

Effective Date: November 17th, 2018

This Arc'teryx Limited Warranty is applicable to all purchases of Arc'teryx brand products on or after the Effective Date set forth above.

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ARC'TERYX LIMITED WARRANTY

BY USING YOUR ARC'TERYX PRODUCTS YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WARRANTY. BEFORE USING YOUR ARC'TERYX PRODUCT, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT USE YOUR PRODUCT. RETURN YOUR PRODUCT TO THE AUTHORIZED DEALER OF PURCHASE. SEE THE DEALER'S RETURN POLICY FOR DETAILS AND/OR ADDITIONAL RETURN REQUIREMENTS.

This warranty contains a binding arbitration agreement and a class action waiver for United States residents. If you live in the United States, the binding arbitration agreement and class action waiver affect your rights under this warranty. Please read the text under the section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)" carefully.

LIMITED WARRANTY

How Long Does this Limited Warranty Last and What is Covered?

Arc'teryx warrants the following Arc'teryx products against non-conformance with Arc'teryx material and workmanship specifications for the period of time stated below for the product ("Warranty Period"):

PRODUCT/CATEGORY	Warranty Period
Apparel	Practical Product Lifespan (defined below)
Packs (other than Voltair Airbag and related accessories)	Practical Product Lifespan (defined below)
Footwear (other than ski boots)	1 year from date of purchase
Climbing Gear	2 years from date of purchase
Accessories	Practical Product Lifespan (defined below)
Voltair Airbag (excludes battery)	3 years from date of purchase by the original purchaser or 50 inflations, whichever occurs first
Voltair Airbag battery	1 year from date of purchase
Ski Boots	1 year from date of purchase

Under the following conditions ONLY: **Conditions**

- A. You must be the original purchaser of the product with a valid proof of purchase from an authorized Arc'teryx dealer (**i.e., this warranty does not extend to purchases from: (i) third party auction sites, (ii) unauthorized dealers operating through use of third party marketplaces, or (iii) dealers selling altered or modified products**); and,
- B. The damage to your product must have been sustained as a result of normal, individual use (i.e., not subject to abuse).

What does Practical Product Lifespan Mean?

Practical Product Lifespan means the usual and customary wearable life of the product. The Practical Product Lifespan does not mean for your lifetime or mean a time period that is indefinite. The manner in which the product is used directly impacts the usual and customary wearable life of the product, as materials will deteriorate and fade over time and moving parts will also wear. Arc'teryx products are designed for long life and durability, if care instructions are followed carefully. If your product appears worn out, then it may be time to replace your product and we hope that Arc'teryx will be a part of your next buying decision. Practical product Lifespan will be determined in the reasonable discretion of an authorized Arc'teryx Customer Service representative who shall take into account at least the following factors: the type and nature of the product, the nature of the use of the product, nature of the product issue involved, and age of the product. The Arc'teryx Customer Service representative may require consumer information in order to make the foregoing determination and may not be able to make a determination without such accurate information from the consumer.

What This Warranty Does Not Cover?

THIS LIMITED WARRANTY DOES NOT COVER AND ARC'TERYX IS NOT RESPONSIBLE FOR:

1. DAMAGES CAUSED BY MISUSE, ABUSE, OR BY ACCIDENT OR NEGLIGENCE
2. FAILURE TO OBSERVE CARE INSTRUCTIONS INCLUDING INCORRECT LAUNDERING;
3. DAMAGE CAUSED BY RIPS, CUTS OR TEARS;
4. BURNS AND ABRASIONS;
5. DOWN AND/OR FEATHER MIGRATION AND PULL-THROUGH;
6. NORMAL WEAR AND TEAR;
7. COSMETIC DAMAGE (I.E., MINOR SCRATCHES, SURFACE DEFORMATIONS, OR DISCOLORATION) INCLUDING NATURAL FADING OF COLORS;
8. UNAUTHORIZED MODIFICATION OR ALTERATION INCLUDING ANY REPAIR DONE OUTSIDE OF ARC'TERYX CUSTOMER SERVICE;
9. PRODUCTS WITH REMOVED OR DEFACED HOLOGRAMS, DATE CODES, OR TAGS;

10. PRODUCTS PURCHASED FROM UNAUTHORIZED DEALERS (**INCLUDING, WITHOUT LIMITATION, PRODUCTS PURCHASED THROUGH (i) THIRD PARTY AUCTION SITES, (ii) UNAUTHORIZED DEALERS SELLING VIA THIRD PARTY MARKETPLACES, OR (iii) DEALERS SELLING ALTERED OR MODIFIED PRODUCTS**);
11. COUNTERFEIT PRODUCTS;
12. PRODUCTS PURCHASED “USED”, “AS-IS”, “WITHOUT WARRANTY”, OR,
13. ANY DAMAGES ARISING AFTER THE WARRANTY PERIOD.

