

# 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 **(1(646) 837-7583)** or by email (NewYorkOffice@watchfinder.com).

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

You should save these terms and conditions for future reference.

Watchfinder & Co.'s services are not available in Canada and Watchfinder & Co. does not ship to Canada.

**Please ensure that you review Clauses 14 and 15 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:

**Box:** the genuine manufacturer's box, if any, that accompanies the Goods;

**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.com>.

**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 North America, Inc. (incorporated in Delaware with a principle place of business at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America).

**Website:** the website at the domain [www.watchfinder.com](http://www.watchfinder.com).

**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.

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 represents an offer to us to purchase the Goods. This does not mean that your Order has been accepted. Our acceptance of your Order will take place as described in clause 2(d).

- d. If we accept your Order, we will confirm our acceptance by sending 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. All Goods shown on our Website are subject to availability. If we are unable to supply you with the Goods (for example, because the Goods are no longer in stock), we will let you know by telephone or by e-mail and we will cancel your Order. If you have already paid for the Goods, we will refund you the full amount within 5 Working Days of cancellation (unless we reasonably suspect a fraudulent card payment, see clause 17).
- f. In some instances a non-manufacturer strap may be fitted to a watch before sale.
- g. On occasion the Goods displayed for sale on our Website will not be available for delivery 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 13 which explains your rights to cancel your contract with us.
- h. All Goods will remain available for sale on our website until you have paid the balance in full.
- 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 United States Dollars ("USD"). This does not affect your Consumer Rights.

- 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 USD. Payments must be made to us in USD and any refunds will only be issued by us in USD.
- c. The price quoted does not include Sales Tax. Please note that Sales Tax associated with your purchase will vary based on the location to which products are being shipped and will be presented before you place your order.
- d. The price of the Goods excludes delivery costs, unless otherwise stated. Our delivery charges will be notified to you pursuant to clause 4(c) and will be added to total amount due and shown in the Order Summary page of our Website before you place your Order.
- e. It is always possible that some of the Goods we sell may be incorrectly priced. We will normally check prices before we dispatch the Goods so that where the Goods' correct price is less than the price stated on our Website or in your Order, we will charge the lower amount. If the Goods' correct price is higher than the price stated on our Website or in your Order, we will contact you as soon as possible to inform you of this error and we will give you the option of either continuing with your Order for the Goods at the correct price or cancelling your Order. We will not process your Order until we have your instructions. 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 the USA:
  - g. **Credit card or debit card:** Payments must be 3D secure.
  - h. **Cash:** We accept cash payment up to a maximum of \$10,000.00 for purchases from our Premises;
  - i. **Cheque:** Payable to 'Watchfinder North America, Inc.'. Please allow up to 9 Working Days for funds to clear into our account;
  - j. **Bankers draft:** Payable to 'Watchfinder North America, Inc.'. All drafts will be authenticated by our bank before the Goods are dispatched;
  - k. **Bank transfer:** We accept payment by bank transfer. 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 can accept your current watch as part payment towards the Goods. 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; or

- 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 the USA, 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 at least 3 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(m) for when a credit is used.

