

General terms and conditions of sale

Van Bricht

Version 2

Van Bricht is delighted that you are interested in purchasing a Van Bricht watch. Van Bricht designs, manufactures and sells watches under the Van Bricht® brand. Please read our general terms and conditions of sales carefully before ordering any watch from our collection.

1. General

1.1 These general terms and conditions of sale apply to the manufacturing and sale of any Van Bricht watches for personal use and professional use (to the exclusion however of professional use consisting in resale, redistribution or commercial putting at disposal of the watches) to be delivered in :

- a) the countries of the European Economic Area ('EEA'),
- b) Switzerland,
- c) USA
- d) Canada, and
- e) the rest of the world subject to Van Bricht's specific and explicit written consent, agreement on the specific modalities and provided that there is a possibility for Van Bricht to deliver through a secured international delivery company that is allowed by our delivery service and covered by our insurance policy.

An additional charge for delivery for certain countries of the world may apply, which shall in such case be borne by you. Van Bricht will inform you beforehand in such case.

The manufacturing and sale is made by:

Bernies SCR operating for this matter under the trading name Van Bricht
1, rue du Cimetière
5560 Hulsonniaux (Houyet)
Company registration number: 0683.609.181
VAT number: BE0683609181
Belgium
Tel: 0032475 459697 and 0472 775343
E-mail: info@vanbricht.com

(hereinafter, "Van Bricht", "we", "us", "our").

1.2 By placing an order of any of our watches, (i) you agree to be bound by these general terms and conditions as set out below and (ii) you confirm that you are legally capable of entering into binding contracts and that you are at least eighteen (18) years old. You shall at first request of Van Bricht provide reliable proof that you have the legally required age of eighteen (18) years in accordance with our privacy policy. Unless otherwise agreed in writing between Van Bricht and

you, any general or special conditions from you are not enforceable with respect to Van Bricht. Should you not agree with these terms and conditions, you should not place an order.

- 1.3 If you are acting as a Consumer, nothing in these general terms and conditions or the contract between Van Bricht and you may affect your legal rights as a Consumer.

“Consumer” in these general terms and conditions means a natural person who is acting for purposes which are outside his trade, business, craft or profession.

- 1.4 These general terms and conditions may be adapted by Van Bricht. The general terms and conditions as communicated at the date of the invoice for the advance payment shall apply to the purchased watch that is covered by such advance payment, except if the changes are imposed by mandatory law.

- 1.5 You may not use the watch for any commercial, trade or re-sale purpose. If you do so, you do this at your own risks and Van Bricht has no warranty obligations, nor any liability whatsoever, e.g., for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort, including negligence, breach of contract or otherwise, even if foreseeable.

Any purchase of Van Bricht watches for professional use consisting in resale or redistribution of the watches or commercial putting at disposal of the watches, requires the conclusion of a separate and specific written agreement with Van Bricht.

2. Order process

- 2.1 If you want to order a Van Bricht watch you shall inform Van Bricht of your intention by filling out the contact form available on www.vanbricht.com.

If you are located in the EEA, Van Bricht will organise a physical meeting with you (at Van Bricht’s or your premises, as agreed) to show and explain to you the models of the watches and to further inform you on the possibilities to tailor and personalise the watches. If you are not located in the EEA Van Bricht may organise an exchange using distant means of communication to inform you further on the models of the watches and to further inform you on the possibilities to tailor and personalise the watches

After this physical meeting or exchange you will be requested to confirm by e-mail to info@vanbricht.com your interest with indication of whether you are interested in ordering a standard numbered watch or a tailor-made and personalised watch. Once you have confirmed your interest, Van Bricht will provide you with the appropriate order form to order your watch.

- 2.2 The further order process differs whether you have chosen to purchase a standard numbered watch or a tailor-made and personalised watch.

2.2.1 Orders for Standard watches

If you wish to order a Van Bricht standard numbered watch, you must duly fill out and sign the order form made available by Van Bricht at your request and return it by e-mail to info@vanbricht.com.

Your order for a watch shall be regarded as an offer to purchase a Van Bricht watch. Your placing of an order does not mean that your order has been accepted by Van Bricht.

