

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 or legal person who is acting for purposes which are outside his trade, business, craft or profession;
- b. 'day' means a calendar day;
- c. '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;
- d. 'digital content' means data which are produced and supplied in digital form;
- e. '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

7321 DL

Apeldoorn

The Netherlands

VAT: ESN0032642A

Chamber of Commerce: 08055138 in Apeldoorn, Netherlands.

For Complaints please contact:

ModusLink B.V.

Wapenrustlaan 11-31

7321 DL

Apeldoorn

The Netherlands

<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.

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 . 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 and/or the third party service provider has started to provide service to you. Note that we only deliver products to

your address and we do not deliver products to other countries. We will inform you by email if, to due circumstances not within the Trader's reasonable control, a product and/or service you ordered is unavailable or if we will be unable to ship a product and/or provide the service 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 5.7, 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:

- a. in case of sales contracts for products, the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the products, or:
 - i. 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 and indicated by you acquires physical possession of the last product;
 - ii. 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 and indicated by you acquires physical possession of the last lot or piece;
 - iii. 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 and 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 statement (e.g. a letter sent by post or using contact details provided to you as per clause 2.1). 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 via <https://kronaby.com/customer-care>, 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 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 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 BV, Smakterweg 100, 5804 AM, Venray, The 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 merchandize 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 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.

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 where delivery or commencement within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract 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 national law.
- 6.5 Orders are shipped on weekdays (Monday through Friday), except for applicable national or regional 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 and are not binding. 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 Subject to clause 6.8, the title, 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 PRICE AND PAYMENT

- 7.1 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.

8 WARRANTY

8.1 If you are a consumer:

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 description included in the Site, the contract, the manufacturer's specifications and warranty terms supplied with the product, the reasonable requirements of usability and/or reliability, the level of quality and performance that would be reasonable to expect for similar products, and the existing provisions of the applicable laws and / or governmental regulations on the date the contract was entered into.

If a product does not conform with the abovementioned requirements, you will be entitled to request us either a repair or a replacement product (at your option). If it is not possible for us to repair or replace the product, you will have the right to request a refund of the price paid.

This legal warranty will apply irrespectively of any commercial warranty granted by the manufacturer.

This warranty does not apply to products damaged by misuse, accident, or normal wear and tear. Because of possible user resealing error, the products are not warranted against water housing leakage or any resulting damage.

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

8.2 If you are not a consumer:

The following clause does not apply if you are a consumer. Our sole obligation under the warranty at clause 8.1 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>.

ALL IMPLIED WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF

THE WARRANTY AT CLAUSE [8.1]. 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 LOSS OF BUSINESS AND REPUTATION, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT OR SERVICE, 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 OR SERVICE. 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.

- 8.3 Warranty returns are limited to each product's individual warranty as defined in this clause. If you experience a problem with your Kronaby product, we suggest you first contact our Customer Care via <https://kronaby.com/customer-care>.

9 LIABILITY

- 9.1 If you are not a consumer, Unless provided otherwise in these General Terms and Conditions, we are not liable (for 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.
- 9.2 If you are a consumer, we are only liable for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions . 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 and only applies to the extent permitted by the applicable law.

10 PERSONAL INFORMATION AND YOUR PRIVACY AND EXPORT CONTROL

- 10.1 We comply with all data protection laws and will use data which could be used to directly or indirectly identify you personally (“Personal data”) only as set out in the Privacy Policy – <https://kronaby.com/privacy-policy>.
- 10.2 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.

11 ASSIGNMENT

- 11.1 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.

12 APPLICABLE LAW, MEDIATION AND EXCLUSIVE JURISDICTION

- 12.1 If you are a consumer: These General Terms and Conditions and your purchases are governed by the laws of Spain without regard to conflict of laws principles. You submit to the exclusive jurisdiction of the courts of Spain. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
You may also have recourse to a mediator by visiting: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=ES>.
- 12.2 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.
- 12.3 If you are not a consumer: 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 OTHER

- 13.1 We comply with all laws related to environment and waste treatment. Please refer to <https://kronaby.com/WEEE> for more info.

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
7321 Apeldoorn
The Netherlands

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

— Ordered on (*)/received on (*):

— Order number (if available):

— Your name:

— Your address:

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

— Date:

(*) Delete as appropriate.

ANNEX TO THE GENERAL TERMS AND CONDITIONS

SPAIN

The following annex is part of the general terms and conditions that govern all online offers, sales and purchases through the website(s) currently located at <https://kronaby.com> (together with any successor site(s), the "Site").

