

INTRODUCTION:

These general terms and conditions of sale comprehensively regulate all sales transactions and other services that may be offered, provided or made from the online store on the website **WWW.KRONABY.COM**, owned by FESTINA LOTUS SA (hereinafter, FESTINA) with Corporate Tax ID No. A08663684, registered office at Calle Velázquez No. 150, 3º 1, 28002 Madrid (Madrid) registered in the Madrid Commercial Registry, in Volume 28627, folio 51, Page M -515523 and with email address info@festina.es.

These terms and conditions may be modified by FESTINA at any time. Users will be informed of any new version that contains substantial changes.

FESTINA'S DATA

The following conditions regulate the sale of the products presented on this Website by the company:

FESTINA LOTUS SA (hereinafter, FESTINA).

Calle Velázquez nº 150, 3º 1

28002 Madrid (Madrid)

registered in the Madrid Commercial Registry, Volume 28627, folio 51, Page M-515523.

ONE - TERRITORIAL SCOPE

Regardless of the location from which purchases are made, the items offered through this website can only be delivered to:

- **European Union Member States:** Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Slovakia, Slovenia, Spain (including the Canary Islands, Ceuta and Melilla), Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania and Sweden.
- **Other countries** such as Australia, Canada, South Korea, United Arab Emirates, Japan, New Zealand, Russia, Singapore, USA.

Individuals residing outside of these countries may only benefit from the online purchase service of this Website when the shipping address of the order is in one of the countries or territories mentioned above.

TWO - PERSONAL SCOPE

To place an order, the purchaser must be of legal age or be an emancipated minor, have legal capacity to act sufficiently and have a debit or credit card supported by FESTINA's payment system.

THREE - USE OF THE WEBSITE

By browsing the website www.kronaby.com, the user accepts the terms and conditions set forth herein and agrees to be bound by them.

Placing any order through the website www.kronaby.com implies knowledge and acceptance of the terms and conditions in force at the time it is placed.

FOUR - REGISTRATION

When placing an order, users have the option to register. The data provided by users is stored and processed pursuant to point eleven.

In the future, FESTINA will offer the possibility of placing orders without requiring registration.

Users are responsible for the accuracy of the data provided. FESTINA reserves the right not to register or to cancel the registration of any user who provides false or fraudulent information.

Users, at the time of registration, unequivocally consent to having their personal data incorporated into files owned by FESTINA, which is the data controller pursuant to condition eleven. For these purposes, consent provided by minors under 16 years of age is invalid.

Personal data that has been incorrectly entered into the user's account at the time of registering as a user may be modified.

If users detect an error once the order is finalised and paid for, they can contact customer service immediately (<https://kronaby.com/gb/help>)

FIVE - ORDERS

All orders are considered purchase offers subject to these terms and conditions. FESTINA reserves the right no to accept them if the requirements set forth in them are not met.

Once an order has been placed, the system automatically generates a receipt for the order. However, this confirmation does not imply automatic acceptance of the order, given that FESTINA reserves the right to collect additional information related to identity and address in order to guarantee correct delivery of the order and to ensure the absence of fraud related to the transactions.

Orders can be placed 365 days per year, at any time, except when the service is suspended due to maintenance or other commercial circumstances and/or force majeure.

All orders are subject to product availability. If it is not possible to deliver an order due to supply problems or due to insufficient stock, the user has the option to wait until the product is available or to cancel the order.

The photographs of the products are presented for descriptive and indicative purposes and have no contractual value. The specific features of each product can be found in the corresponding descriptions on the website.

No valid order can be placed without expressly accepting these terms and conditions and FESTINA's privacy policy through the boxes provided for these purposes.

SIX - DISPATCHES AND DELIVERIES



Delivery is considered to have taken place at the moment that the user or a third party indicated by the user acquires material possession of the products.

The delivery time for the order will vary depending on the shipping method selected and will be indicated on the website once the order confirmation is obtained, in any case it will not exceed thirty (30) days from the order confirmation date. If the delivery date cannot be met, FESTINA will inform the user of this circumstance and will offer the option to continue with the purchase, setting a new delivery date, or the possibility of cancelling the order and obtaining a total refund for the purchase price paid.