Your order is subject to the written order confirmation from Van Bricht. As soon as the order is confirmed your order becomes a binding purchase order for yourself and for Van Bricht.

The contract between Van Bricht and you only covers the watch specified in the written order confirmation.

Together with the written order confirmation, Van Bricht shall send you an invoice for the advance payment.

2.2.2 Orders for tailor-made and personalised watches

If you wish to order a Van Bricht tailor-made and personalised watch, you must indicate the desired specifications for the watch in the order form made available by Van Bricht at your request.

Van Bricht shall then assess the feasibility of your desired specifications and if feasible, shall provide you with the specifications description and the price of the watch. In case you request that specific materials are used, the price of which is fluctuating depending on the market conditions (e.g. use of gold, diamonds), Van Bricht will provide you a specifications description with the price of the watch.

After receiving the specifications description with the price information from Van Bricht, if you wish to continue purchasing the personalised watch, you should then duly sign the specifications description, and return them it by e-mail to info@vanbricht.com.

As soon as the receipt of the specifications description signed by you is confirmed by Van Bricht, you and Van Bricht shall be considered bound by a binding purchase order for a tailor-made and personalised watch with the indicated specifications. The contract between Van Bricht and you only covers the watch specified in the specifications description signed by you. The specification description forms integral part of your order.

Together with the written confirmation, Van Bricht shall send you an invoice for the advance payment.

3 Price and payment

3.1 The price of the standard numbered watch is the price mentioned in the written order confirmation.

The price of the tailor-made and personalised watch is the price mentioned in the specification description signed by you.

3.2 Unless otherwise agreed, the price of the watch is given in Euros. The information in relation to the applicable VAT is specified in the written confirmation of the order and the invoices. When the delivery is made outside Belgium, all taxes due in the country of delivery, such as the customs duties taxes and applicable VAT will be borne directly by you upon delivery. In case Van

Bricht is requested to pay those taxes for you, it is entitled to invoice to you those taxes as well as any related administrative or additional costs.

Any change, due to mandatory legal provisions, in the applicable taxes or the rate of the VAT between the written confirmation and the delivery is borne by you.

- 3.3 Unless otherwise agreed, the price of the watch includes shipping costs to the delivery address you have indicated to us in the order form. Any subsequent change in the delivery address may result in additional shipping costs that will be invoiced to you.
- 3.4 In case of a manifest error in the price mentioned in the written order confirmation that you could have reasonably recognised as a mispricing taking into account the normal value of Van Bricht watch, the price may be adapted by Van Bricht upon notification. You may cancel the order, provided that you inform Van Bricht of your cancellation within five (5) business days of Van Bricht notifying you the adapted price.
- 3.5 Unless otherwise agreed, payment of the watch shall be made in several instalments as follows:
- 50% of the total amount of the order as advance payment to be paid by you within ten (10) business days from the reception of the invoice on the bank account specified in this invoice ;
 - 50% of the total amount of the order to be paid at the latest twenty (20) business days before the estimated delivery date, as communicated by Van Bricht in the written order confirmation.

The instalment schedule may be adapted in case of an order of a tailor made and personalised watch. In such case the instalment schedule shall be provided together with the specifications description.

- 3.6 All payments to Van Bricht must be made by wire transfer in Euro to the bank account as indicated in the invoice. All costs in relation to the bank wire transfer as well as the currency exchange risks, if any, are borne by you.
- 3.7 Van Bricht will start the manufacture of the watch only when the payment of the advance payment has been made by you. In case you fail to pay the advance payment within the indicated deadline, Van Bricht shall be under no obligation to start manufacturing the watch. If the payment has still not been received within twenty (20) days after the deadline, Van Bricht shall be entitled to immediately terminate, without any court intervention or compensation due, the contract by written notification (including e-mails).
- 3.8 Van Bricht may suspend its obligations and therefore postpone the delivery of the watch until full payment is received in accordance with article 3.5 of these general terms and conditions. Should Van Bricht not receive full payment within the payment deadline, Van Bricht shall request you to pay the remaining amount due within ten (10) business days. If payment is still not received after this additional term, Van Bricht is entitled to terminate the Contract, without court intervention and formal notice, and to keep the watch and the advance payment as compensation of its damage, without prejudice for Van Bricht to claim additional compensation for all works and costs incurred for the manufacturing of the watch.
- 3.9 In case of suspected fraud or suspicious money laundering activity from your part, Van Bricht may decline or cancel an order if complying with such order would, in Van Bricht's opinion, be

contrary to applicable anti-money laundering legislation. Under anti-money laundering legislation, you may need to provide formal evidence of your identity to relevant authorities. Van Bricht will not be liable for any consequences of you acting contrary to the anti-money laundering legislation.

