

## SNOW PEAK USA, INC. LIMITED WARRANTY POLICY (Internal – Last updated: October 7, 2022)

The Snow Peak USA, Inc. Limited Warranty

Snow Peak USA, Inc. ("Snow Peak") extends a limited warranty to customers who purchase Snow Peak products from Snow Peak or its authorized sellers (the "Warranty"). The Warranty covers manufacturer defects for the Warranty Periods set forth in the Warranty. The Warranty provides that Snow Peak, in its sole discretion, will repair or replace a defective product or product part(s) covered by the Warranty. The Warranty is limited by the terms described at snowpeak.com.

## Exclusion of Warranties for Products Sold by Unauthorized Sellers

Snow Peak has enacted distribution channel agreements and policies to ensure that Snow Peak products are sold to end user customers only by authorized sellers that are subject to and have agreed to follow Snow Peak's quality control standards in the US Marketplace. These standards are designed to ensure that end users receive products that are of the premium quality that consumers have come to associate with the Snow Peak brand. If an authorized seller does not adhere to these quality control standards, Snow Peak has the right to cease providing products to the seller and to terminate the seller's status as an authorized seller.

The Warranty is limited to products that are sold by authorized sellers that are subject to and have agreed to follow Snow Peak's quality control standards. Accordingly, the Warranty is not available for products purchased from unauthorized sellers because Snow Peak cannot oversee or take action to correct product quality issues caused by unauthorized sellers. This exclusion includes all products that are purchased from unauthorized sellers, including unauthorized Internet sites and unauthorized storefronts on online marketplaces.

## **Procedures for Handling Warranty Requests**

A Snow Peak customer service representative who receives a Warranty request should endeavor to obtain the customer's responses to the questions set forth in the *Snow Peak USA, Inc. Product Service Request Form.* Collecting this information will allow Snow Peak to determine whether the customer's Warranty claim should be honored or denied. This information will also assist Snow Peak in monitoring its authorized sellers' compliance with quality control requirements and identifying other potential issues in its supply chains.

Under the guidelines set forth in the Product Service Request Form, a customer service representative will provide a customer with a Return Authorization Number ("RA Number") if:

- 1. The customer is the original purchaser of the product;
- 2. The customer purchased the product from a Snow Peak authorized seller;
- 3. The customer claims that the product has a manufacturing defect, as opposed to normal wear and tear, product alteration or modification, misuse, or negligence;
- 4. The customer's Warranty request was made within the applicable Warranty Period; and
- 5. The customer is able to provide a receipt or other proof of purchase showing that the product was purchased from a Snow Peak authorized seller.

The customer must then mail the product, proof of purchase, and RA Number to the location provided by Snow Peak. When Snow Peak or Rainy Pass, a third party acting on behalf of Snow Peak receives these items, as set forth in the Product Service Request Form, Snow Peak or Rainy Pass will review the physical product to confirm: (1) all required materials were submitted; (2) the customer purchased the product from an authorized seller; and (3) the product has a defect covered by the Warranty. If so, Snow Peak will authorize repair or replacement of the defective product, in its discretion.

## Managerial Discretion to Provide Benefits Not Required by Warranty

There may be exceptional circumstances where a customer is dissatisfied with the terms of the Warranty (for example, because the customer no longer has proof of purchase or because the customer purchased the product from an unauthorized seller) and it would be warranted, for business reasons (*e.g.*, threat of litigation, loss of significant business, threat of brand harm via social media), to provide the customer with benefits beyond those strictly provided by the Warranty. On a case-by-case basis, Snow Peak supervisors will consider whether to provide a benefit to such customer because denying the request would likely result in significant harm to Snow Peak's reputation or business.