

Terms And Conditions

BUY A WATCH

INTRODUCTION

This section (together with the documents expressly referred to in it) tells you information about us and the legal terms and conditions that will apply to any contract between us for the sale of our Goods to you.

It is important that you read and understand these terms and conditions before you place an Order with us. If there is any term that you do not understand or do not accept, then please discuss this with a member of our Sales team before placing your Order or, if a member of our Sales team is unavailable, contact our Customer Services team by telephone (**+41225017893**) or by email (aftersales@watchfinder.ch).

By ordering any of our Goods, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference. These terms and conditions only apply to our “consumer” customers. If you are a “business” customer, please ask a member of our Sales Team for the applicable terms and conditions.

Please ensure that you review clauses 15 and 16 as they include important limitations on, and exclusions of, our liability.

1. DEFINITIONS

a. When the following words are used anywhere in these Terms, they will have the meanings set out below:

Event Outside Our Control: is defined in clause 16.

Goods: the watch, watch winder, watch accessory or other goods that we are selling to you as set out in the Order.

Order: your order for the Goods.

Our website, the website: the website at the domain <https://www.watchfinder.ch>.

Paperwork: the original warranty certificate of the Goods, which includes: (1) the name of the authorised dealer that originally sold the Goods; (2) the serial number of the Goods; and (3) the date of original sale of the Goods. Paperwork does not include the user manual or any service papers.

Terms: the terms and conditions set out in this document.

Watchfinder, we, us, our: Watchfinder Switzerland SA, with its registered address at Route des Biches 9, 1752 Villars-sur-Glâne.

Work: servicing, refurbishment, battery replacements, testing, links (addition or removal) and/or other work as applicable.

Working Days: a day other than a Saturday, Sunday or public/bank holiday in Switzerland.

b. Clause headings shall not affect the interpretation of these Terms.

c. A reference to writing or written includes e-mail.

d. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

e. Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OUR CONTRACT WITH YOU

a. Our Goods are age restricted. By placing an Order for the Goods, you are declaring that you are 18 years of age or over.

b. You can check and amend any errors before submitting your Order. Please take the time to read and check your Order at each page of the Order process.

c. When you submit an Order, your Order is subject to our confirmation. Our confirmation of your Order will take place as described in clause 2(d).

d. If we confirm your Order, we will send you an e-mail (Order Confirmation). The contract between us will only be formed when we send you the Order Confirmation. Any Goods forming part of the same Order which we have not confirmed in the Order Confirmation do not form part of that contract.

e. In some instances a non-manufacturer strap may be fitted to a watch.

- f. On occasion the Goods displayed for sale on our Website will not be available for dispatch until Work has been completed (for example, the Goods may be with a manufacturer undergoing a service or awaiting parts at the time your Order is made). We will let you know prior to acceptance of any Order if this applies to your Order. **We endeavour to complete the Work within a reasonable period of time and meet any anticipated completion dates where given. However, due to our reliance on third parties, it is difficult for us to give accurate estimated dates for completion of the Work and Work could in exceptional circumstances take up to 2 months from acceptance of your Order to complete.** You can cancel your Order at any time before dispatch of the Goods - see clause 12 which explains your rights to cancel your contract with us.
- g. All Goods will remain available for sale on our website until you have paid the balance in full, irrespective of any third party finance application made by you.
- h. All Goods will remain available for sale on our website until we have accepted your Order. You will receive an Order Confirmation to this effect.
- i. The images of the Goods on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.
- j. The packaging of the Goods may vary from that shown on images on the Website.
- k. Where our Make An Offer facility is enabled on our Website and you wish to use this facility, please first take the time to read and understand our Make An Offer terms and conditions.
- l. We cannot guarantee that boxes and/or other packaging supplied are authentic.

3. PRICE AND PAYMENT

Please be aware that all currency values in the Terms are in Swiss Francs (CHF).

- a. The price of the Goods will be set out in your Order. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you.
- b. The prices quoted on our Website are in Swiss Francs (CHF). Payments must be made to us in Swiss Francs (CHF) and any refunds will only be issued by us in Swiss Francs (CHF). We do not accept liability for fluctuations in the exchange rate, which may affect any refund if you are based outside Switzerland.
- c. The price quoted includes VAT (or similar sales tax).
- d. The price of the Goods excludes delivery costs. Our delivery charges will be notified to you pursuant to clause 4(c) and will be added to the total amount due and shown in the Order Summary page of our Website before you place your Order.
- e. If for some reason an error in the stated price has occurred, we will rectify the price as soon as reasonably practicable after notification of the mistake. If the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to sell the Goods to you at the incorrect price. No liability whatsoever can be accepted by us for accidental mistakes or errors caused by system failures. If we are unable to contact you and you do not respond to our e-mail in relation to the pricing error within 5 Working Days, we will treat the Order as cancelled, notify you by e-mail and refund any sums already paid within 14 days of the date your Order is cancelled (unless we reasonably suspect a fraudulent card payment, see clause 17).
- f. You must make payment for the Goods at the same time as placing an Order, unless we agree otherwise, and in any event we must receive full and cleared funds prior to dispatch of the Goods. Unless we notify you otherwise, we can accept payment by the following methods if you are based in Switzerland:
- g. **Credit card or debit card:** Payments must be 3D secure.
- h. **Cash:** We accept cash payment up to a maximum of CHF 10'000 in Swiss based stores. You will be asked to provide evidence of identity and proof of address for all cash payments made in Swiss based stores of CHF 2'000 or more;
- i. **Cheque:** Payable to Watchfinder Switzerland SA. All drafts will be authenticated by our bank before the Goods are dispatched;
- j. **Bankers draft:** Payable to Watchfinder Switzerland SA. All drafts will be authenticated by our bank before the Goods are dispatched;
- k. **Bank transfer:** We accept payment by faster payment (same day) transfers or international transfers. We will advise you of our account details prior to accepting any Order;
- l. **Part exchange:** Where your purchase of the Goods also involves your sale of a watch, we could accept a part exchange. You will be advised of the part exchange allowance we attribute to your watch before your Order is confirmed. Where your part exchange allowance exceeds the purchase price of the Goods, we will issue you with the appropriate credit by bank transfer. Where your part exchange allowance is less than the purchase price of the Goods, you can pay the outstanding balance using another method listed above. Our Sell Your Watch terms and conditions also apply;
- m. **Finance options:** We have a commercial relationship with a credit provider offering various finance options. We and/or our credit provider can refuse finance applications at our sole discretion. If we or our credit provider decline your application, you can either pay for the Goods using another payment option or cancel your Order. Further information regarding these finance options is made available on the Website.

- n. If you are based outside Switzerland, you must pay for the Goods by an international bank transfer.
- o. The Order Summary page of our Website will give you a breakdown of the price of the Goods, our delivery charges and any credit card surcharges and will display a total amount payable.
- p. If we agree that you can pay by way of an initial deposit and if after paying the initial deposit for the Goods we do not receive the balance payment in full and cleared funds within 14 days of our receipt of the deposit payment from you, then we reserve the right to cancel your Order and relist the Goods for sale on our Website. We will give you 5 days' notice by e-mail before we do this and we will refund your deposit within 14 days of the date your Order is cancelled (unless we reasonably suspect a fraudulent card payment, see clause 17).
- q. Please see 'Buy a Watch' clause 13(o) for when a credit note is used.

4. DELIVERY

- a. All dates quoted by us for dispatch and delivery of the Goods, though given in good faith, are estimates only and in exceptional circumstances delivery may take up to 2 months from acceptance of your Order. Occasionally our delivery may be affected by an Event Outside Our Control. Please see clause 16 for our responsibilities when this happens.
- b. We cannot deliver the Goods to the following countries (the '**Excluded Countries**'): Afghanistan, Angola, Armenia, Azerbaijan, Democratic Republic of Congo (formerly Zaire), Iran, Iraq, Kazakhstan, Kyrgyzstan, Kosovo, Lebanon, Liberia, Nigeria, North Korea, Rwanda, Somalia, North and South Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan, and Yemen. If you would like the Goods to be delivered to any of the Excluded Countries, we will use reasonable endeavours to arrange postage and insurance (at your cost) in advance of confirmation of your Order. Please contact a member of our Sales Team to discuss your options before placing an Order, or alternatively contact our Customer Services team by telephone (**+41225017893**) or by e-mail (aftersales@watchfinder.ch).
- c. Delivery charges will be shown in the Order Summary page of our Website or otherwise notified to you by a member of our Sales Team before you place your Order.
- d. Deliveries within Switzerland are made using DHL or FedEx. Deliveries outside Switzerland are also made using either DHL or FedEx. We will not be liable for any delay in delivery of the Goods that is caused by an Event Outside Our Control or your failure to provide us with adequate delivery instructions.
- e. A signature is needed for receipt of the Goods by an adult (aged 18 years or over) at the delivery address (whether yourself or a member of your household). If no-one is available when the carrier attempts delivery, the carrier may leave a calling card for you to re-arrange delivery at a more convenient time. Alternatively, you may need to collect the Goods from your local delivery office provided you can produce adequate proof of identity. Any parcel that has been damaged or tampered with should not be signed for and delivery should be refused.
- f. We will deliver the Goods to the delivery address given in your Order. If you pay by debit or credit card, the Goods must be dispatched to the billing address of the card holder, though we will use reasonable endeavours to send the Goods to a work address where requested provided you comply with our dispatch department's reasonable instructions.
- g. Goods may be collected from our offices but by appointment only for security reasons. A weekend appointment must be confirmed by 5 pm on the previous Working Day. You acknowledge that we will not be liable for losses you incur including travel costs if you travel without making an appointment in advance.
- h. Delivery of the Goods will be completed when we deliver the Goods to the address given in your Order or when the Goods are collected from our offices (by you or your representative).
- i. If you arrange for another courier to collect the Goods, delivery will be completed when the Goods are collected from our offices. This means that we will not be responsible if the Goods are lost or damaged in the course of transit.
- j. The Goods will be your responsibility from the completion of delivery.
- k. You own the goods once we have received payment in full.

5. CUSTOMS

If you are based outside Switzerland, you may also have to pay import duty or other taxes, fees or charges applied by customs or other authorities in the country of receipt. You must comply with all laws and regulations of the country in which you are receiving the Goods. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. If you are unsure about whether these charges might apply to your Order, you should contact your local tax or customs office for further information.

