

GENERAL TERMS AND CONDITIONS

The following terms and conditions govern all online offers, sales and purchases of products through the website(s) currently located at <https://kronaby.com> (together with any successor site(s), the "**Site**"). These terms hereby incorporate the terms and conditions of the <https://kronaby.com/privacy-policy> applicable to the Site.

1 DEFINITIONS

1.1 The following terms and expressions shall have the following meanings:

- a. 'consumer' means any natural person who is acting wholly or mainly for purposes which are outside his trade, business, craft or profession and who is not acquiring the product(s) for re-supply;
- b. 'day' means a calendar day;
- c. 'digital content' means data which are produced and supplied in digital form;
- d. 'durable medium' means any instrument which enables you or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- e. 'PPSA' means the *Personal Property Securities Act 2009* (Cth);
- f. 'product(s)' means the men and lady analogue watches, with smart functionalities and related accessories listed and described on the Site which Trader agrees to provide to you in accordance with these General Terms and Conditions;

2 IDENTITY

2.1 Products sold through the Site are sold to you by ModusLink B.V. ("**Trader**" or "**us**").

Trader's contact information is as follows:

ModusLink B.V.

Wapenrustlaan 11-31

Apeldoorn

Netherlands

VAT: NL800610040B01

Chamber of Commerce: 08055138 in Apeldoorn, Netherlands.

For Complaints please contact:

ModusLink B.V.
Wapenrustlaan 11-31
Apeldoorn
Netherlands
Info@moduslink.com

<https://kronaby.com/contact-us>

3 APPLICABILITY

- 3.1 These General Terms and Conditions apply to every offer of Trader and every contract concluded between Trader and you. Local laws and regulations where you reside may affect certain terms and conditions. These General Terms and Conditions, accordingly, are subject to local variation depending on the applicable governing law, and to the extent required these local governing laws are incorporated into these General Terms and Conditions. We reserve the right to make changes to these General Terms and Conditions and how we interact with you, including fulfilling your orders, at any time, to ensure compliance with local laws and regulations.

4 ORDERING AND CONTRACTING

- 4.1 When you visit the Site, place an order, or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights related to electronic communications.
- 4.2 You will be asked before the order confirmation to expressly accept these General Terms and Conditions and you represent and warrant that you are eighteen (18) years of age or older and have the legal right to use the payment means selected by you. Verification of information provided by you may be required prior to the confirmation or acceptance of an order or completion of any purchase. You will have an opportunity to review your order, and to correct any input errors, prior to submitting your order to us.
- 4.3 After receipt of your order confirmation, we will send to you, without undue delay, an acknowledgement of receipt and the confirmation by email that we have shipped the product to you. Note that we will only deliver products to your Australian address. We will inform you by email if, to due circumstances not within the Trader's reasonable control, a product you ordered is unavailable or if we will be unable to ship a product within the estimated delivery dates.
- 4.4 All relevant sales information shall form an integral part of the contract and shall not be altered unless we have expressly agreed otherwise.

