

# Terms and conditions

We would like to invite you to review our General Terms & Conditions, which regulate the purchase of Rosefield products via our Website.

## About Rosefield

In these General Terms & Conditions, **Rosefield** shall be understood as Rosefield Watches B.V., a company governed by the laws of The Netherlands and registered at the Dutch Chamber of Commerce (*Kamer van Koophandel*) under KvK number 62124234 and under VAT Number NL8546.67.714.B01.

**Address:**

Rosefield Watches B.V.  
Elandsstraat 44R  
1016 SG Amsterdam  
The Netherlands

**Rosefield Support Team:**

E-mail: [support@rosefieldwatches.com](mailto:support@rosefieldwatches.com)

Chat: [click here](#).

## 1. Definitions

**Website:** [www.rosefieldwatches.com](http://www.rosefieldwatches.com)

**Buyer:** a natural person who is of legal age and who is not acting within the context of practicing a profession or conducting a business, with whom Rosefield concludes an agreement.

**Order:** an agreement between Rosefield and the buyer made for the delivery of one or more products which Rosefield accepted as such.

**Product:** a Rosefield product that is offered on the Website for sale.

## 2. Applicability

- On all offers, orders, purchases and deliveries of Rosefield products through the Website these Terms & Conditions apply.
- These Terms & Conditions are accessible via the Website for all buyers worldwide.
- Upon request, Rosefield will send a copy of these Terms & Conditions to the buyer.
- By ordering Rosefield products via the Website, the buyer agrees to these Terms & Conditions.
- Rosefield reserves the right to update these Terms & Conditions from time to time.
- In the case of any discrepancy between language versions, the English version prevails.

## 3. Orders on the website

### 3.1. Availability of Service

Rosefield offers shipment of all products available on the Website and to all countries that can be selected, when choosing the shipping address. Before placing an order on our Website, please make sure that you are:

- over 16 years old,
- a consumer (a buyer in the understanding presented in art. 1 of these Terms & Conditions and thus, not a professional reseller).

### 3.2. Purchase Order Procedure

All Rosefield offers contain a complete and accurate description of the products being offered.

Every offer contains information that makes it clear to the buyer what rights and obligations are related to the acceptance of the offer. If an offer is subject to a limited period of validity, or is made subject to certain conditions, this will be explicitly mentioned in the offer.

To place an order, buyer's personal details will be required. The personal details will be further included in Rosefield's database for the purpose of processing the order. The personal details provided by buyers will be processed in accordance with Rosefield's [Privacy Policy](#).

After the buyer submits an order, Rosefield will send a confirmation that the order has been received ("**Order Confirmation**") to the e-mail address indicated by the buyer. At this point, Rosefield accepts to deliver the product ordered by the buyer and, as a consequence, an agreement containing these Terms & Conditions comes into existence and is binding between Rosefield and the buyer.

Order Confirmation contains:

- the contact details of Rosefield Support Team;
- the method of delivery;
- the price, including all taxes on the product;
- information on: warranty, after-sales service, the conditions under which the buyer can make use of the right of withdrawal and the model form for right of withdrawal.

### 3.3. Cancellation of Order

Rosefield reserves the right to cancel the order, without obligation to compensate the buyer for any losses other than a refund of the amount received from the buyer, in the following situations:

- the order is flagged up by Rosefield's security systems as an unusual order or an order susceptible to fraud;
- there is reason to believe the buyer is under 16 years old;

- there is reason to believe that the buyer is a reseller;
- in the event of misspelling or other errors or mistakes in the offer (see art. 4.3: 'Errors and Mistakes');
- in exceptional circumstances, that the product appears not to be available or not in stock after an Order Confirmation has been sent;
- Rosefield could not deliver the product to the address provided by the buyer, due to an event beyond Rosefield's control (see art. 9: 'Force Majeure').