6. MANUFACTURER WARRANTY

- a. Some of the Goods we sell come with a manufacturer's warranty. For details of the applicable terms and conditions, please refer to the Paperwork provided with the Goods or to the manufacturer's website.

- b. As a consumer, a manufacturer's warranty is in addition to your legal rights in relation to goods that are faulty or not as described.

7. WATCHFINDER WARRANTY

- a. We provide either a full or limited warranty with our pre-owned Goods for a period of 24 months from the date of delivery in accordance with our Warranty terms and conditions. Please take the time to read and understand these terms. Our warranty doesn't apply to new Goods which are typically covered by a third party manufacturer's warranty.
- b. As a consumer, the warranty we provide is in addition to your legal rights in relation to Goods that are faulty or not as described.

8. WATER RESISTANCE

- a. Where your Order for Goods includes a wrist watch ('Watch'), you should be aware that water resistant Watches are not water proof. For example, Watches advertised as water resistant to 30 metres (100 feet/3 ATM) can only withstand splashes. All Watches sold by us are subject to our categorisation as detailed in the glossary available on our Website.
- b. All our Watches are tested prior to sale to ensure that the advertised water resistance is accurate. You acknowledge and accept that we will not replace seals and/or gaskets or other parts if the Watch passes our tests before dispatch.
- c. Waterproofing (or "water resistance"), are described either in meters, or in bars (1 bar = 10 m = approx. 33 ft). It is important to note that the indication of the degree of water resistance in meters is a technical norm which does not correspond to an exact depth. "Water-resistant to 10m" does not mean that the watch can be worn to this depth, rather it indicates that the watch will resist pressure equivalent to a static immersion up to 10m deep. The wearer's movements (diving, jumping, swimming, etc) as well as the force of the water (shower jets, river currents, waterfalls, etc) can considerably increase the pressure.
- d. Where your watch is certified as Water Resistant its water-resistance is ensured by a series of seals. Before any contact with water, it is essential to ensure that the crown and pushers of your watch are pushed in or screwed down, depending on model. When your watch is under water, do not activate the push-pieces for the chronograph function, the minute-repeater or the second time zone. After swimming, make sure to rinse your water-resistant watch in fresh water so as to neutralise the potentially corrosive effects of sea-water or chlorine. The water-resistance seals of your certified Water Resistant watch undergo natural deterioration due to ageing. It is therefore recommended that you have a regular water-resistance check performed once every year if your watch is worn during sporting activities or frequently comes into contact with water, or once every two years when worn in normal conditions. Never try and open the case yourself. In the event of water or condensation appearing under the glass, take the watch as quickly as possible to an authorized maintenance centre to prevent further damage.

9. BRACELETS SIZES

Given the nature of our Goods, bracelet sizes may vary as they are not always supplied to us with a full accompaniment of links. A bracelet size will be requested from you before your order is dispatched or taken from a part exchange and we will endeavour to size the watch to the requested size. Where a watch is advertised as having seals intact the bracelet will not be adjusted. Where the size exceeds our standard size, links will be supplied at your cost or at our discretion. If no bracelet size is given any additional links will be chargeable.

10. PAPERWORK DATE

- a. If the Goods are sold with Paperwork, the age of the Goods is calculated from the date given on the Paperwork, which is when the Paperwork is officially stamped by the authorised dealer ('Age'). You acknowledge that the date of manufacture may be significantly earlier than the Paperwork date.
- b. If the Goods are sold without Paperwork, it can be difficult for us to calculate the Age of the Goods, particularly for vintage Goods. While the Age has been given in good faith (calculated by reference to the serial number if reasonably practicable, owner information or other indicators), you acknowledge that the Age of the Goods listed on the Website is an estimate only.
- c. If the Goods are sold without Paperwork, no representation or warranty, express or implied, is made by us in relation to the accuracy of the Age of the Goods.

11. RETURNS POLICY

- a. Purchases made in store can be exchanged but not refunded when returned within 14 days of purchase in unused condition. If no exchange can be made on the day a credit note will be issued for the original purchase price. Please refer to clause 13(o). This does not affect your usual consumer rights.
- b. Purchases made online may only be exchanged or refunded within 14 days of purchase if they are in an unused condition. Goods purchased online will come with a tamper-proof returns sticker which allows for the Goods to be tried on and examined for any faults. Returns will not be accepted if this sticker has been damaged or removed so please examine the Goods thoroughly to ensure you are completely satisfied with the product before removing this.
- c. Return postage, packaging and insurance will be your responsibility and you must follow our reasonable instructions. We recommend you use a tracked mail system and retain proof of postage. You must insure the Goods to their full value. You must ensure that you pack the Goods appropriately to prevent damage during transit. Packaging and insurance will be your responsibility. Watchfinder relinquishes all responsibility for the safe delivery of Goods in this instance. You shall send the goods back or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- d. You must return any Goods that are Faulty (including Paperwork, links, user manual, service papers and box as applicable) promptly and within 14 days of advising us of the relevant Faulty Good.
- e. If your Goods are Faulty on delivery, we will refund your reasonably incurred return postage costs provided you comply with our reasonable return instructions and you provide us with a copy receipt.
- f. If you are sending your watch in for a service at Time Services, we will return your watch to you once the work is completed by DHL or FedEx and postage will be at your cost.
- g. If we receive a watch for service work that is quoted but not proceeded, then a return postage cost will apply if you are based in Switzerland (unless the decision not to proceed with the work is ours, in which case no return postage charge will apply). If you are based outside of Switzerland, a courier will be selected at our discretion and postage and insurance costs will be payable by you.
- h. If you are based in Switzerland and have a valid claim against your warranty, we will provide you with a pre-paid envelope to return your watch to us and we will not make a charge for the postage and packaging costs of returning the watch to you (unless the work involves battery replacement and/or link addition or removal only, which in any event is not covered under warranty). We will charge for postage, packaging, insurance and all other taxes, fees and charges applied by customs incurred for work carried out under warranty if you are based outside of Switzerland. In all cases, you remain responsible for ensuring that you pack your watch appropriately to prevent damage during transit.
- i. i. If you are based outside of Switzerland, you may also have to pay import/export duty or other taxes, fees and charges applied by customs or other authorities for work carried out on your watch, particularly if you do not correctly complete the relevant declarations (you should mark the watch as a 'return for repair'). You must comply with all laws and regulations of your country. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. If you are unsure about whether these charges might apply to your order, you should contact your local tax or customs office for further information.

12. FAULTY GOODS

- a. We are under a legal duty to supply you with products that are in conformity with the contract.
- b. You must inspect the Goods as soon as reasonably practicable after delivery and you must inform us promptly if the Goods are faulty or not as described ('**Faulty**') upon delivery or if you discover faults later.
- c. You must take reasonable care of the Goods and you must return any Goods that are Faulty (including Paperwork, links, user manual, service papers and box as applicable) promptly and within 14 days of advising us of the relevant Faulty Good.
- d. On confirmation by us following inspection and/or testing that the Goods were Faulty on delivery and provided you were not made aware of the relevant fault at the time of purchase of the relevant Good, you will be entitled to the following remedies:
- e. you may ask us to refund your payment less any reasonable deduction for loss of or damage to Paperwork if the relevant Goods (including Paperwork, links user manual service papers and box as applicable) are returned within 30 days of delivery;
- f. you may ask us to replace the Goods, though you acknowledge that given the nature of the Goods that we sell, we may not be able to source a suitable replacement, and we are under no obligation to replace the Goods where this is impossible or imposes costs on us that are unreasonable, taking into account, amongst other things, the value which the Goods would have if they conformed to the contract of sale and the significance of the lack of conformity, in which case your remedy will be limited to either a refund or repair subject to the terms set out in this clause 12;
- g. you may ask us to repair the Goods, though we are under no obligation to repair the Goods where this is impossible or imposes costs on us that are unreasonable, taking into account, amongst other things, the value which the Goods would have if they conformed to the contract of sale and the significance of the lack of conformity, in which case your remedy will be limited to either refund or replacement subject to the terms set out in this clause 12; or

- h. if we are unable to repair or replace the Goods after one or more attempts, you may ask us to refund your payment less: a) any reasonable deduction in accordance with clause 12(j) for loss of or damage to Paperwork; and b) any reasonable deduction for wear and tear through use (the cost that equates to a refurbishment) if the relevant Goods (including Paperwork, links, User Manual Services papers and box as applicable) are returned after 6 months of delivery.
- i. All refunds payable under this clause 12 shall be paid 14 days of the Goods (including Paperwork, links user manual service papers and box as applicable) being returned to us following your election to receive a refund.
- j. You acknowledge that the Paperwork (where supplied) substantially increases the value of the Goods and that its absence or damage will affect the value of the Goods. If you return the Goods with missing or damaged Paperwork, we will make a reasonable deduction to the sum refunded to you not exceeding 25% of the purchase price.
- k. We reserve our rights to reduce any remedies if Paperwork is missing or damaged.
- l. Return postage, packaging and insurance will be your responsibility and you must follow our reasonable instructions. We recommend you use a tracked mail system and retain proof of postage. You must insure the Goods to their full value. You must ensure that you pack the Goods appropriately to prevent damage during transit.
- m. Given our reliance at times on third parties and a world-wide shortage of watchmakers, you acknowledge that a reasonable time for completion of a repair may extend to several months for Events Outside Our Control, for example where manufacturer involvement is necessary to carry out the repair (including in the sourcing of parts).
- n. If you buy several Goods from us as part of the same Order, and only some of these Goods are Faulty, you may return the Faulty Goods in accordance with this clause 12, but this does not entitle you to return other Goods which are not Faulty.
- o. To discuss a problem with your Order, please contact the sales advisor that dealt with your Order or alternatively you can contact our Customer Services team by telephone (01622 621388) or by e-mail (aftersales@watchfinder.ch).
- p. As a consumer, you have statutory rights in relation to Goods that are Faulty. Nothing in our Terms will affect your statutory rights.