4 Delivery

- 4.1 By placing the order, you are aware that the manufacture of the watch is generally handcrafted and hand-decorated in our workplace based in Belgium. In addition, in case you have indicated specifications in the order form, the watch is considered as tailor-made and personalised.

As a consequence, the conception, manufacture and delivery of the watch will take at least eight (8) months for standard numbered watch and at least eighteen 18 months for a tailor-made and personalised watch, starting from the advance payment made by you. The delivery date mentioned in the order confirmation is an estimated delivery time which is dependent on the availability of the materials, the manual and precise execution of the parts used in the conception and manufacture of the watch ordered.

- 4.2 If Van Bricht cannot provide you the standard numbered watch within the estimated delivery date specified in the written order confirmation, Van Bricht will contact you to indicate a new date for delivery. If you have indicated in your order form that the delivery within a certain date is an essential element of your order, you may cancel your order in case the extension of the delivery term indicated by Van Bricht exceeds the date you mentioned in the order form.

If Van Bricht cannot provide you the tailor-made and personalised watch within the estimated delivery date specified in the written confirmation, Van Bricht will contact you to indicate a new date for delivery. If you have indicated in your order form that the delivery within a certain date is an essential element of your order, you may cancel your order in case the extension of the delivery term indicated by Van Bricht exceeds the date you mentioned in the order form. In that case, you shall pay Van Bricht for all works and costs incurred for the manufacturing of the watch until the date of cancellation.

- 4.3 Van Bricht may withhold its delivery obligation if payment has not been received in accordance with article 3.5.

- 4.4 All our deliveries are made by a secured international delivery company at the choice of Van Bricht. The transportation costs are included in the price for the watch. You may request to have the watch delivered by a delivery company of your choice. In that case however, the costs of delivery are for you.

Delivery by the delivery company appointed by Van Bricht will require your signature or the signature of the third-party beneficiary (over the age of eighteen (18)) designated by you. If not present, a missed delivery notice will be left for you and you may wait for a subsequent delivery to be made the next working day or contact the shipping company directly to schedule delivery at a later date. At first request from Van Bricht or the delivery company, you shall provide Van Bricht or the delivery company with all necessary information required to perform any customs formalities. Van Bricht shall not be liable for any failure to deliver the watch due to you not providing any requested information or you not paying any local applicable taxes. In case Van Bricht is requested to pay those taxes for you, it is entitled to invoice to you those taxes, any related administrative or additional costs as well as any return shipping costs.

- 4.5 Each package for the standard numbered watch or for the tailor-made and personalised watch delivered by Van Bricht contains the watch ordered, the user manual for the watch, the contractual warranty certificate and the certificate of authenticity with the serial number.
- 4.6 Van Bricht has subscribed to an insurance policy with a renowned insurance company to insure the watch during transportation until the moment of delivery.

5 Right of withdrawal

- 5.1 To the extent you are a Consumer located in the EEA please note that the purchase contract concluded with Van Bricht in compliance with these general terms and conditions does not qualify as a distance or off-premises contract in the sense of the EU Directive 2011/83/EU of 25 October 2011 on consumer rights and that thus **the right of withdrawal does not apply** .

6 Certificate of warranty and certificate of authenticity

Van Bricht will deliver you the certificate of warranty and the certificate of authenticity corresponding to your watch together with the standard numbered or tailor-made and personalised watch.

7 Legal warranty

- 7.1 If you are a Consumer located within the EEA, you benefit from the legal warranty with respect to the conformity of the watch with this contract. Van Bricht in its capacity of seller of the watch has the legal obligation to deliver you the watch in conformity with this contract (article 1604 of the Belgian Civil Code).
- 7.2 This legal warranty applies for any lack of conformity of your watch. To be in conformity with the contract, the watch must:
- correspond to the description given by Van Bricht and have the quality of the product that Van Bricht presented to you in the specification or in the form of a sample or model (note that the serial number of the ordered watch will be different from the serial number of the prototype presented to you, unless you buy the prototype shown);
 - be suitable for any special use sought by you that you brought to Van Bricht's attention at the time the contract was concluded and that Van Bricht accepted;
 - be fit for the purpose for which products of the same type are normally used;
 - present the usual quality and services of a good of the same type, which you can reasonably expect, having regard to the nature of the product and, where applicable, taking into account public statements made on the concrete characteristics of the product by Van Bricht (except, in cases described in article 1649ter, §2 of the Belgian Civil Code), in particular in advertising or labelling.
- 7.3 The legal warranty implies that Van Bricht shall be liable to you for any lack of conformity existing at the time of delivery of the watch and which appears within two (2) years of delivery (article 1649quater, §1 of the Belgian Civil Code).
- 7.4 The action resulting from the lack of conformity shall be time-barred within one (1) year from the day on which the lack of conformity was discovered, without this period expiring before the

end of the two-year period provided for in article 1649*quater*, §1 of the Belgian Civil Code (article 1649*quater*, §3 of the Belgian Civil Code).

- 7.5 In accordance with article 1649*quater*, §2 of the Belgian Civil Code, you agree that the legal warranty only applies provided you have informed Van Bricht of the existence of a lack of conformity within two (2) months of the day on which you discover the non-conformity.
- 7.6 Any request for the use of the legal warranty must be accompanied by the certificate of authenticity as well as the invoice and the proof of payment.
- 7.7 You may ask Van Bricht to repair or replace the watch, unless this is impossible or out of proportion. If the repair or replacement are impossible, out of proportion or cannot be performed within a reasonable time, you may ask Van Bricht to refund your purchase or offer a price reduction. If you are refunded for the watch under the above legal warranty, Van Bricht will refund you the amount invoiced for the returned watch, including shipping costs, within fourteen (14) days of receipt of the concerned watch.
- 7.8 The costs of shipping back to Van Bricht and returning the watch to you are upon Van Bricht as long as the repair falls within the warranty period.
- 7.9 This warranty gives you specific legal rights and, if you are acting as a Consumer, you may also have other or additional rights in your country in accordance with Consumer protection laws applicable there.

8 Contractual warranty and maintenance

- 8.1 If you are a Consumer located within the EEA, your Van Bricht watch is, in addition to the legal warranty, warranted by Van Bricht for an additional period of three (3) years starting at the end date of the legal warranty under the terms and conditions of this article, to the extent the watch is a watch of the model "Old Mind". In other cases no additional contractual warranty applies.

If you are not a Consumer located within the EEA, you are granted the contractual warranty for a period of five (5) years from the delivery date under the terms and conditions of this article, to the extent the watch is a watch of the model "Old Mind". In other cases the contractual warranty is limited for two (2) years.

- 8.2 The warranty under article 8.1 covers defect causing the watch not to provide the exact hour or not to be water proof as mentioned in article 8.3 existing at the time of delivery of the purchased Van Bricht watch.
- 8.3 Unless otherwise specified by Van Bricht, the Van Bricht watch is water resistant to a maximum of 3 ATM meaning that it is suitable for normal daily use and is resistant to water splashing but the watch is not water resistant while bathing or swimming. The watch will not remain water resistant if you expose it to chlorine or any chemicals that may damage the watch, sea water, heavy rain or if the case, crown and crystal of the watch are not intact.
- 8.4 The contractual warranty only comes into force if the certificate of warranty is dated, fully and correctly completed and stamped by Van Bricht.

During the contractual warranty period and by presenting the valid certificate of warranty, the defects will be repaired free of charge. The costs of shipping back to Van Bricht and returning the watch to you are upon Van Bricht as long as the repair falls within the warranty period.

In the event the repairs are, at the sole discretion of Van Bricht, improper to restore the normal conditions of use of the Van Bricht watch or out of proportion, Van Bricht may decide to replace the watch by a Van Bricht watch with identical or similar characteristics.

- 8.5 Van Bricht's obligation is limited to repair or replacement as stated in this warranty. The warranty does not cover:
- normal wear and tear and aging, such as alteration of the colour and/or material of non-metallic straps and chains (e.g., leather, textile), scratched crystal ;
 - any damage on any part of the watch which results from abnormal use, lack of care, negligence, accidents (knocks, crushing, broken crystal, etc.), incorrect use of the watch and non-observance of the user manual provided by Van Bricht;
 - the Van Bricht watch handled by non-authorized persons, such as for replacement, services or repairs, or which has been altered in its original condition beyond Van Bricht's control;
 - theft;
 - the indirect or consequential damages for any kind, resulting for example from the use, the non-functioning, the defects or the lack of precision of the Van Bricht watch;

Only the experts appointed by Van Bricht shall examine the watch to determine whether the defects are covered by this warranty.

- 8.6 The contractual warranty shall only apply if :
- you have notified in written to Van Bricht the defect within fifteen (15) business days after discovery of such defect..
- 8.7 Any request for the use of the contractual warranty must be accompanied by the certificate of warranty, the certificate of authenticity as well as the invoice and the proof of payment.
- 8.8 Van Bricht highly recommends that you present your Van Bricht watch to Van Bricht for maintenance every four (4) years at our workplace in Belgium. If the first maintenance falls within the contractual warranty period, this maintenance will be free of charge. The watch shall be collected and shipped to Van Bricht's workplace in Belgium by an international delivery company appointed by Van Bricht. The costs of shipping back to Van Bricht and returning the watch to you are upon Van Bricht as long as the four yearly maintenance falls within the warranty period..

The costs of repair or maintenance of the watch and of its shipping to Van Bricht's workplace in Belgium after the expiry of the warranty are upon you. Van Bricht may organise for you the shipping of the watch at your risks and costs. Prior to sending back the Van Bricht watch for repair or maintenance, you shall inform Van Bricht per mail (info@Vanbricht.com) of your request to repair or maintain the watch. Upon receipt of such request, Van Bricht shall provide you as soon as possible with an indication of the timeframe within which the Van Bricht watch can be repaired or maintained, by which date the Van Bricht watch should at the latest be received at the Van Bricht workplace in Belgium and what the price will be of the requested repair or maintenance. Repair or maintenance is confirmed if Van Bricht receives your written confirmation for the repair or maintenance within the indicated timeframe and at the indicated price within five (5) business days of receipt of Van Bricht's price quote of the repair or maintenance.

9 Liability

- 9.1 Party's liability for damages caused to the other Party which can be compensated under this contract is limited solely to the compensation of foreseeable, direct and material damages suffered by such Party as a result of a contract breach. In no event will this compensation exceed the amount corresponding to the total amount of purchase price of the watch that caused damages.
- 9.2 In no event will a Party be liable for any special, indirect, punitive, incidental or consequential damages, including but not limited to damages resulting from loss of profits or loss of business, arising out of or in connection with this contract.
- 9.3 In respect of the transportation of the watch for delivery, Van Bricht shall only be liable for any damage up to the amount paid out by the insurer referred to in article 4.6.
- 9.4 None of the liability limitations mentioned above shall apply in case of wilful misconduct, fraud or any other cases of applicable mandatory liability (such as the liability under the EU product liability provisions, if applicable).
- 9.5 Despite the utmost care being taken to ensure the accuracy of the information and descriptions of the watches made available online and in our catalogue, Van Bricht cannot be held liable for any non-substantive errors which may occur. Similarly, photographs available on our website or catalogue are only an indication and are not legally binding.

10 Force majeure

Neither party shall be liable for any failure or delay in performing the obligations under this contract where such failure or delay results from any cause that is not foreseeable, beyond the reasonable control of that party, not due to a fault of that party and which cannot be reasonably avoided or overcome.