## **4. Price and Payment**

### **4.1. Payment and Currency**

Rosefield allows users of the Website to modify the country page by changing the country flag. If the buyer changes the country flag, the currency in which the prices are displayed may vary.

### **4.2. Value Added Tax (VAT)**

All prices on the Website are inclusive of 21% VAT, in accordance with the legislation applicable in the Netherlands.

For non-EU buyers, VAT will be removed at the checkout. Non-EU buyers may be subject to import duties and taxes, which are levied when the delivery reaches the specified destination. In such case, those costs are borne by the buyer.

### **4.3. Errors and Mistakes**

Rosefield is not bound by obvious errors or mistakes in the offer.

Consequently, Rosefield is not obliged to proceed with and/or deliver an order in case of an error in the presentation of the product, mistake in the price or an error in the wording of the specifications of the product if:

1. i) it should have been clear to the buyer that the error was a typographical error, or
2. ii) it should have been clear to the buyer that, in the circumstances at hand, it would not be reasonable to expect that the product could be available at the presented price level or with the presented specifications.

### **4.4. Payment Methods**

Rosefield offers a variety of safe payment methods.

Our payment methods include: Master, Amex, Visa, Paypal, IDEal, Sofort, Carte Bancaire, BanContact (BCMC), Klarna.

The availability of specific payment methods may vary, this is determined by the country page selected on the Website.

For all payments by credit or debit card, the charge will be made online, in other words, in real time, through the payment gateway of the corresponding financial entity, once it has been confirmed that the data sent by the buyer is correct.

#### **4.5. Payment Security**

In order to offer maximum security of payment processes, Rosefield uses the secure payment systems of leading financial entities in e-commerce. Therefore, all confidential data is transferred directly and in an encrypted format (SSL) to the corresponding financial entity.

#### **4.6. Purchase Limit**

Rosefield does not permit the purchase of Rosefield products for subsequent resale. Consequently, it is not possible to order more than nine (9) products at once. Buyers who wish to make purchases in excess of this quantity are asked to contact Rosefield Support Team using the contact form available [here](#)

## **5. Promotional codes**

Promotional codes may not be used in combination with other promotions/special offers. As an example, promotional codes are not valid on Gift Boxes where an existing discount is already applied (unless stated otherwise in the offer). Promotional codes cannot be used on previously placed orders and are not transferable, or redeemable for cash or credit. To apply a promotional code, the buyer must enter it prior to completing the order.

## **6. Delivery**

Delivery and returns of products purchased from the Website, are carried out by postal services (DHL, DPD, GLS, PostNL) and their partners around the world.

In order to avoid any delivery problems (incorrect address, absence of the addressee, etc.), the buyer must fill in the address form correctly. It is advisable to leave a contact telephone number in the corresponding field.

Once the product has been handed over to the carrier, Rosefield will send the buyer a track & trace code, that will allow the buyer to track the order at any moment until its final reception.

#### **6.1. Delivery Terms**

Rosefield will make its best effort to deliver the product within the expected delivery time (see **Table** below) at the delivery address indicated by the buyer.

The buyer bears the responsibility for the correct input of the delivery address; in case of unsuccessful delivery, due to an error in the delivery address that may be attributed to the buyer, Rosefield cannot be held responsible for the (partial) loss of the products shipped.

In case Rosefield needs any additional information regarding the delivery address, the buyer may be requested to provide such additional information. A delay in the delivery may occur in case additional information regarding the delivery address is required.

	<b>EXPRESS PRICE</b>	<b>EXPRESS DELIVERY</b>
<b>Within Europe</b>	Free from €50	1 - 5 working days
<b>Rest of the world</b>	Free from €50	2 - 5 working days

*Please note: The above-mentioned delivery terms should be understood as estimated delivery terms and cannot be treated as final delivery terms or guaranteed delivery terms.*

## **6.2. Damaged, Incomplete or Wrong Product(s)**

In case the product has been delivered to the buyer in a damaged or incomplete state, the buyer must inform Rosefield Support Team thereof using the [contact form](#) as soon as possible but not later than 24 hours after receiving the product. Subsequently, Rosefield will deal with the matter at hand; the buyer must always inform Rosefield of the aforementioned situation(s) and await the instructions of Rosefield Support Team.

