

# Terms & Conditions

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## General terms & conditions

With every use of [www.spin-r.nl](http://www.spin-r.nl), these general terms and conditions apply. By placing an order at the shop, you agree with these general terms and conditions. These terms and conditions shall be sent to the customer at no charge upon first request.

A-WATCH is a registered company.

### 1. Definitions

1.1. In these general terms and conditions of sale and delivery the following terms are defined as:

- a. Customer: the natural person who acts as buyer of goods or services, but is not acting in the course of a profession or a business;
- b. Distant communication technology: a means to reach agreements at a distance without simultaneous personal presence of the parties;
- c. Service(s): all work that A-WATCH provides for or for the benefit of the customer, whether in conjunction with delivery of products or not;
- d. Direct Sale: sale of products and/or services in a store;
- e. Defect(s): every deviation of a product of service from the specification and each incorrect functioning of a product of incorrectly executed service;
- f. Delivery time: the time frame determined in the agreement within which the product must be delivered or the service must be executed;
- g. Order: each order of products and/or services by a customer, via any form of communication, as well as each purchase of products and/or services via direct sale, is considered to be an order subject to the applicability of the terms and conditions;
- h. Agreement: each agreement that is reached between A-WATCH and customer, each amendment or attachment to the agreement, and all (legal) actions required for the preparation and/or execution of the agreement;
- i. Product(s): item(s) which the customer undertakes to purchase from A-WATCH;
- j. Specification: the description(s) drawn up and/or expressly approved by A-WATCH of the products and services supplied by A-WATCH and listed in the order or agreement. In default of such a specification, the description of what has been expressly agreed upon by the parties or the situation that is most common in the industry as a whole;

k. Distant Sale: a system organized by A-WATCH for sales or service provision at a distance, including telephone and Internet, in which up to and including the conclusion of an agreement one or more technique for distant communication has been utilized;

l. A-WATCH: the company A-WATCH located in Oosterhout, The Netherlands, registered in the Breda Chamber of Commerce under number 54717957, VAT:NL210099549B01, phone +31(0) 6 251 253 67, info@a-watch.com , as well as all legal successors under general or special title;

m. Terms and conditions: the latest version of these general terms and conditions of sale and delivery for customers. These terms and conditions shall be sent to the customer at no charge upon first request;

n. Reconsideration period: The legal term within which the customer may exercise his/her right of withdrawal.

## **2. Applicability and voidability**

2.1. These terms and conditions are applicable on each estimate, offer, agreement and/or sale of products that A-WATCH has declared these conditions to be applicable to, regardless of the communication means utilized, insofar that these terms and conditions have not been expressly contradicted by both parties and in writing.

2.2. The terms and conditions in question are also applicable to all agreements with the customer for which the execution is dependent upon third parties.

2.3. The “A-WATCH general terms and conditions of sale and delivery for businesses” are applicable to all (legal) actions between A-WATCH and parties acting in the course of a profession or a business.

2.4. If any term of these terms and conditions at any time becomes void or cancelled, in full or in part, then the remaining terms of these terms and conditions remain wholly applicable. A-WATCH and the customer will then discuss new terms to replace those voided or cancelled, taking into consideration the purpose and intent of the void and/or cancelled terms.

2.5. If these terms and conditions are at any time translated into another language, the English-language text will be considered leading in the event of a discrepancy.

## **3. Offer and acceptance**

3.1. An agreement can be made via distant sale or via direct sale.

3.2. Each estimate and offer is without obligation and should be considered as a whole, unless expressly stated to the contrary by A-WATCH. An estimate or offer expires if the product for which the estimate or offer was intended is no longer available.

3.3. A-WATCH accepts an order at the moment that it has been confirmed in writing.

3.4. If the customer's order deviates from the offer made in the estimate, then A-WATCH is not responsible for the agreement unless A-WATCH indicates to the contrary.

3.5. A-WATCH reserves the right to refuse orders without further notification. In the event of such a refusal, A-WATCH will inform the customer within seven (7) working days after the placement of the order.

3.6. If for any circumstance, including the nature, size or need for haste to fill the order, no order confirmation has been sent, the A-WATCH invoice should be considered confirmation of the order.

3.7. Each agreement can be cancelled by A-WATCH on the condition that the customer, in the exclusive opinion of A-WATCH, has insufficient credit to meet the terms of the agreement.

#### **4. Reconsideration period**

4.1. In the event of a distant sale, the offer is subject to a reconsideration period of seven (7) working days, starting on the day of receipt of the product(s) ordered by or on behalf of the customer.