#### 4. DELIVERY

- a. It is anticipated that your Order will be delivered to you within seven (7) working days, subject to clause 16. This is available for continental USA, Alaska and Hawaii only subject to confirmation contact from our Dispatch Team. If you are based outside of the USA, we will contact you with an estimated delivery date and any applicable delivery costs. All dates quoted by us for dispatch and delivery of the Goods outside of the USA, 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 (**1(646) 837-7583**) or by e-mail ([NewYorkOffice@watchfinder.com](mailto:NewYorkOffice@watchfinder.com)).
- c. Delivery charges will be shown in the Order Summary page of our Website and otherwise notified to you by a member of our Sales Team before you place your Order if you are based outside of continental USA.
- d. Deliveries within the USA are made using FedEx. Deliveries outside the USA are made using 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 shipping department's reasonable instructions
- g. Goods may be collected from our Premises but by appointment only for security reasons. If our Premises are open, 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 having your appointment confirmed.
- 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 Premises.
- i. If you independently arrange for another courier to collect the Goods, delivery will be completed when the Goods are collected from our Premises. 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 the USA, 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 for your Goods, 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 may provide a limited warranty with our pre-owned Goods for a period of 24 months, unless stated otherwise, 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 Goods which are covered by a third party manufacturer's warranty with more than twelve months remaining.
- 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 Goods 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 manufacturer or 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 from our Premises 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 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. In the event that Goods are returned from you following a cancelled sale, postage, 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. 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.
- e. 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.
- f. If you are based outside of the USA we will charge for postage, packaging, insurance and all other taxes, fees and charges applied by customs incurred for work carried out under warranty. In all cases, you remain responsible for ensuring that you pack your watch appropriately to prevent damage during transit.
- g. If you are based outside of the USA, 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 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, fully insured 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 Goods, 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 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 11;
- 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 we deem 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 11; 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 11(j) for loss of or damage to Paperwork; and b) any reasonable deduction for wear and tear 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 Box and Paperwork (where supplied) substantially increases the value of the Goods and that absence of, or damage to, either will affect the value of the Goods. If you return the Goods with missing or damaged Box or 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 the Box or Paperwork (where supplied) 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. If your Goods are Faulty on delivery and you are based within the USA, we will refund your reasonably incurred return postage costs (excluding any insurance and subsidiary costs) provided you comply with our reasonable return instructions and you provide us with a copy receipt.
- n. If your Goods are Faulty on delivery and you are based outside the USA, we will refund your reasonably incurred return postage costs to a maximum of \$45 (although this may be reviewed on a case by case basis) provided you comply with our reasonable return instructions and you provide us with a copy receipt.
- o. 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).
- p. 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 11, but this does not entitle you to return other Goods which are not Faulty.
- q. 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 1(646) 837-7583) or by email (NewYorkOffice@watchfinder.com).

### 13. **YOUR RIGHT TO CANCEL**

- a. Subject to clause 11(b), you have a legal right to cancel your Order during the period set out in clause 11(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 from our Premises can be exchanged but not refunded when returned within 14 days of purchase in unused condition, as described above in clause 11.
- 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. 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 telephone 1(646) 837-7583) or by email (NewYorkOffice@watchfinder.com) or write to us at Watchfinder North America, Inc., 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America.
- 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, including original Watchfinder tamper-proof sticker.
- 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 cancelled 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. When a credit 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, another credit will be issued in the form of a gift certificate. When selecting your purchase:

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

Where your credit 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 will be issued for the original credit 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 safe as copies will not be accepted. The credit 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. In certain circumstances, we may have to cancel an Order before the Goods are delivered. 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.
- b. Subject to clause 15(c), 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, loss of profit or loss of business opportunity, arising under or in connection with a failure by us to comply with these Terms.
- c. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the exclusion at clause 15(b) may not apply to you, provided always that we will not be responsible for any incidental or consequential loss that is not reasonably foreseeable to both you and us when we entered into the contract. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.
- d. Subject to clauses 15 (b) and 15(e), 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.
- e. Nothing in these terms shall limit or exclude our liability for any matter in respect of which it would be unlawful for us to exclude or restrict (including but not limited to: (a) death or personal injury caused by our negligence; (b) our fraud or fraudulent misrepresentation; or (c) liabilities arising from the exercise of your statutory rights).
- f. Please note that in some jurisdictions, including the State of New Jersey, USA, consumer protection laws do not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations do not apply.

#### 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, 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. 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 [NewYorkOffice@watchfinder.com](mailto:NewYorkOffice@watchfinder.com) or by pre-paid post to Watchfinder North America, Inc. at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 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.