13. YOUR RIGHT TO CANCEL

- a. Subject to clause 12(b), you have a right to cancel your Order during the period set out in clause 12(c) and receive a full refund.
- b. The cancellation right does not apply to Goods purchased from any of our premises and/or if the Goods have been adjusted to meet your specifications or personalised.
- c. Purchases made in store can be exchanged but not refunded when returned within 14 days of purchase in unused condition. If no exchange can be made on the day a credit note will be issued for the original purchase price. Please refer to clause 13(o) for further information on credit notes. This does not affect your usual consumer rights.
- d. You may cancel your Order for the Goods without giving any reason. The cancellation period will expire after 14 days from the day after the Goods are delivered to you or your nominated recipient. If your Order consists of multiple Goods this period will end the day after the last of the Goods are delivered.
- e. To exercise the right to cancel you must inform us, please either e-mail the sales advisor that dealt with your Order or e-mail our Customer Services team (aftersales@watchfinder.ch). You can also call us at +41 44 564 73 41, or write to us at Watchfinder Switzerland SA, City Centre Stockerhof, Dreikönigstrasse 31A, Zurich, CH-8002, Switzerland.
- f. If you cancel your Order we will reimburse you in full.
- g. We may make a deduction from the reimbursement for loss in value of any Goods as the result of any unnecessary handling by you. You must take reasonable care of the Goods and you must return the Goods (including Paperwork, links, user manual, service papers and box as applicable). The Goods must be in their original condition.
- h. You acknowledge that the Paperwork (where supplied) substantially increases the value of the Goods and that its absence or damage will affect the value of the Goods. If you return the Goods with missing or damaged Paperwork, we will make a reasonable deduction to the sum refunded to you not exceeding 25% of the purchase price.
- i. Returned Goods will be inspected by our servicing team and you will incur a charge for any Work necessary if the returned Goods are found to be damaged or otherwise compromised from you handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods.
- j. Return postage, packaging and insurance will be your responsibility and at your cost and you must follow our reasonable instructions. We recommend you use a tracked mail system and retain proof of postage. You must insure the Goods to their full value. You must ensure that you pack the Goods appropriately to prevent damage during transit.
- k. In the event that Goods are returned to you following a refused sale, packaging and insurance will be your responsibility. Watchfinder relinquishes all responsibility for the safe delivery of Goods in this instance.
- l. You shall send the goods back or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- m. Provided that you comply with the terms of this clause, your cancellation will be actioned upon within 14 days of the date we receive the returned Goods or from when we receive proof that you have sent the goods back to us,

whichever is the earliest. If a refund is appropriate, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.

n. Nothing in our Terms will affect your legal rights.

o. When a credit note is issued it is valid for an unlimited time and may be used against any item that we have in stock. If for any valid reason you choose to return an item purchased with a credit note, another credit note will be issued. When selecting your purchase:

If your credit note exceeds the purchase price of the stock item, no change will be given for the unused portion of the credit note. If you have a valid reason to return this item, another credit note will be issued to the value of the original credit note.

Where your credit note is less than the purchase price of the stock item, you must pay the outstanding payment balance. If you have a valid reason to return this item, another credit note will be issued for the original credit note amount and only the outstanding payment balance will be refunded back in the manner in which it was originally paid.

It is important to keep your original credit note safe as copies will not be accepted. The credit note must be presented prior to the point of purchase in order for the stock item to be collected or shipped.

14. OUR RIGHT TO CANCEL

- a. We may have to cancel an Order before the Goods are delivered, for example, due to an Event Outside Our Control or the unavailability of stock. We will contact you as soon as possible if this happens.
- b. If we have to cancel an Order and you have made any payment in advance for Goods that have not been delivered to you, we will refund these amounts to you within 7 Working Days (unless we reasonably suspect a fraudulent card payment, see clause 17).

15. OUR LIABILITY

- a. We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purposes, and we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- b. We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with a failure by us to comply with these Terms.
- c. Subject to clause 15(d), our total liability to you in respect of all losses arising under or in connection with the sale of the Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall (to the fullest extent permissible by law) in no circumstances exceed the purchase price paid for the Goods by you.
- d. Nothing in these terms shall limit or exclude our liability for any liability for which it would be unlawful for us to exclude or restrict liability (including but not limited to: (a) death or personal injury caused by our negligence; (b) our fraud or fraudulent misrepresentation).

16. EVENTS OUTSIDE OUR CONTROL

- a. We will not be responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by Events Outside Our Control. This does not affect your legal rights.
- b. An Event Outside Our Control means any act or event beyond our reasonable control including Acts of God, collapse of buildings, fire, flood, severe weather, explosion, accident, war, act of terrorism, industrial dispute (not involving our employees), acts of local or central government or other competent authorities, interruption or failure of utility services, interruption or failure of our Website or IT system caused by third parties, or delays or non-performance caused by third parties including manufacturers, banking providers, the Royal Mail, DHL or Fedex.

17. FRAUDULENT PAYMENTS

If we reasonably suspect a fraudulent payment by debit or credit card, then we will not dispatch any Goods and we will not carry out any refunds until authorised by your bank.

18. **BUY BACK GUARANTEE**

Some of our Goods benefit from our Buy Back Guarantee. If this is included in your Order, please take the time to read and understand our Buy Back Guarantee terms and conditions.

19. **PROMOTIONS**

If you wish to make an Order further to a promotion, please take the time to read and understand our Promotions terms and conditions.

20. **PRIVACY**

We only use your personal information in accordance with our Privacy Policy. Please take the time to read and understand our Privacy Policy as it includes important terms which apply to you.

21. **ENTIRE AGREEMENT**

These Terms (together with the documents expressly referred to in it) constitutes the entire agreement between you and us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between you and us, whether written or oral, relating to its subject matter.

22. **COMMUNICATIONS BETWEEN US**

- a. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail to Watchfinder at aftersales@watchfinder.ch or by pre-paid post to Watchfinder Switzerland SA, City Centre Stockerhof, Dreikönigstrasse 31A, Zurich, CH-8002, Switzerland.
- b. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you have given us.

23. **WAIVER**

- a. If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- b. A waiver by us of any default will not constitute a waiver of any subsequent default.
- c. No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

24. **SEVERABILITY**

If any court or competent authority decides that any of the provisions or paragraphs of these terms and conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

25. **THIRD PARTY RIGHTS**

Except as expressly provided, this contract is between you and us. No one other than a party to this contract shall have any right to enforce any of its terms.

26. **OUR RIGHT TO VARY THESE TERMS**

- a. We have the right to revise and amend these Terms from time to time.

- b. You will be subject to the terms and policies in force at the time that you place your Order with us, unless any change to those terms or policies is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those terms or policies before your Order is accepted by us (in which case we have the right to assume that you have accepted the change to the terms and policies by proceeding with your Order).

27. TRANSFER OF OUR RIGHTS AND OBLIGATIONS

We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

28. GOVERNING LAW AND JURISDICTION

- a. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland, excluding the United Nations Convention on the International Sale of Goods (the “Vienna Convention”).
- b. The parties agree that the competent courts in Fribourg, Switzerland shall have jurisdiction to settle any dispute or claim that arises out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).

29. OUR DETAILS

Watchfinder is a trading name of Watchfinder Switzerland SA, with its registered address at Route des Biches 9, 1752 Villars-sur-Glâne.

As a consumer, nothing in these Terms will affect your legal rights.

Part Exchange Promotion

* The following terms and conditions apply to the 500 CHF and 250 CHF reduction promotion respectively (the “Promotion”):

- a. To redeem the Promotion, please contact Watchfinder Switzerland SA (“Watchfinder”) by phone or email and reference this email, stating the Promotion and whether you would be interested in a part exchange or a new purchase.
- b. The Promotion is valid until 3rd April 2021 at 23:59 CEST.
- c. The Promotion will be used against a newly purchased watch (the “New Watch”). The New Watch will be automatically discounted at checkout, subject to the correct redemption of the Promotion, as per above;
- d. There will be no cash alternatives offered as part of or as a consequence of the Promotion;
- e. The Promotion is non-transferable and is personal to you;
- f. The Promotion cannot be used in conjunction with any other sale, offer, discount or promotion without Watchfinder’s written approval;
- g. The Promotion may be used against any product on watchfinder.ch and against any product in a Watchfinder operated brick and mortar store; and
- h. The sale of any goods purchased using the Promotion will also be subject to our “Buy a Watch” and “Sell Your Watch” terms and conditions, as applicable, which can be found here: <https://www.watchfinder.ch/terms-and-conditions>. If there are any contradictions between these terms and the “Buy a Watch” and “Sell Your Watch” terms and conditions, these terms will prevail.

SELL YOUR WATCH

INTRODUCTION

This section (together with the documents expressly referred to in it) tells you information about us and the terms and conditions on which you sell your watch.

These terms and conditions will apply to any contract between us for the sale of your watch either to us or through us. Please read these terms and conditions carefully and make sure that you understand them, before selling any items to us or through us. Please note that by selling us your watch or instructing us to sell your watch on your behalf, you agree to be bound by these terms and conditions and the other documents expressly referred to in it.

If you refuse to accept these terms and conditions, you will not be able to sell your watch to us or sell your watch via our website.

These terms and conditions should be read in conjunction with our "Privacy Policy" and "Terms of Website Use" terms and conditions.

Please ensure that you review clauses 14 and 18 as they include important limitations on, and exclusions of, our liability.

1. DEFINITIONS

a. The following definitions and rules of interpretation apply in these terms and conditions:

Our website, the website: : the website at the domain www.watchfinder.ch.

Watch, item: the watch (or any part of it) that you wish to sell either to us or through us together with any accompanying box, sales literature, promotional material and other documentation (where applicable).

We, us, our: Watchfinder Switzerland SA, with its registered address at Route des Biches 9, 1752 Villars-sur-Glâne.

Working Days: a day other than a Saturday, Sunday or public/bank holiday in Switzerland.

