

Preamble

These terms and conditions of sale (hereinafter this “**Agreement**”) governing orders placed on the www.quiksilver.be or www.quiksilver.lu website (the “**Web Site**”) are hereby entered into between:

1. **HANALEI N.V.**, a company registered in Belgium with company no: RPR Gent 198.207, whose registered address is Antoon Catriestraat 39F - 9031 Drongen - Belgium with VAT number BE 0473.604.181 and represented by Mr. Nicolas Foulet (hereinafter “**Quiksilver**”, “**We**”, “**Us**”, “**Our**” or the “**Vendor**”); and

2. any natural person residing in the territory mentioned in article 1.3 hereunder who places an order via the Web Site for goods which the Vendor offers for sale on the Web Site (hereinafter the “**Order(s)**”), on a strictly personal basis and not for commercial, charitable or trade purposes, nor for the purposes of resale or transfer whether free of charge or in return for consideration (hereinafter the “**User**”, “**You**”, “**Your**” or the “**Customer(s)**”).

The Vendor and the Customer shall be referred to individually as a “**Party**” and collectively as the “**Parties**” for the purposes of this Agreement.

By placing an Order, the Customer agrees that its relationship with the Vendor concerning the preparation, conclusion and performance of any Order shall be governed by this Agreement as well as by the Terms and Conditions governing the Use of the Web Site which apply upon placing any Order and which shall be deemed to constitute, together with this Agreement, a single, indivisible contractual whole governing the relationship between the Parties, to the exclusion of any previous version of contractual terms available on the Web Site and any terms and conditions of the Customer. If a question necessary for the implementation or interpretation of this Agreement is not explicitly mentioned in this Agreement, it shall be governed by the rules and regulations applicable to distance sells companies.

ARTICLE 1. Purpose, Applicable Law and territory

1.1. Purpose

This Agreement sets out the terms and conditions governing the sale of goods offered by the Vendor on the Web Site, between the Vendor and the Customer. This Agreement governs the conditions under which Orders are placed, paid for, tracked and delivered, and where applicable, the warranties which may be applicable to Orders and the Customer’s right to change his/her mind after placing an Order, in compliance with the terms of this Agreement and the law governing this Agreement.

The Vendor shall be entitled to alter its terms and conditions of sale at any time. The terms and conditions of sale governing the relationship between the Parties in respect of an Order shall be the version which was online at the time the Customer placed the Order and which was

expressly accepted by the Customer upon placing the Order, those terms and conditions of sale constituting this Agreement as defined in the Preamble.

1.2. Applicable law and settlement of disputes

The Web Site, this Agreement and any Orders which are placed through the Web Site, as well as the performance thereof, shall be governed by Belgian law. Any dispute arising in connection with the interpretation or performance of this Agreement shall be governed by the exclusive jurisdiction of the Belgian courts.

1.3. Territories

Any Order placed on the Web Site may only be validly concluded between the Vendor and a Customer residing in Belgium or in Luxembourg.

ARTICLE 2.Orders

2.1. Placing an Order

During the ordering procedure the Vendor will ask the Customer to confirm that the Order is correct before the Customer proceeds to the checkout. If the Order is not correct, the Customer can revisit the Order and correct the mistake before submitting the Order to the Vendor. It is the Customer's responsibility to ensure that the Order is correct.

By placing an Order on the Web Site, the Customer confirms that:

- (a) he/she is not purchasing the goods for a commercial purpose as a trader;
- (b) he/she resides in a territory listed in article 1.3; and
- (c) the information provided by the Customer during the ordering procedure (including without limitation, title, first name, surname, phone number, email address, delivery and invoicing address) is accurate and complete.

2.1. The Customer's acceptance of this Agreement

The Customer must read and expressly accept this Agreement prior to placing any Order on the Web Site. Customers may save or print out this Agreement which applies to their Order. When Customers are ready to finalise an Order, they may print out a summary statement of such Order.

2.2. The Vendor's acceptance of the Order

The Vendor shall only fulfil Orders received via the Web Site from Customers residing in one of the territories listed in article 1.3 above provided that such Orders are due to be delivered in the territory where the Customer resides and provided that the value of each Order amounts to no more than 1500 euros (€).

Once the Vendor receives an Order placed by the Customer, the Vendor shall (subject to the goods being available) send a detailed order acknowledgement message to the Customer stating the total amount being billed to the Customer including all taxes, as well as the amount

of VAT which is being charged and the delivery terms applicable to the Order (the “**Acknowledgement**”). Subject to article 4.2.1, this Acknowledgement shall express the Vendor’s acceptance of the Order placed by the Customer.

