

GENERAL TERMS AND CONDITIONS OF THE O'NEILL E-SHOP

1. DEFINITIONS

In these General Terms and Conditions (hereinafter: 'GTC'), the following terms and definitions apply:

Consumer: the natural person who is not acting in the conducting of a profession or business and who enters into a distance contract with O'Neill;

E-shop: O'Neill's webshops;

O'Neill: O'Neill Europe B.V.

Agreement: an agreement where, under a system for the distance selling of products organised by O'Neill, up to and including the entering into of the agreement, use is solely made of one or more techniques of distance communication;

Distance communication techniques: means that are used to enter into an agreement without the Consumer and O'Neill being in the same room at the same time;

Cooling-off period the period of time during which the Consumer can utilise his or her right of withdrawal;

Right of withdrawal the option that the Consumer has during the cooling-off period to refrain from entering into the distance agreement;

Day: calendar day;

2. APPLICABILITY

- 1) These General Terms and Conditions (GTC) apply as from 1 January 2020 to all offers made by O'Neill in its E-shops and to all Agreements entered into by O'Neill.
- 2) These GTC will be provided to the Consumer electronically and in such a way that the Consumer can easily store them on a long-lasting data carrier.
- 3) Where expressly stated, additional conditions apply to certain products in addition to these GTC.

3. FORMATION OF THE AGREEMENT

- 1) Subject to the provisions in Article 4, the Agreement is formed at the moment in time when the Consumer accepts O'Neill's offer electronically.
- 2) If the Consumer has accepted the offer electronically then without delay O'Neill will electronically confirm - via an order confirmation - the receipt of the offer acceptance. The

Consumer can terminate the Agreement as long as receipt of this acceptance has not been confirmed.

- 3) O'Neill takes appropriate technical and organisational measures to safeguard the electronic transfer of data and provides a secure web environment. If the Consumer pays electronically then O'Neill will apply appropriate security measures to this end.
- 4) Within the statutory frameworks, O'Neill may find out whether the Consumer can comply with his payment obligations, and may also find out all the facts and factors that are relevant to a responsible entering into of the Agreement. If O'Neill's enquiries lead to it having valid grounds for declining to enter into the Agreement then it is entitled to refuse an order or request.

4. THE OFFER

- 1) If an offer has a limited period of validity or is made subject to certain conditions then this will be expressly stated in the offer.
- 2) The offer contains a complete and accurate description of the product(s) offered. The description is sufficiently detailed for it to be possible for the Consumer to make an accurate assessment of the offer. If O'Neill uses illustrations then these will accurately reflect the products offered. O'Neill is not bound by obvious mistakes or errors.
- 3) The website contains information that makes it clear to the Consumer what the rights and obligations are that are attached to the acceptance of the offer. This relates in particular to:
 - The price including taxes;
 - Any delivery costs;
 - The way in which the Agreement is to be formed and which acts will be necessary for this;
 - Whether the right of withdrawal applies or not;
 - The methods used for payment and delivery and for execution of the Agreement;
 - The deadline for accepting the offer or the period for which the price is valid.

5. PRICES & SHIPPING COSTS

- 1) The prices that apply are those that apply at the moment in time at which a product is ordered. All prices are expressed in the local currency and are quoted inclusive of turnover tax but exclusive of shipping costs. The amount of the shipping costs and COD (cash on delivery) charges does not depend on the number of products ordered but on the total order value or on applicable special offers.
- 2) Special price offers, including discounts, are only valid for the period of validity stated alongside the special offer and only apply while stocks last. This statement is either printed in a folder or else is stated on the Internet website with regard to this special price offer.

