

GENERAL TERMS & CONDITIONS

- last updated on March 17, 2016 -

CLUSE

In these general terms and conditions and on other places on this website, under CLUSE is understood the trade name of Europe Watch Group BV, a company established under the laws of the Netherlands. CLUSE's head office is situated at Overschiestraat 186c, 1062XK Amsterdam, the Netherlands, e-mail address service.clusewatches.com. CLUSE is registered at the Dutch Chamber of Commerce, Chapter Amsterdam, under number 58986502, VAT number NL853267777B01.

GENERAL

On all CLUSE products the following delivery and payment terms and conditions apply. The terms and conditions are accessible for anyone via the homepage <https://clusewatches.com>. Upon request CLUSE sends to the buyer a written copy of the terms and conditions.

Upon ordering, the buyer confirms that he/she agrees with the delivery and payment terms and conditions of CLUSE. CLUSE has the right to amend the delivery and/or payment terms and conditions from time to time.

In case the buyer receives a product that the buyer did not order, the buyer must inform CLUSE as soon as possible. The buyer must take care of the return shipment of such a product after receiving return instructions from CLUSE and CLUSE will bear the costs of this shipment and must subsequently take care of the shipment of the correct product to the buyer.

GUARANTEED PRICE

CLUSE is not obliged to fulfil and/or deliver an order placed by the buyer, and CLUSE is not obliged to compensate the buyer for any losses, in case of an error in the presentation of the product, an error in the wording of the specifications of the product or an error in the advertised price of the product and i) it should have been clear to the buyer that the error was a typographical error or ii) in case it should have been clear to the buyer that in the circumstances at hand, it would not be reasonable to expect that the product at hand could be available at the presented price level or with the presented specifications.

All prices shown on the CLUSE website clusewatches.com are including 21% VAT, in accordance with the applicable legislation in the Netherlands. In case an order will be shipped to a delivery address outside the EU, the Dutch VAT will be removed at the checkout. Please note: in case of an order that is shipped to an address outside the EU, the buyer may be subject to import duties and taxes, which are levied when the shipment reaches the specified delivery address. The buyer will be responsible for payment of such import duties and taxes. It should be noted that CLUSE has no control over these charges and, since these charges are different for different countries, CLUSE cannot predict their amount. CLUSE advises the buyer to contact the local customs office for further information.

SHIPMENT COSTS

CLUSE offers free shipment on all watches to consumers to the countries that can be selected when choosing the shipping address.

SAFE PAYMENT

CLUSE offers the following safe payment methods:

- Creditcard (MasterCard, VISA, Maestro, Discover, Diners Club, American Express, JCB): during the order process the buyer can fill in his/her credit card number and the expiry date of his/her credit card. The buyer has to make sure that the exact name as written on the credit card is filled in. Subsequently the payment authorisation process will take place and the buyer will be informed whether or not the payment has been approved.
- Paypal: by using Paypal, the buyer can transfer money from his bank account, credit card account, or Paypal account.
- iDEAL: for buyers with a Dutch bank account, it is possible to use iDEAL. iDEAL has been developed in a joint effort by Dutch banks. The iDEAL payment system connects to the most common Online Banking systems and is a trustworthy payment system.
- Bancontact/Mr.Cash: for buyers with a Belgian bank account it is possible to pay using Bancontact/Mr. Cash. Bancontact/Mr.

Cash is a joint initiative of the Belgian banks and stands for quick payment process without any errors. Bancontact/Mr. Cash is, among others, available for account holders of KBC, Dexia and ING bank. Thanks to the use of the pin code, a transaction can be finalized in a fast and safe way.

