

TERMS AND CONDITIONS

1. Applications

By confirming the online order, the customer declares he/she has accepted these terms and conditions.

Belgian law applies exclusively to this site.

By placing an order, you agree with the terms and conditions of delivery and payment. If you place an order online, you accept a sales and purchase agreement with Sportdaco and the associated terms and conditions of sale. Sportdaco reserves the right to amend its delivery and/or payment conditions after expiration of the term.

2. Identity of the enterprise

Sportdaco bvba - Keistraat 87, 9600 De Pinte, Belgium - BE 0675 525 222

contact@sportdaco.com

3. Pricing

The price is valid on the day they appear on the website or for any validity period indicated on the site. The price is listed in euros, including 21% VAT and including transportation and/or shipping costs. Sportdaco reserves the right to adjust or correct prices at any time. Sportdaco is not responsible for stated prices that are obviously incorrect, for example through obvious input, typesetting or printing errors, and may correct these even after an order has been placed. *The price is exclusive of any additional local costs that may apply, such as customs duties/sales tax; these extra costs are therefore at the customer's expense. These local costs depend on the type of region and local customs authorities.*

4. Delivery

Sportdaco applies a shipping rate as shown in the shop. The rate is exclusive of any additional local costs that may apply, such as customs duties/sales tax; these extra costs are therefore at the Customer's expense.

These local costs depend on the type of region and local customs authorities.

EU countries:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Republic of Ireland, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.

We ship worldwide!

Your order will be delivered within a period of 1-10 days after payment is received. These delivery periods are only indicative. Sportdaco cannot be held responsible for any delays that may arise during transportation.

Delivery will take place while stocks last.

The place of delivery is the address the Customer has given to Sportdaco.

Sportdaco shall inform the Customer as soon as possible if the goods are not in stock. The Customer will be contacted again when the goods are back in stock.

A sales and purchase agreement is concluded between Sportdaco and the Customer as soon as Sportdaco accepts the Customer's order.

Sportdaco obligation to deliver shall, subject to evidence to the contrary, be satisfied after Sportdaco has offered the Customer the goods for delivery once. In the event of home delivery, the carrier's report – even if it shows refusal to accept the delivery – shall serve as full proof of the offer to deliver.

All periods of time listed on the website are indicative. Therefore, no rights may be derived from the specified periods of time.

On receipt of the delivery, the Customer is expected to inspect the goods thoroughly and completely. The Customer shall inform Sportdaco of any defects within 48 hours of delivery. This can be done in writing or by email. If the Customer does not inform the seller of any defects within 48 hours, it is assumed that the Customer accepts the goods in the condition in which they were delivered. In addition, the right to submit a complaint shall no longer apply in that event. If the complaint is justified according to the seller, the seller may choose to pay compensation (up to the total invoice amount of the delivered goods) or to redeliver the goods free of charge. The seller is not obliged to pay any other form of compensation.

5. Payment

The Customer can purchase goods from Sportdaco.

The purchase is concluded when the Customer receives a confirmation email from Sportdaco.

6. Shipping Damage

All goods are inspected before shipping. We also ensure proper packaging of the parcel. The Customer undertakes to inspect the delivery immediately on receipt and to notify us immediately of any damage. This can be done by email, preferably with a photograph of the damaged item. Never throw away the packaging until you have made sure your order is in good condition. Returns should always be in consultation with us, so never send back a parcel on your own initiative.

Sportdaco cannot be held liable for loss, theft or damage during shipping via our shipping partners. We will ensure the products are packaged in such a way that damage is almost impossible. Each package sent by our shipping partners has a unique barcode or number that can be tracked online on the website of our shipping partner. If the Customer experiences problems receiving his/her package, he/she can contact the carrier, stating this unique barcode or number. The Customer will also receive a mail in which the tracking code will be included via a unique URL.

7. Right of withdrawal

In the event of a consumer sale under the Distance Selling Act, the buyer is entitled to return all or part of the delivered goods within a period of 14 days without having to give a reason. This period starts from the date of delivery of the ordered goods. If the Customer does not return the delivered goods to Sportdaco within this period, the purchase comes into effect. Before returning the goods, the Customer is obliged to notify Sportdaco in writing of the return with 14 days of delivery. The Customer shall prove that the delivered goods were returned on time, for example through proof of postal delivery. Returned goods must be in their original packaging (including accessories and documentation) and in unused, new condition. If the goods have been

used, encumbered or damaged in any way by the Customer, the right of termination under this paragraph shall lapse. Subject to the provisions of the preceding sentence, Sportdaco will ensure that the full purchase price, excluding shipping costs, will be refunded to the Customer within 30 days of correct receipt of the return. Returning delivered goods is entirely at the buyer's risk and expense.