## 22. 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.

## 23. 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.

## 24. 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.

## 25. 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).

## 26. 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.

## 27. GOVERNING LAW AND JURISDICTION

- a. These Terms shall be governed by and construed in accordance with the Federal Arbitration Act and, where applicable, the laws of the State of New York, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or related to the Terms, including the validity, invalidity, breach or termination of the Terms, or to any product purchased from Watchfinder, will be resolved by binding arbitration, rather than in court, except that a consumer or Watchfinder may assert claims in small claims court if such claims qualify. You understand and agree that you are waiving your right to sue or go to court to defend your rights, including to a trial by jury, under these Terms. In addition, you and Watchfinder understand and agree that the parties will pursue any dispute on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other consumer. You and Watchfinder agree that each may not bring a claim against the other as part of any class action, class arbitration, or other representative proceeding. The arbitration will be conducted in the state and county where you reside (as determined by your address on file with IWC Schaffhausen) or at consumer's election, New York, New York, by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.
- b. Before bringing any dispute in arbitration, you and Watchfinder agree that you will first notify the other party and make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Terms or any potential or alleged breach thereof. This requirement is a pre-condition, and no claim shall be filed in arbitration (or small claims court) until this provision is first met.

## 28. OUR DETAILS

Watchfinder is a trading name of Watchfinder North America, Inc., incorporated in Delaware and with a principal place of business at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America, with company registration number 55-0827853.

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

# 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 may sell your Watch or part exchange for a Company credit in the form of a gift certificate.

These terms and conditions will apply to any contract between us for the sale of your Watch to us. Please read these terms and conditions carefully and make sure that you understand them before selling any watch(s) to us. Please note that by selling us your Watch, 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 accept our Initial Quotation.

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

Watchfinder & Co.'s services are not available in Canada and Watchfinder & Co. does not ship to Canada.

**Please ensure that you review clauses 15 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:

**Box:** the genuine manufacturer's box that accompanies the Watch;

**Final Valuation:** the final offer given to the Customer to represent the value at which Watchfinder will purchase the Watch from the Customer;

**Initial Quotation:** quotation given, by way of the App, to the Customer based on the factors outlined by Clause 2(a) and prior to any inspection of the Watch;

**Papers:** Manufacturer's genuine warranty documentation and all supplementary and accompanying documentation that accompanies the Watch including, but not limited to, any original sales invoices/receipts and any sales guarantee.

**Watch:** the watch (or any part of it) that you wish to sell to us with any accompanying Box and Papers, promotional material and other documentation (where applicable).

**Watchfinder, We, us, our:** Watchfinder North America, Inc. (incorporated in Delaware with a principle place of business at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America,

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

**Customer, You, your:** the person that wishes to sell a Watch to us under these terms & conditions.

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, age, existence of Box and/or Papers and serial number (if available), by 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 note that if you visit our showroom 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.
- c. Please provide information about your Watch fully and accurately. Any Initial 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 Initial Quotation which cannot be relied upon by you.
- d. We will then contact you with the Initial Quotation via email, telephone or online notification.
- e. Any Initial Quotation is provided on a "subject to contract" basis and is not legally binding. We reserve the right to amend or withdraw the Initial Quotation at any time without liability to you. Unless otherwise agreed in writing, the Initial Quotation will be available for acceptance for a maximum of fourteen (14) days from the date of issue, however, this is at our discretion.
- f. Once you accept the Initial Quotation, you will need to arrange for the Watch to be posted to our offices in accordance with "Delivery" below.
- g. As soon as a clear check result is received, a physical inspection of your Watch and any accompanying paperwork will then be carried out. This usually takes two (2) to five (5) working days, once we have received your Watch, but time is not of the essence. Should we decide to proceed, we will issue a Final Valuation, which will be valid for thirty (30) days after its issuance. Any extension of this date will be solely at our discretion.
- h. Notwithstanding any such inspection or testing, save as set out herein you shall remain fully responsible for the Watch, and any inspection or testing shall not reduce or otherwise affect your obligations under the contract, including without limitation those listed under "Your Undertakings" below.
- i. If we issue a Final Valuation under 2(i) above, we will then contact you by email with the Final Valuation for your Watch.
- j. The Final Valuation may differ to the Initial Quotation where: (i) the Watch does not fully comply with the information provided during the Initial Quotation 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 relevant reason.
- k. If you wish to proceed with a sale you will need to accept our Final Valuation.