In case the buyer receives a product that the buyer did not order, the buyer must inform Rosefield Support Team thereof using the [contact form](#) as soon as possible but not later than 24 hours after receiving the product. The buyer must arrange the return shipment of such product following the instructions of Rosefield Support Team. Rosefield will bear the costs of this shipment and must subsequently arrange the shipment of the ordered product to the buyer.

In case the buyer returns the product at his or her own cost without contacting and awaiting the instructions of Rosefield Support Team, the buyer cannot claim from Rosefield any reimbursement of the shipment costs nor hold Rosefield responsible for the return shipment that took place without prior consent of Rosefield Support Team.

## **6.3. Missing Items**

In case the product has not been delivered at the delivery address (or pick-up point) indicated by the buyer within ten (10) days upon the shipment date, the buyer has the obligation to inform Rosefield Support Team thereof using the [contact form](#) within the next four (4) days, i.e. ultimately on the fourteenth (14<sup>th</sup>) day upon the shipment date.

In case the product that has been shipped from Rosefield to the buyer is missing, went missing, or in case the buyer claims that he/she did not receive the product (despite any information indicated by the carrier / in the track & trace system / indicated otherwise), a complaint procedure with the carrier will be initiated. The buyer must fully cooperate with Rosefield and the carrier during the complaint procedure.

In case the complaint procedure indicates that the shipment went missing through fault of the carrier, Rosefield will either refund the buyer or re-ship the ordered product. A refund or re-shipment of products shall take place after Rosefield receives official information about the outcome of the carrier's complaint procedure.

## 7. Revocation and returns

The address for all returns is: H.J.E. Wenckebachweg 133, 1096 AM Amsterdam, The Netherlands.

### 7.1. Statutory right of withdrawal

The buyer has the statutory right to withdraw from the agreement and to return the ordered product during a trial period of 14 days after having received the product, without having to state a reason for the withdrawal (**the statutory right of withdrawal**).

The statutory right of withdrawal only applies in the case that the product and its original packaging can be returned in the same state as when received. 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. The right of withdrawal does not apply to customized products (i.e. Rosey) and products that are not suitable for return due to hygiene reasons (i.e. earrings).

Please note that: in case the product was delivered in a damaged or incomplete state, the buyer has the obligation to inform Rosefield Support Team thereof and await further instructions (see art. 6.2. and 6.3).

The buyer is responsible for the return shipment of the product and bears all the risks related to the return shipment. Rosefield 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 of a return shipment within the trial period are borne by the buyer.

In case all the conditions applicable to the statutory right of withdrawal are met, Rosefield 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.

### 7.2. Cancellation form

To meet the cancellation deadline, the buyer must send a statement concerning his/her exercise of the right to cancel before the cancellation period has expired.

To exercise the statutory right to cancel the buyer must inform Rosefield by contacting Support Team in one of the following ways:

- by regular mail:

Rosefield Watches B.V.

H.J.E. Wenckebachweg 133,  
1096 AM Amsterdam, The Netherlands.

- by e-mail: support@rosefieldwatches.com

The buyer can use the cancellation form below (the buyer may use this form but is not obliged to do so).

I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*):

ordered on (\*)/

received on (\*)

name of customer(s)

address of customer(s)

signature of customer (s) (only if this form is notified on paper),

date

(\*) Delete as appropriate

### 7.3. Optional return of products up to 60 days after receipt

Without prejudice to the statutory right of withdrawal set out in art. 7.1, Rosefield offers the buyer an option of returning products ordered from the Website within 60 days from receiving them. This return option allows the buyer to return the product, even after the 14-day trial period has expired (see "**statutory right of withdrawal**" above). The product will be deemed returned within 60 days if sent by the buyer within such time, counted from the date of receiving the product.

