

GENERAL TERMS AND CONDITIONS OF SALE OF AMER SPORTS WINTER & OUTDOOR COMPANY

These General Terms and Conditions of Sale ("General Terms") shall apply to all orders and contracts of sale ("Contracts") regarding the sale of products ("Product") of Amer Sports Winter & Outdoor Company ("ASWO") to its customer ("Customer").

1. Application of the General Terms

1.1. General Terms shall govern the Contracts to the exclusion of any discrepant terms of the Customer, unless such terms of the Customer are confirmed by ASWO in writing. 1.2 Deviations from these General Terms shall only be binding on ASWO if they are expressly accepted by ASWO in writing. The representations of ASWO' agents or employees are not valid unless confirmed by ASWO in writing.

1.3 The Product Specific Conditions apply to the Contract in addition to the General Terms.

1.4 These General Terms shall be effective as of April 7, 2011 and they shall remain in force until further notice. The General Terms and the Product Specific Conditions are subject to change from time to time. Such changes shall be applicable to the Customer after a period of thirty (30) days from the notice of ASWO. These General Terms shall replace any deviate general terms and conditions of ASWO and shall apply to agreements concluded before these terms entered into force. The Customer shall not assign the Contract or any part of it without prior written consent of ASWO. ASWO has the right to assign the Contract, the receivables or any part of it to any person, firm or company, by giving prior written notice to the Customer.

2. Orders

All orders are subject to ASWO' confirmation and shall not be binding as a Contract between the parties unless confirmed by ASWO in writing.

3. Delivery

Any dates quoted for the delivery are not binding and the ASWO shall not be liable for any delay in delivery. Time for the delivery shall not be of essence unless previously agreed by ASWO in writing. The liability of ASWO for non-delivery of the Products shall be limited to replacing Products.

4. Price and Terms of Payment

4.1 The Price of the Products shall be the price of ASWO' price list in force at the time of the acceptance of the Order unless otherwise agreed in writing. The ASWO' price list is subject to changes from time to time.

4.2. ASWO reserves the right, by giving notice to the Customer at any time before delivery to increase the prices of the Products to reflect any increase in the cost of the Products to ASWO which is due to any events beyond the control of ASWO. ASWO will furnish evidence hereto, if requested by the Customer.

4.3. The Price is exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Products.

4.4. If the parties have not otherwise agreed in writing, the payment term shall be thirty (30) days net from the date of the invoice.

4.5. All amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest contract rate allowed by law, whichever is less, from the date due until paid, which interest shall be added to the unpaid amount due and owing by Customer to ASWO.

4.6. ASWO has the right to check the Customer's credit information and is entitled to require an advance payment or a security from the Customer, if ASWO considers this necessary to secure its receivables on the basis of the Customer's credit information, payment behaviour or any other justifiable reason. ASWO does not pay interest on advance payments or securities.

5. Risk and Title

5.1. The Products are at the risk of the Customer from the time of delivery.

5.2. Delivered Products shall – to the extent permitted by the law of the Customer's country – remain the property of the ASWO until the whole sum payable under the contract is paid. Until the ownership has passed the Customer shall maintain the Products in satisfactory condition and store them separately. The Customer shall insure the Products or when reselling the Products, before ownership has passed to it solely, assign the receivables to ASWO. Any such resale shall be affected in the ordinary course of the Customer's business at full market value.

6. Exclusion of Liability

When ASWO is liable to the Customer for damages by virtue of the sale and purchase of the Products, said damages shall never exceed the net invoiced value of the relevant delivery nor include consequential or indirect damages, including but not limited to loss of profit, loss of business reputation or opportunity. Nothing in these General Terms excludes or limits the liability, if the damage is caused by gross negligence or wilful act or personal injury or damage to privately owned property is caused.

7. Defects, Warranty

7.1. Products may have a warranty ("Warranty") which is the Warranty received from the supplier of the Product, which may vary on a case-by-case basis. ASWO assigns the said Warranty to the Customer. ASWO shall not have any liability for the warranties given by the Customer, which exceeds this Warranty.

7.2 The return procedure of the Product is as defined in the Warranty.

7.3 The Warranty is exclusive and in lieu of any implied warranties of merchantability or fitness for particular purpose.

