

GENERAL TERMS AND CONDITIONS FOR EQPE (2024-11)

EQPE e-commerce is owned and operated by SkiStar AB. Please read the terms and conditions before making your purchase.

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 eqpestore.com.

Customer: Also referred to as "you": You, in the capacity of a consumer or a trader.

Customer Service: Tel: +46 (0)280 - 855 74, email: help@eqpestore.com.

SkiStar: Also referred to as "we"/"us": SkiStar AB (publ), Reg. no. 556093-6949, 780 91 Sälffjällsgården Sälen, VAT no. SE556093694901 Tel.: +46 (0)280 - 855 74, email: help@eqpestore.com.

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

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

1 APPLICABILITY OF THESE TERMS AND CONDITIONS

- 1.1** The Terms and Conditions are applicable when the Customer orders and purchases a Good on eqpestore.com with delivery within Sweden from SkiStar and thereby enters into an Agreement with SkiStar. In addition to what is stated in mandatory legislation, the Terms and Conditions shall exhaustively regulate what applies to the Customer's purchase of Goods. SkiStar does not sell Goods to traders.
- 1.2** The Customer must always accept the Terms and Conditions in order to place an order for Goods. Persons under the age of 18 are not allowed to place orders for Goods from eqpestore.com without the consent of a guardian.
- 1.3** The fact that Goods are provided on eqpestore.com at a given time does not constitute a guarantee that these

Goods are always available. We reserve the right to discontinue the sale of any Goods 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, the Customer is considered to have accepted the Terms and Conditions.
- 1.5** The Customer is responsible for ensuring that the provided information is accurate and complete.

2 PRICES AND FEES

- 2.1** The price for various Goods as well as applicable fees is stated in Swedish Krona (SEK) including value-added tax (VAT) and specified in connection to the various Goods on eqpestore.com.
- 2.2** There may be additional charges for shipping, invoice setup, and for Goods ordered but not collected by the Customer.

3 INFORMATION

- 3.1** If there have been errors in the information provided regarding a Good's availability (e.g. due to system errors or incorrect order status), SkiStar has the right to fully or partially rescind an entered Agreement with the Customer.
- 3.2** If the price information provided at the time of entering into the Agreement was obviously incorrect, both parties have the right to fully or partially rescind the Agreement provided that such rescission is made within five (5) working days from the time the incorrectness became known to the relevant party.
- 3.3** SkiStar does not guarantee that the images or Good information provided about various Goods on eqpestore.com or elsewhere accurately reflect the actual appearance and/or characteristics of the Goods.

- 3.4** SkiStar reserves the right to any errors in campaigns and offers, such as incorrect prices, incorrect promotional codes, etc., and reserves the right to withdraw such campaigns and offers at any time.

4 DELIVERY

- 4.1** When a Good has been ordered, the Customer can either pick up the Good or order transport of the Good from SkiStar. The cost of different delivery options is presented to the Customer and accepted when the Customer enters into an Agreement with SkiStar. You can find more information about our different delivery options on eqpestore.com.
- 4.2** Goods not collected from external collection points within the time specified in the notification from the forwarder to the Customer are returned to SkiStar.
- 4.3** If Goods not collected from an external collection point are returned after the time limit specified in point 4.2, the Customer will be charged a fee of SEK 299 for costs related to SkiStar's administration, shipping, return shipping and handling.

Customer Rights

- 4.4** In case of delayed/non-delivery, SkiStar is in default. In case of default, the Customer should contact Customer Service.
- 4.5** The Customer is entitled to insist on the purchase and demand that SkiStar fulfil the purchase. However, SkiStar is not obliged to fulfil the purchase if there is an obstacle that SkiStar cannot overcome or if fulfilment would require sacrifices that are not reasonable in view of the Customer's interest in SkiStar fulfilling the purchase. If a situation mentioned above ceases within a reasonable time, the Customer may however demand that SkiStar fulfil the purchase.
- 4.6** The Customer may withdraw from the purchase if



SkiStar's delay is of significant importance to the Customer or if the Customer has informed SkiStar before the conclusion of the contract that delivery of the Goods by a certain date is decisive for them to enter into the contract. The Customer may also withdraw from the purchase if SkiStar informs that the company will not deliver the Goods.