- l. After accepting the Final Valuation, the Company will issue you with a credit in the form of a gift certificate, in such format as the Company may determine, equal in value to the Final Valuation accepted by you. The contract between us will only be formed when you have accepted the Final Valuation. Alternatively, if you choose to, Watchfinder can Wire Transfer value of the Final Valuation instead of offering you the gift certificate (please see Clause 3(b) and (c) below). Upon your acceptance we will then send you an email confirming the agreed sum to be paid.
- m. 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.
- n. You can keep track of the process by logging into your Watchfinder account. We will also endeavour to keep you regularly updated by e-mail.s

### 3. PRICE AND PAYMENT

- a. The prices quoted by us and all payments made by us will be in United States Dollars (USD). The price quoted will be net and will not include any applicable taxes. If you need to refund any sum to us, this will also be in USD.
- b. We will make payment to the bank account advised by you. 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 Banks Automated Clearance System (BACS) 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 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. We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.
- i. It is always possible that despite our best efforts, we provide you with an incorrect Initial Quotation and/or Final Valuation. If for some reason an error in the Initial Quotation and/or Final Valuation has occurred, we will rectify the Initial Quotation and/or Final Valuation as soon as reasonably practicable after notification of the mistake. If the error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to buy the Watch from you at the incorrect price notwithstanding your acceptance of any Final Valuation. 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 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States or as instructed by us prior to delivery ("Delivery Location") during our normal business hours or as instructed by us.
- b. Shipping, 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 Quotation for your Watch, 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 Watch on arrival at the Delivery Location.

- 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, you will be responsible for the postage, packaging and insurance costs of returning the items to you unless we are returning the Watch to you as a result of a breach of an undertaking under "Your Undertakings" (e.g., we will return counterfeit items free of charge using the regular post if you are based in the USA, but we reserve the right to make a charge to you for any postage charges if you are based outside of the USA, 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. In exceptional circumstances and only by prior agreement, we may agree to collect the Watch 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. We are not responsible for any loss or damage of any kind to the Watch during the delivery process, including during your delivery to the Delivery Location or while we are returning the Watch to you for any reason.
- b. Subject to these terms and conditions, 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 the [part exchange valuation code] as described above under "Our Contract With You"; or (c) where you are receiving a merchandise credit directly from the Purchasing Agent, when the Purchasing Agent's merchandise credit terms have been accepted by you.

### **5. CUSTOMS & IMPORT/EXPORT OBLIGATIONS**

If you are based outside of the USA, 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 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 condition; and
- c. be free from significant 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, 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. the Watch has not been an insurance “write-off” or subject to substantial remedial repairs;
- e. the Watch has not been altered or tampered with;

#### **Authenticity and provenance**

- f. you accept that every element in the description of the Watch, including its make, model and serial number, is critical to its identification and valuation, and that the absence, inaccuracy, 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;
- g. the Watch, serial number and documentation (including Papers) are original, genuine and accurate;

#### **Taxes and Duties**

- h. 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.

### **8. REMEDIES**

If the Watch does not comply with clause 6 (Your Watch) 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 Watch:

- a. to terminate the contract;
- b. to reject the Watch (in whole or in part) and return it to you at your own risk and expense;
- c. to require you to provide a full refund of the price of the rejected items (if paid).
- d. to claim damages for any other costs, loss or expenses incurred by us or by the Company which are in any way attributable to your failure to carry out your obligations under the contract;
- e. our rights and remedies under these terms and conditions are in addition to our rights and remedies implied by statute and common law.
- f. in addition to our Remedies set out above you agree to indemnify us and hold us harmless against all liabilities, claims, losses, damages, fines, costs (including legal/other professional costs and any taxes or duties of customs and excise and any penalties or interest relating thereto) and expenses incurred by us as a result of or in connection with a breach of any of your obligations under the contract or any delay in your compliance with any laws, rules or regulations of any jurisdiction, 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 allowance 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, we may at our sole discretion offer either a return of your Watch or payment of the part exchange allowance.
- c. In the event that we discover that the Watch you are selling us in part-exchange either for another watch from us 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 to rescind either or both contracts 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, 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 allowance 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 allowance 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. In order for us to offer you a Final Valuation, 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, in view of our money laundering, anti-fraud and counterfeit item policies. We will take copies of this identification for our records as required by applicable law or at our discretion.
- 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 driving licence
- c. Other (e.g. known employer identity card with photo and signature)

### **Proof of address**

- d. Recent utility bill
- e. Council tax bill
- f. Bank statement

## 12. PROOF OF PURCHASE

- a. Wherever possible, we aim to collect proof of purchase of the Watch 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 of continuing with the quotation process, 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 of the Watch is at our complete discretion and we reserve the right to cancel the transaction at any time.

