quantity orders; or
 - c. any special packaging requested by you.

K. Title & Risk

34. BIC Sport will retain full title to Products purchased by you until you have fulfilled all of your obligations, particularly by paying the full price of the order.
35. Unless otherwise specified, all risk in the Product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under these Terms, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the Product.

L. Product Returns & Process

36. You can return most new, unopened items within 30 days of purchase for a full refund, as further specified below.
37. You can only initiate a return after an order has been marked as shipped. The refund will be for the full value of the returned items, unless otherwise noted.
38. Shipping and handling fees will not be refunded. Credit for returned items will be applied to the credit method that was used to make the purchase. Returns will be applied to the purchasing credit card within 5 to 15 days of the date that the return is accepted by the fulfiller. The return credit should be reflected on your statement within one or two billing periods, depending on your financial institution's billing cycle.
39. If a restocking fee will apply to returned items, the amount of the fee will be displayed on the final checkout screen when you complete the order and is noted on the packing list included with the order.
40. If the return is due to defective products, inaccurate product descriptions, or an incorrect order, call BIC Sport to initiate the return. You may be compensated for the return shipping under these circumstances.
41. To return a product:

- a. Log into your account on the Site, obtain your order number and email us at contact-us@bicsport.com
 - b. We will email you a return number and instructions for returning your product(s).
 - c. Ship your unused product in its original unopened packaging to the address identified in our email. We may ask for a copy of invoice.
 - d. For any assistance, contact BIC Sport North America at 508-291-2770
42. As soon as we receive and process your return, we will notify you via email.
43. Only returned items that are complete, in perfect or original condition, and accompanied by a return number will be accepted. You shall endeavor to keep the returned items in their original packaging. Otherwise, the return will be deemed non-compliant and you will not receive a refund from BIC Sport. If your refund request is rejected, you will be notified by us promptly.

M. Defective Products

44. A defective item is one that is inoperable but has no apparent damage. If you receive defective merchandise, please contact us using the information provided under clause 76.

N. Damaged Products

45. If an order arrives to you with obvious shipping damage, please refuse the delivery. We strongly advise to check the apparent condition of Products on delivery, in the presence of the carrier itself.
46. You must take care when opening the Product so as not to damage it, particularly when using any sharp instruments.
47. If you have accepted delivery and then find shipping damage, please call us immediately using the contact information included with the order. Please save all packaging material and paperwork for the order if shipping damage is a possible issue. If you dispose of packaging material or attempt to return the merchandise without contacting us, you jeopardize your chances of making a claim, and you may not receive credit for the return.

O. Your Representations & Warranty

48. You covenant and warrant that, all information and data provided by you to us through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date, and that the person receiving the Products at the delivery address is authorized by you to do so.
49. You represent that you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us and you will ensure that your user ID and password (“**Credentials**”) that is used to access the Site and the details of your account is kept in a safe and secure manner. You will promptly notify us if you are or become aware that there is or has been an unauthorized use of any of your Credentials or account, or any other security breach relating to your account. Additionally, you are responsible and liable for any person that uses your Credentials to order Products through the Site. You further agree that we may charge you for all Products that we agree to supply to you that have been ordered using your Credentials through the Site.
50. You warrant and represent that you will promptly advise us of any changes to your information provided to us as part of the customer registration process and you are responsible for any costs associated with your access to or use of the Site, including Internet access fees.
51. You will check the labels on the Products before consumption or use, and you will not:
- a. use the Site for any activities that breach any laws, infringe a third party’s rights or are contrary to any relevant standards or codes;
 - b. use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens,

menaces or offends any person or which prevents any other person from using or enjoying the Site;

- c. make fraudulent or speculative enquiries, purchases or requests through the Site;
- d. use another person's details without their permission or impersonate another person when using the Site;
- e. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- f. tamper with or hinder the operation of the Site;
- g. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
- h. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
- i. modify, adapt, translate or reverse engineer any portion of the Site;
- j. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- k. reformat or frame any portion of the web pages that are part of the Site;
- l. create accounts by automated means or under false or fraudulent pretenses;
- m. use the Site to violate the security of any computer or other network or engage in illegal conduct;
- n. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- o. use the Site other than in accordance with these terms and conditions; or
- p. attempt any of the above acts or engage or permit another person to do any of the above acts.