14 DEFINITIONS

14.1 The following terms and expressions shall have the following meaning:

- a. WEEE Directive: means Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment;
- b. WEEE or waste electrical and electronic equipment: means waste electrical or electronic equipment as defined in article 3 (1)(e) being "waste within the meaning of Article 3(1) of Directive 2008/98/EC, including all components, sub-assemblies and consumables which are part of the product at the time of discarding"; as implemented under Spanish law in Article 3(f) of Royal Decree 110/2015, dated 20 February, on waste electrical and electronic equipment ("RD 110/2015").
- c. EEE or electrical and electronic equipment: means electrical or electronic equipment as defined in article 3 (1)(a) of the WEEE Directive, being "equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of such currents and fields and designed for use with a voltage rating not exceeding 1 000 volts for alternating current and 1 500 volts for direct current" ; as implemented under Spanish law in Article 3(a) of RD 110/2015.
- d. Household WEEE: means WEEE from private households as defined in Article 3(1)(h) of the WEEE Directive being "the WEEE from private households and the EEE which comes from commercial, industrial, institutional and other sources which, because of its nature and quantity, is similar to that from private households. Waste from WEEE likely to be used by both private households

and users other than private households shall in any event be considered to be WEEE from private households; are qualified as professional WEEE the other WEEE”, as implemented under Spanish law in Article 3(1) of RD 110/2015;

- e. Producer: means any natural or legal person as defined in article 3 (1)(f) of the WEEE Directive and as implemented under Spanish law in Article 3(h) of RD 110/2015, i.e the ML client;
- f. Distributor: means any natural or legal person as defined in article 3 (1)(g) of the WEEE Directive, and as implemented under Spanish law in Article 3(k) of RD 110/2015, being: "any natural or legal person in the supply chain, who makes an EEE available on the market." i.e the ML client;
- g. Spanish WEEE Regulation means Royal Decree 110/2015, dated 20 February, on waste electrical and electronic equipment, which is the regulation that implements the WEEE Directive in Spanish law.

15 SCOPE OF INFORMATION REQUIREMENTS

15.1 The information set out below applies to EEE as follows:

- a. from 13 August 2012 to 14 August 2018 to EEE falling within the categories set out in Annex I of the WEEE Directive and in Annex I of RD 110/2015. Annex II of the WEEE Directive contains an indicative list of EEE which falls within the categories set out in Annex I. This includes amongst others:
 - Large household appliances
 - Small household appliances
 - IT and telecommunications equipment
 - Consumer equipment and photovoltaic panels
 - Lighting equipment
 - Electrical and electronic tools
 - Toys, leisure and sports equipment
 - Medical devices
 - Monitoring and control instruments
 - Automatic dispensers
- b. from 15 August 2018 to all EEE, unless excluded in article 2 (3)

of the WEEE Directive and in Annex III of RD 110/2015.

16 INFORMATION FOR USER OF THE EEE

16.1 Pursuant to Article 7 of RD 110/2015, Producers:

- a. Shall mark products with the crossed-out wheeled bin symbol, in a visible and legible manner.



- b. Specify by means of the appropriate marking on the device that it has been placed into the market after 13 August 2005 in accordance with UNE-EN 50419 regulation.
 - c. Provide end users with instruction manuals indicating that batteries shall be taken away from WEEE prior to their deposit in the collection facilities.
 - d. May inform end users, at the moment of purchase of EEE, on the WEEE collection, treatment and disposal costs. This information shall not be included in the sales invoice, and may be provided through their website, through signs in the place of sale, brochures or other means, and shall be updated according to the information available.
- 16.2 Pursuant to Article 11(1) of RD 110/2015, Distributors shall inform consumers on the Producer's ID registration number with the Industrial Registry, in case this information is required by the consumer at the moment of the sale of EEE.

16.3 Pursuant to Article 22(1) of RD 110/2015, upon the sale of EEE, Distributors shall inform in writing to users of their right to give them, free of cost, an equivalent WEEE within the purchase of said EEE by showing the invoice or sales ticket for a term of, at least, 30 days.

16.4 In this regard, Pursuant to Article 23 of RD 110/2015, in the event that the delivery of WEEE is made at the time of purchase of a new EEE, the Distributor shall issue a proof of collection of WEEE, and provide a copy to the user. The document shall include the date of delivery, type of delivered product, brand, serial number –if possible–, as well as the information provided by the user on its possible destination for reuse or recycling.

In case of EEE home deliveries, including distance selling, the Distributor shall provide the carrier with the referred proof documentation on the collection of WEEE, with the purpose that it is filled by the buyer.