

GENERAL RENTAL CONDITIONS

GO SPORT MONTAGNE ensures on this website, hereafter referred to as “the Website”, the taking of reservations, hereafter referred to as “Reservation(s)”, by Internet users visiting the Website, hereafter referred to as the "Customer(s)", for the rental of skiing and snowboarding equipment, hereafter referred to as the "Rental" with the member stores of the GO SPORT MONTAGNE network, hereafter referred to as the "Rental Store(s)", listed on the Website.

GO SPORT MONTAGNE is one of the companies of GO SPORT France, a simplified company with shares with a capital of 36,000,000 Euros, having its registered office at 17, avenue de La Falaise, 38 360 Sassenage (France) and having identification number 428 560 031 to the RCS of Grenoble.

These General Rental Conditions (hereafter referred to as "GRC") are between GO SPORT MONTAGNE and any Customer making a Reservation via the Website.

The present GRC defines reservation terms and ski equipment rentals on the Website, these being applicable to the Renter who complies also.

The confirmation by the Customer of a Reservation on the Website indicates full acceptance of these GRCs. GRCs can be subject to modifications at the discretion of GO SPORT MONTAGNE. The conditions applicable to Reservations are those in effect on the Website on the Reservation date.

ARTICLE 1: EQUIPMENT AND SERVICES

The descriptions of skiing equipment made available for Reservations on the Website are only categories and are in no case precise models.

The general characteristics of each of the available categories appear on the Website, as well as several examples of equipment corresponding to each of the categories. The Customer therefore selects and reserves a category of equipment only. Examples of equipment are given for information purposes only.

GO SPORT MONTAGNE endeavours, on behalf of Rental Stores, to provide equipment to the same level of quality and technical capability as the reserved category.

Different equipment is available, subject to confirmation by GO SPORT MONTAGNE. Confirmation will be made by email to the address provided by the Customer.

ARTICLE 2: RESERVATION

A Reservation on the Website can be made, at the latest, on the day before the date of the requested rental period.

2.1- To make the Reservation, the Customer performs the following operations on the Website.

1. Choose a ski resort.
2. Select a rental period between 1 and 14 days (maximum) by selecting the first and last days of rental: the Customer may adjust the rental period with "multi-date" customization.
3. Select the available Rental Store at the resort and rental period indicated previously.
4. Choose desired equipment by adding the categories of equipment to the Reservation (hereafter referred to as "Reserved Equipment" or "Equipment").
5. Select optional services at the chosen Rental Store by adding them to the Reservation.
6. Choose to reserve online and finalize the order.
7. Choose to settle the Reservation in full or make a partial payment, and select your desired method of payment (credit card or check), then review the General Rental Conditions.
8. After acceptance of the GRC, make payment.

2.2 - Payment by credit card or check

For reservations made by credit card, online booking may, as indicated by the Rental Store, be made up to 24 hours prior to the start date of the Rental.

For reservations made using a check, it must be made payable to GO SPORT France. This payment method is not available if the rental period starts in less than 7 days following the Reservation.

Only the actual cashing of the check or, in the case of payment by credit card, the receipt of the Mercanet BNP agreement, which controls payments by credit card, by GO SPORT MONTAGNE confirms the Reservation.

Upon receipt of the check or Mercanet BNP agreement, an email confirming the Reservation is sent to the Customer, with confirmation of details of the Reserved Equipment, rental period and price, as well as the names and contact information of the Rental Store. This confirmation must be printed and presented by the Customer to the Rental Store on the first day of rental period.

It is important to note that in the event the check, for whatever reason, can not be cashed by GO SPORT MONTAGNE, the Reservation will not be confirmed and an email will be immediately sent to the Customer with this notification.

In the event a credit card payment is rejected, the Customer is informed at the time of attempting to make the payment on the Website. GO SPORT MONTAGNE reserves the right to cancel the attempted Reservation in this instance.

ARTICLE 3: RENTAL PRICES

3.1 - Price

The rental price of Equipment is determined according to the category of Reserved Equipment, the place of booking (from the Rental Store) and the rental period chosen in accordance with the rates in effect for the period selected on the date of the Reservation.

The final price to be paid is shown with all taxes included and expressed in Euros; all rental fees, optional services and insurance are included in this price.