6. PAYMENT/REIMBURSEMENT OF MONIES

- 1) The payment options available depend on the country in which the order is placed. The available payment options are made known in the E-shop. In any case, the following payment methods can always be used:
 - PayPal
 - Credit card (VISA or Mastercard)
- 2) If a payment term is agreed by O'Neill then the mere lapsing of this period means that the Consumer is in default. Payment terms can only be agreed in writing and will be subject to other terms and conditions that are set and agreed at that time.
- 3) If a payment mode using a credit card or PayPal is opted for then the conditions of the relevant card issuer or PayPal apply. O'Neill is not a party to the relationship between the Consumer and the card issuer.
- 4) All reasonable judicial and extrajudicial costs of whatever kind, including payment collection costs, will be charged to the Consumer that O'Neill incurs as the result of the Consumer's failure to fulfil his payment obligations and/or other obligations.
- 5) In the case of late payment, O'Neill is authorised to terminate the Agreement **in whole or part** with immediate effect or to suspend delivery or further delivery until such time as the Consumer has fulfilled his payment obligations in full, this including the payment of costs as referred to in Article 6.4.

7. DELIVERY

- 1) At the current time, O'Neill delivers to customers who have an address in Belgium, Bulgaria, Germany, Denmark, the United Kingdom, Estonia, Finland, France, Greece, Hungary, Italy, Luxembourg, the Netherlands, Austria, Poland, Portugal, Romania, Spain, Slovakia, the Czech Republic and Sweden.
- 2) O'Neill dispatches the accepted orders - either itself or via a third party - as quickly as possible in the order in which they are received. Subject to the provisions of Article 4, if a product is in stock then the average delivery period is 3 to 5 working days from the order date.
- 3) If a delivery cannot be made at all or within the average delivery period, for example because the products are not in stock, then the Consumer will be informed about this as soon as possible. O'Neill is not liable for any loss of any kind that results from the exceeding of the announced delivery periods.
- 4) Unless a longer delivery period is agreed, O'Neill will carry out the order within 30 days at the latest. If the order cannot be carried out within 30 days then O'Neill will inform the Consumer about this and the Consumer will be entitled to terminate the Agreement without charge.

8. RETURNING GOODS & RIGHT OF WITHDRAWAL

- 1) The Consumer is obliged to carefully inspect the products (or to arrange for this to be done) immediately after their receipt.
- 2) The Consumer is entitled to terminate the purchase - without stating any reasons - no later than 14 days after the product in question was delivered, this being the cooling-off period,

provided that the products have not been worn or otherwise used and with due observance of the following:

- For reasons of hygiene, men's and boys' swimwear cannot be returned. Ladies' and girls' clothing can only be returned if the hygiene sticker has not been removed;
- For hygiene reasons, underwear cannot be returned;
- Original labels must not have been removed;

Without affecting the Consumer's statutory rights, the Consumer can contact O'Neill's customer service as referred to in Article 14 paragraph 2 in order to terminate the purchase in the aforementioned way.

Without affecting the Consumer's statutory rights, after terminating the purchase the Consumer can return the item - including by using the return slip supplied - in order to then get his money back. The costs of the return shipment will be borne by the Consumer.

- 3) If the Consumer has utilised his right of withdrawal as referred to in the previous paragraph then O'Neill will ensure that the sum paid by the Consumer will be repaid to the latter no later than 21 days after the purchase was terminated.
- 4) If a product is returned that is part of an order of multiple products for which a discount arrangement applies then the following applies:
 - 2 products purchased at a discount: the Consumer is entitled to terminate the purchase for both products - without stating reasons - no later than 7 days after these products were delivered. If the Consumer only wishes to terminate the purchase of one of these two products then the Consumer will be repaid the original purchase price (without discount) of the product minus the total discount stated in the order.
 - Buy 1, get 1 free: the Consumer must also return the free article and will then be repaid the money for the product purchased;
 - 'Get the Look', i.e. where multiple products are purchased at a lower price: the Consumer is entitled to terminate the purchase for all the products - without stating reasons - no later than 7 days after these products were delivered. If the Consumer only wishes to terminate the purchase of one or a number of these products then the Consumer will be repaid the original purchase price (without discount) of the product minus the total discount stated in the order.
- 5) The risk of damage to and/or loss of the returned product rests with the Consumer until the moment in time at which O'Neill receives the returned product.

