

GENERAL TERMS AND CONDITIONS

Welcome to Neige Aventure School & Sport Shop and OnTheMountain Outdoor & Rental Store online booking service and online sport shop.

Neige Aventure School & Sport Shop and OnTheMountain Outdoor & Rental Store are divisions of Neige Aventure SA, company register CH-626.3.001.100-6 headquarters at CP-268/Route de la Télécabine 18, CH-1997 Haute-Nendaz, Switzerland. All orders and bookings are handled by Neige Aventure SA.

The following General Terms & Conditions (GTC) define the contractual relations between between Neige Aventure SA/onthemountain.ch and the purchaser in a complete and final way. This version of the GTC replaces any modification, deletion or amendment of earlier versions.

Booking conditions/Contractual Aim

Via the Onthemountain.ch website, you can sign up for products and services provided by Neige Aventure, order equipment and services online and make secure payments. Simply follow the online registration details and your order will be electronically transmitted to Neige Aventure SA/onthemountain.ch. Registration to services from Neige Aventure SA/onthemountain.ch implies full acceptance of these terms and conditions. Products and services

We offer four types of products on our website:

1. « lessons and supervision » services
2. « rental equipment » products
3. sports equipment for sale
4. « training » services

Prices of products and services advertised on the website are payable in both Swiss Francs (CHF) or Euros (EUR) and at the purchaser's discretion, and include Value Added Tax (for orders within Switzerland or without VAT for all exports) excluding postage and packaging. Prices shown respect the recommendations of our suppliers and adapt to the overall level of prices on the Swiss and European markets.

Lessons are not subject to VAT. Any local taxes or custom duties incurred are payable by the purchaser. Prices advertised may change without prior warning. N.B. The price of an order placed will be charged in accordance with the tariffs at the time the order is placed. The rental price is determined by the range of equipment chosen by the client and is dependent on the period chosen, as well as the date of booking. General conditions concerning « lessons and supervision » and « rental equipment » services.

Terms

1. Terms of booking and payment:

- 1.1 The « lessons and supervision » and « rental equipment » services amount must be paid before your trip as follows: 30% of the total amount is payable within 10 days from the booking date. The balance remaining must be paid to Neige Aventure/onthemountain.ch no later than 29 days before your lessons (or other services) commence. In the case of short-notice bookings, of less than 38 days before your lessons (or other services) commence, the full amount is payable immediately at the time of booking and must be paid to Neige Aventure SA/onthemountain.ch.
- 1.2 Bookings for « lessons and supervision » and « rental equipment » services must be received by Neige Aventure/onthemountain.ch at least seven days before the start of your lessons (or other services).
- 1.3 In the event of a payment from a last minute booking, either the residual amount or the full amount of the product or service received after the payment due date, Neige Aventure/onthemountain.ch reserves the right to cancel the booking.
- 1.4 Once the reservation is made online, our Neige Aventure/onthemountain.ch customer service support team immediately processes your order. Neige Aventure/onthemountain.ch at that time may cancel your order and payment or invoice if the selected activity/service or product is not available or if your booking is not in accordance with our Terms & Conditions. We will send a final booking confirmation to you via email.
- 1.5 Payment by credit card will be debited by Neige Aventure SA CH-1997 Haute-Nendaz.





2. Online payments:

- 2.1 We accept the following online payment methods: Eurocard, Mastercard and Visa.
- 2.2 Payments by credit card are encrypted using SSL technology, so you can securely and conveniently make payments. They are made via Saferpay (through the Six Multipay AG company), a comprehensive internet payment platform. Six processes your personal data on our behalf in connection with your payment requests to us. Six uses your data for processing your payment order and will not make it accessible to any third parties other than the financial institutions responsible for the respective form of payment. The words «Six» or «Saferpay» may appear on your credit card statement or on your account statement in relation to the order you have made.
- 2.3 An order is accepted by Neige Aventure/onthemountain.ch once there has been payment confirmation by Saferpay (through Six Multipay AG). In the absence of payment confirmation, the order will be cancelled and all data and information will be lost when the purchaser leaves the web page on the Neige Aventure SA/onthemountain.ch website.
- 2.4 The information of the purchaser transmitted to the processing center is subject to the protection and encoding under the responsibility of Saferpay (through Six Multipay AG). The transaction will be successful once the corresponding confirmation page of Saferpay (through Six Multipay AG) will be shown.

3. Payment by bank transfer or Reka cheques:

We offer you the possibility to pay by bank transfer or with Reka traveller's cheques. For these payment methods, we will send you an invoice with our bank details by email and you can then definitively confirm the booking, or we will send the product once we have received payment.