4.2. During the reconsideration period, the customer has the right of withdrawal, in which he has the opportunity to return the product(s) received or to state his intention not to make use of the service(s) offered within ten (10) working days after delivery, without any obligation on his part other than the payment of the direct shipping costs. The product must be returned in the original packaging (including accessories and documentation) and in new condition. In the cases where service(s) are (also) offered, the right of withdrawal will be considered to be a reconsideration period, upon which all of the terms in these terms and conditions pertaining to the reconsideration period are considered to remain unimpaired.

4.3. If the products have been used, encumbered or in any way damaged, the right of termination in the meaning of this article is annulled. With consideration for the terms of the previous sentence, A-WATCH will confirm the termination of the purchase after receipt and inspection of the returned product(s) by return post and will ensure that the complete purchase amount will be returned to the customer within thirty (30) days after receipt of the complete return shipment.

4.4. Limitations and exclusions of the reconsideration period will be clearly listed by A-WATCH in accordance with the provisions of Article 7:46d of the Dutch Civil Code (BW).

4.5. The customer may only invoke the reconsideration period in the manner indicated by A-WATCH during the purchase and/or delivery of the product or service.

#### **5. Prices and Payment**

5.1. Unless otherwise specified, all prices are expressed in Euros including VAT and other government-required taxes. Contact us for non EU sale/deliver, for sales and delivery outside EU these same terms & conditions are applicable.

5.2. If the customer and A-WATCH agree to a price, A-WATCH retains the right to raise the price. If this price increase occurs within three (3) months following the date of agreement, the customer may terminate the agreement.

5.3. A-WATCH is not liable for wrong price listings or other factual errors in the offer and/or the estimate, on the A-WATCH website, in advertisements, in publications, in order confirmation, in invoices or in other documents if the customer may reasonably understand or could have understood that the error was the result of a mistake or clerical error.

5.4. In the event of a distant sale account, there are different options for payments;

- Payment by bank wire to our account:  
IBAN: NL39ABNA0522007783  
BIC: ABNANL2A  
Account holder: A-WATCH, Oosterhout, The Netherlands
- Payment via PayPal.

Payments must be received within 5 business days from the date of sale, delivery only after receipt of payment. It is up to A-WATCH to decide to deliver on account without given any reason to customer to refuse to deliver on account. If a customer is approved for buying on account all invoices should be paid within fourteen (14) days after the invoice date, without any right of discount, deduction or deferment, in the manner indicated by A-WATCH and in the currency on the invoice, unless otherwise stated in the agreement.

5.5. If the customer has not paid the invoice within nine (9) days after due date, the customer will be considered legally in default and from that moment the customer will be charged interest in accordance with the legal interest rate as indicated in Article 6:119 BW. The interest over the amount due will be calculated from the moment that the customer is in default until the moment of the payment of the full amount due.

5.6. If, after the end of the term listed in Article 5 paragraph 5, A-WATCH is required to take collection measures, then the customer is responsible for all costs. However, if A-WATCH assumes collection costs that are higher than reasonably necessary, then the customer is only responsible for the actual collection costs. Any legal or executive costs will also be charged to the customer. Legal costs include attorney at law and local counsel fees. The customer is also responsible for interest over the collection costs due.

5.7. In the event of bankruptcy or suspension of payments by the customer, or an application thereto, the amounts due to A-WATCH and the obligations of the customer towards A-WATCH are immediately due and payable.

5.8. In the event of a direct sale, the payment must be in cash, paid in full at the place of delivery of the product(s) to the customer.

## **6. Delivery**

6.1. In the event of a distant sale, the products available in stock will be shipped within two (2) working days after the receipt of payment and where payments must be received within 5 business days from the actual date of sale. A-WATCH will charge shipping charges for shipping the products ordered.

The products will be delivered to the permanent shipping address made known to A-WATCH, and will be released to the natural person present at that address. When products cannot be delivered from stock, A-WATCH will inform the customer in the written confirmation of his or her order and provide an indication of the expected delivery term.

6.2. A-WATCH's delivery requirement is considered to be fulfilled as soon as the products provided by A-WATCH have been offered to the customer one time, subject to proof of the contrary. In the event of home delivery, the report of the transporter regarding the refusal to accept or the absence of the customer serves as full proof of an offer to deliver, subject to proof of the contrary.

6.3. Products which have not been collected by the customer remain available to the customer and will be stored by A-WATCH at the cost and risk of the customer.