You, your: the person or other entity that wishes to sell an item either to us or through us.

b. Clause headings shall not affect the interpretation of these terms and conditions.

c. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. OUR CONTRACT WITH YOU

- a. If you would like to sell your watch to us you will need to provide us with details of your watch, including its model, make and condition, by either entering details on the "Sell Your Watch" page on our website or by navigating through our catalogue on the "Sell Your Watch" page to find the watch you wish to sell.
- b. Please provide information about your watch fully and accurately. Any quotation, whilst given in good faith, is derived from a combination of factors including without limitation the information supplied by you. The provision of inaccurate, false or misleading information by you may result in an inaccurate valuation which cannot be relied upon by you.
- c. You will then receive either an e-mail or an on-line notification with an initial valuation.
- d. Please note that we may request proof of purchase from you at our discretion by way of an original receipt or invoice, together with such other documents that we may reasonably request in connection with the purchase of your watch. Please see the section "Proof of Purchase" for further details.
- e. Any valuations are provided on a "subject to contract" basis and are not legally binding. We reserve the right to amend or withdraw the valuation at any time without liability to you.
- f. If you are happy with the initial valuation, then you will need to arrange for the watch to be posted to our offices in accordance with the clause governing "Delivery" below, or alternatively handed over in-store to our designated purchasing agent (the "Purchasing Agent"). The Purchasing Agent will then organise delivery of the watch to our offices.
- g. On receipt of your watch at our offices, the purchase of your watch is subject to due diligence checks which may include a search through The Watch Register (a subsidiary of the Art Loss Register) or similar, and also to an inspection. As soon as a clear check result is received, an inspection of your watch and any accompanying paperwork will then be carried out. We, or our Purchasing Agent, will then contact you by email with a final valuation for your watch. Any inspection or testing shall not reduce or otherwise affect your obligations under the contract, including without limitation those listed under "Your Undertakings" below.
- h. We may revise the valuation initially given where: (i) the watch does not fully comply with the information provided during the valuation process; (ii) the condition is such that it has a substantial impact on the value of the watch; (iii) other relevant factors not disclosed affect the valuation; and/or (iv) for any other reason.
- i. If you wish to proceed with a sale you will need to accept our final valuation. The contract between us will only be formed when you have accepted the final price quoted. Upon your acceptance we, or our Purchasing Agent, will then send you an e-mail either: (a) confirming the agreed sum to be paid (see "Payment" below), when payment will be made, and the payment method; or (b) where you are part-exchanging your watch for a new watch to be sold by the Purchasing Agent, we will issue you with a merchandise credit (and an associated unique reference number), which will be deducted from the purchase price of the new watch sold by the Purchasing Agent.
- j. You may purchase a watch from us in part-exchange of your current watch. The sale of your existing watch to us and your purchase of a watch from us shall be treated as separate contracts with the relevant terms and conditions applicable to each. In terms of the watch that you are selling to us in part-exchange, you are subject to these "Sell

Your Watch” terms and conditions. In terms of the watch that you purchase from us, you are subject to our “Buy a Watch” terms and conditions. The contract between us under these terms and conditions will only be formed when you have accepted the final price quoted. For further information, please see “Part-Exchanges” below. If you are purchasing a new watch from the Purchasing Agent in part-exchange of your current watch, in terms of the new watch that you purchase from the Purchasing Agent you will be subject to the Purchasing Agent’s terms and conditions of sale.

- k. Please note that if you visit our showroom, or the store of the Purchasing Agent, in order to sell your watch, we will need you to produce two forms of original identification. For further information, please see “Identification” below. If you sell in person, we will provide you with a quotation and, if this is accepted by you, the contract will be formed on your signature of our standard receipt.
- l. You can keep track of the process by logging into your Watchfinder account. We will also keep you regularly updated by e-mail.

3. PRICE AND PAYMENT

- a. The prices quoted by us and all payments made by us will be in Swiss Francs. The price quoted will be net; please see the VAT margin scheme for further details. If you need to refund any sum to us, this will also be in Swiss Francs. You will be responsible for the exchange rate and you are advised that refunds may be affected by such exchange rate.
- b. We will make payment to the bank account advised by you or where you are part-exchanging your watch for a new watch to be sold by the Purchasing Agent, we will issue you with a merchandise credit (and an associated unique reference number), which will be deducted from the purchase price of the new watch sold by the Purchasing Agent. Please note that you are responsible for ensuring the accuracy of your bank account details. We will not accept liability if you provide us with inaccurate bank details.
- c. Payment will be made by transfer and cleared funds may take approximately 7 Working Days to arrive after payment has become due. No liability is accepted by us for any delay which is unavoidable in the circumstances. We reserve the right to pay by any other payment method when and where reasonable. All bank details must be entered by you and you are responsible for the accuracy of these details.
- d. Payment to a nominated third party will generally be unacceptable. International sellers may be subject to an additional bank charge.
- e. In the event that we discover that the watch is counterfeit, lost, stolen or damaged or is not fully owned by you or any other undertaking provided by you under “Your Undertakings” or any other of your contractual obligations is breached, we have the option without prejudice to any other rights and remedies we may have to rescind the contract(s) and, if we choose to exercise this right, we will notify you by telephone and/or by e-mail as soon as possible upon discovery by us. In this case, payment will not fall due. If we have already made payment, or if you have already purchased a new watch from the Purchasing Agent by utilising the merchandise credit given in respect of your watch, you must refund us the full purchase price paid, or pay to us the full amount of the merchandise credit, within 7 days of receipt of notice from us. If the sale involved a part-exchange with us, please see “Part-Exchanges” below.
- f. Any outstanding monies owed to us, including without limitation any servicing costs agreed between us, will be deducted from any payment to you.
- g. The price quoted excludes import duty or other taxes, fees and charges (see “Customs” below).
- h. You will pay all amounts due under these terms and conditions in full without any deduction or withholding except as required by law and you will not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.
- i. It is always possible that, despite our efforts, we provide you with an incorrect valuation. If for some reason an error in the valuation quoted has occurred, we will rectify the valuation as soon as reasonably practicable after notification of the mistake. If the valuation error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to buy the items from you at the incorrect price. No liability whatsoever can be accepted by us for accidental mistakes or errors caused by system failures.

4. DELIVERY

- a. You will deliver the items:
 - a. to our premises at Watchfinder Switzerland SA, City Centre Stockerhof, Dreikönigstrasse 31A, Zurich, CH-8002, Switzerland, or as instructed by us prior to delivery (Delivery Location) during our normal business hours or as instructed by us; or
 - b. by handing the items in-store to the Purchasing Agent.
- b. Carriage, packing, insurance and any taxes or charges applicable shall be your responsibility and at your cost unless agreed otherwise (also see “Customs” below).

- c. You will ensure that the items are properly packed and secured in such manner as to enable the items to withstand the normal rigours of transit and reach the Delivery Location in good condition.
- d. Once you have accepted our initial valuation for your item, a delivery note will be generated by us and you will be e-mailed a link to access and print this note. All items posted to us should be accompanied by a delivery note. If your item is not accompanied by our delivery note, there could be a delay in processing your item on arrival at the Delivery Location. This will not apply to items handed to the Purchasing Agent where you are purchasing a new watch from the Purchasing Agent in part-exchange of your current watch.
- e. You must deliver the items to the Delivery Location at your own risk. We suggest that you obtain proof of posting. If you decide not to proceed with a sale for any valid reason we will return the items free of charge using the regular post if you are based in Switzerland. If you are based outside of Switzerland, a courier will be selected at our discretion and postage costs will be payable by you.
- f. Delivery of the items will be completed on the completion of unloading the items at the Delivery Location, or where relevant upon confirmed receipt of the items by the Purchasing Agent.
- g. Once at the Delivery Location, we will confirm receipt of your watch and it will be inspected. This will usually take no more than 72 hours.
- h. In exceptional circumstances and only by prior agreement, we may agree to collect the items directly from you. We may make a charge for this service.

Risk and title

- a. Your watch will be our responsibility from the time of delivery to the Delivery Location or where relevant upon confirmed receipt of the items by the Purchasing Agent.
- b. Ownership of the watch will pass from you to us when the contract has been completed between us namely (a) when the purchase price has been paid to you by us; or (b) where you are purchasing a new watch from the Purchasing Agent in part-exchange of your current watch, when we have issued you with the merchandise credit and associated unique reference number as described above under "Our Contract With You".

5. CUSTOMS & IMPORT/EXPORT OBLIGATIONS

If you are based outside of Switzerland, you may also have to pay import/export duties and/or other taxes, fees and charges applied by customs or other authorities. You may also need to make certain declarations and/or pay additional fees if your watch incorporates particular materials (for example, but without limitation, exotic skin straps or precious stones). You must comply with all laws and regulations of your country as well as the country to which you are sending your watch in this regard. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. If you are unsure about whether these charges and/or declarations might apply to your order, you should contact for instance your local tax or customs office for further information prior to sending your watch to us. We shall not be liable to you if you fail to comply with these obligations.

6. THE ITEMS

You will ensure that the items will:

- a. correspond with their description;
- b. be of satisfactory quality and as described and fit for any purpose held out by you or made known to you by us expressly or by implication, and in this respect we rely on your skill and judgement; and
- c. be free from defects in design, material and workmanship.

7. YOUR UNDERTAKINGS

You confirm that:

Information supplied by you

- a. all the information supplied by you to us before conclusion of a contract under "Our Contract With You" above is true, accurate and complete;
- b. you have not concealed any fact or matter concerning the identity, quality, history, provenance, authenticity, legal status or general character of the watch, which might be regarded by a reasonable buyer in our position as material to, or otherwise liable to influence, the decision to buy the watch;

Title

- c. the watch is your property and that you are entitled to sell the watch free from any charge, lien, burden or adverse claim, including any hire purchase or other credit arrangement. In particular:
 - a. the watch has not been reported to the manufacturer, police or any other authority as lost or stolen;
 - b. the watch is not subject to an undisclosed finance agreement; and
 - c. no other person has any claim to the watch, whether legal, equitable, possessory or otherwise;

Condition

- d. there are no undisclosed physical defects with the watch;
- e. the watch has not been an insurance "write-off" or subject to substantial remedial repairs;
- f. the watch has not been altered or tampered with;

Authenticity and provenance

- g. you accept that every element in the description of the watch, including its make, model and serial number, is a material and essential part of its identity and that the absence or non-fulfilment of any such element renders the watch in the perception of us and you radically and fundamentally different from the watch that you have agreed to supply;
- h. the serial numbers and documentation are original, genuine and accurate;

Taxes and Duties

- i. all charges, duties (customs or otherwise), taxes and/or any other fees due and payable by you to any customs, tax and/or other authority in respect of your original purchase, ownership, importation/export, and/or sale of the watch to us, have been paid in full.

You are fully responsible for any breach of the preceding conditions and remain so notwithstanding discovery of such breach by us. You are fully responsible for any breach of the preceding conditions and remain so notwithstanding discovery of such breach by us.

