

GENERAL TERMS AND CONDITIONS E-SHOP O'NEILL

1. DEFINITIONS

In these General Terms and Conditions, the following definitions shall apply:

Consumer: the natural person who is not acting in the exercise of a profession or business and who engages in a contract on distance with O'Neill Europe B.V.;

E-shop: web based stores of O'Neill Europe B.V.;

Distance contract: a contract whereby, organized by O'Neill Europe B.V. system for distance marketing of products, to the conclusion of the contract only uses one or more means of distance communication;

Means of distance communication: means that can be used for the conclusion of a contract without the Consumer and O'Neill Europe B.V. being simultaneously in the same area or space;

Withdrawal period: the time limit within which the Consumer can make use of his right of withdrawal;

Right of withdrawal: the possibility for the Consumer to change its mind within a specific period of time regarding the contract;

Day: calendar day.

2. APPLICABILITY

- 1) These General Terms and Conditions apply as from 1st January, 2010, to all offers of O'Neill Europe B.V. in its E-shops and to all distance contracts concluded with O'Neill Europe B.V. By ordering in the E-shop, the Consumer accepts these General Terms and Conditions.
- 2) In addition to these General Terms and Conditions any additional terms may apply to certain products, if so indicated.

3. FORMATION OF THE CONTRACT

- 1) Subject to the provisions of paragraph 4 the contract shall be concluded as soon as the Consumer has accepted the offer of O'Neill Europe B.V. by electronic means.
- 2) If Consumer accepts the offer electronically, O'Neill Europe B.V. shall send an order confirmation without delay and by electronic means upon receipt of the acceptance of the offer. As long as the receipt of such acceptance is not confirmed, the Consumer is able to dissolve the contract.
- 3) O'Neill Europe B.V. shall take appropriate technical and organizational measures to protect the electronic transmission of data and will secure a safe web environment. If the Consumer pays electronically, O'Neill Europe B.V. will take the necessary safety measures.
- 4) O'Neill Europe B.V. may – within legal frameworks – inform if Consumer will be able to fulfill its financial commitments, as well as enquire after any other facts and circumstances that are of interest to a sensible conclusion of the contract. If O'Neill Europe B.V., on the basis of this research has good reason not to conclude the contract, O'Neill Europe B.V. is justified to reject an order or request.

4. THE OFFER

- 1) When an offer has a limited validity or is done subject to conditions, this will be expressively mentioned in the offer.

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- 2) The offer includes a full and accurate description of the offered products. The description is sufficiently detailed for the Consumer to make a sound assessment of the offer. If O'Neill Europe B.V. makes use of images these are a truthful representation of the offered products. Manifested mistakes or errors in the offer do not bind O'Neill Europe B.V. in any way.
- 3) The website contains such information, that it is clear to the Consumer what his rights and obligations are subject to the acceptance of the offer. In this regard, in particular:
 - the price including taxes;
 - any costs of delivery;
 - the way in which the contract will be executed and what actions are required;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery or enactment of the contract;
 - the time allowed for acceptance of the offer, or the time limit for the price.

5. THE PRICE/SHIPPING

- 1) The prices at the time of ordering a product are applicable. All prices are indicated in the local currency and include sales tax.
- 2) Special price promotions are valid only for the validity period as indicated in the offer. This indication is printed in a folder or is listed on the E-shop site in relation to that special price offer.
- 3) The prices listed in the E-shop are exclusive of shipping costs. The amount of the delivery or cash on delivery charges does not depend on the amount of products ordered, but the total order value or applicable actions.

6. PAYMENT/REFUND

- 1) The available payment procedures depend on the country in which the order is placed. The available payment procedures are listed in the E-shop. In any case, there can always be paid in the following ways:
 - PayPal
 - Credit card (Visa, MasterCard, American Express)
- 2) In the case of a term of payment is agreed upon, the mere expiry of that term will cause the Consumer to be in breach. Payment terms can only be agreed upon in writing and under then agreed conditions.
- 3) In case of payment by credit card or PayPal, the conditions of the appropriate card issuer or PayPal shall apply. O'Neill Europe B.V. is not considered a party within the relationship between the Consumer and the card issuer.
- 4) The Consumer shall bear all judicial and extra judicial expenses of whatever nature, including collection costs, that O'Neill Europe B.V. will have to make as a result of non-compliance by the Consumer of his obligations, including payment obligations.
- 5) In the event of late payment O'Neill Europe B.V. is authorized to dissolve the contract with immediate effect or to suspend delivery until the Consumer's obligations are fully complied with, including payment of costs as referred to in article 6.4.