The rental price of Equipment is less than or equal to the reference price displayed in the Rental Store concerned, (the reference price being understood as the public price excluding promotion or discount). Discount on the rental price of Equipment granted on the Website to the Customer can be up to 60% of the store's reference price depending on the store and the rental period selected on the date of the Reservation. No discount is applicable on the "Eco pack" or multi-activity options, or the administrative fees.

Offers granted on this Website cannot be combined with any other promotional offer. A promotional code is applying on the discount price, after all others discounts.

All rentals made directly in a Rental Store, without a Reservation on the Website, will be charged at the Rental Store's standard price.

3.2 - Settlement

In order for a reservation to be accepted, the Customer must make a full or partial payment at the time of the Reservation.

Full payment is the payment of:

- Rental Equipment as referred to in Article 3.1 above.
- Where appropriate, the promotion shall be deducted or substituted for the price referred to in Article 3.1 above.
- Additional discount, if any, associated with the use of the Feelgood Loyalty Card on the Website.
- "Cancellation" and/or "travel delays" ski insurance if applicable.
- The multi-equipment option
- The administration fee of €1 (including tax) per rental pack, not to exceed a total amount of €5 (including tax) for a single order.

Partial payment is the payment of:

- The deposit amount representing 30% of the total rental price of the Equipment
- "Cancellation" and/or "travel delays" ski insurance if applicable.
- The afore mentioned administration fees
- The multi-equipment option

Partial or full payment is made:

- By credit card by means of a secure transmission system (only Visa, Mastercard, Carte Bleue, e-Carte Bleue, and credit cards with the initials CB, issued in France or in the approved international networks as approved by the Bank Cards EIG are accepted)
- Or by check if the Reservation takes place more than 7 full days before the start of the rental period. Transactions are made in Euros.

3.3 - Payment of the remaining balance following partial payment

In case of partial payment, the remaining balance of the Rental, in accordance with the Reservation, will be paid by the Customer directly to the Rental Company, at the time of collecting the Equipment.

ARTICLE 4: COLLECTION OF RESERVED EQUIPMENT

The Customer collects the Reserved Equipment from the Rental Store from which the Booking has been made and confirmed in the Reservation e-mail. The Rental Store will give the Client the Reserved Equipment upon presentation of the reservation confirmation email.

The Reserved Equipment can be collected before the first day of the rental period from the time communicated by the Rental Store on their Website (usually 5pm), subject to availability.

The Rental Store will give the Customer a rental voucher with:

- details of Reserved Equipment
- the date the equipment was collected
- the expected date of return of the Reserved Equipment.

This voucher is signed by the Customer upon collection of the Equipment.

An identity document may be requested from the Customer upon collection of the Reserved Equipment. A deposit may also be requested by the Rental Store, for a maximum amount to the public sale price including tax of the Reserved Equipment. The deposit may take the form of a check or a credit card imprint or pre-authorization. It will be returned in full to the Customer upon return of the Reserved Equipment, except in the cases provided for in Article 9 below.

Any delay in the collection of the Reserved Equipment should be communicated to the Rental Store. After a period, expiring at 10am the day after the start of the rental period, the Rental Store will be free to consider the Reservation as obsolete and offer the Reserved Equipment to other Customers. In this instance, GO SPORT MONTAGNE will still keep the deposit paid by the Customer or the equivalent of 30% of the balance if payment was made in full.

In the event that the Customer wishes to delay collection of the Reserved Equipment following circumstances beyond their control, or a force majeure, which must be evidenced, the Rental Store will make its best efforts to comply. It is hereby specified that the Rental Store shall not be liable for any absence of availability of the Reserved Equipment (force majeure means any event independent of will, unpredictable and unpreventable, and as defined by the jurisprudence).

In the latter case, if the Customer has paid a full payment, GO SPORT MONTAGNE shall reimburse the difference between the number of days reserved by the Customer and the number of days actually used by the Customer following the delay, within 30 days, by:

- crediting the credit card used during the transaction;
- check if the Customer paid by check.

ARTICLE 5: AVAILABILITY OF EQUIPMENT

The Reserved Equipment will be available for the period selected by the Customer in the Rental Store. The rental therefore automatically ceases at the dates and times indicated on the rental.

GO SPORT MONTAGNE shall not be liable for any defect or delay made by the relevant Rental Company, the latter being solely responsible.

Rental Stores cannot be held responsible for delays in the availability of Reserved Equipment, for reasons beyond their control or in case of force majeure.

In such a case, the Rental Store will make its best efforts, depending on the stock available in-store, to provide the Customer with equipment of equal or greater value than the one reserved without extra charge.