8. REMEDIES

- a. If the items do not comply with clause 6 (The Items) and/or you are in breach of any of the undertakings set out in clause 7 (Your Undertakings) and/or of any other of your obligations under the contract, then, without limiting any of our other rights or remedies, we will have the right to any one or more of the following remedies, whether or not we have accepted the items:
 - b. to terminate the contract;
 - c. to reject the items (in whole or in part) and return them to you at your own risk and expense;
 - d. to require you to provide a full refund of the price of the rejected items (if paid), or of the full amount credited to you where you have purchased a new watch from the Purchasing Agent in part-exchange of your current watch;
 - e. to claim damages for any other costs, loss or expenses incurred by us which are in any way attributable to your failure to carry out your obligations under the contract.
 - f. Our rights and remedies under these terms and conditions are in addition to our rights and remedies implied by law.
 - g. In addition to our Remedies set out above you agree to indemnify us against all liabilities, claims, losses, damages, costs (including legal/other professional costs) and expenses incurred by us as a result of a breach of any of your obligations under the contract, including, but without limitation, any third-party claims arising from any infringement of your obligations under clause 5 (Customs & Import/Export Obligations) and/or clause 7 (Your Undertakings).

9. LIEN

Without prejudice to any of our other rights or remedies, we shall have a general and particular lien over all items in our possession which are the property of you to secure payment by you of all sums due from you to us under any contract whatsoever.

10. PART-EXCHANGES

- a. For details of how the contract is made and the terms and conditions applicable for a part exchange with us, please see "Our Contract With You" above.
- b. A part exchange credit note will be agreed between us in writing, which will be used as part payment towards your purchase order. If an order is cancelled in which a part-exchange is involved, whether with us or with our Purchasing Agent, we may at our sole discretion offer either a return of your watch or payment of the part exchange credit note.

- c. In the event that we discover that the watch you are selling us in part-exchange either for another watch from us, or for a new watch from our Purchasing Agent, is counterfeit, lost, stolen or damaged or is not fully owned by you or any other undertaking provided by you under “Your Undertakings” or any other of your contractual obligations is breached, we and/or our Purchasing Agent have the option to rescind either or both contracts and, if we and/or our Purchasing Agent choose to exercise this right, we will notify you by telephone and/or by e-mail as soon as possible upon discovery by us. In this case, you must refund us all sums paid by us to you, or where relevant pay the full amount credited to you, within 7 days of receipt of notice from us. If we have already dispatched the watch you sought to purchase from us, you will further need to either return this watch to us or pay us the full purchase price for this watch.
- d. Where your part exchange credit note exceeds the purchase price of the watch you are agreeing to buy from us, we will issue you with the appropriate credit by bank transfer, subject to our usual terms and conditions relating to payments. Where your part exchange credit note is less than the purchase price of the watch you are agreeing to buy, you will need to pay the outstanding balance by bank transfer or such other method as agreed by both parties.

11. PROOF OF IDENTITY

- a. If you visit our offices or the store of our Purchasing Agent, in order to sell your watch, we will need you to produce two forms of original identification during your visit. We must be provided with acceptable means of identification before we can process any payment to you. We may take copies of this identification for our records.
- b. It will be necessary for you to produce the original of one document from each of the following two categories:

Proof of identity

- a. Current valid passport
- b. Current valid ID;
- c. Current driving licence; and
- d. Other (e.g. known employer identity card with photo and signature).

12. PROOF OF PURCHASE

- a. Wherever possible, we aim to collect proof of purchase with every transaction by way of an original receipt or invoice. A warranty card will not be accepted as proof of purchase.
- b. If proof of purchase cannot be provided, you will be referred to a senior member of staff who will evaluate the risks based on other information already provided by you as above.
- c. Please be aware that our decision to continue with the transaction without proof of purchase is at our complete discretion and we reserve the right to cancel the transaction at any time.

13. LOSS OR DAMAGE

- a. If any item you have posted to us, or which has been handed to the Purchasing Agent on our behalf is lost or damaged while it is with us or the Purchasing Agent, and you provide satisfactory proof that you posted it and we or the Purchasing Agent received it, we will attempt to find a suitable like-for-like replacement but, if unsuccessful, we will pay you compensation for the item based on the actual loss you suffer. The compensation will not exceed the latest price quoted by us to you for purchasing the item or the trade valuation price (whichever is applicable) at the time the item was lost or damaged less any of our costs including without limitation servicing fees.
- b. We will transfer the full settlement sum due to you on receipt of the same from our insurers, provided always that you will receive all amounts due within 30 days of notification by us to you of the loss or damage.

14. PRIVACY

Please review our Privacy Policy, which also governs your visit to Watchfinder.ch, to understand our practices. Where you are part-exchanging your watch for a new watch to be sold by the Purchasing Agent, we will share your personal information (names, contact details and addresses) with the Purchasing Agent for the purposes of your part-exchange and they will share your personal information with us for the purposes of collecting your watch from you. Please refer to the privacy policy of the Purchasing Agent for more information on how they process your personal information.

15. OUR LIABILITY

- a. We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in

connection with a failure by us to comply with these terms and conditions.

- b. Subject to clause 14(c), our total liability to you in respect of all other losses arising under or in connection with the sale by you of the items, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the latest price quoted by us to purchase your watch from you or the trade valuation (whichever is relevant).
- c. Nothing in these terms shall limit or exclude our liability for any liability for which it would be unlawful for us to exclude or restrict liability (including but not limited to: (a) death or personal injury caused by our negligence; and (b) our fraud or fraudulent misrepresentation).

16. ENTIRE AGREEMENT

- a. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

17. CONFLICT WITH OTHER AGREEMENTS

This contract constitutes the entire agreement between the parties. If there is any inconsistency between other communications and these terms and conditions, the latter shall prevail. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these terms and conditions.

18. NO PARTNERSHIP OR AGENCY

Except as expressly provided, nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

19. EVENTS OUTSIDE OF OUR CONTROL

We will not be responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control including without limitation Acts of God, fire, flood, severe weather, explosion, war, act of terrorism, industrial dispute (not involving Watchfinder employees), or acts of local or central government or other competent authorities. This does not affect your statutory rights.

20. COMMUNICATIONS BETWEEN US

- a. When we refer, in these terms and conditions, to "in writing", this will include e-mail.
- b. If you wish to contact us in writing, or if any clause in these terms and conditions requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Watchfinder Switzerland SA, City Centre Stockerhof, Dreikönigstrasse 31A, Zurich, CH-8002, Switzerland. We will confirm receipt of this by contacting you in writing, normally by e-mail.

21. WAIVER

- a. If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- b. A waiver by us of any default will not constitute a waiver of any subsequent default
- c. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

22. SEVERABILITY

If any court or competent authority decides that any of the provisions or paragraphs of these terms and conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

23. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. THIRD PARTY RIGHTS

This contract is between you and us. No one other than a party to this agreement shall have any right to enforce any of its terms.

25. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- a. We have the right to revise and amend these terms and conditions from time to time.
- b. You will be subject to the terms and conditions in force at the time that you agree to our terms and conditions, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before you agree to proceed with a sale (in which case we have the right to assume that you have accepted the change to the terms and conditions).

26. GOVERNING LAW AND JURISDICTION

- a. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland, excluding the United Nations Convention on the International Sale of Goods (the "Vienna Convention").
- b. The parties agree that the competent courts in Fribourg, Switzerland shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

27. OUR DETAILS

"Watchfinder" is a trading name of Watchfinder Switzerland SA, with its registered address at Route des Biches 9, 1752 Villars-sur-Glâne.

If you are a consumer, nothing in these terms and conditions will affect your statutory rights.

PRICE PROMISE

These terms and conditions (the "Terms") outline the basis on which Watchfinder Switzerland SA ("Watchfinder", "us") may make an offer lower in value than that of the advertised price of a watch on sale ("Advertised Watch") from an Authorised Watch Retailer (as defined below) for an equivalent watch on www.watchfinder.ch (the "Price Promise").

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- a. The Price Promise may only be used for an Advertised Watch sold directly by a reputable (in Watchfinder's reasonable opinion) watch retailer, via any reputable platform (an "Authorised Watch Retailer") that is operating in Switzerland and must be in the equivalent currency as Watchfinder's watches.
- b. The Price Promise will not apply if the Advertised Watch is being sold by a private individual, an outlet or factory store, membership-exclusive deals or auction prices.
- c. The Price Promise will not be applicable for Advertised Watches included a promotion or are discounted when an offer-code is applied with the Authorised Watch Retailer.
- d. The Price Promise may be applied multiple times against any valid Advertised Watch up until the point of sale if a less expensive Advertised Watch is found. For example: if a less expensive, alternative, Advertised Watch is found after the initial Price Promise has been agreed to, Watchfinder will, pursuant to these terms, lower the original offer so it is less expensive than the new, lower, price of the Advertised Watch.
- e. The Price Promise will not be applicable, and Watchfinder has no liability under the Price Promise, if a less expensive, alternative, Advertised Watch is found after the Watchfinder watch has been sold. No cash, refund (notwithstanding your standard consumer rights) or alternative payment will be available in this instance.
- f. The Advertised Watch must be identical in brand, model number, functionality and materials used in all elements of the watch.

- g. The Advertised Watch must be in stock and available for immediate purchase and delivery processing from the Authorised Watch Retailer and Watchfinder.
- h. Watchfinder reserve the right to refuse the Price Promise if it is uneconomical for us to beat the price of the Advertised Watch due to additional costs including, but not limited to, delivery costs, customs and import/export duties and applicable taxes. For example, if the sales price of the Advertised Watch is exceedingly low, with a higher-than-normal delivery cost, the Price Promise will not apply.
- i. The Price Promise will not be applicable if there is a clear and identifiable typographical error on the Authorised Watch Retailer's advertising.
- j. You will be responsible for evidencing the Advertised Watch's current, lower price to Watchfinder's satisfaction. Evidence shall include, but is not limited to, as requested by Watchfinder: a URL to the web page of the Advertised Watch; written evidence of the value of the Advertised Watch from the seller; or the contemporary, valid and existing advertisement that details the value of the Advertised Watch.
- k. The Advertised Watch must be accompanied by a manufacturer or Authorised Watch Retailer warranty.
- l. The Advertised Watch must be accompanied by at least the equivalent watch box and warranty documentation as the equal watch would have on Watchfinder (for example: if there the original manufacturer warranty is still applicable on Watchfinder's watch but not the Advertised Watch, this would not qualify for the Price Promise).
- m. The condition of the Advertised Watch must not significantly deviate from Watchfinder's watch. The decision on the condition of the Advertised Watch will ultimately be Watchfinder's.
- n. The Advertised Watch must be newer or no older than six (6) months older than Watchfinder's watch.
- o. The Price Promise will not include any postage, packaging or administrative fees.
- p. Any transaction made using the Price Promise, including by how much Watchfinder will lower the price of their watch below the Advertised Watch's advertised price, will ultimately be at Watchfinder's discretion.
- q. Watchfinder reserve the right to refuse the Price Promise against an Advertised Watch that you have already made payment towards (this includes any part-payments or deposits towards a watch).
- r. Watchfinder reserves the right to withdraw the Price Promise at any time.