5 WITHDRAWAL

- 5.1 Save where you do not have a right of withdrawal as per clause 5.6, you have a period of 14 days to withdraw from the contract, without giving any reason, and without incurring any costs other than those provided for in this clause 5. The withdrawal period will expire after 14 days from in case of sales contracts for products, the day on which you or a third party other than the carrier indicated by you acquires physical possession of the products, or:
- a. in the case of multiple products ordered by you in one order and delivered separately: the day on which you or a third party other than the carrier indicated by you acquires physical possession of the last product;
 - b. in the case of a contract relating to delivery of a product consisting of multiple lots or pieces: the day on which you or a third party other than the carrier indicated by you acquires physical possession of the last lot or piece;
 - c. in the case of a contract for regular delivery of products during a defined period of time: on the day on which you or a third party other than the carrier indicated by you acquires physical possession of the first product.
- 5.2 To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal written statement (e.g. a letter sent by post or using contact details provided to you as per clause 2.1) within the timeframe specified in clause 5.1. You may use the attached model withdrawal form, but it is not obligatory. You may also electronically submit the model withdrawal form or any other unequivocal statement on our website using our <https://kronaby.com/contact-us>, in which case we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium without delay. For most efficient processing of your withdrawal we suggest that you first contact our Customer Care, via <https://kronaby.com/contact-us>, for further detailed instructions. You shall have exercised your right of withdrawal within the withdrawal period if the communication concerning the exercise of the right of withdrawal is sent by you before that period has expired. The exercise of the right of withdrawal shall terminate the obligations of the parties to perform the contract. If you exercise your right of withdrawal, any ancillary contracts shall be automatically terminated.
- 5.3 Except where you do not have a right of withdrawal as per clause 5.6., or where you are outside the timeframe specified in clause 5.1, if you withdraw from the contract, we shall reimburse to you all payments received from you, including, if applicable, the costs of delivery (with the exception of the supplementary costs if you have expressly opted for a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to withdraw from this contract in accordance with clause 5.2. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise and provided you do not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the products back or until you have supplied evidence of having sent back the products, whichever is the earliest.
- 5.4 You shall send back the products to ModusLink B.V., Smakterweg 100, 5804 AM Venray, Netherlands or hand them over to us, without undue delay and in any event not later than 14 days from the day on

which you have communicated your decision to withdraw from the contract to us in accordance with clause 5.2. The deadline is met if you send back the products before the period of 14 days has expired. In consideration of risk of loss or damage of products as implied under clause 6.6, we recommend that you use a carrier that allows tracking and monitoring of delivery status for your returns. For most efficient processing of your return we suggest that you contact us at the telephone number indicated to obtain a return merchandise authorization (RMA) number prior to returning your product.

- 5.5 You shall only bear the direct cost of returning the products. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.
- 5.6 Despite any other clause in these General Terms and Conditions, in the following situations you do not have a right of withdrawal:
- a. the supply of products for which the price is dependent on fluctuations in the financial market which cannot be controlled by us and which may occur within the withdrawal period;
 - b. the supply of products made to your specifications or clearly personalized;
 - c. the supply of products which are liable to deteriorate or expire rapidly;
 - d. the supply of sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
 - e. the supply of products which are, after delivery, according to their nature, inseparably mixed with other items; and
 - f. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
 - g. the delivery of digital content that is not delivered on a physical medium if the delivery has started with the consumer's express consent and the consumer acknowledges that the right to cancel is thus lost.
- 5.7 The burden of proof of exercising the right of withdrawal in accordance with this clause shall be on you. Except as provided for in this clause 5, you shall not incur any liability as a consequence of the exercise of the right of withdrawal.

6 DELIVERY AND EXECUTION

- 6.1 Unless we have agreed otherwise on the time of delivery, we shall deliver the products by transferring the physical possession or control of the products to you without undue delay, but not later than 30 days from the conclusion of the contract.
- 6.2 Where we have failed to fulfil our obligation to deliver the products at the time agreed upon with you or within the time limit set out in clause 6.1, you shall call upon us to make the delivery and/or commencement within an additional period of time appropriate to the circumstances. If we fail to deliver the products within that additional period of time, you shall be entitled to terminate the contract. The above shall not be applicable to sales contracts or where delivery or commencement within the agreed delivery period is essential taking into account all the circumstances or where you inform us, prior to the conclusion of the contract, that delivery by or on a specified date is essential. In those cases,

if we fail to deliver the products at the time agreed upon with you or within the time limit set out in clause 6.1, you shall be entitled to terminate the contract immediately.

