

# 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 making use of our website, by placing an order at ONAK or by paying an ONAK invoice, you accept these General Conditions. All transactions with ONAK B.V.B.A. are subject to these General Terms and Conditions.

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

All prices on the website are stated in EUR and including VAT 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.

All prices are subject to change without prior notice.

## 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.

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 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.

We cannot be held liable for any consequential damage due to late delivery or non-delivery by the carrier engaged by the company. Our liability in such instances is limited to the value of the items which it has been demonstrated were not received by the customer.

## 4. WARRANTY

All offered products are subject to warranty against manufacturing or material defects. The warranty lasts 12 months, starting from the date of the original invoice (unless stated otherwise), unless

otherways required by law. Defects caused by accidents, negligence or injudicious use are not covered by the warranty.

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 repair the defect or send you a replacement part 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 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.

## 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 wish to return or exchange an article that is not subject to warranty, or if you have decided not to keep it, 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 with the label to us within 14 calendar days. If appropriate, we will exchange the item or items or refund the cost price. 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.

Perishable goods, unsealed software or items that were personalized or manufactured according to your instructions cannot be returned.

## 6. FORCE MAJEURE

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 the company's control such as situations of force majeure, civil unrest or riots, floods, fire, strikes, lock-outs, transportation problems and promulgation of laws. 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, the customer's 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. By publishing this content, the user grants ONAK the perpetual right to use it in accordance with according the ONAK Privacy Policy.

Content published by users might not have been checked by ONAK personnel before being published. We can therefore not be held responsible for this content.

## 8. TITLE TO GOODS

All items supplied to the customer remain the property of ONAK until we have received all amounts due for the items 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. SEVERABILITY

In the event that one or more clauses of these general conditions should be held to be null and void or unenforce-able, this shall not affect the validity of the other clauses.

## 11. 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 May 29<sup>th</sup> 2017.

## 12. APPLICABLE LAW – JURISDICTION

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 the Belgian courts.

All disputes and disagreements shall be handled exclusively by the courts of Ghent.

## 13. CONTACT DETAILS AND REGISTERED OFFICE

ONAK bvba  
Nederzwijnaarde 2  
9520 Gent  
Belgium

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

+32 92 98 01 73

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