

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' as defined by the applicable law;
- 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
Apeldoorn
Netherlands
VAT: NL800610040B01
Chamber of Commerce: 08055138 in Apeldoorn, Netherlands.

For Complaints please contact:

ModusLink B.V.
Wapenrustlaan 11-31
Apeldoorn
Netherlands

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

3 APPLICABILITY

- 3.1 These General Terms and Conditions apply to every offer, sales and purchases of products of Trader through the Site and every contract concluded between Trader and you in this respect.

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 By placing an order on the Site, you agree to abide by these General Terms and Conditions and you represent and warrant that you are eighteen (18) years of age or older or that your legal representative gave consent that you accept this General Terms and Conditions and that you 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, 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 Swiss address. Note that we only deliver products to your address in Switzerland and we will not deliver products to other countries.

4.4 All relevant sales information shown on the Site shall form an integral part of the contract.

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 the case of service contracts, the day of the conclusion of the contract;
- b. 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/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 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 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 In the following situations you do not have a right of withdrawal:
- a. service contracts after the service has been fully performed if the performance has begun with your prior express consent, and with the acknowledgement that you will lose your right of withdrawal once the contract has been fully performed by us;
 - b. 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;
 - c. the supply of products made to your specifications or clearly personalized;
 - d. the supply of products which are liable to deteriorate or expire rapidly;
 - e. the supply of sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
 - f. the supply of products which are, after delivery, according to their nature, inseparably mixed with other items; and
 - g. 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 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 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. Towards consumers the prices are always indicated the total price in Swiss francs incl. taxes and other expenses (e.g. expenses for the destruction of electronic devices).

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 and other expenses (e.g. expenses for the destruction of electronic devices, 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. Towards consumers the prices are always indicated the total price in Swiss francs incl. taxes and other expenses (e.g. expenses for the destruction of electronic devices). 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.

- 7.2 In the event of a pricing error on an item and/or service 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 you do not wish to proceed, we will promptly refund any amounts previously billed.

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 kronaby.com/warranty, 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.

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 SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, 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 MDOSULINK 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 on the product's packaging, instructions and on the Site. If you experience a problem with your product and/or service, we suggest you first contact our support team for assistance via <https://kronaby.com/contact-us>.
- 8.4 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.

9 LIABILITY

- 9.1 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 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 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 AND EXCLUSIVE JURISDICTION

- 12.1 If you are a consumer: These General Terms and Conditions and your purchases are governed by the laws of Switzerland without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

- 12.2 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 these General Terms and Conditions and your purchases shall be submitted to the exclusive jurisdiction of the competent court in the Netherlands.
- 12.3 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.

13 OTHER

- 13.1 We comply with all laws related to environment and waste treatment.

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.