4. Booking confirmation:

On receipt of payment, we send you an email confirmation of your lessons and/or rental equipment. You should print it out and bring it with you to the Neige Aventure Ski School office, in either Nendaz, Veysonnaz or Siviez, or in one of our rental stores, when you arrive at the resort or at least one day before the lessons commence. Here we can confirm all the times and meeting points, as well as ensuring you have all the latest important information you need to make your stay as easy and hassle free as possible.

5. Payment process for «lessons and supervision» and «rental equipment» products and services provided by Neige Aventure/onthemountain.ch:

- 5.1 Neige Aventure/onthemountain.ch declines any responsibility for accidents incurred during classes and/or with rental equipment. Each participant must be in possession of his/her own insurance.
- 5.2 The sales voucher for lessons and equipment rental is valid as a receipt. In the event of illness or injury, a refund will only be issued on the presentation of a valid medical certificate. Neige Aventure will only refund the part of the service that has not yet been provided.
- 5.3 Allocation of «lessons and rental» services are booked on fixed dates which are non-changeable. Consequently any cancellations received by Neige Aventure/onthemountain.ch less than 15 days before the start of a booking will not be accepted. If a cancellation is made in time, we will refund the full amount, but deduct CHF 10.- for administrative costs.
- 5.4 If the client is absent at the start of the lesson, the cost of missed classes will not be refunded and the lesson cannot be recuperated.
- 5.5 If there are less than 3 people enrolled onto a ski or snowboard group lesson, the course time will be halved. In low season periods (with low attendance), two levels or age groups may be combined within the same course.
- 5.6 The cost of the lift pass is not included in the price of lessons or the price of rental equipment.
- 5.7 Mini Kids Club: Money back guarantee: in order not to force your child into skiing or snowboarding, we will refund any unattended half days. The customer service team at Neige Aventure SA/onthemountain.ch must be informed before the start of the lesson.
- 5.8 Classes will take place in any weather. In case of force majeure (unforeseeable circumstances), lessons that are cancelled will not be refunded but instead alternative timings will be proposed.
- 5.9 In the event of COMPLETE closure of the ski area normally accessible, and only that event, missed lessons and the cost of rental equipment will be deducted/refunded for the days in question.
- 5.10 For freeride and off-piste activities, participants must be equipped with an avalanche transceiver device, which is in good working condition (for further information please visit our specialist mountain sport shops)
- 5.11 For group courses, the instructor does not have to wait for latecomers.
- 5.12 If you are going to be unable to attend your first meeting at the main office reception or pick up your rental gear, you must let us know as soon as possible. Products and courses booked will be held for 24 hours. After this period they will be re-sold or made available for other clients to rent, without any compensation to the client.



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sport shop - school
mountain guide office





- 5.13 Products must be returned to the same place that they were picked up from.
- 5.14 Details of equipment available for rental can be found on our website. The client can order from a particular range of equipment, but cannot specify a particular model (this doesn't include VIP and Test skis).
- 5.15 The return of equipment should take place at the end of your last day of rental or otherwise the next day before 10am. Any returns after 10am will be considered as an extra day of rental to be paid.
- 5.16 The client is obliged to pay for any costs of repairs or replacement of rented material resulting from actions outside the domain of normal use. Repairs will be carried out by the person renting the material and this will be at the cost of the client.
- 5.17 All equipment and accessories that are irreparably damaged technically or economically, must be paid for by the client responsible for the damage, at Neige Aventure/onthemountain.ch . The price of replacement material will be calculated based on the sale price, including VAT minus 15% for obsolescence annually from the date of purchase of the equipment by the shop.
- 5.18 As long as all of the obligations arising from the contract are executed, the client will benefit from the following dispositions, except in case of fraud:
Unless the client has subscribed to the 'theft, breakages' guarantee foreseen in paragraph below, the client will not benefit from any cover for any damages to the rented item and personally accepts responsibility in relation to said damages whatever their cause. However, the client will not be held responsible for the damaging consequences of hidden faults in the rented equipment or of wear which is not apparent but renders the equipment inappropriate for the use for which it is intended, as long as proof of such faults or wear can be demonstrated by the client.
- 5.19 The client is responsible in the case of theft of material. He/she must present the original statement of theft issued by the Police to the Neige Aventure Shop within 24 hours of its occurrence .
The stolen goods will be charged to the client and will be calculated based on the sale price, including VAT minus 15% for obsolescence annually from the date of purchase of the equipment by the shop.
- 5.20 Guarantee «Ski/Snowboard breakage» : The client can choose to insure against such an eventuality. This can be done either at the time of booking or at the time the equipment is collected. This guarantee will follow the conditions of the category chosen by the client. If the client chooses not to take such insurance, any eventual costs of repair or replacement of damaged material, in the course of normal use, will be charged to the client in full.