Any transaction completed pursuant to the use of the Price Promise will be subject to Watchfinder's "Buy a Watch" terms and conditions, found here: <https://www.watchfinder.ch/terms-and-conditions>.

These Terms shall be governed and construed in accordance with the laws of Switzerland. Nothing in these Terms will affect your statutory rights.

BUY BACK GUARANTEE

Your watch may be accompanied by our buy back guarantee (if advised accordingly), which means that we guarantee to purchase your watch from you for a sum of at least the value stated in your buy back letter (the "Offered Price") on or after two years following your purchase of the watch from us, subject to the following terms and conditions.

The buy back guarantee is subject to us inspecting your watch and your watch being returned us in good and saleable condition with all associated boxes, paperwork, link(s) and all other components (where applicable). Any devaluation as a result of a missing box, paperwork, link(s) and/or components will lead to a deduction from the Offered Price. Any servicing or refurbishment work deemed as necessary by us will be deducted from the Offered Price. In particular, we may make deductions from the Offered Price for wear of the watch strap, glass, clasp and other cosmetic damage, as well as wear-and-tear and damage caused to your watch by accidents, mishandling, mistreatment or negligence.

If you've been provided a "Part Exchange Only" buy back guarantee, the amount paid will be offered only as credit against another stock item. You will not be paid in any other form, including without limitation by cash, cheque or bank transfer. Where the Offered Price is more than the purchase price of the watch you wish to purchase from us, we will not issue you any change. Where the Offered Price is less than the purchase price of the watch you wish to purchase from us, you must pay us the outstanding balance. The transaction will be subject to our usual 'Buy A Watch' and 'Part-Exchange' (please see 'Sell Your Watch') terms and conditions, as amended from time to time. If an order is cancelled, a credit note will be issued or your watch returned to you if not sold, at our discretion. Any subsequent purchases may not benefit from the buy back guarantee. Please see 'Buy a Watch' clause 13(o) for further detail on a credit note.

In order to maintain your buy back guarantee, you will need to return your watch to us at least once every 2 years from and including the date of purchase so that we may carry out a health check on your watch (date of purchase means the date that we receive full and cleared funds for the purchase price of your watch). For example, if we receive your final payment on 05 February 2020, you will need to return your watch to us so that we receive it by 04 February 2022 and then subsequently at two-yearly intervals i.e. by 04 February 2024, 04 February 2026 etc.) Please note that for the purposes of your free health check, the earliest date on which we will accept your watch is 1 calendar month prior to the relevant due date (so, in the example above for the first health check, 04 January 2014). We will endeavour to send you reminders prior to each health check due date, though are under no obligation to do so.

The buy back guarantee will be invalidated in the event that a third party carries out any tests or work on your watch (including, without limitation, dismantling your watch to carry out an inspection) without our prior knowledge and consent.

The use of aftermarket components can severely compromise the technical performance, reliability and waterproofness of your watch. Any modification of your watch by the addition or substitution of components by aftermarket products that have not been provided by the manufacturer will invalidate the buy back guarantee.

If your health check reveals any issue with your watch that is covered by our warranty (please see our full warranty terms and conditions), then we will notify you accordingly and, on your instruction, carry out our recommended works free of charge. We will not be liable for the costs of any service and/or repair work revealed as necessary following the health check carried out by us if such work is not covered by the terms of our warranty.

Please note that you must securely deliver the watch to our appropriate service centre as advised and with adequate insurance, whether for the health check or to return your watch under the buyback scheme or for any other reason, which shall be your responsibility and at your cost unless stated otherwise. If you are based in Switzerland and you have returned your watch to us for the free health check, we will not make a charge for the postage and packaging costs of returning the watch to you. We will charge for postage and packaging and all other taxes, fees and charges applied by customs incurred for returning your watch to you if you are based outside of Switzerland.

Your buy back guarantee is personal to you and is non-transferable. The terms of this Buy Back Guarantee are in addition to your legal rights.

WARRANTY

Our pre-owned watches are accompanied either by our Full or Limited 24 month warranty (the "Warranty") from the day you receive your watch, protecting your watch against manufacturing and mechanical defects, subject to the following terms and conditions. Our Warranty does not include new watches that remain under cover of the Manufacturers' warranty.

If your watch is protected by a Limited Warranty, given its age, we do not guarantee that your watch will keep typical expected tolerances for timekeeping, and it is no longer suitable for use in wet environments or submersion in water.

Your Warranty will be registered to your current postal address. To ensure your Warranty remains valid, please make sure that you inform us of any changes to your contact details without delay, including your full name, postal address, email address and telephone number. If the goods are being purchased with the intention of being a gift, we would require the contact details of the intended recipient.

The Warranty does not cover theft or loss of your watch, normal wear-and-tear, damage caused to your watch by accidents, mishandling, mistreatment or negligence (including, without limitation, damage caused by failure to follow manufacturer and/or our instructions). In particular, wear of the watch strap, glass, clasp and cosmetic damage are not covered by our Warranty. If your watch is covered by our Limited Warranty, deviations in time-keeping or damage caused to your watch by water ingress are not covered by our Warranty.

If your watch is returned to us due to a valid claim against our Warranty whilst it is still protected by the manufacturer warranty, we reserve the right to proceed with the works through the manufacturer warranty in the first instance.

Your Warranty will be invalidated in the event that a third party carries out any tests or work on your watch (including, without limitation, dismantling your watch to carry out an inspection) without our prior knowledge and consent.

The use of aftermarket components can severely compromise the technical performance, reliability and waterproofness of your watch. Any modification of your watch by the addition or substitution of components by aftermarket products that have not been provided by the manufacturer will invalidate your Warranty.

In the event of a claim against your Warranty, we will refund, repair or replace your watch at our sole discretion. Time will not be of the essence for completion of any works carried out under Warranty.

We have the final decision on all claims against our Warranty. If any dispute arises in connection with the Warranty, we reserve the right to instruct an independent third party watchmaker nominated by us to determine the issues in dispute, though are under no obligation to do so. The conclusion in the report to be provided by the third party will be binding as between the parties. Please note that the recommendations of the manufacturer are expressly excluded for the purposes of our Warranty, where such recommendations conflict with our advice.

If you are based outside of Switzerland, you may have to pay import duty or other taxes, fees and charges applied by customs or other authorities of your country for work done under Warranty, particularly if you do not correctly complete the relevant declarations.

Please note that you must securely deliver the watch to our service centre as advised and with adequate insurance, whether for the health check or to claim against your Warranty or for any other reason, which shall be your responsibility and at your cost unless stated otherwise. If you are based in Switzerland and have a valid claim against your Warranty, we will not make a charge for the postage and packaging costs of returning the watch to you (unless the work involves battery replacement only). We will charge for postage and packaging and all other taxes, fees and charges applied by customs incurred for work carried out under Warranty if you are based outside of Switzerland.

Delivery of the watch will be completed when we deliver the watch to the address given in your order or when the watch is collected from our offices (by you or your representative).

If you arrange for another courier to collect the watch, delivery will be completed when the watch is collected from our offices. This means that we will not be responsible if the watch is lost or damaged in the course of transit.

The watch will be your responsibility from the completion of delivery.

Your Warranty is personal to you and is non-transferable. The Warranty is in addition to your legal rights.

If you wish to make a claim against your Warranty, please contact a member of our warranty team by calling **+41225017893** (press 1 for Aftersales) or emailing aftersales@watchfinder.ch.

VALUATIONS

If Watchfinder is instructed by a customer to carry out such a valuation, the following terms and conditions apply:

1. Watchfinder must physically inspect the watch.
2. The watch must be delivered by the customer to premises designated by Watchfinder.
3. The watch is your responsibility until it reaches our office. Please ensure you package your watch to prevent any damage to the item. We recommend you obtain proof of posting.
4. All deliveries and insurance costs of the watch while in transit are at the customer's expense.
5. Watchfinder will not be bound by any description provided or assumed by either party which, after investigation, proves to be different from that stated on submission of the watch by the customer.
6. A Watchfinder valuation will not prove to verify the provenance of the customer's watch.
7. Watchfinder shall not be liable for the repair of any watch which is revealed as required as a result of Watchfinder carrying out the valuation procedure.
8. The customer shall provide Watchfinder without delay any information that Watchfinder reasonably requires in order to complete the valuation process, which shall include an on-going obligation on the customer to provide Watchfinder without delay any information which could affect the level of valuation, and shall inform Watchfinder without delay in the case of any discrepancy between a Watchfinder valuation and valuations carried out by other parties.
9. Watchfinder reserves the right at its sole discretion to decline to accept any instruction by a customer for a watch valuation.
10. **The Time Services terms and conditions apply to any valuation we give. Please note that Clause 9 of the Time Services terms and conditions below includes important limitations of our liability for work carried out by us and third parties. If you do not accept this clause, please either arrange your own insurance accordingly or do not send your watch to us.**

TIME SERVICES

INTRODUCTION

These terms and conditions will apply to any contract between us for any work that either we carry out for you or we instruct to be carried out on your behalf. By requesting a quotation, you agree to these terms and conditions.

These terms and conditions should be read in conjunction with any other terms and conditions referred to in this document.

We draw your attention to clauses 5(h) and 5(i) below where we are either unpaid or you fail to collect your watch within 12 months.