## 13. LOSS OR DAMAGE

- a. If any Watch you have posted to us is lost or damaged while it is with us, and you provide satisfactory proof that you posted it and we received it, we will attempt to find a suitable like-for-like replacement but, if unsuccessful, we will pay you compensation for the Watch based on the actual loss you suffer. The compensation will not exceed the latest price quoted by us to you for purchasing the Watch or the trade valuation price (whichever is applicable) at the time the Watch 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 at <https://www.watchfinder.com/privacy-policy>, which also governs all information you supply to us through our website or during the Sell Your Watch process.

## 15. OUR LIABILITY

- a. Subject to clause 14(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 loss of profit, or any indirect or consequential loss arising under or in connection with a failure by us or the Company to comply with these terms and conditions.
- b. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above exclusion relating to any incidental or consequential loss may not apply to you, provided always that we will not be responsible for any incidental or consequential loss that is not reasonably foreseeable when you commenced using the website, or when you sold the Watch to us.
- c. Subject to clause 13(d), our total liability to you in respect of all other losses arising under or in connection with the sale by you of the Watch, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

shall in no circumstances exceed the Final Valuation issued by us.

- 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; and (b) our fraud or fraudulent misrepresentation).
- e. Please note that in some jurisdictions, including the State of New Jersey, USA, consumer protection laws do not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations do not apply.

## 16. ENTIRE AGREEMENT & CONFLICT WITH OTHER AGREEMENTS

- a. These terms and conditions, and other applicable documents, constitute the entire agreement between the parties. If there is any inconsistency between other communications and these terms and conditions, the latter shall prevail. Save as mentioned above, 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.

## 17. 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.

## 18. 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.

## 19. 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 post at [NewYorkOffice@watchfinder.com](mailto:NewYorkOffice@watchfinder.com) or Watchfinder North America, Inc. (located at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America). We will confirm receipt of this by contacting you in writing, normally by e-mail.

## 20. 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 and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 21. 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.

## 22. VARIATION

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

## 23. THIRD PARTY RIGHTS

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

## 24. **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 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).

## 25. **GOVERNING LAW AND JURISDICTION**

- a. These Terms shall be governed by and construed in accordance with the Federal Arbitration Act and, where applicable, the laws of the State of New York, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or related to the Terms, including the validity, invalidity, breach or termination of the Terms, or to any product purchased from Watchfinder, will be resolved by binding arbitration, rather than in court, except that a consumer or Watchfinder may assert claims in small claims court if such claims qualify. You understand and agree that you are waiving your right to sue or go to court to defend your rights, including to a trial by jury, under these Terms. In addition, you and Watchfinder understand and agree that the parties will pursue any dispute on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other consumer. You and Watchfinder agree that each may not bring a claim against the other as part of any class action, class arbitration, or other representative proceeding. The arbitration will be conducted in the state and county where you reside (as determined by your address on file with IWC Schaffhausen) or at consumer's election, New York, New York, by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.
- b. Before bringing any dispute in arbitration, you and Watchfinder agree that you will first notify the other party and make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Terms or any potential or alleged breach thereof. This requirement is a pre-condition, and no claim shall be filed in arbitration (or small claims court) until this provision is first met.

## 26. **OUR DETAILS**

"Watchfinder" is a trading name of Watchfinder North America, Inc. ( incorporated in Delaware and with a principal place of business 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America with company registration number 55-0827853.

