

Terms and Conditions of Sale of Mammut Sports Group Inc.

Thank you for visiting Mammut Sports Group Inc. (“**Mammut**”)’s online store. The following terms and conditions of sale (“**Terms and Conditions**”) apply to all orders placed through the website located at mammuto.com (the “**Website**”) and delivered to a U.S. address. These Terms and Conditions may be changed by Mammut (referred to as “**us**”, “**we**” or “**our**” as the context may require) at any time, without prior notice from us, at our sole discretion. The latest version of our online store Terms and Conditions will be posted on our website. By placing an order through our website, each customer (“**you**”) agrees to the Terms and Conditions posted on our website.

These Terms and Conditions are subject at all times to the general Terms and Conditions of Use of our website and our Privacy Policy. The use of any customer information collected through the website shall be governed by our Privacy Policy.

1. Orders; Order Processing

Orders may be placed through our website by adding products to the Website’s online shopping basket and completing the checkout process. Once you place an order through the Website, you will receive an automated confirmation notice that we have received your order; however, the order will not be deemed accepted by us until we notify you that the order has shipped. We reserve the right to accept orders in part and/or reject orders for any reason.

2. Delivery

Orders through the Website may only be shipped to U.S. addresses. For orders outside the U.S., please visit Mammut Sports Group AG’s country-specific website, if available. Unless expressly guaranteed by us, any delivery periods displayed at checkout or upon confirmation of shipment are estimates.

3. Shipping

Standard shipping is free for orders worth \$75.00 (before tax) or more. For orders less than \$75.00, we will charge a flat rate of \$9.99. Any available expedited shipping options to your address will be displayed at checkout.

4. Prices; Payment

All prices posted on the Website are exclusive of applicable sales tax and shipping charges, which will be calculated and displayed at checkout. We accept Visa, MasterCard, and PayPal. If paying by credit card, you will be charged when we ship your order.

We make every attempt to ensure that all information posted to the Website is accurate. However, we cannot assume responsibility for any errors on the Website. We reserve the right to reject or cancel orders due to any errors on the Website, including inaccurate pricing or product availability information, regardless of whether we have charged you for any such canceled orders. Upon the rejection or cancellation of an order, we will refund the amount charged for the canceled order to the original form of payment.

In cooperation with [Klarna Bank AB \(publ\)](https://klarna.com), Sveavägen 46, 111 34 Stockholm, Sweden, we offer purchase on account. The payment is always made to Klarna. More information and Klarna's terms and conditions can be found here.

In case of purchase on account, the invoice amount is due for payment to Klarna, the seller's external partner, on the calendar day stated in the invoice (usually 30 calendar days after dispatch of the goods). The invoice conditions can be found here. The payment method purchase on account does not exist for all offers and requires among other things a successful credit check by Klarna. If the customer is allowed to purchase on account for certain offers after credit assessment, the payment is processed in cooperation with Klarna, to which the seller assigns his payment claim. In this case, the customer can only make payment to Klarna with discharging effect. The seller remains responsible for general customer enquiries (e.g. regarding the goods, delivery time, shipment), returns, complaints, declarations of revocation and shipments or credit notes even in case of purchase on account via Klarna.

Personal data will be handled by Klarna in accordance with the applicable data protection regulations and in accordance with the information in Klarna's data protection policy.

5. Returns

You may return any clean, unworn, unwashed, unused and unaltered product for a refund within 100 days of your receipt of such product. To return any product within the 100-day return period, please follow the return process described on the delivery note or described at: mammut.com/us/en/service/returns/. Final sale items are not eligible for return. Qualified returns will be credited to your original form of payment promptly upon receipt at our warehouse.

6. Limited Warranty

What Does This Warranty Cover?

This warranty covers any material or production defect in a product purchased through the Website. This warranty is not transferrable, and extends only to the original purchaser of such product.

What Does This Warranty Not Cover?

This warranty does not cover damage caused by accidents, incorrect use, normal wear and tear, damage caused by fire, sharp edges (such as crampons, rocks, skis, etc.), failure to comply with instructions regarding use, care and maintenance, and fading of colors due to extended UV exposure. This warranty does not cover any defects other than material or production defects.

What Will Mammut Do to Correct Problems?

Mammut will repair, replace or refund the purchase price of the defective product.

How Do Customers Obtain Service?

To process any warranty claim, please contact us at warranty.usa@mammut.com.

7. Limitation on Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY DEFECT IN ANY PRODUCT (WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THE WEBSITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Final Provisions

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law. The UN Convention on Contracts for the International Sale of Goods shall not apply to any sales of products through the Website.

All questions or controversies arising out of or in any way relating to any order submitted through the Website shall be submitted to the United States District Court for the District of Vermont or, in the event that District Court is without subject matter jurisdiction, to the courts of the State of Vermont located in Chittenden County having subject matter jurisdiction, and the parties submit themselves to the personal jurisdiction of such District Court or Vermont State Court, as the case may be.

If any term, covenant or condition of these Terms and Conditions or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of these Terms and Conditions, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by law.

(Last Updated March 11, 2020)