

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (these “Terms”) govern all offers, orders, sales, purchases, supply, and provision of products through the website(s) currently located at www.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;
- 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 all product(s) 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**" or "**we**").

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

7321 DL

Apeldoorn

The Netherlands

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

3 APPLICABILITY

- 3.1 These Terms apply to every offer you make to Trader through the Site. Upon your making of an offer for any product through the Site, the contract concluded between Trader and you upon Trader's acceptance of such offer for such product (the "Contract"), and all rights and obligations under the Contract. Upon the making of an offer for a product through the Site, you agree that you make such offer under these Terms only, and no terms in any other document, including, without limitation, any e-mail or other communication by you, shall be part of the Contract.

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 to the extent they cannot be legally modified by these Terms.
- 4.2 By placing an order on the Site, you agree to abide by these Terms, 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 Your order constitutes an offer to us to purchase a product. We reserve the right to accept or reject your offer in our discretion. Note that we will only deliver products to an address in the United States of America. Your order and offer is accepted by us when we send an email confirmation to you that we have shipped the product. We will inform you by email if a product you ordered is unavailable or if we will be unable to ship a product within the estimated delivery dates, in which case we have to right to terminate the Contract by notice to you.
- 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 DELIVERY AND EXECUTION

- 5.1 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.
- 5.2 Where we have failed to fulfil our obligation to deliver the products at the time agreed upon with you, you shall call upon us to make the delivery 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 a Contract for the sales of products if we have refused to deliver the products in breach of the Contract or if delivery 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, you shall be entitled to terminate the Contract immediately.

- 5.3 Upon termination of the Contract in accordance with clause 5.2, we shall, without undue delay, reimburse all sums that you paid to us under the Contract, subject to any right of set-off for any amount owed by you to us, including, without limitation, any damages to which we are entitled against you.
- 5.4 Termination of the Contract shall be your sole remedy, except if and to the extent you are entitled, in addition to the termination of the Contract in accordance with clause 5.2, to other remedies provided for by applicable law hereunder.
- 5.5 We may terminate the Contract, without any obligation and liability to you, in the event that you breach the Contract (e.g., by non-payment), which termination shall be effective if you do not fully cure such breach within ten (10) days of our notice of termination.
- 5.6 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 address designated by you as long as that address is complete and compliant with the shipping restrictions indicated on the Site. All shipments are made by an independent third party carrier chosen by us. 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 5.5 and another part of clause 5, that other part shall prevail. You will be responsible for the cost of the shipment in accordance with clause 5.7, which will be added to the price of the products.
- 5.7 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 (other than the carrier has acquired the physical possession of the products) at the destination of the shipment.
- 5.8 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.

- 5.9 We have a purchase money security interest for the amount of the full price, shipping charges, and other charges owed by you to us under the Contract until we have received final payment thereof in full.

6 PRICE AND PAYMENT

- 6.1 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.
- 6.2 In the event of a 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 you do not wish to proceed, we will promptly refund any amounts previously billed.

7 WARRANTY

- 7.1 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.
- 7.2 In the event of a defect, please contact our Customer Care via <https://kronaby.com/contact-us>.
- 7.3 Our sole obligation for a breach of the warranty in [clause 7.1](#) for a product will be, at our sole option, to repair or replace such product.

EXCEPT SOLELY FOR THE EXPRESS WARRANTIES SET FORTH CLAUSE 7.1. MODUSLINK B.V. DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, TITLE, AND NON-INFRINGEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE 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, LIQUIDATED, OR PUNITIVE DAMAGES, LOSS OF BUSINESS AND REPUTATION, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE PRODUCT, ANY 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.

- 7.4 Warranty returns are limited to each product's individual warranty as defined on the product's packaging, instructions and on our site via <https://www.kronaby.com/customer-care/legal>.

If you experience a problem with your Kronaby product, we suggest you first contact our Customer Care via <https://kronaby.com/contact-us>.

- 7.5 Some jurisdictions do not allow limitations on, or disclaimers of, implied warranties, or the remedies for breach of a warranty, or 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.

8 LIABILITY

- 8.1 We are not liable (for damages or otherwise) in connection with the Contract or these Terms and any order, sale, product, , or purchase, including, without limitation, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, OR PUNITIVE DAMAGES, LOSS OF

BUSINESS, DATA, OR REPUTATION (INCLUDING, BUT NOT LIMITED TO, ANY LOSSES OR DAMAGE INCURRED BY ANY BUSINESS, TRADE, CRAFT OR PROFESSION CARRIED ON BY YOU OR ANY OTHER PERSON USING PRODUCTS PURCHASED UNDER THE CONTRACT), HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE CONTRACT OR ANY PRODUCT, ANY USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT WILL OUR LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT UNDER THE CONTRACT, except TO THE EXTENT OUR LIABILITY CANNOT VALIDLY BE EXCLUDED UNDER APPLICABLE LAW.

8.2 You hereby agree to defend, indemnify, and hold harmless Trader and its owners, directors, officers, employees, and agents, and any athlete (collectively, the "**Indemnitees**," each, an "**Indemnitee**") from and against any claim, action, suit, litigation, demand, allegation, arbitration, proceeding, judgment, order, damages, loss, liability, injury, costs, expenses (including, without limitation, reasonable attorneys' fees and witness and other defense costs), settlement, and other payment obligation of any Indemnitee arising from or in connection with or related to your use of the product subject to the Contract (except to the extent that the seller of the product is liable under applicable products liability law notwithstanding the limitation or exclusion of liability), or any breach of the Contract by you, or any negligence or willful misconduct or violation of law by you (regardless of any contributory or comparative negligence of any Indemnitee).

9 PERSONAL INFORMATION AND YOUR PRIVACY AND EXPORT CONTROL

9.1 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 <https://www.kronaby.com/privacy-policy>.

9.2 Please note that products, which may include technology and software, are subject to U.S. export laws and 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.

10 ASSIGNMENT

10.1 The Contract 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.

11 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 11.1 Notwithstanding anything to the contrary in these Terms, your purchases are governed by the laws of United States of America, without regard to conflict of laws principles. You submit to the non-exclusive jurisdiction of the federal and state courts in the State of Delaware, United States of America. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 11.2 The rights you have under these Terms 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 Terms and applicable consumer protection law, your statutory rights under applicable consumer protection law shall prevail.

12 OTHER

These Terms are all terms of the Contract, and the Contract is the entire agreement between Trader and you related to any products sold to you through the Site. These Terms supersede all prior, collateral or contemporaneous oral or written representations, warranties or agreements regarding the same, including, without limitation, any terms provided by you. No amendment to or modification of these Terms after entering into the Contract will be binding unless in writing and signed by you and Trader (by Trader through its duly authorized representative therefor). In the event that one or more of the provisions of these Terms are found to be illegal or unenforceable, the Contract shall not be rendered inoperative but the remaining provisions shall continue in full force and effect, and such provision shall be validly reformed so as to approximate the intent of you and Trader as nearly as possible as set forth in these Terms. Any waiver of a right under these Terms or a breach of the Contract must be express and written. The waiver of any breach of any provision of these Terms shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself. Selection of a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of any other remedy, and failure to select a specific remedy does not constitute, and shall not be interpreted to constitute, a waiver of such remedy.