The right of return does not apply to purchases of goods made to order and therefore bespoke. This right therefore does not apply to bespoke work.

In the event of incorrect delivery of ordered goods by Sportdaco, we will bear the full cost of return.

We reserve the right to reject returns if we suspect that the goods have been used, or in the event of suspected damage through no fault of Sportdaco or the supplier of the product.

8. Warranty

Under the law of 21 September 2004 on the sale of consumer goods and the protection of consumers, the consumer has certain legal rights. This legal warranty applies from the date of delivery to the first owner. Any commercial warranty leaves these legal rights intact.

To be able to make a warranty claim, the Customer must submit proof of purchase via the warranty card. Customers are advised to keep the original packaging of the goods and the warranty card.

When returning goods purchased online and delivered to the address given by the Customer, the Customer shall contact Sportdaco in advance and return the goods to Sportdaco at his/her own expense.

The Customer shall notify Sportdaco as soon as possible if a defect is discovered. In any event, all defects shall be reported within two months of the Customer's discovery of the defect. All repair or replacement rights shall lapse after this period.

The commercial warranty and/or legal warranty shall never apply to defects deriving from accidents, neglect, dropping, using the product for purposes other than its intended use, failure to follow the operating instructions or manual, changes or modifications to the article, rough handling, poor maintenance, or any other unusual or improper use. See the full warranty [here](#).

Defects that manifest themselves after a period of 6 months from the date of purchase or delivery shall not be deemed hidden defects, except where the Customer provides evidence to the contrary.

9. Force Majeur

Sportdaco is not liable if and when it is unable to fulfil its obligations due to force majeure.

Force majeure means any external cause and any circumstance for which the risk cannot reasonably be borne by Sportdaco. Force majeure expressly includes delays with performance or failure to perform services by our suppliers, Internet disruptions, electricity disruptions, email traffic disruptions and disruptions or changes in technology provided by third parties, transportation problems, strikes, government measures, delays in supply, negligence by Sportdaco's suppliers and/or manufacturers and by auxiliary persons, sickness of employees, and breakdowns of equipment or modes of transport.

Sportdaco reserves the right to suspend its obligations in the event of force majeure and is also entitled to terminate, wholly or in part, the agreement or to demand that the substance of the agreement be changed in such a way that performance remains possible. In no event shall Sportdaco be obliged to pay any fine or compensation.

10. Liability

Sportdaco cannot be held liable for damage or loss caused by improper use of the products. You should read the instructions on the packaging and/or consult our website before use.

Sportdaco shall never be liable to pay damages, of any nature whatsoever or on any grounds whatsoever, in excess of the total amount of the transaction between the Customer and Sportdaco.

11. Ownership

This site and its content are wholly and exclusively owned by Sportdaco. This site and its contents are protected by intellectual property rights. It is not permitted to reproduce, distribute, modify or communicate to the public any elements of this site or its content (text, images, layout, logos, software, etc.), in whole or in part.

12. Disputes

All agreements are governed exclusively by Belgian law.

Disputes arising from an agreement between Sportdaco and the buyer that cannot be resolved by mutual agreement shall be brought before the competent court within the district of Ghent.

13. Privacy

SPORTDACO will only use your customer data to perform the agreement you concluded by placing your order. Your data may also be used by Sportdaco to offer you information and/or offers of interest, with no obligation, but only if you explicitly request this by registering for our newsletter. Your data will not be transferred, distributed or sold to third parties.

SPORTDACO abides by the Belgian law of 8 December 1992 regarding the protection of privacy in the processing of personal data. If you have created a user profile, you can use this to access all your personal data as recorded on this website. If you wish, you can change your personal data online. Your password is stored in encrypted form, so SPORTDACO has no access to your password.

The SPORTDACO webshop uses cookies. Cookies are a standard Internet technology used to store and share certain information on the user's computer. Cookies cannot be used to identify individuals; a cookie can only

identify a machine. Internet users can change their computer settings so that cookies are not accepted. If your computer does not accept cookies, you may experience problems during the ordering process. Should this happen, we ask that you contact us so that we can enter your order.

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