Please also ensure that you review clauses 4, 9 and 14 as they include important limitations on, and exclusions of, our liability for work carried out by us and third parties. If you do not accept this clause, please either arrange your own insurance accordingly or do not send your watch to us.

1. DEFINITIONS

a. The following definitions and rules of interpretation apply in these terms and conditions:

Refurbishment: a valet service of your watch to clean and restore shine.

Service: the servicing and/or repair of your watch, which may involve without limitation an overhaul of the movement, the addition or substitution of parts or other work.

Time Services warranty: the warranty provided when Time Services originally carries out chargeable work on your watch.

Watch: the watch (or any part of it) that is the subject of the quotation and (if proceeded) the work.

Watchfinder warranty: the warranty provided by Watchfinder on the original sale of your watch to you.

We, us, our: Watchfinder Switzerland SA, with its registered address at Route des Biches 9, 1752 Villars-sur-Glâne.

Website: the website at the domain www.watchfinder.ch.

Work: servicing, refurbishment, battery replacements, testing, links (addition or removal) and/or other work as applicable.

You, your: the person or other entity that instructs us to carry out work on the watch.

b. Clause headings shall not affect the interpretation of these terms and conditions.

c. A reference to writing or written includes e-mail.

d. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. WHAT TO EXPECT

a. We will assess your watch on receipt to determine the scope of work required, unless your instructions are limited (for example, to add/remove links or to replace a battery only, in which case we will not carry out a full diagnostic investigation unless requested).

b. We may need to dismantle your watch in order to determine the scope of work required, which you consent to by providing us with your watch (unless your watch is covered by a manufacturer warranty, in which case we will arrange for your watch to be sent to the manufacturer unopened unless you instruct otherwise).

c. Once we have determined the scope of work required, we will provide you with a written quotation. No work will be started until you have accepted our quotation and given us permission to start work (see clause 8 regarding your right to cancel), either orally or in writing. If you choose not to proceed with the work, we will charge you for return postage (please see 'Price and Payment' below).

d. Any quotation that we give either before receipt of your watch or before we have had an opportunity to carry out a full assessment of your watch, though given in good faith, is an estimate only. We may need to alter our quotation once we have carried out a full inspection.

e. Although we carefully assess your watch on receipt to determine the scope and cost of work required, we reserve the right to charge for any unforeseeable work, additional parts or increase in the cost of parts. If this is necessary, we will notify you as soon as possible to obtain your consent.

f. If you choose for your watch to be returned to you before completion of the work, we reserve the right to charge for work completed until the date you notify us of the same. In this event, your watch will not be accompanied by our warranty and may be returned to you dismantled and/or non-water resistant. See clause 8 regarding your right to cancel.

g. We reserve the right (though are under no obligation) to refuse to carry out (or arrange to be carried out) any work on your watch for any reason (for example, because we feel that the work requested would prove detrimental to the character of the watch). We will inform you accordingly and provide you with a full refund if you have paid us in advance.

h. All refurbishments must be accompanied by our service; we do not offer refurbishments as a standalone service. We will use reasonable care and skill in refurbishing your watch, which extends to all visible metal parts (including metal straps and cases) and may include plexi glass, but it may not be possible to remove some scratches, dents or marks. Unfortunately, we cannot refurbish gold-plated watches, crystal glass or sapphire glass. We will need to inspect white gold watches to determine whether or not we can offer a refurbishment.

i. Where in our opinion your watch requires replacement parts, we will fit only genuine and exact replacement parts whenever possible. If we are unable to do this, we will obtain your consent to use non-genuine parts before proceeding.

j. If work carried out on your watch involves the replacement of components and you request the return of the original components to you, we will use reasonable endeavours to comply with your request though are under no obligation to do so. In particular, we have no control over third parties including manufacturers to ensure such requests are met. Many manufacturers will only supply parts on an exchange basis.

k. If at any time we need to take your instructions/obtain your consent under these terms and conditions, we may do so either orally or in writing, though we reserve the right to request that you confirm your instruction in writing before we proceed.

l. Without prejudice to clause 4(e), we will carry out all work with reasonable care and skill.

3. TIME FOR COMPLETION OF WORK

- a. We shall perform the Services within a reasonable time taking into account our reliance on third party provider and use reasonable endeavours to meet any anticipated completion date where given. All dates quoted for completion of the work are estimates only and you acknowledge that a reasonable time for completion of the work may extend to several months for factors outside of our reasonable control, for example where manufacturer involvement is necessary (including without limitation in the sourcing of genuine and non-genuine parts).

4. EXTERNAL WORK

- a. If we are unable to carry out work on your watch in our workshop (for example, because your watch is still covered by its original manufacturer warranty or because we cannot source the essential parts required for your watch), we may need to outsource your watch to a manufacturer.
- b. If we need to send your watch to a manufacturer, this is likely to increase the cost (unless completed under warranty) and time for completion of the work. We will only send your watch to a manufacturer with your consent.
- c. We will provide you with a copy of the manufacturer's quotation as soon as possible after receipt by us for your approval, either orally or in writing. You acknowledge that we act as an intermediary only and that we have no control over their quotation and any additional charges incurred.
- d. If you do not accept the manufacturer quotation and choose not to proceed with the work, an administrative charge may be applied by them. We will seek to warn you in advance where possible of potential administrative charges, but in any event you agree to reimburse us any such charges.
- e. While we will make reasonable efforts to ensure reasonable standards of skills, integrity and reliability in the third parties we instruct to carry out work on your watch on your behalf and to comply with your requirements, you accept and agree that we give no warranty as to the suitability of any third party for any work.
- f. **Without prejudice to clause 9(a), we do not accept any liability whatsoever in relation to the work carried out by manufacturers.**
- g. You may benefit from a warranty provided by the manufacturer. For details of the applicable terms and conditions, please refer to the manufacturer's warranty. We do not guarantee the work carried out by third parties.
- h. If you are a consumer, a manufacturer's warranty is in addition to your legal rights.

5. PRICE AND PAYMENT

- a. The price you pay depends on the work that either we or a third party agree to carry out on your behalf.
- b. A servicing quotation is available on request. Please contact a member of our team in relation to any other work.
- c. If you have a valid claim against our warranty (whether a Watchfinder warranty or a Time Services warranty), then we will carry out the work free of charge, subject to our 'Time Services Warranty' clause below.
- d. The price quoted to you is in Swiss Francs unless advised differently. You will be responsible for the exchange rate and you are advised that any refunds may be affected by such exchange rate. Payments must be made in Swiss Francs and any refunds will only be issued in Swiss Francs.
- e. The price quoted includes VAT (or similar sales tax).
- f. The price for the work excludes delivery costs (between us and you and between us and the manufacturer if applicable), which will be added to the total amount due (please see 'Delivery' below).
- g. If we receive a watch for work that is quoted but not proceeded, then you may be charged a return postage cost. If you are based outside of Switzerland, a courier will be selected at our discretion and postage and insurance costs will be payable by you.
- h. All fees due to us must be paid by you before we can arrange to return your watch to you. Without prejudice to any of our other rights or remedies, we shall have a general and particular lien over all items in our possession which are the property of you to secure payment by you of all sums due from you to us under any contract whatsoever.
- i. **We reserve the right (without prejudice to our other rights and remedies) to sell any uncollected or unpaid watches 12 months after the completion date to recover the outstanding money owed to us. We will notify you of the same at least one month before we seek to exercise this right. We will deduct money outstanding to us and our administrative charges in exercising this right from the sums achieved, and seek to return any balance to you (provided you give us your current bank details).**

6. TIME SERVICES WARRANTY

- a. Any chargeable work (excluding without limitation work carried out under our Watchfinder warranty) which involves a full service including a complete overhaul of the movement will entitle you to a 24-month Time Services warranty, protecting your watch against defects arising from our work. Any minor repairs will only be guaranteed to the extent of the exact work carried out.

- b. Your warranty is valid from the date of completion of the work. Any work carried out under our warranty (whether a Watchfinder warranty or a Time Services warranty) will not extend the warranty period.
- c. Your warranty will be registered to your current postal address. To ensure your warranty remains valid, please make sure that you inform us of any changes to your contact details without delay, including your full name, postal address, e-mail address and telephone number.
- d. Our warranty does not cover theft or loss of your watch, normal wear-and-tear, damage caused to your watch by accidents, mishandling, mistreatment or negligence (including, without limitation, damage caused by failure to follow manufacturer and/or our instructions). In particular, components not fitted by us, battery replacements, wear of the watch strap, glass, clasp and cosmetic damage are not covered by our warranty.
- e. Your warranty will be invalidated in the event that a third party carries out any tests or work on your watch (including, without limitation, dismantling your watch to carry out an inspection) without our prior knowledge and consent.
- f. In the event of a claim against your warranty, we will seek to repair your watch free of charge (excluding any parts necessary). You will need to notify us of your claim as soon as reasonably possibly after your discovery of a problem with your watch, and in any event no later than 2 weeks after you first notice the problem. We will seek to complete the work within a reasonable period of time, but you acknowledge that a reasonable period of time may extend to several months when unavoidably caused by factors beyond our reasonable control, particularly given our reliance on third parties and the worldwide shortage of watchmakers. Please see clause 3 above.
- g. As stated above, we do not provide a warranty where the work is completed by a manufacturer.
- h. We have the final decision on all claims against our warranty. If any dispute arises in connection with the warranty, we reserve the right to instruct an independent third party watchmaker nominated by us to determine the issues in dispute, though are under no obligation to do so. Please note that the recommendations of the manufacturer are expressly excluded for the purposes of our warranty, where such recommendations conflict with our advice.
- i. You must comply with our delivery instructions (see 'Delivery' below).
- j. Your warranty is personal to you and is non-transferable, though may be transferred with our written consent. The warranty is in addition to your legal rights.
- k. If you wish to make a claim against your warranty, please contact a member of our servicing team by calling **+41225017893** or emailing aftersales@watchfinder.ch.