6.4. In the event of a direct sale, the delivery occurs by supplying the customer with the item after payment of the purchase price. Terms 6.2 and 6.3 are not applicable to direct sales.

## **7. Delivery period**

7.1. The delivery period will be given as an estimate and should never be considered as a strict deadline.

7.2. The delivery period commences after acceptance of the order by A-WATCH, after which A-WATCH will aim to deliver the order within ten (10) working days.

7.3. If A-WATCH is not able to comply with this delivery period due to circumstances beyond its control, A-WATCH will not be considered in default and is not liable for any damages to the customer.

7.4. In the event of a failure to meet the deadline for delivery which is not due to circumstances beyond A-WATCH's control, the customer may claim that A-WATCH is in default and claim compensation for damages, with regard for the following rules and limitations:

a. The compensation due by A-WATCH shall be determined as the amount of damages directly suffered by the customer due to the delayed delivery, insofar as this can be sufficiently demonstrated, and;

b. The total compensation owed by A-WATCH shall not exceed the price agreed upon in the order concerned.

## **8. Guarantees**

8.1. A-WATCH guarantees that the products delivered or to be delivered satisfy all customary requirements and norms that can be reasonably expected at the moment of delivery, and for which they are customarily used. All new delivered goods will have a 1 year warranty unless specified different.

8.2. The guarantee mentioned in paragraph 1 is valid for the period as mentioned in our A-WATCH warranty conditions. If the guarantee issued by A-WATCH applies to a product or products produced by a third party, then the guarantee is limited to the terms set by the producer of the product or products. Upon the expiration of the guarantee period, all costs for repair or replacement, including administration, delivery and call-out fees will be charged to the customer.

8.3. A-WATCH will provide the customer with a written proof of guarantee. In the absence of this proof, the proof of purchase for a direct sale and the invoice for a distant sale will function as proof of guarantee.

8.4. If the products delivered/to be delivered do not meet the terms as intended in paragraph 1, A-WATCH will replace or repair the product within a reasonable time frame after receipt of the item, or if return of the item is not reasonably practicable, after written notification of the defect by the customer. In the event of replacement, the customer commits to return the product to be replaced to A-WATCH and to transfer ownership of that product to A-WATCH.

8.5. Each form of guarantee becomes null and void if the defect is the result of improper or injudicious use of the product or, if applicable and without the written permission of A-WATCH, incorrect maintenance by the customer or when the customer or third parties (attempt to) make changes to the product or attach other items that should not be attached, or if the products have been processed or manipulated in a manner other than specified.

8.6. If the products delivered by A-WATCH are defective, the liability of A-WATCH towards the customer is limited to the terms of this article.

8.7. Without prejudice to the aforementioned, A-WATCH is not liable for damages resulting from intention and/or negligence and/or imputable acts or omissions or improper use by the customer.

8.8. These guarantee conditions do not affect the legal rights of the customer.

## **9. Claims**

9.1. The customer must inspect the products delivered for any potential defects immediately after receipt, and if any are found, to report these to A-WATCH in writing as quickly as possible, not later than 24 hours after the delivery of the products, upon forfeiture of rights.

9.2. Not-visible defects must be reported in writing to A-WATCH by the customer within a reasonable time frame, not more than two (2) weeks after the discovery of the defect, upon forfeiture of rights.

9.3. Claims regarding the invoice amount should be made known to A-WATCH in writing within fourteen (14) days of the date of the invoice concerned.

9.4. The burden of proof of a timely submission as well as the accuracy of the claim is the responsibility of the customer. The customer is required to provide all assistance to A-WATCH in determining the nature of the defect(s).

9.5. Insignificant and/or industry-customary deviations in quality, colour, size, etc. may not serve as grounds for a claim.

9.6. If a complaint regarding the abovementioned terms is found to be justified, then A-WATCH must replace the products without extra costs. The customer may claim no rights to supplementary compensation.

9.7. If the customer has not submitted a claim within the time frame mentioned in the paragraphs above, or if the customer remains in possession of the product delivered, he is considered to have accepted the delivery and is therefore liable for the purchase price, without prejudice to the rights and authorities granted to him by law and/or in this agreement.

9.8. If the customer is entitled to return a product to A-WATCH in accordance with this article, A-WATCH will ensure that the amount paid by the customer will be deposited into the bank account of the customer within thirty (30) days of receipt of the returned product. The customer must contact the A-WATCH customer service department at [info@a-watch.com](mailto:info@a-watch.com) in order for A-WATCH to deposit the amount paid.

