

DECATHLON 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 professional business users or other wholesalers and related subordinated services.

All our Customers shall submit to DECATHLON SPORTS INDIA a photocopy of a valid Business Registration along with a completed registration form, the signed General Terms and Conditions of Sale and authorisation letter (if the person signing the decathlon registration form and terms and condition is not a authorised signatory of the organisation). The Customer registration form provided by the Customer must be true, complete and correct. Any liability or damages arising to DECATHLON SPORTS INDIA due to any wrong declaration or due to a purchase made in violation of this agreement shall be indemnified to DECATHLON SPORTS INDIA by the Customers.

The present Terms and Conditions of Sale have been drawn up exclusively to govern dealings between DECATHLON SPORTS INDIA PRIVATE LIMITED, organized and existing under the laws of Indian, hereinafter referred to as "DECATHLON", and any company making a purchase via DECATHLON's website or directly at DECATHLON'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 DECATHLON's website or catalogues for a complete description of the products. In spite of DECATHLON 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, for example to improve product quality. Equally, despite all precautions by DECATHLON, there may be inadvertent errors, and DECATHLON may not under any circumstances be held liable should this arise. Likewise, the photographs of products shown on DECATHLON website and/or catalogues are not contractually binding. Under no circumstances may DECATHLON be held liable on the basis of said photographs.

PRICES The prices displayed on products are expressed in Indian Rupee 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. Decathlon shall have the right to refuse or cancel any orders placed by the Customer.

DELIVERIES Transfer of Risks In the case of a home delivery by a transporter DECATHLON shall be responsible for all risks until the transporter takes charge of the order. In the case of a pick up at DECATHLON's distribution centre DECATHLON shall make the products available to the Customer at the place agreed by the Parties and shall be responsible for all the risks until delivery to said place. Delivery at the customer's address by a delivery company: DECATHLON strongly recommends that the Customer checks the apparent condition of the product on delivery. In the event of any anomaly (spoilt, tampered packaging, missing, spoilt or broken products), the Customer must within 24 hours provide details of the anomaly to DECATHLON by sending a statement by email. 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 The Customer may pay for his/her purchase by using an EFT (Electronic Fund Transfer), credit card belonging to the respective member or cheque to DECATHLON's account ; when the purchase is by cheque is on realisation only. Whereas when the member purchase in Decathlon Store, the payment should be only by cash or credit card acceptable by Decathlon. Note; cash is only by Indian Rupees

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. Non compliance with the order: Only those products returned complete, in perfect condition and in their original packaging shall be accepted. Article defective due to the delivery company; The Customer may check the condition of the package on delivery for online or business to business purchase, if its in Decathlon Store applicable to check the products on purchase, and must provide details of all defects to DECATHLON. The Customer may within 2 working days from receipt of the product apply to DECATHLON to exchange the product if the product is no longer available, DECATHLON shall refund the price that the Customer has already paid for the product, or shall propose to the Customer a credit note. The Customer agrees these conditions for any return and/or repair / warranty specified shall be applicable only when the customer get / bring such products to Decathlon contact address specified herein in this terms and conditions. Note : No refund of money on any purchase and exchange is subject to above specified condition.

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 products sold by DECATHLON are covered by a contractual one year warranty unless otherwise specified on the product or its packaging or by DECATHLON 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: DECATHLON proposes an after sales service, allowing the products to be covered. In the event where a product is defective, DECATHLON will replace the said products.

INTELLECTUAL PROPERTY DECATHLON is the owner of all the rights of intellectual property attached to the products ordered by the Customer. DECATHLON reserves the right to proceed to the necessary formalities with the aim of their protection on the Territory. DECATHLON undertakes to the Customer a non exclusive right of use on the brands and Protected Elements owned by DECATHLON. The Customer recognises the existence and validity of the trademark applications or registrations and use of DECATHLON'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 DECATHLON'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 the seller trademarks or constitute unfair competition. In case The Customer applies for or uses any identical or similar trademark or domain name to DECATHLON's products, he shall immediately take all necessary actions, at his own expense, to cancel or transfer the infringing trademarks or domain names to DECATHLON upon DECATHLON's first demand. The Customer undertakes to inform and to immediately notify DECATHLON 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 DECATHLON and shall not pass to the Customer until the purchase price for the products ordered has been paid in full and received by DECATHLON.

LIABILITY – FORCE MAJEURE DECATHLON may not be held liable in the case of a failure to fulfill its contractual obligations as a result of circumstances beyond its control or a « force majeure » occurrence. Under no circumstances may DECATHLON 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 DECATHLON 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 DECATHLON 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 DECATHLON website or by contacting the company at the contact address specified in Decathlon Indian website. Online orders: DECATHLON 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 DECATHLON 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 secret.

MEMBERSHIP CARD Members should always carry their Membership Card to purchase from Decathlon, this Membership card is issued for the purchase and usage by Members only, decathlon can stop the transaction, if it found the Membership card been misused by Member or any other person, and members shall be liable to indemnify Decathlon for any liability arising to decathlon on such misuse by member or by its authorised representative.

LOSS OF CARD AND PASSWORD FOR ONLINE PURCHASE The member is only responsible for their respective Membership Card and/or password for online purchase. The member is responsible to intimate loss of card to Decathlon Customer Care immediately on such event to avoid misuse of the membership card. Member should indemnify Decathlon for all the liability arising out of such misuse of the Membership Card issued to the Member. Member responsible to intimate Decathlon on knowledge of password hacking and member is solely responsible to indemnify Decathlon 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, if the mail for termination from members to Decathlon required to be send to Decathlon customer care

In the event that either party does not honour 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 DECATHLON liable to pay any damages whatsoever. Upon termination of the contract, DECATHLON 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 DECATHLON within 15 days. The Customer will then cease to use all intellectual property rights belonging to DECATHLON.

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 DECATHLON and The Customer agree to the above Terms and Conditions the day mentioned herein below.

Date:

DECATHLON SPORTS INDIA PVT LTD

Customer or Authorized Signatory Signature: