

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 kronaby.com/privacy-policy applicable to the Site.

Please read these terms carefully before you submit your order to us. These terms and conditions tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1 DEFINITIONS

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

- a. 'consumer' means an individual acting wholly or mainly 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: GB674379003

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>

If you are not happy with the way that we propose to resolve the issue, you can raise a complaint with the EU Online Dispute Resolution platform by following this link: <http://ec.europa.eu/consumers/odr/>

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 By placing an order on the Site, you agree to abide by these General Terms and Conditions and you agree 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 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. We will also send you confirmation by email that we have shipped the product to you. Note that we will only deliver products to UK addresses. We will inform you by email if, we are unable to accept your order. This might be because a product you ordered is unavailable, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

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 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 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. 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 day on which we accept your order under Clause 4.3.
- 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 and at the latest within 14 days from the order cancellation, 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 public 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.

- 7.2 In the event of a material pricing error on an item that you have ordered such that its price is derisory, 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 BV”. If you do not wish to proceed, we will promptly refund any amounts previously billed.

8 IF THERE IS A PROBLEM WITH THE PRODUCT

- 8.1 If you are a consumer the provisions of 8.1 to 8.3 apply:

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.

How to tell us about problems. If you have any questions or complaints about the product, please contact us via kronaby.com/contact-us.

- 8.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

| |
|----------------------------------|
| Summary of your key legal rights |
|----------------------------------|

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

8.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact our Customer care via kronaby.com/customer-care for a return label or to arrange collection.

If you are not a consumer, the provisions of Clauses 8.4 - 8.6 apply:

8.4 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]. TO THE FULLEST EXTENT PERMITTED BY LAW MODUSLINK B.V.EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. .

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

9 LIABILITY

- 9.1 If you are a consumer, we are only liable for loss and damage caused by us that you suffer that is a, foreseeable consequence of our breach of these General Terms and Conditions or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you notified us during the sales process.
- 9.2 We do not exclude or limit our liability in any way to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987
- 9.3 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.
- 9.4 If you are not a consumer: Subject to clause 8.2 and unless provided otherwise in these General Terms and Conditions, these clauses 9.4-. 9.6 set out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other for:
- (a) any breach of these terms and conditions however arising;
 - (b) any use made or resale of the products by you, or of any product incorporating any of the products; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms and conditions.
- 9.5 Nothing in these terms and conditions shall limit or exclude the liability of either party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) breach of section 2 of the Consumer Protection Act 1987.
- 9.6 Without prejudice to clause 9.5, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including

negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any

- (a) loss of profit;
- (b) loss of goodwill;
- (c) loss of business;
- (d) loss of business opportunity;
- (e) loss of anticipated saving;
- (f) loss or corruption of data or information; or
- (g) special, indirect or consequential damage;

for any special, indirect or consequential damage suffered by the other party that arises under or in connection with these terms and conditions.

9.7 Without prejudice to 9.5 or 9.6, our total liability arising under or in connection with these terms and conditions, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the price paid by you for the product or service.

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. However, any person who has acquired the product will be entitled to the same remedies as you as set out under Clause 8. 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 remedies 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 English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. .
- 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

CANCELLATION 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 (*) cancel 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

UNITED KINGDOM

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";
- 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";
- d. WEEE from private households: means WEEE from private households as defined in Article 3(1)(h) of the WEEE Directive being "WEEE which comes from private households and WEEE 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 EEE 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";
- e. Producer: means any natural or legal person as defined in article 3

(1)(f) of the WEEE Directive and as implemented under French law in Article R. 543-174 I. - 1° of the French environmental code, i.e the ML client;

- f. Distributor: means any natural or legal person as defined in article 3 (1)(g) of the WEEE Directive, being: "any natural or legal person in the supply chain, who makes an EEE available on the market.";
- g. UK WEEE Regulations means the Waste Electrical and Electronic Equipment Regulations 2013 (as amended) which implement the WEEE Directive in the United Kingdom.

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. 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.

16 INFORMATION FOR USER OF THE EEE

16.1 Pursuant to regulation 44 of the UK WEEE Regulations the Distributor is required to make information available in writing to users of EEE in private households on:

- a. the requirement on each Member State under Article 5(1) of the WEEE Directive to minimise the disposal of WEEE as unsorted municipal waste and to achieve a high level of collection (including separate collection) of WEEE for treatment, recovery and environmentally sound disposal;
- b. the collection and take-back systems that are available to them;
- c. their role in contributing to the reuse, recycling and other forms of recovery of WEEE under the UK WEEE Regulations;
- d. the potential effects on the environment and human health as a result of the presence of hazardous substances in EEE; and
- e. the meaning of the crossed out wheeled bin symbol shown below.
- f.



- 3.2. Note, pursuant to regulation 51 of the UK WEEE Regulations, Producers and Distributors are prohibited from showing to a person purchasing EEE otherwise than in the course of a business, at the time of sale of new EEE, the costs of financing the collection, treatment and environmentally sound disposal of WEEE from private households.