

TERMS OF USE

WELCOME

We are delighted to welcome you to the Samsonite supportandgo.com website (hereinafter referred to as the "Site"), the official online store for spare parts. We ask you to take the time to read these terms and conditions carefully. Unless stated otherwise herein, the relationship between Samsonite and its Users is exclusively governed by these Terms and Conditions that are deemed read and accepted by the User. If you do not agree to these terms and conditions in their entirety, please do not use the Site.

From time to time, when you use particular services or purchase products on this Site, you may receive additional guidelines, rules and policies applicable to such services and products, all of which are hereby incorporated by reference and will apply to your use of the Site.

Samsonite may from time to time amend the Terms and Conditions by posting such change at the Site. Use by you after such change has been posted shall constitute acceptance of such changed terms.

For the meaning of the definitions used in these Terms and Conditions, please refer to section 19.

1. IDENTIFICATION

Aboutbags NV (RPR Oudenaarde 0681 881 789) is the seller of the products displayed on the Site. Aboutbags NV has its registered office at Westerring 17, 9700 Oudenaarde, Belgium.

Aboutbags NV other contact details are as follows:

- Place of business address: Westerring 17, 9700 Oudenaarde, Belgium
- Tel: +32 (0)55 333 211
- Email: supportandgo@samsonite.com

2. ACCURACY OF CONTENT

Samsonite uses its best efforts to keep the information on the Site updated. However, it is not possible to guarantee the complete absence of errors on the Site. The information and other material published on this Site may include inaccuracies or typographical errors. The weights, dimensions and volumes of the products are approximate only. We have made reasonable efforts to ensure that product information is accurate and to display as accurately as possible the colors of our products. However, we cannot guarantee that your screen's display will accurately reflect the color of the product on delivery. Changes are periodically made to the information on the Site without notice to you. Samsonite reserves the right to change the Site at any time, in its discretion. Samsonite does not warrant that the functions contained in the Site or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Site or the server that makes it available is free of viruses or other harmful components. Samsonite shall not be liable for the use of the Site, including, without limitation, the content and any errors contained therein.

3. PRICES

Should the product for which you order spare parts be under warranty there will be no charge for the spare parts. You will be charged for parts if outside of the warranty. The price of the spare part you order is the price that is displayed on the Site at the time you confirm your order and will be confirmed on the e-mail confirmation confirming receipt of your order. Prices are available in the following currencies, inclusive of VAT and forwarding charges:

EUR/GBP/CHF/DKK/SEK/HUF/NOK/PLN.

If an error is found in the price of the products you have ordered or in the delivery charge, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, we will refund or re-credit you for the sum that has been debited from your credit card for the products.

4. ONLINE ORDERING

You can place an order if you are an adult aged 18 or over. The ordering process consists of following steps:

- You add the products you want to purchase to your basket;
- You will be asked to confirm the delivery address and accept the Terms and Conditions;
- Before you submit your order, you will be given the opportunity to review your selection;
- For payable orders, you will get an overview of the total price of your order including the shipping charges.

After submitting your order we will send you an e-mail confirming receipt of your order. As soon as the goods are shipped, you will receive a notification (the "Shipping Notification E-mail"). All orders are subject to availability of the products at the time of dispatch.

We reserve the right to cancel your order for any reason.

5. PAYMENT

The payment modalities we accept are mentioned on our Site. Payment must be made in one of the following currencies: EUR/GBP/CHF/DKK/SEK/HUF/NOK/PLN.

Please refer to the [Privacy Policy](#) posted in the Site for further information regarding internet fraud and secure payment.

Samsonite retains title in the sold goods until we have received full payment of the price and shipping charges, and possible late payment interests and/or indemnities.

6. SALE CONTRACT

No sale contract will exist between you and Samsonite until Samsonite dispatches the products. All information on our Site is an invitation to treat only and is not an offer or unilateral contract. Your

order represents a binding offer by you to purchase our products. The sale will only be binding on us once we have notified you by means of the Shipping Notification E-mail that the goods have been dispatched to you.

Samsonite reserves the right to refuse an order, wholly or partially, in the following cases:

- **If the product is not available;**
- If your billing information is not correct or not verifiable;
- If your order is flagged up by the security systems as an unusual order or an order susceptible of fraud;
- If your bank transfer payment/reservation is not received timely;
- If we have reason to believe you are under 18;
- If we have reason to believe you are a reseller;
- **If there was an error in the price quote;**
- If we could not deliver to the address provided by you;
- In the event of force majeure.

7. DELIVERY RESTRICTIONS - COUNTRY OF DELIVERY

- Care of PO Box addresses and military APO addresses are not accepted.
- We deliver from Monday till Friday, except for bank holidays.
- We deliver in following countries:
 - Austria
 - Belgium
 - Denmark
 - Germany
 - France (except Dom-Tom and Corsica)
 - Hungary
 - Ireland
 - Italy (except San Marino)
 - Luxembourg
 - Netherlands
 - Norway
 - Poland
 - Sweden
 - Switzerland
 - United Kingdom (except the Isle of Man and the Channel Islands)

8. DELIVERY

We will use all reasonable efforts to deliver the products ordered within the timescales indicated on the individual order confirmation to the User. Such timescales are not guaranteed delivery times and should not be relied upon. Erroneously communicated addresses are the responsibility of the User and may lead to extra charges that will be recovered from the User.

All goods will be dispatched from Samsonite. If your product is not delivered within the specified timescale, please contact us with your order number. You may then treat the sale contract as at an end and request a full refund for the relevant products as your only remedy. You may also specify a

new delivery period that is appropriate in the circumstances and require Samsonite to deliver the products before the end of that period; and then, if Samsonite does not deliver in that extended period you may treat the sale contract as at an end and request a full refund for the relevant products.

We only ship via a professional courier. We always require someone to sign off for delivery. You accept that a delivery is signed off for by a person other than the User, provided that such person is present at the indicated address and an adult of 18 years or over. If there is no one present at the time of delivery, you will be asked to contact our courier service to arrange an alternative delivery date.

9. DEFECTIVE PRODUCT OR WRONG DELIVERY

You must check whether your shipment is correct upon delivery. If there are discrepancies or problems with your order, please follow the returns procedure described under clause 10 below, but for faulty goods or goods being returned due to our error we will also refund any cost incurred in returning the item. Subject to availability, we will send you a new Shipping Notification E-mail and we will automatically and immediately ship to you at our own costs the correct replacement product.

10. RETURN FORM

Please follow the procedure described below if you are to return any products as a result of incorrect products being delivered or in any other circumstances that Samsonite agrees with you for a return to be made. You may also use this process for the statutory withdrawal/cancellation mentioned in clause 11.

1. Please contact us on supportandgo@samsonite.com with your order number. We will e-mail you a return label, a return number together with the return instructions.
2. Pack the item to be returned (only unused items, with authentic labels, use instructions, guarantee leaflets and other hangtags and wrappings) in its original carton to prevent damage while in transit.
3. Please print the return label and tape it on your return package. The return label will comprise all required data like your name; your address and the return address; your phone number; item number and/or description of item being returned; and the return number.
4. Please carefully read the return instructions and contact our express courier for pick up as indicated in the return instructions. You have to organize the pick up by our express courier as soon as possible and in any event within 14 calendar days from the date you notified us of your return request.
5. In the event that you have not respected all of the return requirements, we will advise you by email to clarify why we have not been able to approve it within 14 days.

Only goods purchased online on the Site can be returned.

11. DISTANCE SELLING – RIGHT OF RETRACTION/CANCELLATION

Right to cancel

You have the right to retract/cancel from the sale contract within 14 days without giving any reason.

The retraction/cancellation period will expire: (i) after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the products; or (ii) in the case of a sales contract relating to multiple products ordered by you in one order and delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last of the products.

To exercise the right of retraction/cancellation, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email).

You may use the model withdrawal form (see below) but it is not obligatory. You can also electronically fill in and submit any other clear statement on our website using the return procedure (and we encourage you to use the return procedure for more efficiency in processing the retractions/cancellation). If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you retract/cancel from the sale contract, we will reimburse to you all payments received from you, including the cost of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling from you.

We will make the reimbursement without undue delay and not later than 14 days from the day on which we are informed about your decision to withdraw from this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We will collect the goods in the manner described in the return procedure and bear the costs related thereto. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristic and functioning of the goods. You should not yourself send back the goods in a manner other than set forth in the Return Form; if you may do so anyhow, you are doing so at your own cost and responsibility.

12. LIMITATION OF LIABILITY

The terms and conditions of this sale contract do not affect your statutory rights. We will not be liable for any damages (including without limitation loss of profit or loss of use) arising out of your use or delay or inability to use our Site, its content or any link to another website arising in contract, tort (including negligence) or otherwise, except in the case of death or personal injury caused by our negligence or wilful misconduct.

We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the sale contract for:

- (a) any losses which are not foreseeable by both parties to the sale contract at the time such sale contract is formed arising in connection with the supply of the products and related service or their use by you;
- (b) any losses which are not caused by any breach by us;
- (c) business or trade losses.

Repairs performed by you are at your own risk. We advise to have more complex repairs executed by an authorized service center.

Our entire liability in connection with the sale contract will not exceed the purchase price of the products in question.

Samsonite is under a legal duty to supply the ordered products that are in conformity with the sale contract.

13. WARRANTY

Consumers are entitled to the legal warranty. It covers lack of conformity of the goods at the time of the delivery. The seller undertakes to replace or repair the concerned goods (or parts) free of charge. The seller reserves the right to exchange the article if the costs for a repair are disproportionate, or if a repair is impossible. The consumer has the burden of proof to show that defects that appear after a period of 6 months following delivery were in place at the time of delivery.

14. QUESTIONS, COMPLAINTS, COMMENTS OR SERVICE CONTACT

If you have any questions, or if you have technical problems in accessing information on our Site, please contact us on supportandgo@samsonite.com.

15. USE LIMITATIONS AND INTELLECTUAL PROPERTY RIGHTS

All brand names, product names and titles used on the Site are trademarks or trade names of Samsonite or third party trademark or trade name holders. You are not allowed to use or reproduce any such trademarks or trade names as they may constitute an infringement of the holders' rights. All Site design, texts, documents, movies and other services and the selection and arrangement

thereof, and all other material on this Site are protected by copyright of Samsonite or its suppliers. You are only allowed to electronically copy and print portions of the Site to the extent this is necessary for the purpose of placing an order, or for using the Site as a shopping resource. You are not allowed to make any other use of the information and materials on the Site, including reproduction for the purposes other than those noted above, modification, distribution, or (re)publication. Should you wish to use materials and information from this Site, you need to obtain Samsonite's prior written consent.

16. USE OF INFORMATION AND SUGGESTIONS BY YOU REGARDING THIS SITE

In the event you provide to Samsonite or post any material, information, suggestions or comments on or through the Site about the Site, the way in which Samsonite conducts its business, or the operation of the Site, Samsonite reserves the right to use such material, information, suggestions or comments in its discretion, with no compensation or credit to you. You hereby grant to Samsonite a non-exclusive, perpetual, worldwide, royalty free license to utilize and publish such information and material, in whole or in part. However, use by Samsonite of information by which you may be identified (such as your name, address, social security number and telephone number), will be governed by the Site's [Privacy Policy](#) , discussed below.

17. USE OF YOUR SUGGESTIONS TO SAMSONITE REGARDING NEW PRODUCTS, FEATURES OR PROCESSES

(a) A submission will not in any way establish a confidential relationship nor will it place Samsonite in the position of receiving a submission in trust and Samsonite shall not be obligated and makes no commitment to treat or maintain as confidential such submissions.

(b) Samsonite shall have the right to retain any material submitted to it, to make copies thereof and to retain the same in its files.

(c) No obligation is assumed by Samsonite or may be implied by the receipt or examination of the submission unless or until a formal written agreement signed by Samsonite and by you, and then Samsonite's obligations shall be only as expressed in that written agreement.

18. PRIVACY POLICY

We consider your privacy as very important and we want to be sure you are aware of and agree with the way in which we may use your personal information. You can find our Privacy Policy on www.supportandgo.com. By placing an order on the Site you consent to the collection, use and transfer of your personal data under the terms of the [Privacy Policy](#).

19. DEFINITIONS

Within the scope of these terms and conditions, the terms listed hereafter shall be deemed to have the following meaning, unless explicitly mentioned otherwise:

- **Terms and Conditions:** these terms and conditions and all its additions or updates.
- **Order:** the result of the ordering process as described in article 4 of the Terms and Conditions.
- **User:** someone who by entering the address of this Site or by following a link visits this Site and uses it for informative purposes or to place an order.
- **Samsonite:** Aboutbags NV, Westerring 17, 9700 Oudenaarde, Belgium (RPR Oudenaarde 0681 881 789). With respect to intellectual property rights "Samsonite" means Samsonite IP Holdings Sarl, with registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg and with Company number B147735.
- **Site:** a collection of webpages grouped together under the address of www.supportandgo.com.

20. GOVERNING LAW

Any dispute regarding the validity, the interpretation and/or the execution of the Terms and Conditions is solely governed by the laws of Belgium and the Belgian courts. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence. This clause does not affect your statutory rights. The User agrees that in the event of a dispute with respect to the use of the Site, electronic evidence (e.g. e-mails, back-ups, etc.) can be used as valid evidence.

If any of the Terms and Conditions may be declared null and void or not applicable, the other terms and conditions will remain valid and the portion declared null and void will remain applicable within the boundaries set by law.

21. ENTIRE AGREEMENT

These Terms and Conditions supersede all prior terms applied with the User.

For any questions, remarks or technical issues with respect to this Site, please contact us on supportandgo@samsonite.com.

These terms and conditions were last updated on 30/06/2019.

B. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date