

DSI SPORTS INDIA GENERAL TERMS AND CONDITIONS

We are a wholesale company which consists of the sale of goods to retailers, industrial, commercial, institutional, or other wholesalers and related subordinated services. All our Customers shall submit to DECATHLON SPORTS INDIA (DSI) a photocopy of a valid certificate of Registration along with a completed registration form, the signed General Terms and Conditions of Sale and authorisation letter (if the authorised signatory further authorises another person of the organisation). The submitted documents for registration must be true, complete and correct. Any liability or damages arising to DSI due to any wrong declaration or due to a purchase made in violation of this agreement shall be indemnified to DSI by the Customers. Persons below the age of eighteen years cannot be authorised. The present Terms and Conditions of Sale have been drawn up exclusively to govern dealings between DSI and any organisation making a purchase via DSI's website or directly at DSI's distribution centre, hereinafter referred to as "the Customer", and together as "the Parties".

DEFINITIONS: Protected Elements: All the elements protected in conformance with the rights of Intellectual property - Territory: As a defined area, including INDIA only.

PRODUCTS: The Customer can take a close look at DSI's website or catalogues for a complete description of the products. In spite of DSI doing its best to describe and present the articles being sold on the website as accurately as possible, some product characteristics may be altered slightly. Despite all precautions by DSI, there may be inadvertent errors, and DSI shall not under any circumstances be held liable should this arise. The photographs of products shown on DSI website and/or catalogues are not contractually binding. Under no circumstances may DSI be held liable on the basis of said photographs.

PRICES: The prices displayed on products are expressed in Indian Rupees and shall include all taxes applicable by law. Product prices shall not include delivery charges, the cost of certain forms of packing or charges for certain optional services selected by the Customer. DSI shall have the right to refuse or cancel any orders placed by the Customer.

DELIVERIES: The Products will be delivered only at the Organisation's registered address. If the Organisation has branches in the same State, the address proof of the branches must be provided. If the Organisation has branches in different States, every branch must be registered with us in case of delivery to the concerned State. Transfer of Risks In the case of delivery by a transporter, DSI shall be responsible for all risks until the transporter takes charge of the order. DSI shall make the products available to the Customer at the branch address communicated by the Customer. In case of inter-state delivery, the relevant documents for shipment must be provided. In the event of any anomaly (spoilt, tampered packaging, missing, spoilt or broken products), the Customer must immediately provide details of the anomaly to DSI. The delivery charge paid by the Customer shall cover the preparation and dispatch of the packages, the cost of transportation calculated on the basis of the weight and destination of the products ordered and all the insurance costs.

PAYMENT: For online purchases, Customer may pay for his/her purchase by using an EFT (Electronic Fund Transfer) or credit card belonging to the respective. When purchase is made at a DSI Store, the payment should be either by cash (Indian Rupees) or Member's credit/debit card acceptable by DSI (MasterCard, Visa and Maestro).

RETURNS: The Customer may return his product for any one of the following two reasons: a non compliance with the order or damage to product during transport (for home delivery only). Only those products returned complete, in perfect condition and in their original packaging shall be accepted. The Customer must check the condition of the package on delivery or purchase. The Customer may within 2 working days from receipt of the product apply to DSI to exchange the product. If the product is no longer available, DSI shall refund the price that the Customer has already paid for the product. If the amount is above Rs. 5000/- DSI shall reimburse the amount by issuing a cheque within 2 working days. The Customer agrees that these conditions for any return and/or repair / warranty specified shall be applicable only when the customer follows the above procedure related to 'Returns'. Note: Refund of money on any purchase and exchange is subject to above specified conditions.

WARRANTY & DEFECTIVE PRODUCTS: The Customer undertakes to take all the necessary measures to preserve in good condition all the products ordered. Term: Most of the DSI brand products are covered by a contractual one year warranty unless otherwise specified on the product or its packaging or by DSI at the time of

sale. However, this warranty shall not apply in the case of natural wear and tear of the product, damage caused by negligent use of the product, or by use in a manner for which the product was not intended. Defective products: DSI proposes an after sales service, allowing the products to be covered. In the event where a product is defective, DSI will replace the said products subject to the above conditions.