If the recipient is absent at the time of delivery, a notice will be left so that the delivery can be collected in the place and within the periods indicated. Once the final date transpires without pickup, the delivery is returned to FESTINA and the consumer is responsible to contact Customer Service for a possible redispach at the buyer's expense.

SEVEN - PRICE AND PAYMENT

It is understood that the price of each product is that which appears on the website at the time of placing each order.

The prices include the cost of standard packaging, VAT (if applicable) and do not include shipping costs, which are calculated and added to the final price to be paid. Once the final price has been confirmed by the consumer, the total price must be paid to FESTINA, as indicated in the order and in the order confirmation sent by FESTINA by email to the Consumer.

In the case of products to be delivered within the European Union customs territory, the consumer must pay the marked price, including the applicable value-added tax (VAT) at the applicable legal tax rate together with the shipping costs, which, if applicable, are added to the final price to be paid.

However, in territories that belong to the EU but do not form part of the community customs territory (e.g. Ceuta and Melilla) or are not part of the VAT application territory (e.g. Canary Islands) the applicable taxes and excise taxes will be applied, pursuant to the current regulations in each of these territories.

If the **Products are delivered to a country outside of the European Union**, the consumer must take into account that customs charges may be added to the total price indicated on the order and ratified in the order confirmation at the destination. So in order to receive the goods, the recipient must pay all taxes, duties and customs fees required by the country in question. The Consumer should consult the competent bodies of their country of residence or destination of the products in order to obtain information on applicable duties or taxes.

Prices may be modified by FESTINA at any time and without prior notice without affecting orders already confirmed. However, even once confirmed FESTINA is not obliged to take orders when the price is incorrect, especially when the error is clear and easily recognisable.

All products that FESTINA promotes at a **special price** are shown on the website with the following information:

- Special price.
- Regular price.

Payments must be made with the debit or credit cards accepted and whose reference is indicated in the purchase process. The charge will be made in real time, once the authenticity of the buyer's data has been verified through the payment gateway of the corresponding financial entity. The virtual store also allows payments through the PayPal system.



FESTINA uses secure technology and payment systems. The data related to the payment are transmitted encrypted to the financial institutions issuing the cards and are validated and verified by them.

FESTINA will not make any delivery until the total amount of the order has been paid. If the issuing entity of the card refuses to grant authorisation for payment, the sale will be automatically terminated.

FESTINA does not allow products to be purchased on this website that are destined for commercial activity. For this reason, purchases for an amount equal to or greater than FIFTEEN THOUSAND EUROS (€15,000) euros or containing more than FIFTY (50) items cannot be made. Consumers who are interested to place orders above this amount or quantity for purposes other than resale should contact Customer Service (<https://kronaby.com/gb/help>), where they will be informed about the options available to make a purchase.

EIGHT - RIGHT OF WITHDRAWAL

FESTINA recognises customers' right to withdraw from their purchase for a period of 14 calendar days from the date of receiving the product.

Exceptions to the right of withdrawal are those items that are not suitable to be returned for health protection or hygiene reasons, if they have been removed from their original packaging.

To exercise this right, customers must unequivocally communicate their decision to withdraw through the website (www.kronaby.com). Once the communication has been made, a receipt for the withdrawal will automatically be generated. (<https://kronaby.com/gb/content/19-returns>)

Delivery conditions:

The returned products must be in perfect condition and with the accessories, documentation and original packaging.

Consequences of withdrawal:

In case of withdrawal, FESTINA will return all payments received, including delivery costs (with the exception of the additional expenses resulting from the customer's choice of a delivery method different from the less expensive ordinary delivery offered) without any undue delay and, in any case, no later than 14 calendar days from the date notified of the decision to withdraw from this agreement. The refund shall be made using the same payment method used by the customer for the initial transaction, unless otherwise expressly provided; In any case, no expenses shall be incurred as a result of the refund.

Notwithstanding the foregoing, FESTINA may withhold reimbursement until the goods have been received, or until the customer has presented proof of its return, depending on which condition is met first.

The user will assume the shipping costs involved in the return, all pursuant to the delivery method chosen:

NINE - WARRANTY

The products offered through the website www.kronaby.com enjoy a **commercial warranty** of TWO (2) years for the purpose of non-conformity of the products.

