

## General Terms and Conditions

### 1. GENERAL TERMS AND CONDITIONS OF ONAK B.V.B.A.

These General Terms and Conditions apply to all interactions and transactions made with ONAK B.V.B.A, either through the online webstore or by other means and all content placed on an online platform from ONAK, such as the website, webstore or adventure system. Please read them carefully before you place an order or make use of the website.

By using our website, by placing an order at ONAK, by paying an ONAK invoice or by invoicing ONAK, you declare to have read and accepted these General Conditions. All transactions with ONAK B.V.B.A. are subject to these General Terms and Conditions and supersede any other or earlier general terms and conditions of sale of ONAK. You are hereby notified of ONAK's express rejection of any terms and conditions inconsistent with these General Terms and Conditions or to any other terms and conditions proposed by you in accepting ONAK's quotation. Neither ONAK's subsequent lack of objection to any terms and conditions, nor the delivery of goods ordered from ONAK, shall constitute an agreement by ONAK to any terms.

The words 'ONAK', 'the company', 'we' or 'us/our' always refer to ONAK B.V.B.A.. The words 'you' or 'customer' always refers to the person or persons who purchase(s) goods from the company or agree(s) to purchase goods. Every reference to the website implies a reference to all URLs that are the property of ONAK.

### 2. PRICES AND PAYMENT

Images of goods displayed on the website of ONAK are merely illustrative and may contain elements which are not included in the price as displayed on the website or in the quotation.

All prices on the website are stated in EUR and include VAT and all applicable taxes, unless stated otherwise. They include VAT at the applicable rate, unless clearly stated otherwise. Prices communicated through other means are in EUR and excluding VAT unless stated otherwise. Additional to the prices, shipping costs will be charged depending on your location.

All prices are subject to change without prior notice.

Orders will only be delivered on the basis of full prepayment. The final delivery of orders will be thus withheld by us pending full payment. The payment of the requested amount will constitute acceptance of the offer or purchase offer in every respect.

Every invoice is sent to the address as provided by you. Every invoice will be considered accepted in lack of any written and well-defined objection within 15 days after dispatch of the invoice. We accept payment by direct debit in advance, by wire transfer, by credit card, by PayPal or by any other payment method listed during the checkout process on our website.

### 3. SHIPPING OF GOODS

Ordered products will be delivered as quickly as possible in accordance with the requested shipping method. All shipping costs are subject to change without prior notice. We will make every effort to ensure that you receive your order within the estimated delivery time.

The presentation of the goods sold by ONAK through its online webshop shall not be considered binding offers but an invitation to persons of legal age and capacity to order the goods.

All goods are supplied subject to availability. If we are unable to deliver your goods within 30 days after the expected delivery date, we will notify you immediately and inform you of the new expected delivery date.

If the goods we supply are visibly damaged during shipping or do not correspond to the items on the delivery note or the items you ordered, you are required to notify us and return the items within 7 calendar days following receipt. If we do not receive such notification, the customer will be deemed to have accepted the items and to be satisfied with them.

#### 4. WARRANTY

All offered products are subject to warranty against manufacturing or material defects. The statutory warranty lasts 24 months, starting from the date of delivery unless clearly stated otherwise for a certain product. Defects caused by accidents, negligence or injudicious use are not covered by the warranty.

You must notify ONAK in writing of any (hidden) defects within 2 months after such defects have been discovered. After this period of 2 months, no further complaint is valid.

To make a warranty claim, you need to send the item, together with a copy of the original delivery note, and a letter or e-mail stating your intentions to our head office:

ONAK bvba

Nederzwijnaarde 2, box 16  
9052 Gent  
Belgium

Please make clearly visible where the item is defect or which part is faulty. In case the warranty claim is found to be valid, ONAK will have the choice to either repair the defect or send you a replacement part or item and cover the shipment cost. In case the warranty claim is not approved, shipping costs will be covered by the customer. We recommend to contact us first by sending an email to [warranty@onakcanoes.com](mailto:warranty@onakcanoes.com) before sending us any goods to avoid unnecessary shipping costs. ONAK will not reimburse any shipping costs you made without our approval.

The purchased goods are only to be used in accordance with their intended purpose, in accordance with the instructions provided by ONAK, failing which the goods will not be covered by this warranty. The claim of any indemnity or guarantee also expires in every way if the goods are altered, repaired, modified or replaced by any other person or entity than ONAK or third parties authorized by us.

Defects that occur due to normal wear and tear or inappropriate treatment and/or usage, or due to external causes are not covered by the aforementioned warranty.

## 5. RETURNING AND EXCHANGING ITEMS

We want you to be completely satisfied with every purchase at ONAK. We make every effort to offer you outstanding quality, value for money and excellent service.

If you are a consumer domiciled in the EU who has ordered goods from ONAK, you have the right to withdraw from the sale of these goods within 14 calendar days from the day after delivery with the exception of goods which do not belong to standard product lines (in case the goods are custom made according to your specific demands), are subject to expiry/perishable or are sealed software of which the sealing was broken.

If you wish to exercise your right to withdraw from the sale of the goods delivered to you and return or exchange an article, please send us an e-mail via the contact form or to [retour@onakcanoes.com](mailto:retour@onakcanoes.com), stating your intention to withdraw your order and containing the number of your order and return the items in their original packaging to us within 14 calendar days.

If appropriate, we will exchange the goods or refund the price paid by you. All goods must be returned in new and unused condition, together with a copy of your original delivery note. The customer is responsible for the shipping of the goods to us and the costs therefore. We can withhold payment or an exchange goods as long as we have not received the returned goods.