INTELLECTUAL PROPERTY: DSI is the owner of all the rights of intellectual property attached to the products ordered by the Customer. DSI reserves the right to proceed to the necessary formalities with the aim of their protection on the Territory. DSI undertakes to the Customer a non exclusive right of use on the brands and Protected Elements owned by DSI. The Customer recognises the existence and validity of the trademark applications or registrations and use of DSI's products and undertakes never to challenge their validity, registration and use in the Territory. The Customer undertakes not to derive any right from the use of DSI's products and undertakes never to attempt to register, directly in his name or indirectly by a third party, any identical or confusingly similar trademark or internet domain name that may infringe DSI's trademarks or constitute unfair competition. In case the Customer applies for or uses any identical or similar trademark or domain name to DSI's products, he shall immediately take all necessary actions, at his own expense, to cancel or transfer the infringing trademarks or domain names to DSI upon DSI's first demand. The Customer undertakes to inform and to immediately notify DSI of illicit imitation and more generally of any unfair competition practices based on the Protected Elements.

RETENTION OF TITLE: Title to the products ordered by the Customer shall remain vested in DSI and shall not pass to the Customer until the purchase price for the products ordered has been paid in full and received by DSI.

LIABILITY – FORCE MAJEURE: DSI may not be held liable in the case of a failure to fulfil its contractual obligations as a result of circumstances beyond its control or a « force majeure » occurrence. Under no circumstances may DSI be held liable for losses of profit, business losses, loss of data or loss of earnings, or for any other indirect loss or loss that was not foreseeable when the website was used or when the contract of sale was entered into by the Parties.

PROTECTION OF PERSONAL DATA: All the personal information collected from the Customer is needed for processing and dispatching the order and for drawing up the appropriate invoice. With the exception of the Decathlon GROUP, the personal data obtained by DSI from the Customer will not be disclosed to any other third organization for the purposes of direct marketing or for any other commercial gain. All or part of this information may be circulated by DSI to its contractual partners for the purposes of processing the payments received, executing the order, and in particular to transport the products ordered. The Customer is entitled to access, modify or delete the data submitted concerning him. For this purpose, the Customer may alter his personal information directly through the "My Account" section of the DSI website or by contacting the Company at the contact address specified in DSI website. Online orders: DSI undertakes to protect the data provided by the Customer in accordance with the provisions of the Information Technology Act, 2000. **CONFIDENTIALITY:** All the information and data concerning DSI to which the Customer may have access in the context of their commercial relationship is confidential whether it relates to technical, commercial or economic elements, and shall be kept confidential.

MEMBERSHIP CARD: Members should always carry their Membership Card to purchase from DSI. This Membership card is issued for the purchase and usage by Members only. DSI can stop the transaction if it is found that the Membership card has been misused by the Member or any other person. Members shall be liable to indemnify DSI for any liability arising to DSI on such misuse by the Member or any authorised representative. DSI reserves the right to cancel the membership with immediate effect upon proved misconduct on part of the Member. In the event the member does not make a purchase within 3 months of registration, the membership will be terminated and a fresh should be made if required.

LOSS OF CARD OR PASSWORD FOR ONLINE PURCHASE: The member is fully responsible for their own Membership Card and/or password for online purchase. The member is responsible to intimate the loss of the card to DSI Customer Care immediately to avoid misuse of the same. The Member should indemnify DSI for all liabilities arising out of such misuse of the Membership Card issued to the Member. The Member is responsible to intimate DSI on knowledge of their password being lost or hacked and is solely responsible to indemnify DSI for misuse of online membership transactions. This includes usage of non-member credit or debit card for purchase of products.

TERM & TERMINATION: This agreement is contracted for an unspecified duration starting on the date of execution hereof. The Parties shall be entitled to terminate this agreement at any time by giving notice with

reasonable time period specified by email to the other party or by registered letter with proof of receipt. In the event that either party does not honor its obligations under this contract and that any such breach is not remedied within fifteen days of that party having received notice of the alleged breach from the other party, which notice shall be sent by registered letter with proof of receipt, the notice period shall be one month. Termination of this agreement in accordance with the conditions as stated above shall not render DSI liable to pay any damages whatsoever. Upon termination of the contract, DSI undertakes to maintain the current orders and the Customer undertakes to honour the said orders and, once they have been filled, to return all the confidential information relating to the commercial relation belonging to DSI within 15 days. The Customer will then cease to use all intellectual property rights belonging to DSI. In the event the authorised person is no longer in the company, the registered company must inform DSI to deactivate the concerned person's authorisation. DSI shall not be held liable for any misuse of such membership cards.

APPLICABLE LAW AND JURISDICTION: The present General Terms and Conditions of Sale shall be construed in accordance with the applicable laws of India. Any disputes that cannot be resolved on an amicable basis shall fall within the exclusive jurisdiction of the Courts at Bangalore. The authorized representatives of DSI and the Customer agree to the above Terms and Conditions the day mentioned herein below.