- 4.7 If the Customer has requested that SkiStar deliver the Goods within a specified additional period and if the additional period is not unreasonably short, the Customer may also revoke the purchase if the Goods are not delivered within the additional period. While the additional period is running, the Customer may revoke the purchase if SkiStar does not fulfil the purchase within this time. If the Customer has requested fulfilment of the purchase without specifying any additional period, the Customer may revoke the purchase if the Goods are not delivered within a reasonable time after the request was made.
- 4.8 The Customer is entitled to compensation for the damage suffered due to SkiStar's delay, unless SkiStar can show that the delay was due to an obstacle outside its control which it could not reasonably have foreseen at the time of purchase and the consequences of which it could not reasonably have avoided or overcome.
- 4.9 If the delay is due to someone that SkiStar has hired to fully or partially fulfil the purchase, SkiStar is only exempt from liability for damages if the person that SkiStar has hired is also exempt according to point 4.8. The same applies if the delay is due to a supplier that SkiStar has hired or any other in the previous sales chain.
- 4.10 If the Goods have been delivered late, the Customer may not revoke the purchase or claim damages due to the delay, unless they notify SkiStar of their revocation of the purchase or their intention to claim damages within a reasonable time after they became aware of the delivery. If the Customer revokes the purchase, however, they do not need to separately notify that they also wish to claim damages.

5 EXTERNAL TRANSPORT COMPANIES

SkiStar hires external transport companies to deliver the Goods. The Customer, however, enters into an Agreement directly with SkiStar and also pays SkiStar. The external transport companies may contact the Customer to agree on specific delivery dates, obtain information about delivery conditions, etc.

6 DAMAGES OCCURRING DURING TRANSPORT

- 6.1 SkiStar is responsible for Goods damaged or lost during transport to the Customer, subject to the limitations set out in these Terms."
- 6.2 The risk of the Goods passes to the Customer as soon as the Customer has taken delivery of the Goods from the external carrier or from a third-party collection point. If the Customer has agreed with the external carrier that the Goods will be delivered to a delivery address without personal receipt, the risk of the Goods passes to the Customer upon delivery.
- 6.3 The Customer must immediately upon collection or receipt of the Goods carefully inspect the Goods to ensure that they are not damaged. Any damage or defects must be reported and noted on the transport document provided by the external transport company or delivery point. The Customer must then contact Customer Service. The Customer must retain the Goods' packaging and packaging in the event of a transport damage.

7 PAYMENT

- 7.1 The Customer can use the following payment methods when paying for the Goods: (i) card payment via VISA, MasterCard, Maestro and Eurocard, (ii) Klarna invoice or Klarna instalment payment or (iii) direct payment via bank.
- 7.2 No fees apply for card payment or Klarna invoice payment. To purchase on invoice, the Customer must be over 18 years of age. The Customer must not have any payment remarks or previous unpaid claims from Klarna.

- 7.3 Once the purchase process is completed, the Customer will receive an order confirmation sent to the provided email address. The Customer is obliged to provide a correct email address and inform epestore if the email address changes.

Payment by card

- 7.4 If a card payment is approved, the amount will be reserved immediately. The amount will be deducted from the Customer's account when SkiStar sends the Goods. If a card payment is not approved, the order will be cancelled. If the Customer has any questions regarding this, they should contact their bank or card provider. In the event of a return, the money will be refunded to the same card the payment was made with."

Direct Bank Payment

- 7.5 The "Pay Now" service is provided by Klarna. The Customer pays securely by bank transfer or the payment is debited from the Customer's bank account. For bank transfer, the Customer enters their bank details in the secure payment window from Klarna. For more information or questions, please refer to klarna.com or Klarna's Customer Service.