## 6. LIABILITY AND FORCE MAJEURE

We are, save for premeditation or grave fault by ONAK or its service staff or employees, not liable for any damage that you or any third party may suffer as a result of the non- or improper function of our website, our web shop or the goods offered there and for damage as a result of a delayed, incorrect or incomplete delivery, or incorrect measuring, planning, sketches or specifications delivered by us or a third party employed by us.

We cannot be held liable for any indirect, immaterial or consequential damage due to late delivery or non-delivery by the carrier engaged by ONAK. Our liability in such instances is limited to the value of the items which have been demonstrated not being received by the customer.

You are liable for any damage due to your own fault or negligence when ordering, receiving and/or using the ordered goods or due to modifications made by you after delivery of the goods, in which case (i) the warranty described in article 4 expires (ii) we reserve all rights to claim compensation for any damage we have suffered as a consequence thereof.

At all times you are obliged to use the goods in accordance with the accompanying manual and safety instructions. Our products are specifically designed with safety in mind, but canoeing always involves certain risks, which you accept by making use of the goods. Using our goods is completely at your own risk.

Please follow local regulations and make sure to take the necessary safety precautions when making use of the goods. ONAK can never be held responsible for accidents and/or damages incurred while using the goods. In all cases our liability will always be limited and we cannot be held liable for any indirect, immaterial or consequential damage.

We are not responsible for failure to comply with our obligations if this is the consequence of or is caused by labour disputes or any other circumstances that are reasonably beyond our control such as situations of force majeure, civil unrest or riots, floods, fire, strikes, lock-outs, requisitioning, seizure, foreign exchange restrictions, promulgation of laws and transportation problems except where such lack was foreseeable by us, general scarcity of goods, and defects in or delays of deliveries from sub suppliers due to any of the factors set forth in this paragraph. If it becomes impossible due to such circumstances for the company to deliver the ordered items in whole or in part within a reasonable timespan, your liability will be limited to the value of the items already delivered, increased by any associated shipping costs.

## 7. CONTENT, PRICES AND PRINTING ERRORS

We check the prices, specifications and content we provide to the best of our ability, but although we make every effort to ensure that they are correct, we cannot be held liable for errors and omissions. We reserve the right to change our prices and specifications without prior notice.

Content posted by the users of our website may be shown on their personal pages and in the adventure system or on any other media published by ONAK. This content may not have been checked by ONAK personnel before being published. ONAK can therefore not be held responsible for this content. By publishing this content, the user grants ONAK the perpetual right to use it in accordance with the ONAK Privacy Policy.

## 8. TITLE TO GOODS

All goods supplied to the customer remain the property of ONAK until we have received all amounts due for the goods in question.

## 9. COMPLAINTS

All complaints and comments can be sent to [complaints@onakcanoes.com](mailto:complaints@onakcanoes.com). We will use our best endeavours to deal with your complaint within 5 working days. If we cannot resolve your complaint immediately, we will inform you of the expected time and keep you informed of all enquiries.

## 10. CONTACT DETAILS AND REGISTERED OFFICE

ONAK bvba

Nederzwijnaarde 2, box 16  
9520 Gent  
Belgium

[info@onakcanoes.com](mailto:info@onakcanoes.com)

+32 92 98 01 73

Registered at the Crossroads Enterprise Databank under number 0628.757.859 and the Trade Register of the Commercial Court of Gent with VAT number BE 0628 757 859.

## 11. JURISDICTION AND GOVERNING LAW

All agreements are subject to and will be interpreted in accordance with Belgian law, and all disputes between the parties shall be exclusively settled by courts in Gent, Belgium, notwithstanding the right of any customer who is an EU consumer to bring proceedings in the courts of the place where that customer is domiciled.

An extrajudicial dispute resolution for Belgian customers is possible through the Consumentenombudsdienst/Service de Médiation pour le Consommateur.

This service will at its turn treat the request by itself or will forward the request to a more specialized service, if any. The Purchaser is able to reach this service using following contact details:

### CONSUMENTENOMBUDSDIENST/ SERVICE DE MEDIATION POUR LE CONSOMMATEUR

North Gate II

Koning Albert II-laan 8 Bus 1 / Boulevard du Roi Albert II 8 Bte 1 1000

Brussel

Tel : 02 702 52 00

Fax : 02 808 71 20

E-mail : [contact@consumentenombudsdienst.be](mailto:contact@consumentenombudsdienst.be) / [contact@mediationconsommateur.be](mailto:contact@mediationconsommateur.be)

Website: [www.consumentenombudsdienst.be/nl](http://www.consumentenombudsdienst.be/nl) / <http://www.mediationconsommateur.be/fr>

On the aforementioned website, you are able to find all relevant information regarding this service and how an extrajudicial dispute resolution procedure works.

Non-Belgian EU customers can in case of a dispute choose to contact the Online Dispute Resolution Platform of the European Union through this link: <http://ec.europa.eu/odr>

Nothing in these General Conditions shall be deemed to affect your statutory rights.

## 12. SEPARATION CLAUSE

The potential nullity of any of the clauses of these General Terms and Conditions can in no event lead to nullity of any of the other clauses. In this case, ONAK and the customer shall make an effort to replace the potentially invalid clause by an equivalent and valid clause.

## 13. CHANGES

ONAK reserves the right to make changes to these general terms and conditions at any moment, without prior notice. In such a case, the new version will be published on the website ([onakcanoes.com/terms](http://onakcanoes.com/terms)) and provided with your order.

This version of the general terms and conditions dates from 12 May 2018.