Any complaint concerning the Reserved Equipment must be addressed directly to the Rental Store, by registered letter with proof of purchase.

ARTICLE 6: MODIFICATION OF A RESERVATION

The Customer cannot modify their reservation directly on the Website.

Only our customer service center is authorized to make modifications upon request of the Customer. To make such a request, the Customer must send an email to resa@gosportmontagne.com, specifying:

- "Modification of a reservation" in the subject line
- the reservation number and nature of the modification in the body of the e-mail.

GO SPORT MONTAGNE will only accept modifications to a Reservation in the following limiting cases:

- Changes to the rental period made within the Rental Store.
- Addition or deletion of Equipment and services within the Rental Store
- A change of store on the same rental period.

Subject to the following conditions:

- If the Customer modifies their Reservation and the rental fee is higher, the difference will be charged at the current rate of the Rental Store. GO SPORT MONTAGNE keeps the original amount. The additional amount will be included in the balance to be paid in-store.
- If the amount of the modified reservation is lower than the price initially charged:
 - In the event the Customer paid 100% of the booking online, the difference will be reimbursed via the original payment method within a maximum of 30 days.

- In the event the Customer only paid a deposit online, the difference will be deducted from the balance to be paid in-store.
- If the Customer modifies their Reservation less than 48 hours before the start of the Rental, this modification will cancel the previous reservation in the conditions described in Article 7 below.

No changes to the Reservation will be accepted after the start of the Reservation. In this case, if the Customer reduces the rental period or does not collect the Reserved Equipment in full, for any reason whatsoever, the payment of the deposit or full balance of the rental shall not be refunded.

ARTICLE 7: CANCELLATION OF A RESERVATION

7.1 – Retraction

The Customer has a right of withdrawal; he/she has the option to cancel their reservation of the Reserved Equipment within 14 calendar days from receipt of the reservation confirmation email, by sending a retraction either:

- by mail to the following address: GO SPORT France, service Montagne, 17, avenue de la Falaise, 38360 Sassenage.
- by email to: resa@gosportmontagne.com

GO SPORT MONTAGNE will refund the amount paid at the time of the reservation by transfer to the bank account used for the Reservation within the maximum 30-day period following the withdrawal request.

However, in accordance with Article L. 121-28 ° of the French Consumer Code, the Customer may not exercise their right of withdrawal once they have agreed to the rental and/or any other services before the end of the 14 days.

After this period of 14 days, the Customer has the possibility to cancel a reservation based on the following conditions:

7.2 - Cancellation before the collection of the Reserved Equipment

Cancellation of a booking cannot be made on the Website.

Only the GO SPORT MONTAGNE customer service center is authorized to cancel reservations on at the request of the Customer.

Customers should send their request by e-mail to resa@gosportmontagne.com specifying:

- "Cancellation of a reservation" in the subject line
- the reservation number and reason for cancellation in the body of the e-mail.

Cancellation is subject to the conditions set out in the following table:

Cancellation conditions	GO SPORT MOUNTAINS retains	GO SPORT MOUNTAIN reimburses the customer
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If the Customer cancels their reservation within The 14-day withdrawal period and more then 6 days before the beginning of the rental	Administration fee	The balance of the amount paid, within a maximum of 30 days
If the Customer cancels their booking less than 6 days before the beginning of the rental	Administration fee plus 30% of the full amount of Reserved Equipment	The remaining balance of the full rental amount, paid within a maximum of 30 days

Nevertheless, in the event the cancellation is the result of a case of force majeure (force majeure meaning any event independent of the will, unpredictable and unpreventable) suffered by the Customer, which will need to be evidenced, GO SPORT MONTAGNE will retain the administration fees and refund the balance of the amount paid by the Customer within 30 days.

Cancelled reservations will be refunded to the Customer by:

- the credit card used during the original transaction
- or check if this method of payment was used by the Customer during the original transaction

7.3 - Cancellation after collection of Equipment

After the equipment has been collected, cancellation is no longer possible. The Customer cannot claim any refund of the sums incurred during the booking process.

ARTICLE 8: DURATION OF RENTAL

The duration of the Rental corresponds to the period indicated on the Reservation and rental voucher.

A rental day starts at 09:00 and ends at 18:00.

Under no circumstances may this period be changed without the consent of the Rental Store.