Invoice and instalment payment

- 7.6 SkiStars' Pay Later services are provided by Klarna. As soon as the Customer's order has been shipped, the Customer will receive information from Klarna about how and when to pay. For more information or questions, please refer to klarna.com or Klarna's Customer Service.

8 WARRANTY CLAIMS

- 8.1 SkiStar is only responsible for defects existent or inherent at the time of delivery. For example, SkiStar is not responsible for defects caused by normal wear and tear. The Customer must report the defect to SkiStar within a reasonable time after the defect is discovered, but no later than three (3) years from the time the

Customer receives the Goods. After three (3) years, the Customer loses the right to claim the defect.

- 8.2 The Customer does have the right to choose between SkiStar remedying the defect or providing a defect-free Good, if it can be done without unreasonable cost to SkiStar. If remedying or re-delivery is not possible or does not take place within a reasonable time after the complaint or cannot be done without significant inconvenience to the Customer, the Customer may demand a price reduction corresponding to the defect.
- 8.3 If remedial action or price reduction is not possible or does not take place within a reasonable time after the Customer has complained about the defect, the Customer may cancel the purchase. In the event of cancellation, the Customer may cancel the purchase and exercise the rights provided by mandatory laws.
- 8.4 In order to enable a claim, the Customer must be able to show that the purchase was made at SkiStar. Therefore, the Customer should save the order confirmation and payment reference as proof of purchase.

9 RIGHT OF WITHDRAWAL

- 9.1 The Customer always has a fourteen (14) day right of withdrawal according to law. SkiStar offers the Customer thirty (30) days of withdrawal, i.e. the right to, without giving any reason, return or exchange the Goods within thirty (30) days from the time the Customer receives the Goods or a substantial part of it.
- 9.2 The right of withdrawal does not apply to Goods manufactured or altered in accordance with the Customer's specific requirements.
- 9.3 If you wish to exercise your right of withdrawal, we ask you to notify us, preferably by following the instructions on the return form included in the package upon ordering. The Customer must have notified us before the withdrawal period specified in point 9.1 has expired in order to be considered to have exercised their right of withdrawal in time.

- 9.4 You are welcome to use SkiStar's form for exercising the right of withdrawal which can be found [here](#). 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. Contact Customer Service if you have any questions. If you wish, you can use the standard form for exercising the right of withdrawal provided by the Swedish Customer Agency, which is available [here](#).
- 9.5 In order to enable a claim, the Customer must be able to show that the purchase was made at SkiStar. Therefore, the Customer should save the order confirmation and payment reference as proof of purchase.

10 RETURNS AND EXCHANGES

- 10.1 SkiStar guarantees full refund of returned Goods in accordance with point 9, provided that the Good is unused, returned in undamaged original packaging and with all labels and accompanying manuals. For purchases of hygiene articles, underwear and swimwear, the seal must not be broken. The Customer is obliged to compensate SkiStar in the event of a reduction in value of the Good due to the Customer handling the Good to a greater extent than necessary. In such cases of reduction in value, SkiStar is entitled to deduct the amount when refunding the Customer.
- 10.2 After the return has been received and approved, the refund will be made within fourteen (14) days from the date SkiStar receives the return. The refund will be made in the same way as the payment was received, if possible.
- 10.3 For returns and exchanges, the Customer is responsible for the Goods during the return journey until SkiStar receives the Goods. The Customer is obliged to package and handle the Goods in a way that prevents them from being damaged during transport.