If you encounter a problem with your existing reservation from Neige Aventure/onthemountain.ch, please contact us by phone at +41 27 288 31 31 or via our online assistance «livechat» on our website or contact us at the following:

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CP 268
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tel +41 (0) 27 288 31 31
e-mail booking@onthemountain.ch
web www.onthemountain.ch

6. Data protection :

We will not share your personal information with third parties and treat all information confidentially. Only the data required to process your order is recorded.

7. Supplementary Legal Notes

The present conditions of contract are dependant on Swiss law. In particular articles 183 and those that follow that concern codes and obligations that govern the rules of sale. Also articles 363 and those following that concern the codes and obligations involved in company contracts. Furthermore articles 394 and those that follow; these refer to codes and obligations concerning mandates.

8. Place of arbitration and Capacity of Law

Disputes may arise between contractual parties concerning misinterpretation, validity or execution of contracts of sale. Such disputes will be settled exclusively by a judge. If either of the parties disagree with the decision of the judge the issue will be arbitrated in accordance with the Intercantonal Concordat of arbitration of 27th March 1969. The Place of arbitration in the event of such disputes between contractual parties will take place in Sion Valais/Suisse.



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General conditions concerning rental equipment orders

1. General Information:

- 1.1 The contract is concluded between the purchaser and Neige Aventure SA/onthemountain.ch by the online payment of the order done by the purchaser. The payment is carried out at the end of the ordering process by the method of payment chosen by the purchaser, from among those available by Neige Aventure/onthemountain.ch.
- 1.2 Merchandise will be reserved and/or sent to the purchaser, subject to availability, upon receipt of 100% of the amount of the order.

2. Online Payment:

- We accept the following payment methods: Eurocard, Mastercard and Visa.
- 2.2 Payments by credit card are encrypted using SSL technology so you can securely and conveniently make payments. They are made via Saferpay (through the Six Multipay AG company), a comprehensive internet payment platform. Six processes your personal data on our behalf in connection with your payment requests to us. Six uses your data for processing your payment order and will not make it accessible to any third parties, other than the financial institutions responsible for the respective form of payment. The words «Six» or «Saferpay» may appear on your credit card statement or on your account statement in relation to the order you have made.
 - 2.3 An order is accepted by Neige Aventure/onthemountain.ch once there has been payment confirmation by Saferpay (through Six Multipay AG). In the absence of payment confirmation, the order will be cancelled and all data and information will be lost when the purchaser leaves the web page on the Neige Aventure SA/onthemountain.ch website.
 - 2.4 The information of the purchaser transmitted to the processing center is subject to the protection and encoding under the responsibility of Saferpay (through Six Multipay AG). The transaction will be successful once the corresponding confirmation page of Saferpay (through Six Multipay AG) will be shown.

3. Payment by bank transfer or Reka cheques:

We offer you the possibility to pay by bank transfer or with Reka traveller's cheques. For these payment methods, we will send you an invoice with our bank details by email and you can then definitively confirm the booking, or we will send the product once we have received payment.

4. Product Availability:

- 4.1 The products advertised on onthemountain.ch and onthemountainshop.com are available in our warehouse and stores.
- 4.2 We have selected for you from amongst the largest manufacturers, brands/models that offer the best value for money. Most of these are seasonal products whose stock is not renewed.
- 4.3 If a product offered on the site is out of stock, we will contact you to inform you and propose a new delivery date or an equivalent product replacement. You will also be able to cancel your product and claim a refund on your order. In circumstances when Neige Aventure/onthemountain.ch, with your agreement, provides you with a product or service of equivalent quality and price, the cost of returning goods in case of cancellation is at our expense.

5. Terms of Delivery

- 5.1 All orders received before 12h 00 are processed the same day and shipped the next day if you choose the option «Send». The delivery time is based on the date the good were dispatched. Saturdays, Sundays and public holidays are added to the original delivery time.

Delivery times vary depending on the transport delivery service you select. Go to the transport section of our website in order to have more precise information about delivery times and shipping costs.

- 5.2 The delivery rate is calculated by the country of delivery, weight and size of the goods ordered.
- 5.3 If you have selected the option «collect from shop» your items will be stored and packaged by Neige Aventure/onthemountain.ch in your name. Upon receipt of payment, we will send you confirmation by email. Please print it out and bring it with you to our shop when you come to collect your gear.
- 5.4 We can deliver goods to the following countries: Switzerland, France, Germany, Austria, Belgium, Denmark, Finland, United Kingdom, Ireland, Italy, Luxembourg, Netherlands, Sweden, with variations in shipping costs, delivery times and taxes applicable to each countries rules and regulations.



6. Transport/Responsibility

- 6.1 Merchandise travels at the customer's risk and cost. It is therefore up to you to check the contents of your parcel at the time of its delivery.
- 6.2 Upon receipt of your parcel, it is imperative to check its condition. Any delivery showing damaged packaging must be opened before signing the delivery note to check the status of all products.
- 6.3 There are two situations that may arise:
 - 6.3.1 All products are delivered and undamaged: you then accept the goods without reservation.
 - 6.3.2 Some products are missing or damaged: you need to refuse delivery and make a note on the transporter's bill of delivery: parcel received damaged, a missing XXX or a damaged XXX product – delivery refused. However if you decide to accept the parcel, we must remind you that any dispute cannot be supported if the delivery is accepted without reservation with the carrier. Accepting a faulty product that has then, in turn not been unpacked and checked has no legal force. You must make written reference of exactly what is wrong with the faulty product: «damaged parcel received, product reference XXXX missing or damaged product XXX following impact». These details are essential in order to return the goods against the cost to the carrier and request a replacement. The fault issues must be written on the delivery note, which you should keep a copy of receipt or take a photo. If the carrier cannot give you a paper copy receipt of delivery, take a photo of the mobile proof of delivery device - the fault issues noted must be legible - or make note down precisely all the goods signed by yourself and the carrier.

7. Returns policy/right of withdrawal:

- 7.1 Conditions: You have the right to return merchandise to the above address within seven (7) days of receipt. You will be entitled to a full refund or exchange as long as everything is in perfect condition. It must be returned in its original packaging and the original copy of the invoice must be included. Charges for returns: We will only agree to pay return costs if the product delivered does not coincide with the order placed.
- 7.2 The products must be returned in a complete perfect condition and unused. For claim reimbursement purposes, this will take place within 10 working days of receipt of goods provided by us.
- 7.3 The returned products can only be accepted by Neige Aventure SA/onthemountain.ch if the purchaser contacts the Neige Aventure SA/onthemountain.ch customer service team and asks for a return number.
- 7.4 The purchaser's right of cancellation may not be exercised for contracts of the supply of goods made to the consumer's specifications or clearly personalised. This article applies to ski deliveries that come with mounted bindings at the customer's request, as the mounting of bindings are customised to the client's boot size.

8. After sales service warranty

- 8.1 The products sold are manufactured by major brands known for their quality. For each brand we have distribution agreements and we are covered from a legal guarantee of conformity and against hidden defects. This Warranty is subject to normal product usage. When problems do occur, we will contact the manufacturer in order that any issues are dealt with promptly and with the utmost customer care.
- 8.2 Returns of defective goods shall be at the expense, risk and liability of the customer. Neige Aventure SA/onthemountain.ch shall not be held responsible for any damage as a consequence of inadequate packaging. It is strongly recommended that you over-wrap products in bubble wrap material. The products returned with postage due will be systematically refused. If the product is held by the supplier for over seven days, the period of time will be added to the remaining warranty period.
- 8.3 Once the issue is dealt with by our Customer Service team, the return of goods to the customer is at our expense. If it turns out that the returned product has not been accepted under return warranty and/or it is not affected by defects within the scope of the warranty, it will be returned to the client with postage due. Exclusion: Damage caused by shock or impact is not covered by the «manufacturer warranty» (e.g. ski or snowboard edges that come away from the base).

If you encounter a problem with your existing order from Neige Aventure/onthemountain.ch, please contact us before returning your gear to us at the following:

Neige Aventure
Onthemountain
CP 268, Route de la télécabine 18, CH-1997 Haute-Nendaz
tel +41 (0) 27 288 31 31
e-mail booking@onthemountain.ch
web www.onthemountain.ch



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9. Data protection

We will not share your personal information with third parties and treat all information confidentially. All data required to process your order is recorded.

10. Supplementary Legal Notes

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11. Place of arbitration and Capacity of Law

Disputes may arise between contractual parties concerning misinterpretation, validity or execution of contracts of sale. Such disputes will be settled exclusively by a judge.

If either of the parties disagree with the decision of the judge, the issue will be arbitrated in accordance with the Intercantonal Concordat of arbitration of 27th March 1969.

The Place of arbitration, in the event of such disputes between contractual parties, will take place in Sion Valais/Suisse.

General terms and conditions relating to «training» courses

The general terms and conditions for «training» courses are only valid for «TWSA Train and Work in The Swiss Alps» products and will be sent to you for agreement at the time of booking.



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