The conditions of this Commercial Warranty are explicitly formalised in the International Warranty Certificates that, where applicable, are supplied together with each item purchased.



To invoke the Warranty, a ticket or invoice **must** be presented for any claim or request for exchange and/or refund.

In any case, damages caused by ordinary wear or improper use of the products are understood as excluded from the warranty.

This commercial warranty is additional and does not affect consumers' rights pursuant to their applicable national law (legal warranty) that shall prevail and preferentially apply. (Example: In Spain, RDL 1/2007 and other applicable regulations).

Once the first 14 days have transpired from the date that the order is received by customers and without prejudice to the right of withdrawal referred to in the previous section, any aspect of the legal or commercial warranty (repair/replacement/price reduction/resolution of the agreement etc.), with respect to FESTINA, as seller, may be invoked in the following places:

FESTINA LOTUS SA
C/Via Laietana 20 Planta 1
08003 Barcelona
(Spain)

For any **repair service**, customers will be given a quotation indicating the amount. Any variation will first be communicated for confirmation.

The deposit receipts are always named. If repairs are collected by a person other than the owner, the authorisation that appears on the receipt must be completed. In any case, the carrier's identity must be accredited by National ID or passport.

TEN - Exchanges

Without prejudice to the right of withdrawal and the right to substitute products as a result of the exercise of the legal or commercial warranty provided, the user may, within 14 days following the delivery of the goods, opt to exchange the products acquired by others of the same or higher value.

ELEVEN - PERSONAL DATA

The personal data provided by users through this website will be processed pursuant to the privacy policy (<https://kronaby.com/gb/content/11-privacy-policy>), pursuant to the provisions of **EU Regulation 2016/679 of the European Parliament and the Council, 27 April 2016, concerning the protection of natural persons with regard to processing personal data and the free circulation of such data**, as well as the provisions of the various rules that they adapt, to their respective national legal systems, the aforementioned Regulation (Example: Organic Law 3/2018, 5 December, about personal data protection and guarantee of digital rights, which adapts the Spanish legal system to EU regulation 2016/679 of the European Parliament and the Council, 27 April 2016) and other information society and electronic commerce services laws.

In this sense, the information related to the data protection policy by layers is: **Basic information**



BASIC INFORMATION ABOUT DATA PROTECTION	
Data Processor	FESTINA LOTUS SA
Purpose	To make it possible to purchase the products offered on the website www.kronaby.com , including managing administration tasks, logistics, billing, commercial information and customer service, and other related aspects.
Legitimation base	Consent of interested users
Data processor	The data is processed by the data processor.
Recipients	Except for certain exceptions, data will not be provided to third parties. It is not envisaged to assign or transfer to other countries.
Rights	To access, modify, oppose or suppress the data, or to exercise other rights as explained in the additional information.
Additional information	"Additional and detailed information" in the "Privacy Policy" https://kronaby.com/gb/content/11-privacy-policy

The user can see FESTINA's general privacy policy through the link <https://www.festina.com/en/privacy-and-cookie-policy>

TWELVE - INDUSTRIAL AND INTELLECTUAL PROPERTY

FESTINA owns all of the website's industrial and intellectual property rights, including content such as text, graphics, photographs, logos, icons, images, graphic design, source code, applications, video, audio etc., all of which are subject to intellectual and industrial property rights recognised by current Spanish and international law.

Any use of the website or its content must be exclusively for non-commercial purposes.

Any use that entails copying, reproducing, distributing, transforming, public communication or any other similar action, of all or part of the contents of the website, as well as this document, is reserved exclusively for FESTINA. The user may not carry out these actions without prior written authorisation from FESTINA.

The user must not make any improper use of the website by intentionally introducing a virus or any material that may be damaging or harmful. The user will not attempt to have unauthorised access to this website, the server on which it is hosted or any server or database related to this website.

If the user breaches this condition, FESTINA is obliged to inform the competent authorities because such breach may entail the violations specified in the applicable regulations.

