



## **Terms and Conditions Hulsman Timepieces - English**

**Version 2020-10-07**

The private company Hulsman Timepieces BV is registered with the Chamber of Commerce under number 32137149 and is located at Siemensstraat 23, 1221 CP in Hilversum.

### **Article 1 – Terms**

1. In these general terms and conditions the following terms are used in the following sense, unless explicitly stated otherwise.
2. Private: The natural person who does not act in the exercise of a profession or business.
3. Business: The natural or legal person who acts in the exercise of a profession or business.
4. Client: the private individual or the company that enters into an agreement with the Service Provider.
5. Service provider: Hulsman Timepieces BV that offers services to the client, hereinafter: Hulsman Timepieces.
6. Offer: Any written offer to the Client for the provision of Services by Hulsman Timepieces.
7. Services: the services that Hulsman Timepieces offers are activities to make a bespoke timepiece watch (Movement).
8. Assignment: the execution of the agreement by Hulsman Timepieces with regards to the services requested by the Client.
9. Agreement: the agreement for services that the Client has ordered.
10. The website used by Hulsman Timepieces BV is <https://hulsman-timepieces.com/>.

### **Article 2 – Applicability**

1. These terms and conditions apply to every offer from Hulsman Timepieces, every agreement between Hulsman Timepieces and the Client and to any service offered by Hulsman Timepieces.
2. Before a (remote) agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, Hulsman Timepieces will indicate to the Client the manner in which the Client can review the general terms and conditions, which are published on the Hulsman Timepieces website at all times in the latest version, so that the Client can simply copy these terms and conditions onto a data carrier.
3. The possible applicability of the Client's general terms and conditions is hereby explicitly rejected.
4. Deviation from these general terms and conditions is generally not an option. In exceptional cases, the terms and conditions may be waived if this is agreed upon explicitly, and in writing, with Hulsman Timepieces. The terms and conditions of the Client are explicitly never applicable.
5. These general terms and conditions also apply to any additional, amended and follow-up orders from Client to Hulsman Timepieces.
6. If one or more provisions of these general terms and conditions are or become partially or completely invalid or cancelled, the remaining provisions of these general terms and conditions will remain in force, and the void / voided provision(s) are replaced by a provision with similar meaning and purpose as the original provision(s).

7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be perceived and assessed in line with the spirit of these terms and conditions.

8. The applicability of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is explicitly excluded.

### **Article 3 - The Offer**

1. All offers made by Hulsman Timepieces are without obligations, unless explicitly stated otherwise (in writing). When the offer is limited or valid only under specific conditions, this will be explicitly stated in the offer.

2. Hulsman Timepieces is only bound by an offer if the acceptance thereof by the Client is confirmed in writing within 60 days of offering. Hulsman Timepieces nevertheless has the right to refuse an agreement with a potential Client for a reason that is just for Hulsman Timepieces.

3. The offer contains a complete and accurate description of the services offered. The description is

detailed in such a way that the Client is able to make a good assessment of the offer.

Hulsman Timepieces cannot be bound to obvious mistakes or errors in the offer. All images and specific details in the offer are only an indication and cannot be grounds for any indemnification or termination of the agreement.

4. Lead times in the offer of Hulsman Timepieces are indicative and do not give the Client a right to dissolution or compensation in the event of exceeding of the lead time, unless expressly agreed otherwise.

5. A compiled quotation does not bind Hulsman Timepieces to deliver a part of the quoted offer or goods at a corresponding part of the stated price.

### **Article 4 - Formation of the agreement**

1. The agreement is concluded the moment the Client has accepted an Offer from Hulsman Timepieces.

2. When the Client has accepted the Offer by giving an order to Hulsman Timepieces, Hulsman Timepieces confirms the Client's order in writing by e-mail. Each offer is valid for a maximum of 60 days, after which Hulsman Timepieces can no longer be held to an Offer.

3. Hulsman Timepieces is not bound by an Offer if the Client could have reasonably been expected to understand that the Offer is erroneous or contains a mistake. The Client cannot derive any rights from this mistake or error.

4. An Offer is only valid if it is made in writing by Hulsman Timepieces to the Client.

5. The right of withdrawal does not apply as it concerns bespoke products.

### **Article 5 - Duration of the agreement**

1. If and to the extent that an agreement has been concluded between the Client and Hulsman Timepieces, the duration of this agreement is in accordance with what the parties have agreed.

2. Both the Client and Hulsman Timepieces may terminate the agreement on the basis of an attributable failure to comply with the agreement, when the other party has been given written notice of default, and he / she has been given a reasonable period to fulfill his obligations, and he is accountably fallen short in this. This also includes the payment and collaborative obligations of the Client.

3. The termination of the agreement does not affect the Client's payment obligations when Hulsman Timepieces has performed work or delivered services at the time of the dissolution. Client must pay the agreed fee.

4. Client is not entitled to prematurely terminate an agreement. If Client terminates the agreement prematurely, he owes at least 50% of the agreed price as stated in the confirmed offer. This amount can be increased by Hulsman Timepieces with costs that have already been made for the execution of the agreement.

#### **Article 6 - Additional work and changes**

1. If during the execution of the agreement it appears that the agreement must be adjusted and / or supplemented, when extra work is needed to achieve the desired result, the Client is obligated to pay for this additional work in accordance with the agreed rate. Hulsman Timepieces is under no obligation to comply with this request, and may require from Client that a separate agreement is concluded for this.

2. These changes must be confirmed in writing by Hulsman Timepieces.

3. If and insofar as a fixed price has been agreed for the performance of certain services, and execution of those services lead to additional (urgent) work that cannot reasonably be considered to be included in the fixed price, Hulsman Timepieces is entitled to charge these costs to the Client, after consultation with the Client.

4. In the event of technical changes, the Client must give consent within 5 calendar days and in the case of aesthetic changes, within 14 days. In the absence of a timely response, or if the Client's response is not received in full, the Client will be deemed to have agreed to the reported changes.

#### **Article 7 - Prices and payment**

1. All prices are including sales tax (VAT) and other taxation, unless the agreement is with a Company. If Hulsman Timepieces completes the agreement at the Client's location (partly), additional costs (travel and accommodation costs and parking fees) can be charged for this.

2. In the event urgency, or cases where Hulsman Timepieces is instructed by the Client to work with

urgency, the Client is obligated to reimburse all additional costs related to this urgency. All within the possibilities of the availability of the requested and / or desired (raw) materials.

3. If the Parties have agreed on a down payment, this down payment must be paid by the Client

before Hulsman Timepieces will start its work.

4. The client cannot derive any rights or expectations from a previously issued budget unless the parties have expressly agreed otherwise. If after the conclusion of the agreement but before the

agreed date of delivery the prices of auxiliary materials, raw materials, parts, wages or other price-determining factors have undergone a change, Hulsman Timepieces is entitled to adjust the quote accordingly. If there are services that are related to price fluctuations on the financial markets and on which Hulsman Timepieces has no influence, Hulsman Timepieces can offer a quote with variable prices. The offer will state when the quoted prices are target prices and are subject to fluctuation.

5. If there is a periodic payment obligation on the part of the Client, Hulsman Timepieces is entitled to notify the applicable prices and rates (only) in writing in accordance with the terms of the agreement with due observance of a period of at least three months.

6. Client is obliged to pay for the services of Hulsman Timepieces as mentioned in the agreement, and the agreed amount must be completed within the maximum payment period of 14 days from the to pay the invoice date. In case of default, Hulsman Timepieces is entitled to suspend the provision of services and to dissolve the agreement if there is a suspicion of a total default without being liable for compensation.

7. The Client must pay these costs in one lump sum to the account number and data made known to him from Hulsman Timepieces. Barring special circumstances, the Client can only

after explicit and written permission from Hulsman Timepieces agree on a further period in which the agreed amount must be paid.

### **Article 8 - Collection policy**

1. If the Client, being a Private Person, does not meet its payment obligation, and does not meet it within the 14 days period set for this, the Client is after a further notice of default (a written reminder with the request for the due and payable within the period stated therein amount to be paid) in default.
2. The client being a company is in default as soon as he does meet his obligations and the amount due has not been payed within the stipulated payment period.
3. From the date that the Client is in default, Hulsman Timepieces will without further notice of default make a claim to the statutory (commercial) interest from the first day of absence until full payment and reimbursement of the extrajudicial costs in accordance with Section 6:96 of the Dutch Civil Code to be calculated in accordance with the scale from the reimbursement decision for extrajudicial collection costs of 1 July 2012.
4. If Hulsman Timepieces has incurred more or higher costs that are reasonably necessary, these costs qualify for reimbursement and will thus be charged. The judicial and execution costs incurred are also for account of the Client.

### **Article 9 - Execution of the agreement**

1. Hulsman Timepieces will aim to execute the agreement with the greatest possible care as may be required from a good contractor. All services are performed on the basis of one best efforts obligation, unless a result has been made explicit and in writing, described in detail.
2. In carrying out the work, Hulsman Timepieces will proceed with the following phases where each payment must precede the implementation of the relevant phase:
  - Intake interview with the Client  
No charge Intake interview with the Client where the wishes of the Client are recorded and in which at least the following components are recorded:
    - Budget, motivation, expectations, etc .;
    - Ideas about the watch and possibly timepiece, complications to be added or other matters;
    - Broad indication of expected start time, delivery date and a bandwidth price;
    - Collaboration, follow-up process;
  - Draft proposal (first payment term)

There are 3 design proposals for the case, dial and hands in 3D and 1 design proposal in 3D for the timepiece. The ideas and suggestions of the Client based on these design proposals will be merged into a final design proposal. This draft proposal is (possibly after a few minor adjustments) the definitive starting point for the construction process. For final certainty in form and in size this design is printed in 3D.

- Technical design (second payment term)

After approval of the final design proposal, the technical design phase starts. In this phase, the timepiece is completely designed to the specific functions / complications and desired wishes of the customer and all calculations are done.

- Construction phase Clockwork (third payment term)

During the construction phase, photos are taken of parts of the process and of the final parts. During this phase, the Client can watch "in the kitchen" and make adjustments on a cosmetic level, provided this is not too much extra work. In case of additional work, Hulsman Timepieces may choose to proceed as wished or prepare a quote for the costs of this additional work with an explanation why this causes substantial additional work compared to the set design. The timepiece is tested for timing and functionality.

- Construction phase of the case, dial, hands and other parts (fourth payment term)

The timepiece undergoes several endurance tests in parallel to this phase to check whether the timepiece also functions well for a longer period of time. The case is made and the

timepiece fitted, after which the dial is being made. Because this phase concerns the appearance of the timepiece, there will be carefully assess through photos, videos and, if possible, a visit from the Client to determine everything meets the design and Client's expectations.

- Test phase

Now that all parts come together, extensive testing is again carried out on points such as moisture resistance, timing values, endurance tests on timepiece and functionality. The following documents and items are also included in this phase and will be delivered with the watch:

- Certificate of authenticity
- Warranty certificate
- Test report
- Maintenance instructions for watchmakers
- Most wear-sensitive parts sealed and labeled additionally included
- Image report of the building process in book form
- A housing to store the watch with all accessories

- Completion (fifth payment term)

The delivery takes place after the fifth payment term at a location to be determined for the official handover.

3. During execution of the agreement ,Hulsman Timepieces is not obligated or bound to follow the instructions of the Client if this changes the content or scope of the agreed services. If the instructions result in additional work for Hulsman Timepieces, the Client is obliged to reimburse the additional costs accordingly.

4. If the Client wishes to have an assignment carried out urgently by Hulsman Timepieces, Client will be charged an additional urgency rate for this. All rush orders must be paid in advance.

5. Hulsman Timepieces is entitled to engage third parties for the performance of the services at its own discretion.

6. Client will receive photographs and descriptions of the bespoke product during all phases of creation of the bespoke product. The Client must also respond and agree within the specified period on all proposed parts.