THIRD PARTY CERTIFICATIONS

In addition, any marking, graphic or sticker applied to an Arc'teryx product indicating that it is certified or compliant or that the product has obtained some other certification or approval from a third party shall only constitute a representation that the product was so certified at the time of its manufacture and not at any later time. Should a product that was so certified or approved at the time of manufacture subsequently lose that certification or approval, then Arc'teryx may or may not, at its sole option, develop a program for retro-fitting, repairing or replacing the product and/or providing a voucher to be used toward the purchase of other Arc'teryx products. In such cases, to the greatest extent permitted under applicable law, the remedies provided under such program shall be the sole and exclusive remedies available to affected product owners and shall supersede the terms of this limited warranty.

MAKING A WARRANTY CLAIM

DO NOT RETURN YOUR PRODUCT TO YOUR DEALER. To begin a warranty claim, visit: <https://arcteryx.com/help/product-service/service-request> and fill out the online Product Service Request form, including a picture of your original receipt from an authorized Arc'teryx dealer as well as your product, together with the acknowledgement that you have read and agreed to the terms of this Limited Warranty, including the section titled **BINDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER (U.S. RESIDENTS ONLY)** below. After receiving the completed form Arc'teryx will email you a confirmation of receipt. After reviewing the form Arc'teryx will follow up with next steps; which may include a Return Authorization Number (RA#) and shipping instructions.

After receiving a Return Authorization Number (RA#) and shipping instructions you must then ship your product to the address provided by Customer Service, referencing your Return Authorization Number (RA#), as directed by Arc'teryx Customer Service.

To complete your warranty claim you must send your product to the Arc'teryx Product Service Center. Upon receipt of your product and original proof of purchase, Arc'teryx's technical staff will examine your product. We reserve the right to perform testing to determine if your product is subject to this warranty. If we determine that your product is covered by this limited warranty, then Arc'teryx will provide you with one of the warranty remedies listed below. If we determine that your product is not covered by this limited warranty, then we will return your product to you, or if possible, repair your

product at your expense. You will be notified of a repair proposal before we begin the repair process. If you reject the repair proposal, the product will be returned to you; provided, Arc'teryx reserves the right not to return product that Arc'teryx determines is unsafe for use for its intended purpose without such repair.

Note - Arc'teryx reserves the right to refuse warranty service to any person who, in Arc'teryx's sole discretion, abuses its products or warranty policy.

If Arc'teryx determines that your product is subject to this warranty, Arc'teryx will, during the Warranty Period, in its sole discretion: (1) repair the product at no charge for labor or parts, (2) replace the product with the same model product, (3) replace the product with a comparable product should your product be discontinued or otherwise unavailable, or (4) provide you with a voucher to be used toward the purchase of other Arc'teryx products on www.arcteryx.com. If Arc'teryx replaces your product, the replacement product does not start a new Warranty Period, but does fulfill the remainder of your existing Limited Warranty Period. **Note - This warranty is limited to one repair or replacement product per each original product purchase.**

You shall be responsible for all taxes, fees, or other charges for shipping, transportation, postage or otherwise, except where prohibited. Until received by Arc'teryx, you shall bear the risk of loss. To the fullest extent permitted by law, the above three remedies shall be your sole and exclusive remedies under this Limited Warranty and supersede any prior contrary or additional representations, whether oral or written.

What to Do If You Are Not Satisfied With Service?

If you feel Arc'teryx has not met its obligations under this warranty, you may attempt to resolve the issue informally with Arc'teryx. If you are unable to resolve the issue informally and wish to file a formal claim against Arc'teryx, and if you are a resident of the United States, you must submit your claim to binding arbitration according to the procedures described below, unless an exception applies. Submitting a claim to binding arbitration means that you do not have the right to have your claim heard by a judge or jury. Instead your claim will be heard by a neutral arbitrator.

How Long Does a Warranty/Repair Order Take?