- UnionPay (available for: all countries)
- Dotpay (available for: PL)
- Sofortüberweisung (available for: AT, BE, CH, DE)
- Finnish E-Banking (available for: FI)
- Electronic Direct Debit (available for: DE)
- GiroPay (available for: DE)
- SEPA Direct Debit (available for: AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GF, GI, GP, GR, HR, HU, IE, IS, IT, LI, LT, LU, LV, MC, MQ, MT, NL, NO, PL, PT, RE, RO, SE, SI, SK)
- TenPay (available for: CN)
- AliPay (available for: CN)

DELIVERY

CLUSE will try everything within its capacities to deliver the order within the expected delivery terms at the delivery address. The buyer bears the responsibility for the correct input of the delivery address; in case anything goes wrong with the shipment of an order, due to an error in the delivery address (that can be attributed to the buyer), CLUSE cannot be held responsible for the (partial) loss of the shipment. In case CLUSE needs additional information regarding a delivery address, the buyer may be approached by CLUSE in order to provide additional information. A delay in the delivery may occur in case additional information regarding the delivery address is needed.

All mentioned delivery terms (shipping days, delivery time in working days, shipment date etc) on the website should be understood as estimated delivery terms and cannot be understood as final delivery terms or guaranteed delivery terms.

In case a product has been delivered at the buyer in damaged or incomplete state, the buyer must inform the CLUSE customer care team as soon as possible (within 24 hours after receiving the order) by email (or through the contact page of the CLUSE website). Subsequently, CLUSE will properly deal with the matter at hand; the customer must always inform CLUSE in the aforementioned situation(s) and wait for the instructions of the CLUSE customer care team. A customer who returns a product in this situation at his own costs, without contacting and awaiting the instructions of the customer care team, cannot claim the costs he/she made at CLUSE (nor hold CLUSE responsible for the return shipment that took place without prior consent of CLUSE).

In case the order that has been shipped or is being shipped by CLUSE to the buyer, is missing, went missing, or in case the buyer claims that he/she did not receive the order (despite information such as the track & trace data / carrier information, indicating otherwise), the complaint procedure of the carrier will be started and the outcome of this procedure will be awaited, before any refund or re-shipment shall take place. The buyer must fully cooperate with the complaint procedure of the carrier. In case of a shipment that went missing as the result of an error by the carrier (and after the complaint procedure of the carrier has been completed), CLUSE will either refund the customer or CLUSE will try to re-ship the ordered product.

In case a shipment 14 days after the shipment date still has not been delivered at the delivery address of the buyer (or the pick up point), the buyer has the obligation to inform the CLUSE customer care team by email within 14 days (so: ultimately 28 days after the shipment date).

LIABILITY

Although CLUSE tries to meet the estimated delivery targets, CLUSE cannot be held liable for any delays in the delivery of an order.

TRIAL PERIOD, REVOCATION AND IMPORT COSTS

Unless stated otherwise, the buyer has the right to revoke the agreement and to return his/her order during a period of 14 days after receiving the order, without stating a reason (please note the abovementioned exception: in case a product is damaged or incomplete, the buyer has the obligation to inform the CLUSE customer care team by email and to await further instructions). The buyer also has the right to inform CLUSE, within 14 days after receiving his/her order, of his decision to return his order without the obligation to state a reason (exception: in case of an incomplete or damaged product, see above); the buyer then must return his/her order within 14 days after having informed CLUSE.

The return address for returns within the trial period is:

Docdata / CLUSE

Energieweg 2

5145 NW Waalwijk

The Netherlands

Please note that in case of a broken or damaged product, a different return address may apply.

In case the buyer wishes to use his/her right to revoke the agreement and to return his/her order, the buyer is only allowed to unpack and/or to use the ordered product as far as is needed to be able to determine whether he/she wants to keep the product. During the trial period the buyer must carefully handle the product and keep the original undamaged packaging. The buyer shall return the ordered product to CLUSE together with all the accessories (if any) and, insofar possible, in the original state and packaging, in accordance with the return instructions of CLUSE (as described on the packing slip). The buyer is responsible for the return shipment of his/her order and bears all the risks related to the return shipment. CLUSE advises the buyer to return a product by insured shipment and in a sealed packaging. In case an insured return shipment goes missing, gets damaged or in case the reception of a returned shipment is denied (for example in case no valid signature can be shown by the carrier), the buyer then has the option to hold the carrier liable. The buyer, as the sender of the return shipment, must start the complaint procedure for any issue that may occur with the return shipment. The buyer must keep the (official, digital) receipt of his/her return shipment that contains the tracking information.