## **10. Retention of title**

10.1. All products delivered by A-WATCH in the context of the agreement remain the property of A-WATCH, and/or in some cases a third party, until the customer has fulfilled all obligations pertaining to the agreement with A-WATCH.

## **11. Transfer of risk**

11.1. The risk of loss, damage or depreciation is transferred to the customer at the moment of delivery, as should occur on grounds of these terms and conditions.

## **12. Termination**

12.1. A-WATCH is authorized to terminate or suspend the fulfillment of the agreement if:

- a. the customer does not or does not fully or timely comply with the obligations listed in the agreement;
- b. after making the agreement, A-WATCH learns of circumstances which provide grounds to suspect that the customer will not comply with the obligations. In the event that good grounds exist to suspect that the customer will not or will not fully comply with the agreement, termination is only permissible insofar as it is justified by the shortcoming;
- c. the customer has been judged legally incompetent by a court or has been deprived of his freedom;
- d. the data provided to A-WATCH by the customer do not correspond to the actual situation.

12.2. If the agreement is terminated, then the amounts owed to A-WATCH by the customer are immediately due and payable. If A-WATCH suspends fulfillment of the agreement, it retains all rights permitted by law and the agreement.

12.3. A-WATCH retains the right to claim compensation.

### **13. Force majeure**

13.1. The parties are not obliged to comply with any obligation if they are hindered by circumstances that do not result from fault, or by law, legal action, or generally accepted practice. If a shortcoming in compliance with the contractual obligation is the result of force majeure on the side of one of the parties, the other party is allowed to terminate the agreement. The party claiming force majeure is on the grounds of Article 6:78 BW only liable for the damages of the other if and insofar they, due to the shortcoming, enjoy an advantage that they would not have in the event of proper compliance, to the amount of this value.

13.2. Force majeure is considered to be, in addition to that which in law and jurisprudence is considered to be, all external causes, foreseen or unforeseen, on which A-WATCH cannot exercise influence, but through which A-WATCH is not able to fulfill its obligations. This includes, but is not limited to, strikes in the A-WATCH company, as well as suppliers who do not comply with their obligations to A-WATCH.

13.3. A-WATCH retains the right to claim force majeure, if the circumstances that hinder further compliance initiate after A-WATCH should have complied with its obligations.

13.4. The parties may suspend the agreement for as long as the force majeure continues. If this period lasts longer than two (2) months, each of the parties may terminate the agreement, without being liable to compensation to the other party.

13.5. If A-WATCH has partially complied with or can still comply with its obligations as per the agreement at the time of the force majeure, and if an independent value can be attributed to the part provided or to be provided, A-WATCH is entitled to invoice the part provided or to be provided separately. The customer is required to pay this invoice as if it were a separate agreement.

### **14. Intellectual property**

14.1. Unless otherwise specified in writing, the entire copyrights and all other rights of intellectual and industrial property relating to products and/or services provided by A-WATCH, including brand rights, model rights, patent rights, sui generis, database rights, etc. are exclusive (legally, intellectually and industrially) property of A-WATCH and/or its suppliers.

14.2. The parties are required to take sufficient measures to guarantee confidentiality with regard to each other's confidential data with which they become acquainted in the course of executing the agreement.

### **15. Protecting customer data**

15.1. A-WATCH collects, uses and transports personal data related to the customer in compliance with applicable national and European legislation and regulations.

15.2. A-WATCH respects the privacy of the customer and is the only owner of information gathered via the A-WATCH website, unless otherwise specified. Information provided by the customer will not be sold, shared or rented to third parties in any other manner than that stated in the website's privacy declaration.

15.3. A-WATCH is entitled to publish information about a visitor if there is reason to assume that publication of the information is necessary to identify, contact or open a court case against a person who, whether intentional or not, injures or damages the rights and properties of A-WATCH, other users of the website or others who may sustain damages. A-WATCH is entitled to provide information about users if it is in good faith that the law requires it.

## **16. Applicable law and disputes**

16.1. Dutch law is applicable to all legal relations between A-WATCH and the customer, even if the relations are in whole or in part to be executed abroad, or if the customer resides abroad. The applicability of the Vienna Convention is expressly excluded.

16.2. In the event of a dispute between the parties, the exclusive authorized court to hear the dispute is the district court of Amsterdam, unless the customer chooses a legally authorized judge within a month after A-WATCH informs the customer in writing of the dispute. Nonetheless, A-WATCH remains authorized to serve a summons to appear before the judge authorized by treaty or by law.

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