- 6.3 Upon termination of the contract in accordance with clause 6.2, we shall, without undue delay, reimburse all sums paid under the contract.
- 6.4 In addition to the termination of the contract in accordance with clause 6.2, you may have recourse to other remedies provided for by the relevant governing law.
- 6.5 Orders are shipped on weekdays (Monday through Friday), except for applicable national holidays in the Netherlands. If any products in your shopping cart indicate “Pre-Order“ as the status, your entire order will be delayed until all of the items in your order are in stock. You will receive a shipment confirmation e-mail with carrier tracking information on the day that your order ships from our warehouse. When an order is placed, it will be shipped to the shipping address designated by you as long as that shipping address is complete and compliant with the shipping restrictions contained on the Site. All shipments are made by an independent third party carrier indicated on the Site. Shipping dates on the Site are estimates only and are not binding on us (except where specified under clause 6.2). We will inform you by email upon shipment of a product. In case of conflict between this clause 6.5 and another part of clause 6, that other part shall prevail.
- 6.6 Risk of loss of, or damage to, the products shall pass to you when you or a third party indicated by you and other than the carrier has acquired the physical possession of the products.
- 6.7 Our standard shipping charges are based on the total value and/or size and/or weight of merchandise shipped in a single shipment and the shipping address. Charges for expedited delivery, if applicable, are in addition to the standard shipping charge. Standard and expedited shipping charges will be displayed on the Site before you place your order.
- 6.8 Title to all products shall only pass to you when we have received final payment in full.

7 PPSA

You acknowledge that:

- a. these General Terms and Conditions and each order constitutes a security agreement for the purposes of the PPSA (**‘Security Interest’**);
- b. you grant us a Security Interest in all products supplied to you and in all future products (and their proceeds);
- c. we may register our Security Interest in the products (and their proceeds) as a purchase money security interest (as that term is defined in the PPSA) on the Register (as that term is defined in the PPSA);
- d. you will execute all documents and do all other things as may be required to enable the registration of the Security Interest on the Register, or to perfect or correct any registration;
- e. you waive any rights you may have to the products, including any rights it might otherwise have under Part 3.3 of the PPSA;
- f. where the PPSA applies to action taken by us in relation to the products, that sections 116(2),

- 120, 125, 142 and 143 of the PPSA will not apply; and
- g. you waive any rights to receive any notice we are otherwise required to give to you under the PPSA (to the extent the notice can be excluded) which includes any rights to receive a notice under sections 95, 118(1)(b), 121(4), 123(2), 130, 132(3)(d), 132(4) and 135 of the PPSA and any verification statements (as that term is defined in the PPSA).

8 PRICE AND PAYMENT

- 8.1 The prices displayed on the Site are the total prices quoted in the applicable currency based on the location you have selected, inclusive of taxes, or where the nature of the products is such that the price cannot reasonably be calculated in advance, the Site shall display the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable. However, orders shipped outside of the EU may be subject to sales-tax and/ or Value Added Tax (VAT) levied by the destination country that must be paid by you. We do not have control over such charges and bears no responsibility. Tax policies vary widely from country to country, please contact your local tax office for more information.
- 8.2 In the event of a material pricing error on an item that you have ordered, we will notify you and await your approval of the corrected price before continuing to process your order. Your credit card or other payment instrument will be billed by Trader and the charge may appear on your statement as “Kronaby via ModusLink”. If, based on a material pricing error, you do not wish to proceed, we will promptly refund any amounts previously paid by you.

9 WARRANTY

- 9.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 9.2 Subject to the limitations set forth in these terms and conditions and in the warranty information in the <https://kronaby.com/quick-guide>, we warrant that for a period of two (2) years as from delivery of the product, the product will be in compliance with the contract, the manufacturer’s specifications and warranty terms supplied with the product, the reasonable requirements of usability and/or reliability, and the existing provisions of the applicable laws and / or governmental regulations on the date the contract was entered into. This warranty does not apply to products damaged by misuse, accident, or normal wear and tear. Because of possible user resealing error, this product is not warranted against water housing leakage or any resulting damage. The rights of the consumer under any applicable Norwegian, or other local legislation may apply in addition to the guarantee, and these rights are not affected by the guarantee.

In the event of a defect, please contact us via <https://kronaby.com/customer-care>.

- 9.3 If you are not a consumer our sole obligation under the warranty set out in [clause 9.2] will be at our option to repair or replace the product, subject further to the limitations set forth in these terms and conditions and in the warranty information in the <https://kronaby.com/quick-guide>.

