



Effective: September 1, 2006

## TERMS & CONDITIONS OF SALE

**1. Scope of Appointment:** BIC Sport North America, Inc. ("BSNA") products will be sold only through Dealer's outlet location(s). No BSNA products shall be purchased from any source other than BSNA unless otherwise expressly authorized in writing by BSNA. All BSNA products purchased by Dealer are purchased solely and exclusively for Dealer's resale to end-users and Dealer shall not sell any BSNA product to another dealer, retailer, wholesaler, or broker unless otherwise expressly authorized in writing by BSNA.

**2. Minimum Order Requirement:** Minimum order requirements are defined by product line and are referenced in the current booking program.

**3. Acceptance of Orders:** Shipment will depend on Dealer's credit standing and compliance with these Terms and Conditions at the time of shipment. All prices are subject to change without notice. If an ambiguity or inconsistency exists between these Terms and Conditions and Dealer's business forms, these Terms and Conditions shall govern.

**4. Special Order Charges:** Charges for single quantity Special Orders and Drop Ship Special Orders are defined on separate Drop Ship Policy program.

**5. Method of Payment:** Payment may be made by wire transfer, company check or credit card (MasterCard or Visa only). For any COD shipment: company check accepted. Past due invoices paid by credit card will be subject to a 2% finance charge. Accounts with past due amounts greater than 15 days will be charged 1½ % per month and will lose credit availability until account is made current.

**6. Suggested Retail and Minimum Advertised Prices; Advertising Policy:** Suggested Retail Prices are listed for reference only. Dealer is free to sell merchandise at whatever retail price it may choose. BSNA will not accept printed prices below suggested retail price printed on the Confidential Dealer Price List on any medium including, but not limited to, direct mail materials, advertisements, internet mail or websites. BSNA requires copies of all printed direct mail materials, advertisements and internet listings to be sent to BSNA in advance of publication.

**7. Cancellation:** Any request for cancellation must be made through the authorized BSNA sales representative. A request to cancel an order entered into BSNA's order system must be made at least 30 days prior to scheduled ship date.

**8. Shipments:** Shipments may be shipped at BSNA's discretion prior to the requested ship date, unless otherwise instructed by Dealer in the booking order. Such shipments will be invoiced from the requested ship date. Shipments made after the requested ship date will be invoiced at the actual ship date. All backorders are shipped as soon as product is in stock.

**9. Freight Terms:** FOB, West Wareham, Massachusetts or other BSNA warehouse.

**10. Return of Merchandise:** No returns are permitted without prior return authorization. With the exception of warranty returns, all returned merchandise will be charged a 15% restocking fee. Return shipping costs to BSNA's then current warehouse location must be prepaid by the Dealer.

**11. Limited Consumer Warranty:** BSNA distributed products are warranted against manufacturing defects for a period of one year from the date of sale to the consumer. Defective product must be returned to the authorized BSNA Dealer where it was purchased, together with proof of purchase. Dealer is not authorized to replace the product. Dealer must then review the product with a BSNA representative or return it to an authorized warehouse for inspection. See your BSNA representative for proper forms and procedures. If, after inspection, the product is defective, it will be repaired or replaced free of charge. Except for this Limited Consumer Warranty, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF PRODUCTS FURNISHED HEREUNDER OR IN CONNECTION HERewith. BSNA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF PRODUCTS, WHETHER MADE BY BSNA REPRESENTATIVES OR OTHERWISE, WHICH IS NOT CONTAINED HEREIN, SHALL BE DEEMED A WARRANTY BY BSNA OR GIVE RISE TO ANY LIABILITY OF BSNA. UNDER NO CIRCUMSTANCES SHALL BSNA BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BSNA'S TOTAL LIABILITY EXCEED THE TOTAL AMOUNT RECEIVED BY BSNA FROM VENDOR FOR ANY PRIOR THREE (3) MONTH PERIOD.

### 12. Contact / Other Information:

Office hours: 8:30am - 5:00pm EST, Monday - Friday. Orders accepted 24 hours a day via Fax or E-Mail.

#### **BSNA Office Contacts:**

**Operations:** Whitney Tully (ext. 125, whitney.tully@bicworld.com)  
**Accounting:** Karen Dias (ext. 146, karen.dias@bicworld.com)  
**Customer Service:** Susan Greene (ext. 133, susan.greene@bicworld.com)  
**Warranty & Parts:** Damon Burton (ext. 104, damon.burton@bicworld.com)  
**Marketing:** Nevin Sayre (ext. 141, nevin.sayre@bicworld.com)

#### **BSNA Sales Contacts:**

**Director of Sales:** Chris Decerbo (ext. 134, chris.decerbo@bicworld.com)  
**Kayak Sales:** Steve Thomas (ext. 103, steve.thomas@bicworld.com)  
**Surf Sales:** Ted Pan (ext. 106, ted.panagiotis@bicworld.com)  
**Windsurf Sales:** Jonathan Craig (ext. 105, jonathan.craig@bicworld.com)  
**Yacht Club Sales:** Nevin Sayre (ext. 141, nsayre@aol.com)

**BIC SPORT NORTH AMERICA, INC.**

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