7.4. No claim based on defects in quality shall be allowed in respect of the Product which has been altered, neglected, improperly stored, damaged or used by the Customer in any manner which adversely affects its performance.

7.5 The liability of ASWO for defects in quality shall be limited, at the sole election of ASWO, to replacing or repairing the Product or refunding of the purchase price, unless otherwise required by the applicable mandatory law.

7.6 ASWO may track certain Products by serial number from source to Customer for safety and distribution purposes. The Customer is expected to assist ASWO should tracking of a Product to the end user via the serial number become necessary.

8. Force Majeure

ASWO reserves the right to defer the date of delivery or cancel it or reduce the volumes, if it is prevented from or delayed in the carrying out of its business due to circumstances beyond the reasonable control of ASWO including but not limited to acts of God, governmental actions, war or national emergency, acts of terrorism, protest, riot, fire, explosion, flood, lockouts, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies or suitable materials. If the event in question continues for a continuous period of more than ninety (90) days, the Customer shall be entitled to give notice in writing to ASWO to terminate the Contract. ASWO does not have any liability, when the Contract is terminated due to this Clause 8.

9. Internet Sales

A previous written acceptance of ASWO is required for the resale on internet by the Customer. ASWO gives the acceptance, if the Customer acknowledges and complies with the regulations of the Internet Policy. ASWO has the right to cancel its acceptance at any time in the case of non-compliance with the Internet Policy.

10. Intellectual Property rights and trademarks

10.1 The Customer is obliged to offer for sale and market the Products bearing the ASWO's trademarks in the form supplied to it without any changes.

10.2 None of the intellectual property rights of ASWO, including but not limited to trademarks, domain names, business names, labels, registered designs and patents shall be used by the Customer without express consent. When such consent for use is received, the Customer is obliged to comply with "Brand Guidelines" on the use of trademarks and other intellectual property rights as published from time to time. A copy of the Brand Guidelines is available on request.

10.3 The Customer does not have the right to register ASWO trademarks, domain names, sub-brand names or other business names which could be confused with the ASWO trademarks, sub-brand names or other business names.

10.4 The Customer shall inform ASWO without delay, when it comes to its knowledge that the rights mentioned above in this Clause are being infringed by third parties or products are being copied or counterfeited.

10.5 The Products are not licensed or intended for resale outside of the USA.

11. Confidentiality

The Customer undertakes to keep all confidential materials, information and trade secrets received from ASWO strictly confidential and not use the said information or trade secrets for any other purpose than the implementation of the Contract. The Customer is

responsible for the fact that all of his employees and any subcontractor agree to the aforementioned confidentiality provisions. The confidentiality obligation shall survive the termination of the Contract.

12. Termination

12.1 ASWO is entitled to close the account of the Customer and suspend further deliveries with two (2) months notice period. The notice of termination shall be given in writing to Customer's address or e-mail address, as described in the Customer Contract.

12.2. The right of ASWO to termination as defined above in 12.1 does not affect ASWO' right to immediately terminate the Contract or suspend any further deliveries, if

- the Customer, has failed to pay the overdue receivable within fourteen (14) days of sending of the reminder
- the Customer does not provide the advance payment or security as defined in the Clause 4.5.
- liquidation or bankruptcy proceedings have been instituted against the Customer, or insolvency of the Customer.
- Customer has breached his contractual obligations, and has not remedied his breach within fourteen (14) days from Amer Sport's written request.
- the Customer has permanently discontinued to perform the activities hereunder.

13. Winding up procedure

Forthwith upon termination of the Contract the Customer shall at once cease all use of ASWO' or ASWO Groups' trademarks, names, labels and all intellectual property rights and return at its own cost any unused promotional materials provided by ASWO.

14. No Waiver

Failure or delay by ASWO in enforcing or partially enforcing any provision of the General Terms or the Contract shall not be construed as a waiver of any of its rights hereunder.

15. Notices

Any notices shall be given in writing to ASWO' address, fax number or e-mail address as indicated on the Customer Contract or communicated later on.

16. Applicable Law

16.1 These General Terms as well as any other terms and conditions that form the Contract for the Products to be sold hereunder shall be interpreted and construed in accordance with the laws of the State of Utah.

16.2 All disputes arising out of or in connection with the sale of Products hereunder shall be submitted to the courts of the State of Utah.