The shipment costs for a return shipment within the trial period and the shipment costs for a return shipment for a warranty request or repair request (for defects occurring after the buyer has used the product), are borne by the buyer. In case of a revocation by the buyer within the trial period, CLUSE will credit the buyer within 14 days after receiving the return shipment (no credit applies for costs of the return shipment). Any credit due as a result of a returned product, will be credited to the account that the buyer used to pay the original order.

In case the buyer wishes to use his/her right to revoke the agreement and to cancel his/her order, while the shipment of the buyer's order has already left the CLUSE warehouse (which usually on work days will occur right after the buyer places his/her order) - even if the shipment has not yet arrived at the buyer's shipment address of choice - the costs of returning the shipment to the CLUSE warehouse are borne by the buyer. In case any import taxes, duties or customs (administrative) costs are due, because the shipment has been imported into the buyer's shipment country of choice (a process that in most cases cannot be stopped, once the shipment is on its way to the buyer's shipment country of choice), these costs are borne by the buyer. Upon crediting the buyer, CLUSE will discount the import taxes, duties and/or custom (administrative) costs as far as these were charged to CLUSE (as the sender of the parcel) upon crediting the buyer.

The buyer has the possibility to use the Revocation Form, the buyer can open the form [here](#).

WARRANTY AND REPAIR

The CLUSE warranty policy is automatically in effect upon purchase by the buyer. The two year warranty on a CLUSE watch guarantees the buyer that the product meets the standards of usability, reliability and durability.

The warranty does not apply in case of:

- damages as a result of improper usage such as scratching, bouncing, falling;
- inattention;
- intentional damage; or
- normal wear and tear or aging of the used materials; or
- neglected care.

The warranty on a watch relates to the movement and not to other parts such as the glass or the strap. Wear traces visible on the strap of a watch, must be considered as normal effects of usage. The effects of perspiration on the strap differ from one person to another, due to the differences in acidity.

CLUSE watches are 3 ATM Water Resistant: this means that the watch is protected against minor splashes of water, CLUSE advises against wearing the watch during activities during which the watch can be exposed to more than minor splashes, such

as rinsing of the hands or doing dishes. 3 ATM water resistant CLUSE watches cannot be worn during showering, swimming or diving.

Warranty does no longer apply to a CLUSE watch in case a third party performed repair works or other works on the CLUSE watch, without written permission by CLUSE.

In case of questions regarding returns and warranty, the buyer can always contact the CLUSE customer care team via service.clusewatches.com.

PERSONAL DATA AND PRIVACY

CLUSE complies with the privacy regulations, as recorded in the "Wet Bescherming Persoonsgegevens" (the "Dutch Personal Data Protection Act"). The buyer, for example, always has the possibility to see, to amend or to delete his/her personal data, by logging into his/her account on clusewatches.com.

CLUSE will store the data entered by the buyer in a file. The data will be used for the purpose of fulfilling the buyer's order and will be stored as long as is necessary in order to deal with possible issues regarding the fulfilment of the order. CLUSE guarantees that all personal data will be handled with care. The buyer's personal data will not be shared with any third party, except for purposes of fulfilling the order or for repair purposes. CLUSE is allowed to use the buyer's data to advertise products to the buyer.

APPLICABLE LAWS

Dutch law applies to all agreements and legal relationships between CLUSE and the buyer, regardless the country from which the buyer places an order and regardless the country to which the order will be shipped. In case of any dispute between CLUSE and the buyer, it may only be brought before the competent court of Amsterdam.