7. DELIVERY

- 1) O'Neill Europe B.V., itself or through a third party, ships the accepted orders as quickly as possible, in order of entry. If a product is in stock, the average delivery time is 2 to 5 business days from the order date.
- 2) If a delivery shall not or is not to take place within the average term, for example, in cases where the products are not in stock, the Consumer shall be informed as soon as possible.

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O'Neill Europe B.V. is not liable for any harm resulting from the change in the anticipated delivery time.

- 3) Unless a longer delivery term is agreed upon, O'Neill Europe B.V. will deliver the order within 30 days. If the delivery is not executed within 30 days, O'Neill Europe B.V. will inform the Consumer and the Consumer will have the right to dissolve the contract without costs.

8. RETURN/ RIGHT OF WITHDRAWAL

- 1) The Consumer is, immediately after receiving the products, required to carefully inspect the products.
- 2) Returning items purchased in the E-shop without giving reasons to the E-shop is allowed within 14 days after delivery of the product in question, being the time to consider, provided that the products have not been worn or otherwise used. The Consumer can return the item by using the provided return slip and will get his money back.
- 3) If the Consumer exercises his right of withdrawal as mentioned in the previous clause than O'Neill Europe B.V. shall take care for a refund within 30 days of the amount paid by the Consumer. The costs of returning products shall be borne by the Consumer.
- 4) Exchanging is not possible. Placing a new order is possible.

9. RETENTION/RISK

- 1) The products shall remain the property of O'Neill Europe B.V. until the full invoice amount by the Consumer has been settled.
- 2) The Consumer may not give, sell, provide or otherwise dispose the products before the ownership has passed onto him.
- 3) The risk of the products passes onto the Consumer at the moment that the products are delivered to the Consumer.

10. WARRANTY/LIABILITY

- 1) O'Neill Europe B.V. warrants that the products comply with the contract, the listed specifications of the offer, to the reasonable requirements of soundness and usability, and at the date of the conclusion of the contract existing legal provisions and/or Government regulations.
- 2) It is possible that O'Neill Europe B.V. on its E-shop site includes links to other internet sites that may be interesting or informative for the visitor. Such links are for informational use only. O'Neill Europe B.V. is not responsible for the contents of the website referred to or the use that can be created.

11. FORCE MAJEURE

- 1) In cases of force majeure O'Neill Europe B.V. is not taken to uphold its obligations to the Consumer, respectively, the obligation shall be suspended for the duration of the force majeure.
- 2) Force majeure means any of that circumstance beyond its reasonable contract, as a result of which the fulfillment of its obligations to the Consumer, in whole or in part, is prevented. Those circumstances include strikes, fires, operating faults, energy failures, not or late delivery of suppliers or other third-party-enabled, and the absence or obtaining of any State authorization and exceptional climatic conditions. Also, force majeure shall include a failure in the (telecommunications) network or connection or used communication systems and/or the unavailability of the E-shop site.

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12. INTELLECTUAL PROPERTY

- 1) The Consumer expressly acknowledges that all rights of intellectual property rights of displayed information, signs, notices or other expression regarding the products and/or on the E-shop site are owned by O'Neill Europe B.V., its affiliates, its suppliers, or other right owners. Intellectual property rights mean copyrights, patents, trademarks and designs rights and/or other intellectual property rights, including sui generis rights on databases and topography of semi-conductor products, or other products, as well as whether or not patentable technical and/or commercial know-how, methods, and concepts.
- 2) The Consumer shall not infringe the intellectual property rights as described in this article.

13. PRIVACY

- 1) O'Neill Europe B.V. will process the data of the Consumer only in accordance with its privacy policy. The E-shop site contains a Privacy Policy.

14. PERSONAL DATA/AGE LIMIT

- 1) O'Neill Europe B.V. does not accept orders for persons under the age of 18.

15. APPLICABLE LAW/DISPUTE SETTLEMENT

- 1) To all offers and contracts of O'Neill Europe B.V. Dutch law is applicable.
- 2) The Consumer can call in case of questions and/or complaints to the O'Neill Europe B.V. customer service (free from a landline):

GE : 0800 1803459
BE : 0800 11 276
NL : 0800 0228541
FR : 0800 91 71 30
UK : 0808 2343783
ES : 900 993243
IT : 800 789797
AT : 0800 29 64-92
DK : + 32.43.64.40.25 (N.B. international rate)

To be reached on Monday until Friday from 9:00-18:00 hours. The e-mail address of the customer service is customerservice@oneilleshop.com. Complaints are usually addressed within 1 working day. If for some reason this is not possible, the Consumer shall be informed of the delay in time.

- 3) Parties shall at all times have the right to submit the dispute to the legally competent Dutch court.

16. BUSINESS INFORMATION

O'Neill Europe B.V. is situated at Oosteinde 32 (headquarters), 2361HE Warmond (the Netherlands) and registered in the commercial register under number: 28036121.