## 27. **YOUR STATUTORY RIGHTS**

If you are a consumer, nothing in these terms and conditions 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") for the period 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), as given to you at sale. Any devaluation as a result of a missing box, paperwork, link(s) and/or components will lead to a deduction from the Offered Price, as determined in our sole discretion. 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 normal 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 in the form of a gift certificate 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 credits.

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). Please note that for the purposes of your free health check, the earliest date on which we will accept your watch is one (1) calendar month prior to the relevant due date. We will endeavour to send you reminders prior to each health check due date, though are under no obligation to do so and the responsibility of date keeping is ultimately yours.

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 written 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 Limited Warranty (please see our [Watchfinder Limited Warranties](#) for more information), then we will notify you accordingly and, only 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 New York Showroom (645 Fifth Avenue, Fifth Floor, Olympic Tower, New York, NY, 10022 United States of America) as advised and appropriately insured, 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 the USA 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 the USA.

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**

### **Watchfinder Limited Warranty**

**Scope.** Our pre-owned watches are accompanied by a 24-month limited warranty (the "Limited Warranty") from the day you receive your watch, protecting your watch against manufacturing and mechanical defects, subject to the following terms and conditions. In the event of a valid claim against the Limited Warranty, we will either refund, repair or replace your watch, at our sole discretion. Time will not be of the essence for completion of any work carried out under this Limited Warranty.

**Manufacturer Warranty.** Our Limited Warranty does not include and is in addition to any original Manufacturer warranty. If your watch is returned to us due to a valid claim against our Limited Warranty while still protected by the manufacturer warranty, we reserve the right to proceed with the work through the manufacturer warranty in the first instance.

**Your Warranty Info.** The Limited 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. Please see our Privacy Policy [LINK]. The Limited Warranty applies to the original purchase or gift-recipient from Watchfinder only and is not transferable.

**Limitations and Exclusions.** The Limited Warranty does not cover (a) theft or loss of your watch; (b) normal wear-and-tear, including wear of watch strap, glass, clasp and cosmetic damages; (c) 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); (d) minor deviations in time-keeping that do not substantially impact usage; (e) water resistance, tightness and gaskets, including any damage caused by water ingress; and (f) damage to or failure of the watch strap, bracelet or clasp. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY EXCLUDES AND IS IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY FITNESS FOR A PARTICULAR PURPOSE.

**Third-Party Repairs and Components.** Your Limited Warranty will not apply to repair damage caused by a third party who 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 or unauthorized components can severely compromise the technical performance, reliability and waterproofness of your watch. This Limited Warranty will not cover any damage caused by any modification of your watch, by the addition or substitution of components by aftermarket products that have not been provided by the manufacturer.

**Disputes.** We have the final decision on all claims against our Limited Warranty. If any dispute arises in connection with the Limited 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 Limited Warranty, where such recommendations conflict with our advice.

**Delivery.** Please note that you must securely deliver the watch to our New York Showroom (at 645 Fifth Avenue, Fifth Floor, Olympic Tower, NY 10022, New York, United States, as advised and with full 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 the United States and have a valid claim against the Limited Warranty, we will not 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 the Limited Warranty if you are based outside of the United States. 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. If you are based outside of the United States, 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.

**Claim Submission.** If you wish to make a claim against your Limited Warranty, please contact a member of our team by calling +1(646) 837-7583 or emailing [NewYorkOffice@watchfinder.com](mailto:NewYorkOffice@watchfinder.com).

## **Watchfinder Services Warranty**

**Scope.** Any chargeable work (excluding without limitation work carried out under our Watchfinder Limited Warranty, described above) which involves a full service including a complete overhaul of the movement will entitle you to a 24-month limited warranty and guarantee with Watchfinder, protecting your watch against defects arising from our work ("Services Warranty"). Repairs will only be guaranteed to the extent of the exact work carried out. Your Services Warranty is valid from the date of completion of the work. Any work carried out under our Limited Warranty will not extend the warranty period.

**Exclusions.** We will not provide a warranty where work is completed by a manufacturer. The watch will be your responsibility from the completion of delivery. Our Services 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 Services Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS SERVICES WARRANTY EXCLUDES AND IS IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY FITNESS FOR A PARTICULAR PURPOSE.

