

## **GENERAL TERMS & CONDITIONS**

**- Last updated on August 17 2017 -**

### **1. CLUSE**

In these general terms and conditions and on the website <https://cluse.com> (the **Website**), under CLUSE is understood Europe Watch Group B.V., a company established under the laws of the Netherlands.

CLUSE / Europe Watch Group B.V.  
Danzigerkade 16 E+G  
1013 AP Amsterdam  
The Netherlands

Customer Care contact details:

Phone number: +31 88 7780236

Link to send a ticket: <https://cluse.freshdesk.com/nl/support/tickets/new>

Registered with the Chamber of Commerce under number 58986502.

### **2. APPLICABILITY**

1. On all offers, orders, purchases and deliveries of CLUSE products through the Website these terms and conditions apply.
2. These terms and conditions are accessible for anyone via the homepage <https://cluse.com>.

3. In the case of any discrepancy between language versions, the English version prevails.

4. Upon request, CLUSE sends a copy of these terms and conditions to the buyer.
5. By ordering CLUSE products via the Website, the buyer agrees to these terms and conditions.
6. CLUSE has the right to amend these terms and conditions from time to time.

### **3. THE OFFER**

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. Our offers contain a complete and accurate description of the products being offered.
3. CLUSE is not bound by obvious errors or mistakes in our offers.
4. Every offer contains information that makes it clear to the buyer what rights and obligations are related to the acceptance of the offer.

### **4. THE CONTRACT**

1. A contract will be concluded, subject to Clause 3 and paragraph 3 of this Clause, between the buyer and CLUSE, at the moment the buyer accepts an offer from CLUSE and all conditions to accept this offer have been fulfilled.

2. CLUSE will immediately confirm receipt of acceptance of electronically accepted offers to the email address provided by the buyer once accepted. It is the responsibility of the buyer to provide the correct e-mail address during the order process. The buyer can dissolve the contract as long as the acceptance has not been confirmed by CLUSE to the e-mail address provided by the buyer.

3. CLUSE may obtain information – within statutory frameworks – about the buyer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the contract. If that research gives CLUSE proper grounds for declining to conclude the contract, then it has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

4. CLUSE will send to the buyer, at the latest when delivering a product, the following information, in writing, or in such a way that the buyer can store it on an accessible durable medium:

4.1. the office address of CLUSE's business location where the buyer can lodge complaints;

4.2. the conditions under which the buyer can make use of the right of withdrawal and the method for doing so;

4.3. information on guarantees and existing after-sales service;

4.4. the price, including all taxes on the product

4.5. the method of delivery; and

4.6. the model form for right of withdrawal.

## 5. VAT

All prices shown on the Website are including VAT, in accordance with the applicable legislation. In case an order will be shipped to a delivery address outside the EU, 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.

## 6. PAYMENT

1. CLUSE offers the following safe payment methods:

UK: Credit Card, Paypal

US: Credit Card, Paypal

**FR:** Credit Card, Carte Bancaire, UnionPay, PayPal

**DE:** Sofort Banking, Credit Card, PayPal, UnionPay, GiroPay

**NL:** iDEAL, Credit Card, AfterPay Invoice, PayPal, UnionPay

**BE:** Sofort Banking, Credit Card, PayPal, UnionPay, GiroPay

**ES:** Credit Card, PayPal, UnionPay

PT: Credit Card, PayPal, UnionPay

**IT:** Credit Card, PayPal, UnionPay

**PL:** dotpay, Credit Card, UnionPay, PayPal

2. The buyer will be bound to the terms and conditions of the payment provider of its choice in relation to the payment. CLUSE has no control over these terms and conditions and cannot be held responsible for the contents thereof.

## 7. DELIVERY

1. CLUSE offers free shipment from a minimal order value on all our products to buyers to the countries that can be selected when choosing the shipping address.
2. 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.
3. 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 made by 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.
4. CLUSE will use all reasonable efforts to deliver the order within the expected delivery terms to the delivery address. CLUSE cannot be held liable for any delays in the delivery of an order.
5. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the buyer will be informed about this as soon as reasonably possible after the order has been placed. In this case, the buyer has a right to dissolve the contract free of charge.
6. The risk of damage and/or loss of products rests upon CLUSE up to the moment of delivery to the delivery address, unless this has explicitly been agreed otherwise.
7. In case the buyer receives a product that the buyer did not order, the buyer must inform CLUSE hereof as soon as possible (within 24 hours after receiving the order) by email (or through the contact page of the Website). The buyer will 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 will subsequently take care of the shipment of the correct product to the buyer, provided the buyer has fully conformed with the return instructions from CLUSE.
8. In case a product has been delivered to 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) through the website [service.cluse.com](https://www.cluse.com). Subsequently, CLUSE will decide how to 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 first 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).
9. 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 will 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.
10. In case a shipment still has not been delivered at the delivery address of the buyer (or the pick up point) 14 days after the shipment date 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).