Such causes include, but are not limited to: fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other similar event, strikes, labour disputes, embargoes, power failures, unavailability of means of transportation, loss or destruction in whole or in part of essential equipment or premises, failure of the suppliers or subcontractors of Van Bricht to provide necessary materials or machinery or services, acts of third parties that are not under control of Van Bricht (e.g., theft), any accident or personal injury of the handcrafters of Van Bricht. The party concerned by the force majeure shall give prompt written notice with details of the cause of force majeure.

11 Risks and transfer of ownership - retention of title

- 11.1 Van Bricht retains ownership of the watch ordered until full payment of the purchase price of the watch has been received by Van Bricht. If full payment has not been received, Van Bricht may, without any formal notice period, claim back the watch should it be delivered to you.
- 11.2 Risks of the watch pass to you upon delivery of the watch. Risks in the sense of this provision means the responsibility for damage caused by use, handling or storage of the watch. The risks related to the return of the watch, for whatever reason, are at your charge.

12 Intellectual property

- 12.1 Van Bricht owns all intellectual or industrial property (e.g., trademark rights, patent rights, design rights) to the name Van Bricht, the watches as well as to all information, documentation, data, logos, brands, designs, drawings, texts, videos, files, images and other content published on our website, in our catalogue or on our watches and accompanying documentation. You commit not to counterfeit Van Bricht watches.
- 12.2 The content of the website or catalogue may only be downloaded, displayed and/or printed for personal use as watch owner. The content of the website, catalogue or manual may not be used for commercial use.
- 12.3 You hereby explicitly consent to Van Bricht displaying on its website, catalogue or other documentation or communication the pictures of your personalised and tailor-made Van Bricht watch unless indicated otherwise by you in writing.
- 12.4 If specifically requested, Van Bricht may, in a separate written agreement, agree not to design, manufacture and sell a fully identical watch than your tailor-made and personalised Van Bricht watch. In such case you will in turn, agree not to design, manufacture and sell, by yourself or through a third party, an identical or similar watch than your tailor-made and personalised Van Bricht watch.
- 12.5 You shall not without explicit prior and written consent of Van Bricht:
- a) create hyperlinks to the pages of the Van Bricht website;
 - b) use any element constituting the Van Bricht website (presented articles, descriptions, data, graphics, images, text, functionalities, ...) for sales purposes or any other direct or indirect use.

13 Privacy

Van Bricht is committed to protecting the privacy of its customers. In this respect Van Bricht shall apply the privacy policy as described in appendix 1.

By accepting the general terms and conditions, you accept that Van Bricht processes the personal data mentioned in appendix 1 for the purposes and under the terms set forth in appendix 1.

14 Miscellaneous

- 14.1 No Party shall not assign or transfer any of its rights or obligations under this contract, either in whole or in part, to any third party without the prior written consent of the other. Any such assignment or transfer without the prior written consent of the other Party shall be deemed null and void. However, Van Bricht shall be entitled, upon giving you formal written notice thereof, to assign or transfer this contract, in whole or in part, to any affiliated company or to any other company provided that such transfer or assignment to such other company does not adversely affect your rights.
- 14.2 Whenever possible, the provisions of this contract shall be interpreted so as to be valid and enforceable under the governing law. However, if one or more provisions of this contract is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision

and of this contract shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this case the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provisions.

- 14.3 Any failure or delay by a party in exercising any right under this contract, the exercise or partial exercise of any right under this contract, or any reaction or absence of reaction by a party in the event of breach by the other party of one or more provisions of this contract, shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under this contract or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.

15 Governing law and jurisdiction

- 15.1 This contract, its conclusion, its interpretation and its pre- and post-contractual effect shall be interpreted and governed exclusively in accordance with Belgian law, excluding the 1980 UN Vienna Convention on the International Sale of Goods as well as the conflict of law provisions. In case you are acting as a Consumer with domicile in the European Union, this contract does not affect any other mandatory legal right that you may have in accordance with your country's consumer protection laws.
- 15.2 Any claim or dispute arising from or out of this contract shall be exclusively submitted to the Belgian courts. In case you are acting as a Consumer, you may bring proceedings against Van Bricht either in Belgium or in the courts of the place where you are domiciled.

In addition, if you are a Consumer domiciled in the EEA, you may submit the dispute for online resolution to the European Commission Online Dispute Resolution platform available [here](#).