Any goods and their prices shall only apply to Orders placed by Customers as long as they are visible on the Web Site during the placing of an Order by a Customer.

ARTICLE 3. Description of the goods and applicable prices

3.1. Description of the goods

The Customer may, prior to placing an Order, peruse the essential characteristics of the goods which they intend to order on the Web Site.

However, the Customer acknowledges that the images of the goods are for illustrative purposes only and have no contractual value.

3.2. Applicable prices

By placing an Order, the Customer accepts the prices and descriptions of the goods which are offered for sale on the Web Site.

The prices which are quoted next to each item offered for sale shall be shown in Euros (€) and include Value Added Tax (VAT), but exclude shipping and delivery costs. The prices of the goods that are the subject of an Order shall include VAT at the rate applicable on the date that the Order is placed in the territory where the Customer resides and where the Order is delivered.

The Vendor shall be entitled to modify the sale prices of its goods at any time. Should one or more taxes or compulsory levies be imposed or modified from time to time, whether upwards or downwards, such changes may be passed on as part of the sale price of the goods on offer on the Web Site.

However, the Vendor shall only charge the Customer the prices and taxes indicated to the Customer set out in the Acknowledgement. Moreover, the Customer shall be informed of the costs of shipping and delivering their Orders upon checking their shopping baskets and upon placing their Orders.

3.3. Discounts

Any special offers, promotional deals and money-off vouchers (hereinafter the “**Discounts**”) shall only be valid during the period of validity and subject to the conditions of each offer. Discounts may not under any circumstance be converted into a sum of money which is reimbursable or payable to the Customer.

Discounts may only be used by the Customer to whom they are granted and shall not be transferable to third parties. They shall be subtracted from the value of the Customer's Order including VAT but excluding the costs of shipping and delivering the Order. Unless otherwise mentioned in a specific Discount offer, the Customer shall be barred from using several Discounts cumulatively when placing a given Order.

Where the Customer mentions his/her possession of several Discounts on the Web Site concurrently, the Customer shall only be able to use the Discount of the largest amount for the same Order.

3.4. Purchase vouchers

Any purchase vouchers which are acquired by a Customer in the course of prior purchases of goods from Quiksilver (hereinafter the "**Purchase Vouchers**") may only be used by that Customer and shall not be transferable to third parties. They shall only be valid subject to the terms and conditions which are laid down by Quiksilver and disclosed to the Customer, such as those concerning their period of validity, and may only be redeemed against goods. Unless otherwise provided for by a given Purchase Voucher, Purchase Vouchers may not be used cumulatively with other Purchase Vouchers or with a Discount. Purchase Vouchers may not under any circumstance be converted into their cash equivalent and paid or reimbursed to the Customer.

The value of a Purchase Voucher must be used and consumed in full as part of a single Order and may not therefore be divided between several Orders.

Should the value of a Purchase Voucher be lower than the value of the goods the Customer wishes to order including VAT but excluding shipping and delivery costs, the Customer shall have to pay the difference between the two amounts involved as well as the shipping and delivery costs of the goods ordered.

Should the value of a Purchase Voucher be greater than the value of the goods the Customer wishes to order including VAT but excluding shipping and delivery costs, the Order shall not be accepted and the Customer shall be given the option to continue shopping by selecting additional items.

Should the value of a Purchase Voucher be equal to the value of the goods the Customer wishes to order including VAT but excluding shipping and delivery costs, the Customer's Order shall be accepted and the Customer shall only have to pay the shipping and delivery costs of the goods ordered.

If for any particular reason an Order is not accepted by the electronic payment validation server, the Customer shall be barred from using the Purchase Voucher during a period of 72 (seventy two) hours. Once this period has elapsed, the Purchase Voucher shall be reactivated and may be used by the Customer to place a new Order.

ARTICLE 4. Terms of payment

4.1. Payment currency

The currency used to pay for Orders shall be Euro (€).

4.2. Terms of payment

The Customer must pay for goods when it places the Order. The Customer may pay for his/her Orders online using any of the following cards: Carte Bleue, Visa and Mastercard, and by providing his/her card number and expiration date, as well as the three last digits of the number shown on the back of his/her bank card.

An immediate reimbursement on the Customer's bank account in case of unavailability of a good shall not give any right to compensation to the Customer.