## **8. TRIAL PERIOD and REVOCATION**

1. Unless stated otherwise, the buyer has the right to revoke the contract and to return his/her order during a trial period of 14 days after having received the order, without having to state a reason for his/her revocation (please note the abovementioned exceptions: in case a product is delivered that was not ordered, or if a product is delivered that is damaged or incomplete, the buyer has the obligation to inform the CLUSE customer care team by email and to await further instructions).
2. The buyer who wants to exercise his right of revocation shall report this to CLUSE, within the trial period, by means of the model Revocation Form included here and as provided to the buyer together with his/her order, or in any other unequivocal way.
3. The return address for returns within the trial period is:

Radial/ EWG  
CLUSE returns  
Siriusstrasse 200  
06116 Halle (Saale)  
Germany

In case of a defect or warranty request, a different return address may apply, therefore in such case, please always first contact our customer care team and await further instructions.

4. In case the buyer wishes to use his/her right to revoke the contract, 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 buyer may only handle and inspect the product in the same way that he would be allowed in a physical shop. During the trial period the buyer must carefully handle the product and keep the original undamaged packaging (meaning the box the product comes in; not the cardboard box that is only used for delivery).

5. The buyer will return the ordered product to CLUSE no later than 14 days after the day of reporting his/her wish to revoke the contract 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).

6. The buyer is responsible for the return shipment of his/her order and bears all the risks related to the return shipment and the burden of proof for exercising the right of revocation correctly and in time. CLUSE strongly 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 may have the option to hold the carrier liable. The buyer, as the sender of the return shipment, can start the complaint procedure for any issue that may occur with the return shipment. The buyer will keep the (official, digital) receipt of his/her return shipment that contains the tracking information.

7. The buyer is responsible for the cost of return shipments under this clause.

8. Provided that all requirements for revocation have been met, CLUSE will credit the buyer as soon as reasonably possible and in any event within 14 days after having received 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.

9. In case the buyer wishes to use his/her right to revoke the contract or 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 CLUSE will be borne by the buyer.

10. 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 will be borne by the buyer. Upon crediting the buyer, CLUSE will deduct 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.

## 9. WARRANTY AND REPAIR

1. The CLUSE warranty policy is automatically in effect upon purchase of any CLUSE products. CLUSE grants a two (2) year warranty period on its watches and jewellery. The warranties guarantee the buyer that the products meet the standards of usability, reliability and durability.

2. The warranties only apply to products that are bought on our website [cluse.com](https://cluse.com) or through one of our [official retail channels](#). To claim under our warranties, the buyer needs to present the original purchase documentation received from our website or an official retailer.

3. The warranties do not apply in case of:

- theft or loss;
- intentional damage;

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

4. 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 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.

5. CLUSE watches are 3 ATM Water Resistant: this means that the watch is protected against minor splashes of water. 3 ATM water resistant CLUSE watches cannot be worn during showering, bathing, swimming or diving. CLUSE watches should not be exposed to more than minor splashes of water or to chemical substances such as perfume, cosmetics and cleaning products.

6. The buyer acknowledges and agrees that CLUSE jewellery is fragile and will break if not handled with care. The warranty on jewellery only relates to demonstrable production errors. CLUSE jewellery should not be exposed to water or chemical substances such as perfume, cosmetics and cleaning products as this may lead to discoloration.

7. The warranties no longer apply in case a third party performed repair works or other works on the product, without prior written permission by CLUSE.

8. Shipment costs for a return shipment after a warranty request or repair request (for defects occurring after the buyer has used the product), will be borne by the buyer.

9. In case of questions regarding returns and warranty, the buyer can always contact the CLUSE customer care team via the website [service.clusewatches.com](https://service.clusewatches.com).

## 10. 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 [cluse.com](https://cluse.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.

## 11. APPLICABLE LAWS

These terms and conditions are governed by Dutch law, provided however that consumers may also be able to invoke mandatory legislation applicable in their own country of residence. Any disputes between CLUSE and the buyer will be brought before the competent court of Amsterdam.