**Your Warranty Info.** Your Services 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. Your warranty is personal to you and is non-transferable, though may be transferred with our written consent, which will not be unreasonably withheld. The Services Warranty applies to the original purchase or gift-recipient from Watchfinder only and is not transferable.

**Third Party Repairs and Components.** Your warranty will not cover damages or harm caused 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 in writing.

**Warranty Process.** In the event of a claim against our Services 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 two (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.

**Disputes.** We have the final decision on all claims against our Services Warranty. If any dispute arises in connection with the Services 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.

Your Warranty is personal to you and is non-transferable.

Claim Submission. If you wish to make a claim against our Services Warranty, please contact a member of our servicing team by calling 1(646) 837-7583 or emailing [NewYorkOffice@watchfinder.com](mailto:NewYorkOffice@watchfinder.com). You must comply with our delivery instructions, provided at the time you make a claim under the Services Warranty.

## SERVICING

### 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 clause 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, 8 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 or do not send your watch to us.**

#### 1. INTERPRETATION

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.

**Watch:** the watch (or any part of it) that is the subject of the quotation of the Service 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 North America, Inc. (incorporated in Delaware with a principle place of business at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America).

**Website:** the website at the domain [www.watchfinder.com](http://www.watchfinder.com).

**Work:** servicing, refurbishment, battery replacements, testing, links (addition or removal) and/or any other

**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 7 regarding your right to cancel) 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.
- 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, there are certain materials that we cannot refurbish. We will need to inspect each watch 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, in accordance with BHI guidelines.
- 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).
- b. Some jurisdictions do not allow a complete exclusion for delay, so the clause above may not apply to you, provided always that we will not be responsible for any loss of profit, or any indirect or consequential loss where the delay stems from causes beyond our control, including without limitation a delay caused by a manufacturer.

### 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, including without limitation any implied warranty of merchantability or fitness, as to the suitability of any third party for any work.
- f. **Without prejudice to clause 8(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 warranty claim, then we will carry out the work free of charge, subject to our 'Warranty' clause.
- d. The price quoted to you is in United States Dollars ("USD") 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 USD and any refunds will only be issued in USD.
- e. The price quoted does not include Sales Tax. However, if the rate of Sales Tax changes between the date of the quotation and the date of delivery or performance, we will adjust the rate of Sales Tax that you pay for work to be carried out by us, unless you have already paid for the work in full before the change in the rate of Sales Tax takes effect.
- f. The price for the work excludes shipping and handling 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 you are based outside of the USA, 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. WARRANTY

Chargeable services work is guaranteed by our Watchfinder Services Warranty. For more information, please see our Watchfinder Limited Warranties.

## 7. DELIVERY

- a. You must send your watch to Watchfinder North America, Inc., 645 Fifth Avenue, Olympic Tower, New York, NY, 10022, unless advised differently. 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. We will return your watch to you by FedEx.
- c. If you are based in the USA and have a valid claim against our 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 and/or link addition or removal only, which in any event is not covered under warranty). If you are based outside of the USA, we will charge for postage, packaging, insurance and all other taxes, fees and charges applied by customs incurred for work carried out under warranty. 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 8 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 the USA, 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 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 to our quotation to carry out the service or 14 days after your watch is returned following a service where we have also supplied parts ("Cancellation Period"). When you agree to our quotation we will also ask your permission to start work during the Cancellation Period - see clauses 8(d) & 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.co.uk). You can call 01622 621388, fax 01622 919979 or write to us at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022.
- 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 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. 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
  - c. Provided that you comply with the terms of this clause 7, 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 in any event you will not incur any fees as a result of the reimbursement

## 9. OUR LIABILITY

- a. Subject to the clauses 8(c), 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.
- b. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential loss, so the above exclusion at clause 8(b) (vii) may not apply to you, provided always that we will not be responsible for any incidental or consequential loss that is not reasonably foreseeable to both you and us when you instructed us to proceed the work. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract.
- c. In the event that we lose your watch, we will endeavour to replace your watch like for like. If we are unable to replace your watch, we will reimburse you to our assessed value of the watch. If we 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; (viii) any that was not caused by our breach of these terms; or (ix) any damages occurring during delivery to or from our service facility.
- e. 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 sum of \$1000.00 or the market value of your watch as estimated by us (whichever is lower).
- f. Please note that in some jurisdictions, including the State of New Jersey, USA, consumer protection laws do not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations do not apply.