4.2.1 Data processed by the Vendor

When paying for an Order, the Customer provides the Vendor with an implied warranty that he/she has the requisite authorisation to use the payment method he/she elected upon placing his/her Order. Any Acknowledgement issued by the Vendor shall be subject to approval of the Customer's payment by the relevant electronic payment validation server. Should the Customer's bank reject the payment, the Order shall not be accepted and there shall be no obligation on the Vendor to dispatch the goods. As part of the measures taken to prevent fraud over the Internet, the Vendor shall be entitled to transmit information concerning the Order and the Customer's payment method to a third party for verification purposes.

The Vendor shall check any Orders which have been validated on the Web Site in conjunction with the bank in charge of handling the electronic payments. Thus the Vendor may verify any Order whose delivery address is different from the Customer's billing address. In doing so, the Vendor may ask the Customer to provide further information and documents required for the Order to proceed: evidence of the fact that the Customer and/or the person whose name was provided does indeed reside at the delivery address, the Customer's bank details, etc. These requests shall be forwarded to the Customer either by e-mail or over the telephone.

The bank account linked to the payment method used by the Customer shall be debited as from the finalisation of the Order by the Customer on the Web Site. The Vendor shall be entitled to suspend or cancel any Order and/or any delivery, whatever the nature or state of progress thereof, if any monies due by the Customer are not paid or if there are any other problems with the Customer's payment. Should a Customer fail to pay or pay late for all or part of a previous Order, any subsequent Orders placed by the Customer may be refused and any pending deliveries for the Customer may be suspended. The Vendor shall notify the Customer of this situation.

4.2.2 Data processed by the bank handling the payments

For the purpose of ensuring the security, integrity and confidentiality of all payments made via the Web Site, the details of the Customer's bank cards shall be encrypted using the SSL (Secure Socket Layer) protocol while they transit over the Internet.

The data set out in the Order shall be handled by Ogone and CIC, a French bank, under its sole responsibility, in order to authorise payment for the Order and analyse the banking transaction as part of the measures taken to combat credit card fraud.

Should any payment incident occur in connection with a fraudulent use of a bank card, the data set out on the corresponding Order shall be recorded in a payment incident file kept by Ogone and CIC bank (and paypal when applicable). Any wrong or inaccurate declaration as well as any anomaly may also be dealt with specifically by the bank.

ARTICLE 5. Delivery

For security reasons, and in a bid to prevent bank card fraud, the billing address and delivery address of any given Order must be located in Belgium or Luxembourg.

The goods ordered shall be delivered by the transport operator to the postal address of the Customer set out in the Acknowledgement. The delivery deadline shall be set out after a maximum period of 7 (seven) working days from the Order, subject to its confirmation, depending on the delivery option chosen by the Customer (Standard, Express or collect point).

5.1. Delivery terms

The Vendor shall entrust the following transport operator with the task of transporting the goods:

Belgium	DPD	TNT	Kiala
Luxembourg	DPD	TNT	Kiala

Any Orders which are placed on a Friday, Saturday, Sunday or a public holiday in Belgium, Luxembourg or France shall be processed as of the following Monday or as of the next working day. The delivery timescales are expressed in working days and shall vary depending on the destination of the goods. Without prejudice to the provisions herein before and for information only, the estimated delivery times generally noted for the various forms of delivery are as follows:

- 4 (four) working days for "Express" deliveries bound for addresses in Belgium or Luxembourg as from the confirmation of the Customer's Order by the Vendor. In order to benefit from

Express delivery, the Order must be placed by the Customer and confirmed by the Vendor before midday.

- 5 (five) working days in the case of "Standard" deliveries bound for addresses in Belgium or Luxembourg as from the confirmation of the Customer's Order by the Vendor.

- 7 (seven) working days in the case of "Collect point" deliveries bound for addresses in Belgium or Luxembourg as from the confirmation of the Customer's Order by the Vendor.

5.2. Delivery tracking

Delivery tracking upon issuing an Acknowledgement, an order tracking number shall be provided to the Customer to enable the latter to track the progress of the delivery of his/her Order. The Customer may either:

- Click on a hypertext link featuring the Order confirmation, or
- Type the order tracking number of his/her Order in the parcel tracking area of carrier's web site as well as the postcode of the delivery address.

5.3. Presentation of the package to the Customer

The goods ordered shall be delivered to the Customer's personal address, wherever the location, such as its floor, provided that the delivery person is provided with the entry codes or access which he or she requires to deliver the goods.

