

**Article 1 – Definitions**

1. In these conditions the following definitions apply:
  - **Additional agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
  - **Reflection period:** the period within which the consumer can exercise his right of withdrawal;
  - **Consumer:** the natural person who does not act for purposes related to his trade, business, craft, or profession;
  - **Day:** calendar day;
  - **Digital content:** data produced and delivered in digital form;
  - **Permanence agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
  - **Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation or use for a period that is appropriate to the purpose for which the information is intended and that allows unchanged reproduction of the stored information;
  - **Right of withdrawal:** the consumer's option to cancel the distance contract within the cooling-off period;
  - **Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services remotely to consumers;
  - **Distance agreement:** an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement involves exclusive or partial use of one or more techniques for distance communication;
  - **Model withdrawal form:** the European model withdrawal form;
  - **Technology for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

**Article 2 - Identity of the entrepreneur**

- Morval Watches  
Kasteellaan 2, Sint-Oedenrode, The Netherlands  
+31(0) 6 39725831  
[info@morvalwatches.com](mailto:info@morvalwatches.com)
- Chamber of commerce no. 89442679
- VAT no. NL004729776B54

**Article 3 - Applicability**

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate how the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be read by the consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs apply mutatis mutandis and

in the event of conflicting conditions, the consumer can always rely on the applicable provision that applies to him is most favorable.

#### **Article 4 - The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a good assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Due to differences in display qualities, colors of the real product may slightly differ from the image on the website.
4. Each offer contains such information that it is clear to the consumer what the rights and obligations are associated with accepting the offer.

#### **Article 5 - The Agreement**

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance by the consumer of the offer and compliance with the conditions set.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can, within legal frameworks, inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
5. The entrepreneur will send the following information to the consumer at the latest upon delivery of the product, service, or digital content, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
  - *the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;*
  - *the information about warranties and existing after-sales service;*
  - *the price including all taxes of the product, service, or digital content; where applicable, the costs of delivery; and the method of payment, delivery, or execution of the distance contract;*
  - *the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;*
  - *if the consumer has a right of withdrawal, the model withdrawal form.*
6. In the case of a duration transaction, the provision in the previous paragraph only applies to the first delivery.

#### **Article 6 - Right of withdrawal**

1. The consumer can terminate an agreement regarding the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal but may not oblige him to state his reason(s).
2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product, or:
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- *if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with different delivery times.*
- *if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or part;*
- *in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party*
- *period will expire 14 days after the day on which the consumer received that information.*

**Article 7 - Obligations of the consumer during the cooling-off period**

1. During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics, and operation of the product. The basic principle here is that the consumer may only handle and inspect the product as he would in a store.
2. The consumer is only liable for any reduction in value of the product that is the result of handling the product that goes beyond what is permitted in paragraph 1.

**Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof**

1. If the consumer makes use of his right of withdrawal, he must report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.
3. The consumer returns the product with all supplied accessories, if reasonably possible in the original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.

**Article 9 - Obligations of the entrepreneur in the event of withdrawal**

1. If the entrepreneur enables the notification of withdrawal by the consumer electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with reimbursement until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same payment method that the consumer used for reimbursement unless the consumer agrees to a different method. The refund is free of charge for the consumer.
4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

**Article 10 - Exclusion of right of withdrawal**

1. The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time before concluding the agreement:
  - *Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence, and which may occur within the withdrawal period;*
  - *Agreements concluded during a public auction. A public auction is defined as a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be personally present at the auction, under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content and/or services;*
  - *Products manufactured to consumer specifications, which are not prefabricated, and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;*
  - *Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery (seal on watch case, bracelet, and other applicable parts);*

**Article 11 - The price**

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices, the prices of which are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This liability to fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of legal regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
  - *these are the result of legal regulations or provisions; or*
  - *the consumer has the right to cancel the agreement with effect from the day on which the price increase takes effect.*
5. The prices stated in the offer of products or services include VAT.

**Article 12 - Compliance and additional warranty**

1. The entrepreneur guarantees a proper working of the product for a period of 2 years from the day the consumer has received the product.
2. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the existing requirements on the date of the conclusion of the agreement.
3. An additional guarantee provided by the entrepreneur, his supplier, manufacturer, or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfill his part of the contract.
4. Extra warranty means any obligation of the entrepreneur, his supplier, importer, or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the agreement.

**Article 13 - Delivery and execution**

1. The entrepreneur will exercise the utmost care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has communicated to the entrepreneur.
3. With due observance of what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously, but no later than within 6 weeks, unless a different delivery period has been agreed. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than

6 weeks after he has placed the order. In that case, the consumer has the right to terminate the agreement without costs and is entitled to any compensation.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.
6. The consumer must ensure that the actual delivery of the products ordered by him can take place in time.
7. If the package of a delivered product is opened or damaged, the consumer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which entrepreneur may not be held liable for any damage.
8. If the consumer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to entrepreneur, failing which entrepreneur cannot be held liable for any damage.

#### **Article 14 - Duration transactions: duration, termination, and extension**

##### **1. Termination:**

The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products or services at any time, considering the agreed cancellation rules and a notice period of no more than one month

##### **2. Extension:**

An agreement that has been entered into for a specific period and that extends to the regular delivery of products or services may not be tacitly extended or renewed for a specific period.

##### **3. Duration:**

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed period.

#### **Article 15 - Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the cooling-off period commences, or in the absence of a cooling-off period within 14 days after the conclusion of the contract. In the case of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.
2. The consumer has the obligation to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
3. If the consumer does not fulfill his payment obligation(s) on time, after the entrepreneur has informed him of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfill his payment obligations, statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him.
4. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur may deviate from the stated amounts and percentages for the benefit of the consumer.

#### **Article 16 - Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaint's procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the

entrepreneur will respond within 14 days with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved by mutual agreement within a reasonable period or within 3 months after submitting the complaint, a dispute arises that is subject to the dispute settlement procedure.
5. Consumers in the EU have the option to submit complaints via the European Commission's Online Dispute Resolution (ODR) platform. This ODR platform can be found at <http://ec.europa.eu/odr>. If the complaint has not yet been addressed elsewhere, consumer is free to submit your complaint through the European Union's platform.

#### **Article 17 - Joint and several Consumer liabilities**

1. If Entrepreneur enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Entrepreneur under that agreement.

#### **Article 18 - Liability of Entrepreneur**

1. Entrepreneur is only liable for any damage the consumer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Entrepreneur is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Entrepreneur is never liable for indirect damages, such as consequential loss, lost profit, lost savings, or damage to third parties.
4. If Entrepreneur is liable, its liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

#### **Article 19 - Expiry period**

1. Every right of the consumer to compensation from Entrepreneur shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

#### **Article 20 - Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Entrepreneur in the fulfillment of any obligation to the consumer cannot be attributed to Entrepreneur in any situation independent of the will of Entrepreneur, when the fulfillment of its obligations towards the consumer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Entrepreneur.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer, or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Entrepreneur cannot fulfill one or more obligations towards the consumer, these obligations will be suspended until Entrepreneur can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Entrepreneur does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

#### **Article 21- Changes in the general terms and conditions**

1. Entrepreneur is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Entrepreneur with the consumer in advance as much as possible.

4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

**Article 22 - Transfer of rights**

1. The consumer cannot transfer its rights deriving from an agreement with Entrepreneur to third parties without the prior written consent of Entrepreneur.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

**Article 23 - Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Entrepreneur had in mind when drafting the conditions on that issue.

**Article 24 - Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.