TEN - COMMUNICATIONS TO THE USER



By merely browsing and using this website, the user consents to receive, via e-mail and/or SMS, all necessary and essential electronic communications related to the management and administration of the legal relationship established between the user and FESTINA related to the products and/or services offered on the website www.kronaby.com.

Any electronic communication that does not strictly have to do with the management and administration of the legal relationship between FESTINA and the user (communications for advertising and/or promotional purposes etc.) requires unambiguous and express consent of the latter under the terms provided within the current applicable code (example: in Spain, Law 34/2002, 11 July, on information society and electronic commerce services (Information Society Services Act)).

The consent provided by users for contractual purposes to validate the channel to be informed of any agreement, notification, information or other communication electronically does not affect their rights recognised by law.

FOUR - ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The user may not, without obtaining prior written consent from FESTINA, transfer, assign or in any other manner encumber this agreement or any of the rights derived from it.

FESTINA reserves the right to transfer, assign, encumber, subcontract or transfer in any other manner an agreement or any of the rights or obligations deriving from it, at any time during its term.

FIFTEEN - RESPONSIBILITY

FESTINA is responsible for compliance with its own legal and contractual obligations, consistent with the execution of these terms and conditions. In return, users are responsible for compliance of their obligations, under the same terms.

To the extent that FESTINA suffers any damage as a result of third parties' actions and/or omissions related to these terms and conditions, it reserves the right to take the corresponding actions against them.

FESTINA is not responsible for any breach or delay in fulfilling any of the assumed obligations, when these breaches are due to events beyond the company's reasonable control.

Circumstances that are beyond FESTINA's reasonable control include (the following list is not exhaustive):

- a. Strike, lockout or other industrial action.
- b. Civil commotion, revolt, invasion, terrorist threat or attack, war (declared or not) or threat of or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or any other natural disaster.
- d. Inability to use trains, boats, airplanes, motorised or other means of transport, public or private.
- e. Inability to use public or private telecommunication systems.
- f. Acts, decrees, legislation, regulations or restrictions from any government or public authority.
- g. Any security intrusion (virus, computer attack, etc.) that compromises the service or security for users.
- h. Technical and operational reasons that make it necessary to suspend or temporarily cancel the service.



In case of any of the causes that give rise to a situation of Force Majeure, there will be an extension period within the term for fulfilling the obligations of duration equal to the duration of the Force Majeure event.

No waiver or limitation shall be made in relation to the rights and actions that protect FESTINA that is not required in writing to comply with the obligations assumed by the user under an agreement or within these Conditions, at the same time the user is not exempt from complying with such obligations. The same as that any waiver by this party of a particular right or action does not entail waiver of any of the rights or actions arising from an agreement or from these Conditions, unless such waiver is formalised unequivocally and in writing to the user through the channel established for such purpose in the Communications section.

The connection to the website is made at the user's responsibility. FESTINA declines all responsibility related to the connection to the internet and the telecommunications network in general. The user is solely responsible for protecting his or her devices and the applications and data installed or stored on it and must take the necessary measures to defend and protect it.

FESTINA's computer systems will store the computer records of the orders, electronic communications inherent to them, and billing, constituting proof of their reality, and content, pursuant to Law 34/2002, 11 July, Information Society and Electronic Commerce Services, and other applicable regulations.

FESTINA is not responsible for the content or any damage or loss derived from third parties' links that may appear on its website and that are provided solely for informational or operational purposes.

SIXTEEN - VALIDITY AND INTEGRITY

If any of these conditions are declared null and void or declared invalid by a competent authority, the remaining terms and conditions shall remain in force.

The Conditions set forth as well as the documents to which reference is made conform the terms and conditions between the user and FESTINA and replace any specific agreement, tacit or express, verbal or written.

SEVENTEEN - LAW AND JURISDICTION

The use of the website and the interpretation, application and execution of purchase contracts that are made through it are governed by Spanish law.

Disputes arising from the use of the website or the interpretation, application and execution of the contracts will be subject to the jurisdiction of the Courts and Tribunals determined by current Spanish law.

EIGHTEEN - CONTACT

A customer service email address is provided for all users. **E-mail:** support@kronaby.com

In the event of any request for information, suggestion, complaint or claim, customer service will provide assistance as quickly as possible