Upon delivery of the package, a delivery note shall be presented to the Customer who shall be asked to sign it. Should it prove impossible to deliver the package to the Customer (e.g. the Customer's absence, incorrect delivery address, address cannot be found, etc.), the delivery person shall transmit a non-delivery code to the Vendor and shall leave a note to the Customer stating that he/she attempted to deliver the parcel and indicating the process for finalising the delivery.

The goods will be the Customer's responsibility from the completion of delivery.

ARTICLE 6. Warranties

With the exception of any goods which have been personalised at the Customer's request, goods which are sold via the Web Site may be exchanged or refunded under the terms and conditions of this Agreement and subject to the applicable law of this Agreement.

6.1. The Customer's right to change his/her mind

The Customer may from the date on which he/she places an Order cancel that Order in respect one or more of the goods that are the subject of that Order and request reimbursement for same subject to provisions set out below.

If the Customer wishes to cancel an Order in respect of certain good(s), he/she must notify the Vendor of such intention within 15 (fifteen) days of receiving all the goods that are the subject of that Order. The Customer will then have 15 (fifteen) days from her/his notification to cancel, to return at her/his own expense, the products ordered.

The Customer must inform the Vendor of its intention to cancel an Order by making a clear statement. If the Customer wishes to cancel an Order, the Customer may use the form on [Contact Us](#) or complete the Model Cancellation Form attached at Appendix 1 and email it to service.client@quiksilver-europe.com.

The Customer's cancellation of his/her Order shall only be taken into consideration provided that the goods for which the Customer is requesting reimbursement from the Vendor have been returned to the Vendor under the terms and conditions set out in article 6.3 below. Should this be the case, the Vendor shall reimburse the Customer by the same means of payment that the Customer used for the initial transaction unless expressly agreed otherwise, as soon as Quiksilver has received or collected the goods back or the consumer has supplied evidence of having sent back the goods, whichever of the two is the earliest. In any event, the Customer will not incur any fees as a result of the reimbursement.

The Vendor shall reimburse the Customer within 14 (fourteen) days of receiving the goods, or if earlier within 14 (fourteen) days of the Customer providing evidence that the goods have been returned, or where no goods have been supplied, within 14 days of being notified of the Customer's decision to cancel. The Vendor will reimburse the Customer the total amount paid for the rejected goods, as well as the least expensive outbound shipping and delivery costs in respect of those rejected goods. The additional shipping charges related to the Customer's choice of delivery option other than the standard delivery will not be subject to any refund.

The Vendor may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by the Customer.

6.2 Legal rights for non conformity of the Products

The Customer has a legal guarantee in accordance with the law of 1st September 2004.

6.3. Terms governing the return of goods to the Vendor

When any goods are covered by a specific warranty, the deadline and terms of the warranty are set out in the description of the goods involved.

Any goods returned by the Customer to the Vendor must have been purchased by the Customer

on the Web Site and must have been delivered to the Customer; they must be returned in a condition proper for the recommercialisation of the goods (including packaging, accessories), and must be accompanied by the Returns Note appended to the Delivery Note of the goods and attached in Appendix, to provide proof of purchase of the goods from the Web Site and proof of the date on which the goods were bought.

Any goods which are returned to the Vendor by the Customer must be sent to:

ENTREPOT GT LOGISTICS
155 RUE FONTAINE DE BIEVRE RVS CELLULE 5
38140 RIVES
FRANCE

Goods which are returned to the Vendor shall transit under the Customer's own responsibility. Therefore the Vendor hereby advises the Customer to return the goods using a transport operator which provides a facility for packages to be tracked on their way to the Vendor. Should the Customer not use such a transport operator, and should the package sent by the Customer not reach the Vendor, the Customer shall be unable to hold the transport operator to account in order to locate the package containing the goods being returned to the Vendor.

The shipping costs of the goods being returned to the Vendor shall be borne by the Customer. However, in case of a fault or an anomaly of the goods relating to their description in the Order form or in case of an error committed by the Vendor in respect of the goods delivered to the Customer relating to the goods which were ordered by the latter, the cost of returning the goods shall be reimbursed by the Vendor based on the "2nd class" or "standard" postal service rate applicable in the Customer's country of residence.