7. DELIVERY

- a. You must return the watch to our showroom unless advised differently. If sending via mail, postage, packaging and insurance will be your responsibility and at your cost (we recommend you follow our instructions, including by using a tracked mail system and retaining proof of postage). Please ensure that you pack your watch appropriately to prevent damage during transit.
- b. If you are based within Switzerland, we will return your watch to you once the work is completed by DHL or FedEx and postage will be at your cost. If you are based outside of Switzerland, a courier will be selected at our discretion and postage and insurance costs will be payable by you.
- c. If you are based in Switzerland and have a valid claim against your warranty, we will provide you with a pre-paid envelope to return your watch to us and we will not make a charge for the postage and packaging costs of returning the watch to you (unless the work involves battery replacement and/or link addition or removal only, which in any event is not covered under warranty). We will charge for postage, packaging, insurance and all other taxes, fees and charges applied by customs incurred for work carried out under warranty if you are based outside of Switzerland. In all cases, you remain responsible for ensuring that you pack your watch appropriately to prevent damage during transit.
- d. Delivery of the watch will be completed when we deliver the watch to the address you gave us or you collect the watch from us (we require ID for collections). Please note that if you arrange for your own courier to collect your watch or choose another postal method, delivery will be completed when the watch is collected from our offices.
- e. Please see clause 9 below in relation to our maximum liability. We recommend that you check your household insurance policy to ensure that your watch is covered whilst it is with us and whilst in transit back to you, or arrange an appropriate extension to your policy.
- f. Risk in the watch will pass to you on completion of delivery.
- g. If you are based outside of Switzerland, you may also have to pay import/export duty or other taxes, fees and charges applied by customs or other authorities for work carried out on your watch, particularly if you do not correctly complete the relevant declarations (if based outside the EU, ordinarily you should mark the watch as a 'return for repair'). You must comply with all laws and regulations of your country. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. If you are unsure about whether these charges might apply to your order, you should contact your local tax or customs office for further information.

8. YOUR RIGHT TO CANCEL

- a. You have a right to cancel this contract without giving any reason. The period will expire 14 days from the day after you agree our quotation to carry out the service or 14 days after your watch is returned following a service where we have also supplied parts. When you agree to our quotation we will also ask your permission to start work during the cancellation period - see clauses 8(d) and 8(e) below.
- b. To exercise the right to cancel you must inform us, please either e-mail the sales advisor that dealt with your Order or e-mail our Customer Services team (aftersales@watchfinder.ch). You can call +41 44 564 73 41 or write to us at Watchfinder Switzerland SA, City Centre Stockerhof, Dreikönigstrasse 31A, Zurich, CH-8002, Switzerland.
- c. To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired
- d. If we are carrying out a service without supplying any parts, and you have given us permission to start work on your watch during the cancellation period, you will pay us an amount which is in proportion to the work that we have completed up to when you communicated us your cancellation from this contract, in comparison with the full price of the contract. If we have completed the work you will lose the right to cancel this contract. In the event that you are due any reimbursement we will refund you within 14 days from when you informed us of your wish to cancel. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.
- e. If we are carrying out a service which includes supplying parts, and you have given us permission to start work on your watch during the cancellation period, you will pay us an amount which is in proportion to the work that we have completed up to when you communicated us your cancellation from this contract, in comparison with the full price of the contract. If we have completed the work you will have to pay our full labour costs. With regard to any parts that we have supplied:
 - a. We may make a reduction in any reimbursement for the price of the parts to take account of any loss in value due to them being fitted into your watch
 - b. It will be your responsibility to remove the parts from your watch, if we have returned it to you, and return them to us at your cost
 - c. You shall send the parts back or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the parts before the period of 14 days has expired
 - d. Provided that you comply with the terms of this clause 8, you will be reimbursed within 14 days of the date we receive the returned parts or from when we receive proof that you have sent the parts back to us, whichever is the earliest. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.
 - e. Nothing in our Terms will affect your statutory rights.

9. OUR LIABILITY

- a. Nothing in these terms and conditions shall limit or exclude our liability for any matter in respect of which it would be unlawful for us to exclude or restrict liability (including without limitation: (a) death or personal injury caused by our negligence; and (b) our fraud or fraudulent misrepresentation).
- b. Subject to the clauses 9(a), we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information; or (vii) any indirect or consequential loss arising under or in connection with work carried out under these terms.
- c. In the event that we lose or damage your watch, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of your watch if we have been negligent.
- d. Without prejudice to clauses set out above, we shall not be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with: (i) a failure by you to reclaim or pay for your watch within 12 months of the date of completion of the work; (ii) any sentimental or other non-commercial value stated by you to attach to your watch; (iii) the mechanical workings of your watch, either whilst the watch is in our possession or after work has been completed on your watch, unless you instruct us to carry out a full service of your watch which includes a complete overhaul of the movement; (iv) components not replaced by us; (v) any refusal by a manufacturer or other parties to carry out work under warranty or otherwise as a result of work carried out by or on behalf of us (including without limitation due to the addition of non-genuine parts with your consent); (vi) work carried out by us or others where you have been warned by us that such work may damage your watch, where you have nevertheless provided your consent for the work to be carried out; (vii) the instruction by us to a third party for work to be carried out on your watch on your behalf; or (viii) any that was not caused by our breach of these terms.
- e. Subject to clause 9(a), our total liability to you in respect of all other losses arising under or in connection with work carried out on your watch, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

shall in no circumstances exceed the market value of your watch as estimated by us (whichever is lower).

10. **WAIVER**

- a. If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- b. A waiver by us of any default will not constitute a waiver of any subsequent default.
- c. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

11. **SEVERABILITY**

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law. If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

12. **ENTIRE AGREEMENT**

These terms and conditions and all other documents referred to in these terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

13. **THIRD PARTY RIGHTS**

This contract is between you and us. No one other than a party to this agreement shall have any right to enforce any of its terms.

14. **EVENTS OUTSIDE OF OUR CONTROL**

We will not be responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by events outside our reasonable control including without limitation Acts of God, fire, flood, severe weather, explosion, war, act of terrorism, industrial dispute (whether or not involving our employees), or acts of local or central government or other competent authorities. This does not affect your legal rights.

15. **NO PARTNERSHIP OR AGENCY**

Except as expressly provided, nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

16. **COMMUNICATIONS BETWEEN US**

- a. If you wish to contact us in writing, or if any clause in these terms and conditions requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to aftersales@watchfinder.ch or Watchfinder Switzerland SA, City Centre Stockerhof, Dreikönigstrasse 31A, Zurich, CH-8002, Switzerland. We will confirm receipt in writing, usually by e-mail for expediency.
- b. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- a. We have the right to revise and amend these terms and conditions from time to time.

- b. You will be subject to the policies and terms and conditions in force at the time that you proceeded your work with us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).
- c. No other variation of these terms and conditions shall be effective unless it is in writing signed by the parties (or their authorised representatives).

18. GOVERNING LAW AND JURISDICTION

- a. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Switzerland.
- b. The parties irrevocably agree that the competent courts in Fribourg, Switzerland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

19. OUR DETAILS

'Time Services' and 'Watchfinder' are trading names of Watchfinder Switzerland SA, with its registered address at Route des Biches 9, 1752 Villars-sur-Glâne.

If you are a consumer, nothing in these terms and conditions will affect your legal rights.

PROMOTIONAL AND DISCOUNT CODES

Watchfinder may, from time to time, issue promotional codes for discounts and other promotions on select Watchfinder products ("Promo Codes").

1. All Promo Codes must be used within the time frame provided for on the communication of the Promo Codes. Unless otherwise agreed by Watchfinder in writing, Promo Codes are limited to one use, are non-transferrable and no cash alternative will be provided. Any other specific terms of Promo Codes will be provided on each issuance of a Promo Code.
2. To receive the benefit of the Promo Code, you must fulfil any specific criteria set out on the communication of the Promo Code (example: sign up to our newsletter before a certain date), if any, and enter a valid Promo Code in the relevant box at the online checkout. You may be able to use Promo Codes in one of Watchfinder's local stores, if set out in the specific Promo Code communication. To do so, please quote the valid Promo Code when in store to activate it.
3. Unless Watchfinder agrees otherwise, Promo Codes cannot be used in conjunction with any other discount, promotion or offer run by Watchfinder.
4. Watchfinder reserves the right to suspend or revoke any Promo Codes at any time without notice to you.

MAKE AN OFFER

Where the 'Make an Offer' option appears on our website, you may make an offer to buy the watch in question subject to the following terms and conditions:

1. We are under no obligation to accept the highest or any offer made.
2. Offers exclude postage and packaging costs and all other charges, including but not limited to any credit card charges.
3. We endeavour to respond to all offers within 2 hours of the offer being made during normal working hours. However, time is not of the essence and if Watchfinder does not respond to you within 2 hours, the offer will remain valid.
4. If we decline your offer, we may contact you in order to make a counteroffer.
5. If we accept your offer, which will usually be communicated either by phone or by email, you are required to complete the transaction.
6. If we accept your offer, our usual terms and conditions of sale apply (please see "Buy a Watch").

Unlock CHF 300 Off Omega Watches

The Unlock CHF 300 off Omega watches (the "Sale") will be subject to these Terms and Conditions:

- a. This Sale is run by Watchfinder Watchfinder Switzerland SA ("Watchfinder").
- b. This Sale is available online, on our website, and in any Watchfinder boutique and will consist of discounted Eligible Items (as defined below).

- c. These terms and conditions supplement Watchfinder's standard terms and conditions of sale on Watchfinder's [website](#). In the event of any conflict between these terms and conditions and our standard terms and conditions of sale, these terms and conditions shall prevail.
- d. The Sale discount will be applied automatically at the checkout to eligible items that are on the Sale landing page: <https://www.watchfinder.ch/promo/omega-promocode> ("Eligible Items").
- e. The Sale discount is available on Eligible Items ordered from 16/02/2024 12:16 GMT, up to and including 24/02/2024 04:59 GMT.
- f. Watchfinder will alternate the stock within the Sale from time to time and reserves the right to do so without prior notice.
- g. This discount cannot be combined with any other promotion, discount or offer, unless agreed in writing by Watchfinder.
- h. This discount is non-transferable, non-exchangeable and no cash alternative is offered.
- i. Each discount on the Eligible Items is set on an individual basis by Watchfinder.
- j. Watchfinder reserves the right to cancel, suspend, or modify the operation and conduct of this Sale at any time without notice.
- k. For more information on how Watchfinder Watchfinder Switzerland SA uses your personal data, please refer to our [Privacy Policy](#).
- l. Nothing in these terms and conditions affects your statutory rights.

TERMS OF WEBSITE USE

Last updated: December 2018

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