The exercise of the return option shall not apply to:

- worn (used) products;
- watches that have been activated;
- customized jewellery (i.e. Rosey);
- products that are not suitable for return due to hygienic reasons (i.e. earrings).

In case the buyer wishes to return the product, he or she shall use the return shipping label enclosed to the order.

All returned products must be returned in their original condition, intact and undamaged, and in its original packaging. Until the period for exercising the statutory right of withdrawal expires, the statutory provisions governing returns shall apply exclusively.

For the return shipment costs please see our [FAQ](#).

ROSEFIELD does not offer exchanges for returned products. If the buyer wishes to purchase a new product, the buyer is kindly asked to place a new order.

## 8. Warranty and repair

Rosefield offers a warranty for products for a two (2) year period from the date of purchase. The two (2) year warranty on Rosefield watches and jewellery guarantees the buyer that the product meets the standards of usability, reliability and durability.

The warranty does not apply to:

- defects that are a result of inappropriate use, negligence, carelessness, abuse or intentional damage (such as scratching, bouncing, falling) and changes in colour that are a result of the use of water, perfumes, soap, lotion or hair product;
- failure or damage caused by unjustifiable repair or modification performed by a third party without the prior written permission of Rosefield;
- failure or damage caused by fire or water;
- aesthetic changes that occur during normal wear and tear and aging (such as alteration of the colour of the leather strap, scratches on the case and/or crystal and peeling of the plating on the case or strap); or
- battery replacement, also during the warranty period.

In the event of warranty claims under this provision, Rosefield will be obliged to, at its discretion, repair the defect free of charge, to have the defect repaired, or to make the parts available that are necessary for the repair, or to replace the product concerned. If Rosefield finds that repair or replacement of the goods is not (or no longer) possible or disproportionately problematic, Rosefield will be entitled to credit the price received for the goods concerned, without being liable for any further damages.

The shipment costs of a return shipment for a warranty request are borne by Rosefield.

In case of questions regarding returns and warranty, the buyer can always visit the Website for the [FAQ](#) or contact Rosefield Support Team via the contact form available [here](#).



## 9. Force majeure

Rosefield is entitled to invoke force majeure ex article 6:75 of the Dutch Civil Code, if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of Rosefield's control, including but not limited to site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, delay in delivery to Rosefield of certain parts or goods ordered from third parties, sickness of its employees, accidents and interruptions of business operations, transport problems, natural disasters, earthquakes, fire and wars.

In case of force majeure on the part of Rosefield, its obligations shall be suspended. If the force majeure lasts more than three (3) months, Rosefield and the buyer are both entitled to terminate the non-feasible parts of the agreement.

## 10. Personal data and privacy

In performing its obligations arising from those terms and conditions, Rosefield follows its [Privacy Policy](#)

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

Rosefield 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. Rosefield 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. Rosefield is allowed to use the buyers' data to advertise products to the buyer.

Rosefield may use the buyer's e-mail address to send information about products or services that are the same as, or similar to those that have been ordered by the buyer from Rosefield, which Rosefield believes might be found useful by the buyer. The information will be sent only if the buyer has not indicated that (s)he does not object to being contacted for these purposes. At any stage, the buyer has the right to request Rosefield to stop using their personal data for direct marketing purposes by clicking on the link in the footer of the marketing e-mails.

## 11. Applicable laws and jurisdiction

These terms and conditions are governed by the Dutch law, provided that buyers may also be able to invoke mandatory legislation applicable in their own country of residence.

All disputes between the parties will exclusively be submitted for judgement to the competent court in Amsterdam, the Netherlands, unless Rosefield chooses to bring a dispute before the competent court of the country of the buyer's delivery address

*Last update on 20th July 2019*