- 10.4 In order to enable a possible return or exchange, the Customer must be able to show that the purchase was made at SkiStar. The Customer should therefore save the order confirmation and payment reference as proof of purchase.
- 10.5 For returns, a shipping fee of SEK 49 will be charged by SkiStar by deducting it from the refund amount. SkiStar covers free exchanges per shipment provided that SkiStar's return shipping label is used. If SkiStar's return shipping label is not used, SkiStar has no possibility to cover the return shipping cost.
- 10.6 More information about returns and exchanges can be found on [eqpestore.com](#). For information or help with returns not covered by the returns form and 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 beyond its control, such as war, labour dispute, lockout, fire, flooding, shortage of transport or energy, governmental action, new or amended legislation, epidemic/pandemic or other comparable circumstances, SkiStar shall be relieved from its obligation to pay damages and other penalties, provided that SkiStar informs the Customer of the situation within a reasonable time. As soon as the obstacle has ceased, the obligation shall be fulfilled in the agreed manner. If such delay exceeds two (2) months, both the Customer and SkiStar shall have the right to terminate the Agreement with immediate effect without any obligation to pay damages. The provisions of this clause shall not deprive the Customer of his rights as set out in paragraph 9.
- 11.2 In addition to what is stated in these Terms and Conditions and what follows from mandatory consumer law, SkiStar has no liability towards the Customer for defects, delays or damages. SkiStar is only liable for such damage that the Customer could not limit or avoid. Furthermore, SkiStar is never liable for loss in business

activity.

11.3 Subject to point 11.4, SkiStar's total liability to the Customer for any loss or damage arising in connection with this Agreement is limited to a maximum of 100 % of the value of the Customer's order for the Good(s).

11.4 SkiStar's limitation of liability in these Terms and Conditions shall not, in any circumstances, exclude or limit its liability for fraud, death or personal injury caused by SkiStar's negligence or any other loss that cannot be excluded or limited by applicable law.

12 PERSONAL INFORMATION

SkiStar is the data controller for the personal data we process about you when you contact us. Our processing always takes place in accordance with applicable data protection legislation and our current privacy policy, which you can find [here](#).

13 REVIEWS

When you have completed a purchase on [eqpestore.com](#), you are offered the opportunity to leave reviews about the Good/Goods you have purchased. The review service is provided by Testfreaks and you will receive an email to the email address you provided at your purchase with the opportunity to review the Good/Goods. In the event that you leave a review, you grant a right to SkiStar to publish it on [eqpestore.com](#) as well as in other channels and media together with your name. SkiStar reserves the right not to publish and/or remove your review. This may for example occur if you return your Good.

14 INVALIDITY OF PROVISIONS

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

15 INTANGIBLE RIGHTS

All intellectual property rights, such as trademarks and copyrights, on [eqpestore.com](#), belong to SkiStar and its subsidiaries or licensors. Any use of [eqpestore.com](#) or its content, including copying or storing such content in whole

or in part, other than for your own personal, non-commercial use, is prohibited without the written permission of SkiStar.

16 MISCELLANEOUS

16.1 We reserve the right to change these Terms and Conditions as needed without prior notice to you. The version of the Terms and Conditions applicable to your order is the version available on [eqpestore.com](#) at the time you place your order.

16.2 These Terms and any Agreements entered into between you and SkiStar, including the Agreement, shall be interpreted and applied in accordance with Swedish law. Any disputes arising here from shall be finally settled by the court either in the country in which SkiStar is domiciled (Sweden) or in the court of the place where the Customer is domiciled.

16.3 You also have the right to submit your complaint to the EU's Online Dispute Resolution (ODR) platform. The ODR platform offers consumers and businesses in the EU the opportunity to try to resolve disputes outside of court concerning complaints about Goods purchased online. The portal is designed as a user-friendly and interactive website that is free of charge and available in all official EU languages. By using the ODR platform, the consumer and the business can find an alternative dispute resolution body and then go through the process to find a solution to the consumer's complaint. The ODR platform can be found [here](#).

16.4 For questions regarding the meaning of these Terms and Conditions or procedures for exercising the right of withdrawal, complaints, handling of transport damages or other, please contact Customer Service.

16.5 SkiStar wants Good partnerships and carefully selects suppliers and partners. SkiStar always strives for all suppliers and partners to commit to following our Supplier and Partner Code of Conduct. You can access it [here](#).