Upon receipt of the package containing the goods being returned by the Customer, the Vendor shall check that the goods being returned are compliant as well as the reason for the return. Should the goods being returned not qualify for an exchange or reimbursement, the Vendor shall refuse to accept their return and the goods shall be made available to the Customer for collection at the Vendor's warehouses, or may be sent back to the Customer at the latter's request and expense, within three months of being received by the Vendor.

Subject to the applicable legal guarantees, failure to comply with the terms of this Article, the Customer will not be able to express any claim for apparent defect of goods that have been delivered by the Seller, the products being then deemed free of any apparent defect.

6.4. Exchanges

Any request for an exchange submitted by a Customer must be submitted within 15 (fifteen) days from the date on which the products were delivered and in compliance with the terms of article 6.3 above. To proceed to an exchange of goods, the Customer must return the goods

he/she no longer require using exactly the same method as a standard return and place a new order for the goods the Customer wishes to receive.

ARTICLE 7. Liability

The Vendor will not be liable or responsible for any failure to perform, or delay in performance of, any of the Vendor's obligations under this Agreement that is caused by any act or event attributable to a case of force majeure as defined by the Belgian law and the Belgian Courts.

Similarly, the Vendor shall not be responsible for any inconvenience or damage related to the use of the Internet, including interruption but not limited to the Site's availability, any disruption in service, external intrusion or presence of computer viruses, loss or corruption of data or files, or to indirect damage, whatever the causes and consequences thereof.

ARTICLE 8. Electronic Signature, Proof and Electronic Storage

The Customer's online disclosure of his/her bank card number and final confirmation of the Order shall constitute evidence of the integrity of the Order and shall give rise to the Customer being liable to pay the entire value of the Order.

The Parties hereby agree that any data, information, files, dates and times on which the Web Site was viewed and on which any Orders were placed and any other data transmitted in digital form between the Parties shall constitute admissible and valid evidence which shall be enforceable and binding on the Parties and in any judicial procedure and shall have the same evidential force as a deed delivered under private seal.

The Parties hereby pledge not to challenge the admissibility, validity, enforceability or evidential value of the aforementioned electronic data elements based on the fact that they are electronic in nature. Unless proven otherwise, these elements shall be valid and binding on the Parties in the same way, under the same terms and with the same evidential value as any document which is drawn up, signed or stored in writing. The Vendor shall for as long as reasonably necessary store all Order Forms, Acknowledgements and invoices on a reliable and durable medium so as to retain an integral and durable copy thereof.

In the event that the Customer becomes aware of a fraudulent use of his/her bank card by a third party, the Customer should notify the Vendor as soon as possible by sending an e-mail to customer service, stating the number of the bank card involved and the date of the Order, and providing evidence of his/her identity. The provision of this information shall not give rise to any right to compensation of the Customer nor to any duty upon the Vendor to reimburse the Customer. Where applicable, the Customer may request compensation or reimbursement from the bank which issued his/her bank card in keeping with the provisions of the applicable laws and with the terms of the contract between the Customer and the bank.

ARTICLE 9: General

9.1 The Customer may only transfer its rights or obligations under this Agreement to another person if the Vendor agrees to such transfer in writing. The Vendor may transfer its rights and obligations under this Agreement at any time.

9.2 This Agreement is between the Vendor and the Customer. No other person shall have any rights to enforce any of its terms.

9.3 Each of the articles in this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

9.4 If the Vendor fails to insist upon the strict performance of any of the Customer's obligations under the Agreement, or the Vendor does not enforce its rights against the Customer, or if the Vendor delays in doing so, that will not mean that the Vendor has waived its rights against the Customer, and will not mean that the Customer does not have to comply with those obligations. If a Vendor does waive its rights under this Agreement, it shall only do so in writing. Any waiver by the Vendor in respect of a Customer default shall not constitute a waiver of any subsequent default.

ARTICLE 10: Contact us

Email: You can send us an email by clicking here: [Contact Us](#) or on the following email address service.client@quiksilver-europe.com .

Call us: use the free phone customer service number: 08000 58 107

Opening Hours: Monday to Thursday from 9:00 to 12:30 am and 02:00 to 06:00 pm. Friday from :00 to 12:30 am and 02:00 to 04:30 pm.

Last Update: 12 June 2014

Appendix: Model Cancellation form

Complete and return this form only if you wish to withdraw from the contract

To: service.client@quiksilver-europe.com

I hereby give you notice that I wish to cancel my contract for sale of the following goods:

[description of the goods]

Ordered on

[Signature]

[Print your full name]

[Insert your address]

Date: