

Terms and Conditions of Sale

Article 1. Object

These General Terms and Conditions of Sale (after in the followed text "GTC") define the contractual relationship between the customer (thereafter "Customer") and MUSE Switzerland SA, c/o Fiduconsult Fidyver SA, En Chamard 35, 1442 Montagny-Yverdon. Through the use of www.muse-watches.com ("The Site"), the customer further agrees to be subject to the Privacy Policy and the general terms and conditions of use of the site.

Article 2. Applicability

The Customer acknowledges having read these (GTC) and accepts them completely as part of the contract concluded with MUSE Switzerland SA. MUSE Switzerland SA does not accept any modification of these conditions made by the customer.

These (GTC) can be modified at any time by MUSE Switzerland SA and replaced by new (GTC), which will be published on the website www.muse-watches.com. Any order placed after publication by MUSE Switzerland SA of the new version of its (GTC) of sales, shall constitute acceptance of it. The (GTC) must be accepted during the ordering process and belong of the contract of sales. They are also available for download (PDF file) on www.muse-watches.com.

If any of the clauses in these (GTC) are invalid or unenforceable completely or in part, the other provisions of the current (GTC) will remain in effect and the clause null or unenforceable clause will be applied to the extent and according to the intent of the parts.

Article 3. Prices and Conditions of Payment

1.) For orders placed with a delivery address in Switzerland, prices are quoted in swiss francs, including 7.7% of swiss taxes (TVA). The prices invoiced to the Customer are those in effect at the time the order is received by MUSE Switzerland SA.

2.) For orders placed with a delivery address outside Switzerland, prices are quoted in Swiss francs, excluding TVA. The prices invoiced to the Customer are those in effect at the time the order is received by MUSE Switzerland SA.

The Client is made aware that other costs may be added in case of delivery outside Switzerland, in particular taxes of the country of importation and possibly customs clearance fees. All these costs are the sole responsibility of the customer.

The Customer will then have to pay the delivery costs, which are indicated in the order form.

Article 4. Ordering and conclusion of the contract

By placing an order, the Customer agrees to purchase the product(s) he / she has selected in accordance with these General Terms and Conditions of Sale (GTC).

The sale is concluded when the Customer has validated his shopping cart by clicking the "VALIDATE" button and a confirmation has been sent an e-mail to him/her. For each order, a confirmation email is sent. Before written confirmation from MUSE Switzerland SA, orders placed via the Internet do not constitute a binding contract for MUSE Switzerland SA.

If a product ordered was not deliverable, Customer would be notified as soon as possible.

The price of the order realized on the site www.muse-watches.com is immediately exigible with the order. It can be paid by credit card via PayPal.

The use and delivery of PayPal's payment services are subject to PayPal's general terms and conditions according to the Paypal user's country of registration (www.paypal.com). By validating an order, the Customer explicitly accepts the terms of use of PayPal. MUSE Switzerland SA is not responsible for the incorrect performance of the services provided by Paypal.

All orders are firm and definitive for the customer upon receipt of the order form or any communication mentioning an order by MUSE Switzerland SA.

MUSE Switzerland SA reserves the right to refuse an order, for example in the event of insolvency, payment refused by the bank or unresolved litigation relating to former commitments.

Article 5. Delivery

Any order accepted by MUSE Switzerland SA is sent to the delivery address indicated by the Customer. The responsibility for the goods passes to the Customer upon receipt by the carrier. Delivery of the ordered goods is made by Swiss Post.

The costs of delivery of the new products ordered on the site www.muse-watches.com are included in the sale price.

All other delivery charges (including return after warranty or non-warranty service) are the responsibility of the Customer. These shipping costs vary from country to country. If so, you can contact us to obtain estimated shipping costs for your country.

The costs of returning the Products to the MUSE Switzerland SA are always at the Customer's expense (in particular in case of withdrawal), unless otherwise stated in writing by MUSE Switzerland SA to the Customer. The Customer is responsible for ensuring the shipment of the product (s) that it sends to MUSE Switzerland SA.

MUSE Switzerland SA will endeavor to have the goods delivered within a maximum period of 90 days, unless otherwise indicated by MUSE Switzerland SA.

MUSE Switzerland SA will notify the Customer of any delay in delivery but shall not be liable for compensation in the event of delay.

Article 6. Guarantee

MUSE Switzerland SA gives a 3 years warranty (36 months) on all watches from the date of receipt, under the conditions defined in this guarantee. This guarantee is total (parts and handwork). The warranty covers defects in material and workmanship existing at the time of delivery of the purchased watch. Check the condition of the goods delivered on receipt to exclude obvious defects in material and workmanship, as well as damage due to transport.

Leather bracelets and linings can leave a few colored traces on the skin in case of moisture or sweat. These are harmless and leave by rinsing with water. We do not guarantee that any traces on clothing (eg rubbing leather on a shirt) can be removed and do not take responsibility for it. These possible traces are not a sign of bad quality or defect of the bracelet, but the characteristic of a natural product.

The warranty does not cover:

- indirect or consequential damages, whatsoever, resulting from the use, non-operation, defects or lack of accuracy of the watch;
- normal wear and tear and aging (eg scratches on the glass and / or the box, alteration of the color and / or material of the bracelets, such as leather, textile or rubber);

- damage to any part of the watch resulting from improper / inappropriate use, neglect, negligence, accidents (blows, dents, crushing, breaking of one or both ice sheets, etc.) Incorrect use of the watch;
- the watch handled by an unauthorized person or whose original condition has been altered outside the control of MUSE Switzerland SA. For these reasons, if the watches are opened, modified, transformed or repaired by an unauthorized third party MUSE Switzerland SA are no longer covered by the warranty.

This warranty does not affect the rights of the buyer to the seller or any other imperative right that the purchaser may have against the seller.

Without limiting the scope of these general conditions of sale, no claim for damages whatsoever for products delivered, non-delivery of products or other can not exceed the purchase price of the Product (s). All other claims in respect of MUSE Switzerland SA, For additional damages to those defined in this warranty, are expressly excluded, with the exception of the mandatory rights that the buyer may assert against the manufacturer.

Article 7. Return of products / right of revocation

The Customer has fourteen (14) days from the date of delivery to exercise his right of revocation and return the products ordered, but Customer must first inform MUSE Switzerland SA by e-mail.

Excluded from the right of revocation are products made for a special Customer's order-request (personalization, single item), made according to the wishes of the Customer – only for him/her.

Before returning any merchandise, the Customer must contact MUSE Switzerland SA (info@muse-watches.com). Unless otherwise agreed, the cost of postage and any financial charges must be paid by the Customer. The Products must be returned by the Customer and at his/her own expense to MUSE Switzerland SA at the latest within fourteen (14) days of his/her decision to send the products back.

The products must be returned in new condition, intact and complete in their original packaging.

MUSE Switzerland SA will refund to the Customer the price of the product (s), except shipping costs, until fourteen (14) days from the date of receipt of the returned products. We advise you to keep a proof of the shipping (receipt of deposit to the Post Office).

Products returned incompletely, damaged, used or dirty (if they are not in a condition to be reselled) can not be taken back and will not be refunded.

Article 8. Data protection

The parties (Customer-MUSE Watches Sàrl) undertake to respect the provisions of Swiss data protection legislation. They undertake to take all measures they can take from the economic point of view and all possible technical and organizational measures that the data produced and exchanged in the execution of the contract do not reach unauthorized third parties.

Personal data may only be processed to the extent necessary for the performance of the contract. They may also be transferred to a linked of one of the parties of the contract and established in Switzerland or abroad, provided that this is necessary for the performance of the contract and that the provisions of Swiss data protection legislation is respected.

For the rest, it is also referred to the confidentiality charter on the site.

Privacy Policy - Use of personal data

1. Purpose of this Charter

The site accessible via the Internet address <http://www.muse-watches.com> is operated by MUSE Switzerland SA, c/o Fiduconsult Fidyver SA, En Chamard 35, 1442 Montagny-Yverdon, Switzerland (followed in this text " MUSE Switzerland SA ": MUSE").

As part of the operation of the site, MUSE collects personal data about its customers, in particular

during initial registration and / or when doing an order.

This Privacy Policy describes the terms and conditions under which we use and protect your personal information that you provide to us during the use of this website.

Order a product on the site does not require to create a personal account. The data provided will only be used to manage and execute the order. Whatever the method of placing an order, the customer ensures the accuracy and completeness of the data provided.

By registering and / or using the services of www.muse-watches.com, you agree that your personal data will be collected, used and published according to the terms of this data protection statement. Some personal data are considered sensitive. This charter indicates how your personal data are used and how you can rectify them or limit access.

We reserve the right to modify the content of this charter basis by updating this page. We recommend you consult it periodically to keep you informed of these changes and to make sure they are acceptable to you.

2. Use

Each user undertakes to communicate accurate information and to update it if necessary.

The personal data transmitted are used only for the execution of the contract concluded, for advertising and promotional purposes, as well as for the technical administration of the site.

Your personal data will only be transmitted or communicated to third parties if necessary to fulfill the purpose of the contract, in particular for billing purposes, or in case of legal obligation to transmit the data or with your prior agreement.

3. Security measures

MUSE takes all appropriate measures to ensure the protection, integrity and confidentiality of personal data entrusted to users.

MUSE endeavors to safeguard your personal data on the Internet by taking all possible technical and organizational measures so that they are not accessible to third parties. In case of communication via the Internet, we cannot guarantee complete protection of the data. Accordingly, we recommend the communication of confidential data by mail or by phone. The transmission of confidential information over the Internet is at your own risk.

To the extent that the collection of the personal data collected is done with third parties, data may be stored or processed on servers located outside your country or place of residence where the level of data protection may differ from the jurisdiction of the country where you live.

Accordingly, such information may be the subject of requests for access by governments, regulatory bodies, courts or public forces in those territories or countries submitting valid applications to that effect.

In accordance with applicable laws in the territories concerned, we will ensure that all appropriate safeguards are in place so that the data processing service provider is required to maintain protection equivalent to that in force in Switzerland or the European Union.