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY AT CLAUSE [9.1]. MODUSLINK B.V. DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL MODUSLINK B.V. BE LIABLE FOR ANY LOSS OF DATA, REVENUE OR PROFIT, OR FOR ANY INDIRECT DAMAGES, LOSS OF BUSINESS AND REPUTATION, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF MODUSLINK B.V. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MODUSLINK B.V.'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. IN NO EVENT WILL MODUSLINK B.V. BE LIABLE FOR ANY LOSSES OR DAMAGE INCURRED BY ANY BUSINESS, TRADE, CRAFT OR PROFESSION CARRIED ON BY YOU OR ANY OTHER PERSON USING PRODUCTS PURCHASED UNDER THESE TERMS.

- 9.4 Warranty returns are limited to each product's individual warranty as defined in the present clause. If you experience a problem with your Kronaby product, we suggest you first contact our Customer Care via <https://kronaby.com/contact-us>.
- 9.5 Some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The above warranty gives you specific legal rights. If you are a consumer, these rights do not affect your legal rights under applicable national legislation governing the sale of consumer products.

10 LIABILITY

- 10.1 **If you are a consumer**, to the extent permitted by law, we are only liable for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions and in no event we are liable for any loss of data, or for any indirect damages. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. The foregoing does not affect your non-excludable statutory rights.
- 10.2 **If you are not a consumer**: Subject to clause 8.2, and unless provided otherwise in these General Terms and Conditions, we are not liable (for any loss or damages or otherwise) in connection with these General Terms and Conditions and any orders, products, or purchases except (a) to the extent damages arise from our or our representatives' or agents' intentional or grossly negligent conduct, (b) for death or personal injury or damage to property caused by our defective products, (c) for death or personal injury caused by our or our representatives' or agents' negligence, or (d) to the extent our liability cannot validly be excluded under applicable law.

11 PERSONAL INFORMATION AND YOUR PRIVACY AND EXPORT CONTROL

- 11.1 We comply with all data protection laws and will use data which could be used to identify you personally (“Personal data”) only as set out in the privacy policy available via <https://www.kronaby.com/en/customer-care/legal/privacy-policy>.
- 11.2 Please note that products, which may include technology and software, are subject to E.U. export laws as well as the laws of the country where they are delivered or used. You agree to abide by these laws. Under these laws, product(s) may not be sold, leased, or transferred to restricted countries, restricted end-users, or for restricted end-uses.

12 ASSIGNMENT

- 12.1 The Contract formed under these General Terms and Conditions is personal to you and you are not permitted to assign or transfer it to any other person without the Trader’s prior written consent. The Trader has the right to assign the contract in full or in part to any company or entity for business reasons provided this would not serve to reduce the guarantees for the consumer.

13 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 13.1 **If you are a consumer:** notwithstanding anything to the contrary in the Terms of Use and unless the law where you reside provides otherwise, these General Terms and Conditions and your purchases are governed by the laws of the Netherlands, and any local laws. You submit to the non-exclusive jurisdiction of the courts of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 13.2 **If you are not a consumer:** to the extent permitted by law, and notwithstanding anything to the contrary in the Terms of Use, these General Terms and Conditions and your purchases are governed by Dutch laws, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute arising from or in connection with the Terms of Use, these General Terms and Conditions and your purchases shall be submitted to the exclusive jurisdiction of the competent court in the Netherlands.
- 13.3 The rights you have under these General Terms and Conditions are in addition to and do not affect the statutory rights and remedies you have under applicable consumer protection law. In the event of conflict between these General Terms and Conditions and applicable consumer protection law, your statutory rights under applicable consumer protection law shall prevail.

ANNEX

WITHDRAWAL FORM

Please complete and return this form only if you wish to withdraw from the contract.

To:
ModusLink B.V. Wapenrustlaan 11-31 Apeldoorn Netherlands

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following products:

PN	Description	Qty

Ordered on (*)/received on (*):	Order number (if available):

Your name:	Your address:

Date:	Your signature (only if this form is notified on paper):

(*) Delete as appropriate.