ARTICLE 9: USE OF MATERIALS AND LIABILITY

Any adjustment of the Reserved Equipment is carried out exclusively by the Rental Store. The Customer assumes full responsibility for the Reserved Equipment as soon as they take possession. He/she remains responsible until the Reservation is complete. The Reserved Equipment is intended for the sole use of the persons mentioned in the Reservation.

Using such equipment, without any possibility of sub-leasing or loaning for free. The Customer is the sole judge of the capacity of these persons to use the rented equipment. The customer certifies that all people named on the Reservation are able to use the Reserved Equipment, according to the Prescriptions of use, with prudence, without danger to third parties. The Customer freely chooses the Category of Equipment reserved and rented and will remain solely responsible for any lack of adaptation of the Reserved Equipment to the

specific needs of the persons mentioned in the Reservation as well as any adjustments other than those made by the Rental Store.

The Reserved Equipment is deemed to be in good condition and suitable for normal use. It must be returned as such.

Any reservations regarding the condition of the Reserved Equipment must be reported to the Rental Store at the time of collection so a note can be made on the rental voucher.

In the absence of a reservation made in accordance with the above conditions, no claim will be accepted.

At the end of the rental period stipulated in the agreement, in case of non-return at the time, the Customer will remain solely responsible for the Equipment until it is actually returned.

The Reserved Equipment should be returned at the end of the last day of the rental period or before 10 am the next day. Any delay in returns past 10am the next day may be invoiced by the Rental Store for an additional day's rental, for each day the Equipment is not returned.

Failure to return may give rise to a formal compensation procedure, the costs of which shall be borne by the Customer, in addition to the Equipment not returned to its value, on the expected date of return, rental charges, and any damages.

The Customer remains liable for any degradation suffered by the Reserved Equipment, except for normal wear and tear or hidden defects. It shall be liable for any other damage which will result in the payment of repair costs or even replacement of the said Equipment, within the maximum limit of the replacement value to the recommended retail price, in addition to the rental price. The Customer agrees to pay this compensation for the Reserved Equipment, if any, by deduction from the security provided for in Article 4 of this document. All repairs are carried out exclusively by the Rental Store.

ARTICLE 10: INSURANCE

The Customer has the possibility to safeguard against the risk of theft and breakage of the Reserved Equipment, as well as the risk of cancellation or interruption of stay through travel delays and cancellations. The cancellation insurance proposed on the Website in the section provided for in this effect.

ARTICLE 11 MULTI-ACTIVITY OPTION

By choosing the "Multi-activity" option (optional): the Customer will have the possibility, depending on the availability of the Rental Store, to exchange the Reserved Equipment for other equipment available in the same category, provided that the rental price of the equipment is identical or the Customer pays the difference. If the Customer does not choose the "Multi-activity" option, any change of equipment will be invoiced directly to the customer by the Rental Store.

In case of exchange for a lower price, the difference will not be refunded. In the event of an exchange for a higher price, the customer must pay the difference. The exchange of equipment offered by the "Multi-activity" option is only possible twice during the same stay.

ARTICLE 12: INTELLECTUAL PROPERTY

The entire Website and each of its elements fall under Intellectual property, including but not limited to copyrights, designs, trademarks, domain names, software and databases.

As such, all rights of reproduction, representation and public communication are reserved as property of GO SPORT MONTAGNE including downloadable documents and visual, photographic, audio-visual and other content.

Only the right to consult the Website is conferred to Customers. Reproduction of all or part of the content is only permitted for the sole purpose of providing information for personal and private use.

Any link set up towards the Website must be subject to prior authorization and written by GO SPORT MONTAGNE. GO SPORT MONTAGNE declines all responsibility concerning the content of these links. In all cases, hyperlinks to the Website must be removed at the first request from the Company.

ARTICLE 13: PERSONAL DATA

The information requested by GO SPORT MONTAGNE is for the processing of the order. The Customer has the right to access, modify, rectify, or delete their own data, by writing to GO SPORT MONTAGNE:

By email: resa@gosportmontagne.com

By post: Go Sport France - 17 avenue de la Falaise - 38 360 Sassenage.

ARTICLE 14: INDIVISIBILITY OF CLAUSES

The nullity, illegality or inapplicability of any provision of these General Rental Conditions shall not result in the nullity, illegality or inapplicability of the other clauses of these GRCs.

ARTICLE 15: APPLICABLE LAW

These GRCs are subject to French law. Any litigation related to their interpretation and / or execution shall be submitted to the territorially competent civil courts.