7. The Client is aware that it concerns customization, which means that the Client must give his consent on every part that is presented to him by Hulsman Timepieces. Because of this and due to other unforeseen circumstances, the specified delivery period may be extended. Therefore, the specified periods are never deadlines.

8. If the Client, in the exclusive opinion of Hulsman Timepieces, makes significant changes to the agreed design, the Client must reimburse the additional costs.

## **Article 10 - Delivery**

1. If the commencement, progress or delivery of the services or work is delayed because for example, the Client has not provided all requested information or has not provided it on time, offered insufficient cooperation, the advance was not received in time by Hulsman Timepieces or due to other circumstances, including delay in the delivery of materials, Hulsman Timepieces is entitled to a reasonable extension of the delivery period. Any specified deadlines are only guidelines and can never be marked as deadlines.

2. All damage and additional costs as a result of a delay due to a cause mentioned in paragraph 1 occur on account and risk of Client and will be charged to Client by Hulsman Timepieces.

3. If there is a phased implementation, or if the Client must give approval, Hulsman Timepieces is entitled to suspend the execution of the agreement until the moment that the Client has given its approval.
4. Hulsman Timepieces makes every effort to provide the service within the agreed period as far as this can reasonably be expected of her. If there is an urgency, the Client is obliged to reimburse the additional costs involved with this to Hulsman Timepieces.
5. The nature of the work of Hulsman Timepieces means that it can only be commenced as soon as all necessary information has been provided by the Client. Client bears the risk and any (damage) if he / she has not provided the required information on time and Hulsman Timepieces expressly indemnifies Hulsman for all consequences and any resulting damages to Client and Hulsman Timepieces.

#### **Article 11 - Transfer of risk**

The risk of theft and loss, misappropriation or damage of data, documents, software, data files and / or items that are used, made or delivered in the context of the performance of the agreement become the Client's from the moment when they are actually brought in the Client's disposal.

#### **Article 12 - Privacy, data processing and security**

1. Hulsman Timepieces handles the (personal) data of the Client and Users of the website. Upon request, Hulsman Timepieces will inform the person it concerns about this. Questions about the processing of personal data and further information can be sent by e-mail to [info@hulsmantimepieces.com](mailto:info@hulsmantimepieces.com)
2. The client is responsible for the processing of data using a service van Hulsman Timepieces. Client also guarantees that the content of the data are not unlawful and do not infringe any rights of third parties. The Client indemnifies in this context Hulsman Timepieces against any (legal) claim related to this data or the execution of the agreement.
3. If Hulsman Timepieces is, under this agreement, required to provide information security, this security will meet the specifications that have been agreed and a security level that is in view of the state of the technology, the sensitivity of the data, and the associated costs, as long as these are not unreasonable.

#### **Article 13 - Suspension 1.**

- Hulsman Timepieces has the right to keep the received data, data files or software, items and more under control if the Client has not yet fully fulfilled payment obligations, even if it would be obliged to do so if it had been paid.
2. Hulsman Timepieces is authorized to suspend the fulfillment of its obligations as soon as Client is in default with the fulfillment of any obligation arising from the agreement, late payment of its invoices included. The suspension will immediately be confirmed in writing to the Client. Hulsman Timepieces is in that case not liable for damage, in whatever form, as a result of suspending its duties.

#### **Article 14 - Force majeure**

1. Hulsman Timepieces is not liable if it cannot fulfill or meet its obligations as a result of a force majeure situation on the basis of the agreement.
2. Force majeure on the part of Hulsman Timepieces means in any case, but is not limited to:
  - (i) force majeure of suppliers of Hulsman Timepieces,
  - (ii) failure to properly comply with obligations of suppliers prescribed or recommended by the Client to Hulsman Timepieces,
  - (iii) defectiveness of things, equipment, software or materials from third parties,
  - (iv) government measures,
  - (v) electricity outage,

- (vi) disruption of the internet, data network and telecommunication facilities (for example due to: cyber crime and hacking),
- (vii) natural disasters,
- (viii) war and terrorist attacks,
- (ix) general transport problems,
- (x) disease of Hulsman and
- (xi) other situations that, in the opinion of Hulsman Timepieces, fall outside its sphere of influence temporarily or permanently prevent compliance with its obligations.

3. If a force majeure situation lasts longer than 2 months, the agreement may be dissolved by either of the parties (in writing). If any services have already been performed on the basis of the agreement, such a case will be settled proportionally without any liability from each party to each other.

## **Article 15 – Warranty**

1. Hulsman Timepieces guarantees that the watch complies with the agreement stated in the quotation specifications (and appendices if there are changes), usability and / or reliability and the legal rules and / or regulations at the time of the conclusion of the agreement. The warranty never extends beyond which has been expressly agreed.

2. If the watch does not meet these guarantees, Hulsman Timepieces will check the watch within a reasonable period of time within receipt thereof and ensure recovery.

3. In addition to the legal warranty, Hulsman Timepieces offers a personal and lifetime warranty on the watch under the following conditions: there is no resale and at least the Client offers the watch once every 4 years to Hulsman Timepieces for maintenance. If maintenance is done by someone other than Hulsman Timepieces, the personal and lifetime warranty expires. The warranty only extends to the mechanics of the timepiece. Hulsman Timepieces is exclusively authorized to inspect the watch and conclude that it is there is mechanical failure. Mechanical failure means: defects caused by internal defects.

4. The aforementioned guarantee does not apply if the defect has arisen as a result of unjust or improper use or when, without written permission from Hulsman Timepieces, Client or third parties have made changes themselves or attempted to repair the watch or have used it for purposes for which the item is not intended, or exposed to abnormal circumstances or treated in conflict with the instructions of Hulsman Timepieces.

5. The Client must also not drop the watch, bump it, keep it under water and more as shown in the instruction manual. Failing this, the warranty will expire.

6. In case of acquisition by a third party (including resale) the personal and lifetime guarantee on the watch expires, unless the Client and Hulsman Timepieces explicitly express this in an agreement.

## **Article 16 - Limitation of liability**

1. If the provision of services and / or execution of assignments by Hulsman Timepieces leads to liability of Hulsman Timepieces, that liability is limited to costs charged in connection with the assignment, if there is an attributable failure to comply with the agreement or otherwise damage has occurred. In particular, liability only relates to the phase in which the damage occurred, and the associated invoice value.

2. Hulsman Timepieces is not liable for consequential damage, indirect damage, business damage, loss of profit and / or loss suffered, missed savings, damage due to business interruption and damage as a result of the use of the by Hulsman Timepieces provided services.

3. Hulsman Timepieces is not liable for damage caused by the (daily) use of the watch. Hulsman

Timepieces provides strict maintenance instructions that must be observed by the Client. All damages to the watch as a result of wearing and using the watch is expressly excluded from

liability (this includes user traces, usage damage, light and water damage, consequential damage, theft, loss etc.).

4. Client is responsible for taking out adequate insurance on the watch. All damage for which the Client is independently insured is excluded from the liability of Hulsman Timepieces.
5. The amount of the compensation is further limited to the amount that the liability insurance of Hulsman Timepieces covers per event per year.
6. Hulsman Timepieces is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and / or incorrect) information on the website or that of linked websites.
7. Hulsman Timepieces is not responsible for errors and / or irregularities in the functionality of the website and / or the software, malfunctions or the unavailability of the website and / or for whatever reason software.
8. Hulsman Timepieces does not guarantee a correct and complete transfer of the content from and by / on behalf of Hulsman Timepieces sent e-mail, nor for the timely receipt thereof.
9. Client guarantees the correctness and completeness of the information and wishes it has provided regarding the assignment. Hulsman Timepieces explicitly excludes all liability for (consequential) damage.
10. All claims by the Client for failure on the part of Hulsman Timepieces lapse if these are not reported in writing, complete with reasons, to Hulsman Timepieces within one year after the Client was or could reasonably be aware of the facts on which he bases his claims.

#### **Article 17 - Confidentiality**

1. Hulsman Timepieces and the Client agree to maintain the confidentiality of all confidential information that is obtained in the context of an assignment. The confidentiality results from the assignment or from which one can reasonably expect that it concerns confidential information.
2. If Hulsman Timepieces is bound by a legal provision or a court decision, the provide (co-) confidential information to (by) the law or competent court or designated third party, and Hulsman Timepieces cannot rely on a privilege, Hulsman Timepieces is not obliged to any compensation and the Client is not entitled to terminate the agreement.
3. Hulsman Timepieces and the Client also impose the obligation of confidentiality to engage them third parties.

#### **Article 18 - Intellectual Property Rights (IP rights)**

1. All IP rights and copyrights of Hulsman Timepieces rest exclusively with Hulsman Timepieces and are not transferred to the Client. This is understood to mean, but is not limited to: sketches, advice, designs and concepts, ideas, drawings, texts, working methods and more, are and remain both during the execution of the assignment as thereafter explicitly and exclusively he property of Hulsman Timepieces and are not transferred to the Client unless explicitly agreed otherwise.
2. The Client is forbidden to use all documents and software on which the IP rights and copyrights of Hulsman Timepieces rest to reveal and / or multiply, modify or make available to third parties without the express prior written consent of Hulsman Timepieces and one for that purpose explicitly agreed monetary compensation. If the Client wishes to make changes to by Hulsman Timepieces delivered goods, Hulsman Timepieces must give explicit approval of the intended amendments.
3. The Client is prohibited from using the products covered by Hulsman's intellectual property rights Timepieces rest differently than the personal use as agreed in the agreement.
4. Any infringement that the Client makes on the intellectual property rights of Hulsman Timepieces, will be punishable by a one-off fine of € 250,000 (in words: two hundred and fifty thousand euros) and a fine of € 10,000 (in words: ten thousand euros) for each day that the

infringement continues up to a maximum of € 500,000 euros (in words: five hundred thousand euros).

### **Article 19 - Safeguarding and accuracy of information**

1. Client is responsible for the accuracy, reliability and completeness of all data, information, documents and / or documents that he provides to Hulsman Timepieces in the context of an assignment. Even if this data comes from third parties, the Client is responsible for this.
2. The client indemnifies Hulsman Timepieces from any liability resulting from non-compliance or late compliance of the obligations from the previous paragraph.
3. The client indemnifies Hulsman Timepieces against claims from third parties with regard to intellectual property proprietary rights to the data and information provided by the Client that are used when performing the assignment or agreement can be used, as well as with regard to the content of the information provided by Hulsman Timepieces prepared advice and reports.
4. If the Client provides Hulsman Timepieces with electronic files, software or data carriers, the Client guarantees that they are free of viruses and defects.

### **Article 20 – Complaints**

1. If the Client is not satisfied with the service or products of Hulsman Timepieces or otherwise has complaints about the performance of his assignment, the Client is obliged to report these complaints as soon as possible, but within 2 weeks after the relevant reason that led to the complaint. Complaints can be reported via [info@hulsman-timepieces.com](mailto:info@hulsman-timepieces.com) with the subject "complaint".
2. The complaint must be sufficiently substantiated and / or explained by the Client, should Hulsman Timepieces be able to handle a complaint.
3. Hulsman Timepieces will as soon as possible, but no later than 14 days after receipt of the complaint, respond substantively to the complaint.
4. Parties will try to find a joint solution.

### **Article 21 - Applicable law**

1. Dutch law applies to the legal relationship between Hulsman Timepieces and the Client. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. Hulsman Timepieces can unilaterally change these terms and conditions. The most current and applicable version can be found at the website.
3. All disputes arising from or as a result of the agreement between Hulsman Timepieces and Client, will be settled by the competent court of the Central Netherlands court in Utrecht. Unless provisions of mandatory law designate another competent court.

With reservation of incorrect translation from Dutch to English.