5. Cookies

The site uses cookies and other technologies to improve the services offered and marketing. These cookies prevent users from having to repeat the entry of information at each visit to the Site. However, users have the right to modify the settings and options of their Internet browsing software to prevent the use of cookies. However, this may disrupt the operation of certain services on the site.

You can manage cookies by setting your preferences.

Google chrome

1. - Click on the Chrome menu in your browser toolbar.
2. - Select "Settings".
3. - Click on "Show advanced settings ..."
4. - In the "Confidentiality" section, click on "Content Settings".
5. - In the "Cookies" section, select one of the following cookie settings:

"Delete cookies"
"Block default cookies"
"Allow default cookies"
"Keep local data until I quit my browsing session only"
"Cookie and Site Data Exceptions"

Mozilla Firefox

1. - Open Firefox Open the Edit menu and choose "Preferences"
2. - Under "Privacy & Security", select "Cookies".
3. - You can select the following settings:
"Disable Cookies"
"Accept only cookies from the original website"
"Accept all cookies"
"Warn me before storing a cookie"

Internet Explorer 9 or 10

1. - Press or click on "Tools", then select "Internet Options".
2. - Press or click on the "Privacy" tab.
3. - Under "Settings", move the cursor up to block all cookies or down to allow all cookies.
4. - Press or click on "OK".

Internet Edge

1. - In Microsoft Edge, go to "More> Settings."
2. - Select "Show advanced settings".
3. - Under "Confidentiality and services> Cookies", select the option that suits you:
"Blocking all cookies does not allow any websites to save cookies on your computer."
"Blocking only third-party cookies allows cookies on the websites you access, but blocks third-party cookies saved by external web services, such as advertisements embedded in web pages you have browsed."

Safari 5.1 (OS X Lion)

1. - Select "Safari" and select "Preferences".
2. - Click on "Confidentiality".
3. - In the "Block Cookies" section, specify the conditions for accepting cookies from websites.
Click on the "Help (question mark)" button for an explanation of the options.

6. Social Plugins

Muse can use social plug-ins ("plug-ins"), especially the social network facebook.com, which is operated by Facebook Inc. ("Facebook"). Plug-ins are recognizable by the Facebook logo (a white "f" on a blue tile or a "thumb up" sign) or by adding a characteristic sign "Facebook Social Plug-in". Other social plug-ins can be used, such as Google+ or Twitter.

By visiting the Muse site, your browser establishes a direct connection with the Facebook servers. We have no influence on the amount of data that Facebook collects using this plug-in. In particular, Facebook receives information about the corresponding pages of our site that you have called. When you are connected to Facebook, Facebook can add this visit to your Facebook account. When you activate the plug-in, for example by using the "Like" button or leave a comment, the corresponding information will be transmitted directly from your browser to Facebook and saved by Facebook. If you are not a Facebook member, it is still possible for Facebook to know your IP address and backup.

To find out the purpose and scope of data collection and processing and subsequent use of Facebook data and your rights and the privacy settings, please consult the privacy policy of Facebook:

<http://www.facebook.com/policy.php>.

If you are a member of Facebook and you don't want Facebook to collect information about you from

our website and linked to your data saved on Facebook, you must log out of Facebook before visiting our site.

7. Google Analytics

Google Analytics uses "cookies" to analyze your use of the website. The information collected by the cookie concerning your use of this website (including your IP address) is transmitted and stored in a Google server in the United States.

Google will use this information to analyze your use of the site, to report on the activities of the website to its operators and to provide other services related to the use of the site and using of the Internet. Similarly, Google may provide such information to third parties, to the extent required by law or to the extent that third parties process such data on behalf of Google.

You can prevent the installation of cookies by a specific setting of your navigation software; We inform you that, in this case, you may not be able to fully use all the functions of this website.

By using this website, you explicitly agree with the processing of data collected about you by Google in the manner described above and for the purposes mentioned.

You can avoid entering and analyzing your usage of the service by Google Analytics.

To do this, use the Browser Add-on for Disabling Google Analytics.

8. Data retention - right of access and rectification

The deletion of the saved personal data takes place if you remove your accord to safeguard the data (and if legal, statutory or contractual deadlines do not preclude it), if data backup is no longer necessary to reach the objective pursued. In the cases provided for by law, the data are blocked and not deleted, if necessary.

Each user has a right of access to the personal data concerning him, as well as a right to rectify and delete them. This right is exercised by e-mail (info@muse-watches.com) or by post addressed to: MUSE Switzerland SA, c/o Fiduconsult Fidyver SA, En Chamard 35, 1442 Montagny-Yverdon, Switzerland.

In addition, each user can at any time access, rectify and delete all or part of their personal information by going to their user profile.

Muse will disclose nominative information about a user in the event of a judicial requisition and any authority that conducts audits or investigations in connection with illegal content and / or services accessible via the Internet or telephone network or with illegal activities.

Article 9. Applicable law and jurisdiction

This Agreement shall be governed by swiss laws. The provisions of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute regarding this Agreement shall be exclusively submitted to the courts of the Canton de Vaud, Switzerland, subject to compulsory legal provisions to the contrary in the field of consumer law.

These General Conditions of Sale are valid from May 09, 2018.