9. RETENTION OF TITLE

- 1) The products remain O'Neill's property until the Consumer has paid the invoice amount in full.

- 2) The Consumer must not encumber, sell, supply on, dispose of or otherwise encumber the products before ownership thereof has passed to him.
- 3) The risk of the products passes to the Consumer at the moment in time when the products are delivered to the Consumer.

10. GUARANTEE/LIABILITY

- 1) O'Neill warrants that the products comply with the Agreement and with the descriptions stated in the offer.
- 2) The scope of any liability on the part of O'Neill is limited to the invoice value of the supplied products that gave rise to the liability or in connection with which the liability arose.
- 3) O'Neill may include links on its Internet website to other Internet sites that may be of interest to the visitor or that the latter may find informative. Such links are merely informative in nature. O'Neill is not responsible for the content of the Internet website that is referred to/linked to or for the use that may be made of it.

11. FORCE MAJEURE

- 1) In the event of force majeure, O'Neill is not obliged to fulfil its obligations in respect of the Consumer, with these obligations being suspended for the duration of the force majeure.
- 2) Force majeure is considered to be any circumstance that is beyond O'Neill's control that prevents O'Neill from fulfilling its obligations in respect of the Consumer in whole or part. These circumstances include (amongst others) strikes, fire, operational failures, power failures, suppliers or other deployed third parties failing to deliver on time or at all, the lack of any permit/licence to be obtained from the authorities and unusual weather conditions. Force majeure is also deemed to include faults in a telecommunications or other network or in a connection or in communications systems used and/or the unavailability at any time of the Internet website.

12. INTELLECTUAL PROPERTY

- 1) The Consumer expressly recognises that all intellectual property rights relating to displayed information, symbols, communications or other statements relating to the products and/or the Internet website are vested in O'Neill, its affiliated companies, its suppliers or other entitled parties and that these rights are never transferred to the Consumer. Intellectual property rights are considered to include rights relating to patents, copyrights, trademarks, drawings and designs and/or other intellectual property rights and other rights, or other products, as well as patentable and non-patentable technical and commercial knowhow, methods and concepts.
- 2) The Consumer undertakes that if he utilises the intellectual property rights described in this Article then he will not violate them.

13. PRIVACY

- 1) O'Neill will solely process the data from the Consumer in accordance with its privacy policy. The Internet website also includes O'Neill's Privacy Policy.

14. APPLICABLE LAW / DISPUTE SETTLEMENT RULES

- 1) All offers and the Agreement are solely governed by Dutch law.
- 2) If the Consumer has a query and/or complaint then he may contact O'Neill's customer service (this free of charge from a landline):

AT/DE : +43 720 115 266
BE : +32 78 481 139
DK : +45 89 88 37 51
ES : +34 518 888 083
FI : +358 9 424 50430
FR : +33 975 18 24 89
NL : +31 85 8884 412
PL : +48 61 880 37 38
SE : +46 31 308 81 10
UK : +44 1899 491106

Contactable from Mondays to Fridays from 9.00 a.m. to 6.00 p.m. The e-mail address for customer service is customerservice@oneilleshop.com. Complaints are usually dealt with within 1 working day. If this is not possible for any reason then the Consumer will be told about the duration of the delay.

- 3) The parties are at all times entitled to submit a dispute to the Dutch court that is competent according to the law.

15. COMPANY INFORMATION

O'Neill has its registered office (principal establishment) at Oosteinde 32, 2361 HE Warmond (NL) and is registered in the commercial register under number 28036121.

16. OTHER POINTS

- 1) No rights may be derived from the information in the web environment.
- 2) Typing errors and price changes may occur.
- 3) O'Neill is entitled to amend these General Terms and Conditions from time to time. The amended terms and conditions will apply as soon as they are published in the web environment.
- 4) If any provision of these General Terms and Conditions is null and void or nullified then the remaining provisions of these General Terms and Conditions will remain in force in full and O'Neill will incorporate one or more new provisions to replace the null and void or nullified provision(s) that comply with the purpose and meaning of the null and void or nullified provision(s) as much as possible.