P. Indemnity

52. You agree to indemnify and hold BIC Sport, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set forth above.

Q. Limitation of BIC Sport Responsibility

53. We accept no responsibility for damage and/or loss of parts caused by you or incurred during operation or use of products.
54. You acknowledge that the video clips and photographs contained in this Site may depict activities undertaken by qualified and highly trained professionals and/or experts. You agree not to attempt to replicate any activities shown on this Site unless you have:
- a. checked the service information and specification for the specific Product that you are using or working on as the correct method may be different to any generic example shown in this Site;
 - b. obtained advice from the relevant qualified experts, tradespeople and/or professionals;
 - c. complied with all applicable laws, regulations and by-laws; and
 - d. employed safe practices for carrying out the activities.
55. The videos and text transcript in this Site are intended to be an information source only. BIC Sport makes no statements, representations or warranties about the accuracy or completeness of the videos or clips.
56. Subject to applicable laws, BIC Sport does not accept any liability (including, without limitation, liability in negligence) for any expenses, losses, damages, costs, accidents, injuries, deaths, fines, legal proceedings, suits, or any other law violations you suffered, incurred or made against you as a direct or indirect result of your access and use of this Site and its

contents (including but not limited to the videos and the information in any films being inaccurate or incomplete in any way, and for any other reason).

R. BIC Sport Warranty & Liability

57. Our warranty policies are available on the Site at <https://www.bicsport.com/warranty.html>.
58. In our discretion, we replace the Products, supply equivalent Products, repair the Products, pay you for the cost of replacing the Products (or of acquiring equivalent Products), or pay you for the cost of having the Products repaired.
59. Where we are permitted by law (and subject to clause 60):
 - a. we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realize expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the Site or the Product.
60. Our liability to you for loss or damage of any kind arising out of this Agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

S. Termination and/or Suspension of Account

61. We may terminate this Agreement for convenience at any time on notice to you. Without qualifying the foregoing, we may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if we reasonably suspect that you have committed fraudulent acts and/or you breach these terms and conditions and:
 - a. the breach cannot be remedied; or
 - b. you fail to remedy the breach within 10 days of our notice to you of that breach; or
 - c. if there is an emergency.

T. Disclaimers

62. The information contained in this site is provided in good faith on an "as is" basis. BIC Sport does not represent or warrant to the reliability, accuracy or completeness of the information contained on this site. To the extent permitted by law, BIC Sport is not responsible or liable for any liabilities (direct, indirect or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this site. However, BIC Sport will endeavor to correct any inaccuracies on the site once BIC Sport becomes aware of them.
63. Illustrations and photos contained in this Site are sample representation of the products advertised, and variations may occur from time to time and from online sites to site.

U. Intellectual Property

64. You acknowledge that the copyright in the site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (the "**Materials**") are owned by or licensed to us, and you must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent.

65. You must not frame or embed in another website any of the material appearing on this Site without our prior written consent, however, you may:
 - a. store a reproduction of the content on this Site on your local computer for the sole purpose of viewing the content and Materials; and
 - b. print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.
66. This Site contains registered trademarks and other trademarks which are protected by law. You must not use any of the marks or trademarks appearing on the Site or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on the Site that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner's consent.

V. Circumstances Beyond Our Control ("Force Majeure")

67. We shall not be liable to you for any breach, hindrance or delay in the performance of the Agreement/order attributable to any cause beyond our reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen.
68. Either you or we may terminate the Agreement/order forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of five (5) Business Days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered).
69. If we have contracted to provide identical or similar Products to more than one customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts/orders we will perform and to what extent.

W. Governing Law

70. These Terms (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with the laws of the state of Massachusetts, USA. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

X. General Provisions

71. We shall keep a record of your order as may be required by the applicable laws. However, for your future reference, we advise you to print and keep a copy of these Terms, your order, the acknowledgement and the confirmation of order (if applicable).
72. These Terms comprise all of the clauses herein. If any clause in these Terms shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms shall be capable of continuing in effect without the unenforceable term.

73. No failure or delay by us or you in exercising any right under these Terms shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms.
74. You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with these Terms or all or any of your rights or obligations under these Terms.
75. Nothing in these Terms shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.
76. No person who is not a party to these Terms shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to these Terms its assent to any such term.

Y. Notice & Contact Information

77. Please contact our support team using the following contact information if you have any questions regarding your order to serve us a notice.
 - a. Email: contact-us@bicsport.com
 - b. Phone: 508-291-2770
 - c. Support page: <https://www.bicsport.com/customer-service.html>
78. Please provide us with your order number, name, address, and a description of the issue to assist you.

Z. No Class Action and Dispute Resolution

Any dispute with BIC Sport, or our parents, subsidiaries, affiliates, officers, directors, employees, agents or affiliates, arising under or in relation to our Websites including the use thereof and/or this Agreement shall be resolved exclusively through non-appealable arbitration with one arbitrator in accordance with the rules of the American Arbitration Association in Boston, Massachusetts. If travelling to Massachusetts is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). You agree to resolve any disputes related to our Websites, including the use thereof and/or this Agreement as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer the services at the terms designated, and that your assent is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with BIC Sport, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of our Websites or this Agreement:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.