Warranty/Repair timing may depend on the type of product, the season, and the availability of parts and/or materials. Most can expect a 4-6 week turnaround.

BINDING ARBITRATION AGREEMENT; CLASS ACTION WAIVER (U.S. RESIDENTS ONLY)

UNLESS YOU HAVE BROUGHT AN ELIGIBLE CLAIM IN SMALL CLAIMS COURT OR HAVE OPTED OUT AS DESCRIBED BELOW, ANY CONTROVERSY OR CLAIM RELATING IN ANY WAY TO YOUR ARC'TERYX PRODUCT, INCLUDING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS WARRANTY, A BREACH OF THIS WARRANTY, OR THE ARC'TERYX PRODUCT'S SALE,

CONDITION OR PERFORMANCE, WILL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION AND CONDUCTED BY A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND ITS SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. You may learn more about the American Arbitration Association and its rules for arbitration by visiting www.adr.org or by calling 800-778-7879. Since this warranty concerns a transaction in interstate or international commerce, the Federal Arbitration Act will apply.

The filing fees to begin and carry out arbitration will be shared between you and Arc'teryx, but in no event will your fees ever exceed the amount allowable by the American Arbitration Association, at which point Arc'teryx will cover all additional administrative fees and expenses. Arc'teryx waives its right to recover attorneys' fees in connection with any arbitration under this warranty. If you are the prevailing party in an arbitration to which the Supplementary Procedures for Consumer-Related Disputes applies, then you are entitled to recover attorneys' fees as the arbitrator may determine.

The dispute will be governed by the laws of the state or territory in which you resided at the time of your purchase (if in the United States). The place of arbitration will be Cook County, Illinois, or your county of residence (if in the United States). The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator will not award consequential damages, and any award will be limited to monetary damages and will include no equitable relief, injunction, or direction to any party other than the direction to pay a monetary amount. Judgment on the award rendered by the arbitrator will be binding and final, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having jurisdiction. Except as may be required by law, neither you nor Arc'teryx nor an arbitrator may disclose the existence, content, or results of any arbitration under this warranty without the prior written consent of you and Arc'teryx.

ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. ARC'TERYX AND YOU AGREE THAT NO PARTY WILL HAVE THE RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED AS A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

Exceptions to Binding Arbitration Agreement and Class Action Waiver

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION

AGREEMENT AND CLASS ACTION WAIVER, THEN: (1) you must notify Arc'teryx in writing within sixty (60) days of the date that you purchased the product; (2) your written notification must be mailed to Arc'teryx at 130 E. Randolph St., Suite 600, Chicago, IL, 60601, Attn: Legal Department; and (3) your written notification must include (a) your name, (b) your address, (c) the date you purchased the product, and (d) a clear statement that you wish to opt out of the binding arbitration agreement and class action waiver.

In addition, you may pursue a claim in small claims court in your county of residence (if in the United States) or in Cook County, Illinois. In such case the provisions of the section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents)" will not apply.

EXCLUSIONS AND LIMITATIONS

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE EXPRESSED ABOVE. ARC'TERYX DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL BE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE. SOME STATES (INCLUDING NEW JERSEY) AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ARC'TERYX WILL NOT BE RESPONSIBLE FOR LOSS OF USE, LOSS OF INFORMATION OR DATA, COMMERCIAL LOSS, LOST REVENUE OR LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ARC'TERYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES (INCLUDING NEW JERSEY) AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN LIEU OF ANY OTHER REMEDY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER (INCLUDING ARC'TERYX'S NEGLIGENCE, ALLEGED DAMAGE, OR DEFECTIVE GOODS, NO MATTER WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT), ARC'TERYX MAY, AT ITS SOLE AND EXCLUSIVE OPTION AND IN ITS DISCRETION, REPAIR OR

REPLACE YOUR PRODUCT, OR REFUND ITS PURCHASE PRICE. AS NOTED, SOME STATES (INCLUDING, NEW JERSEY) AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

HOW THE LAW APPLIES

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state, province to province, and country to country. This warranty applies to the greatest extent permitted by applicable law.

GENERAL

No employee or agent of Arc'teryx may modify this warranty. If any term of this warranty, other than the class action waiver, is found to be unenforceable, that term will be severed from this warranty and all other terms will remain in effect. If the class action waiver is found to be unenforceable, then the entire section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)" will not apply. This warranty applies to the maximum extent not prohibited by law.