## 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.

## 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 post to NewYorkOffice@watchfinder.com or Watchfinder North America, Inc. (incorporated in Delaware with a principal place of business at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America. 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 shall be governed by and construed in accordance with the Federal Arbitration Act and, where applicable, the laws of the State of New York, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or related to the Terms, including the validity, invalidity, breach or termination of

the Terms, or to any product purchased from Watchfinder, will be resolved by binding arbitration, rather than in court, except that a consumer or Watchfinder may assert claims in small claims court if such claims qualify. You understand and agree that you are waiving your right to sue or go to court to defend your rights, including to a trial by jury, under these Terms. In addition, you and Watchfinder understand and agree that the parties will pursue any dispute on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other consumer. You and Watchfinder agree that each may not bring a claim against the other as part of any class action, class arbitration, or other representative proceeding. The arbitration will be conducted in the state and county where you reside (as determined by your address on file with IWC Schaffhausen) or at consumer's election, New York, New York, by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

- b. Before bringing any dispute in arbitration, you and Watchfinder agree that you will first notify the other party and make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Terms or any potential or alleged breach thereof. This requirement is a pre-condition, and no claim shall be filed in arbitration (or small claims court) until this provision is first met.

## 19. OUR DETAILS

Watchfinder North America, Inc. (incorporated in Delaware with a principal place of business at 645 Fifth Avenue, Olympic Tower, New York, NY, 10022 United States of America) with company registration number 55-0827853.

**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.
5. Promotional discounts apply to US residents only

## 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 shipping and handling 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, you are required to complete the transaction.
6. If we accept your offer, our Buy a Watch terms and conditions will apply.

## PRICE PROMISE

These terms and conditions (the "Terms") outline the basis on which Watchfinder North America, Inc. ("Watchfinder", "us") may make an offer lower in value than that of the advertised price of a watch on sale ("Advertised Watch") from an Authorized Watch Retailer (as defined below) for an equivalent watch on [www.watchfinder.com](http://www.watchfinder.com) (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 "Authorized Watch Retailer") that is operating in the United States of America 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 Authorized 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 Authorized 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 Authorized 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 Authorized 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, and these Terms shall be governed (including Governing Law and Jurisdiction at clause 27) in accordance with Watchfinder's "Buy a Watch" terms and conditions, found here: <https://www.watchfinder.com/terms-and-conditions>.

Nothing in these Terms will affect your statutory rights.

## Unlock \$300 Off Omega Watches

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

- a. This Sale is run by Watchfinder 645 Fifth Avenue Fifth Floor ("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.com/promo/omega-promocode> ("Eligible Items").
- e. The Sale discount is available on Eligible Items ordered from 2/16/2024 12:16 PM GMT, up to and including 2/24/2024 4:59 AM GMT.
- f. Watchfinder will alternate the stock within the Sale from time to time and reserves the right 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 645 Fifth Avenue Fifth Floor uses your personal data, please refer to our [Privacy Policy](#).
- l. Nothing in these terms and conditions affects your statutory rights.

## DROP 7

The DROP 7 (the "Sale") will be subject to these Terms and Conditions:

- a. This Sale is run by Watchfinder 645 Fifth Avenue Fifth Floor ("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.com/promo/drop7> ("Eligible Items").
- e. The Sale discount is available on Eligible Items ordered from 6/12/2023 8:00 PM BST, up to and including 4/30/2024 10:59 AM BST.
- f. Watchfinder will alternate the stock within the Sale from time to time and reserves the right 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 645 Fifth Avenue Fifth Floor 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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**Please read these Terms of Website Use carefully before using the Platform. By using the Platform, you signify your assent and agreement to these Terms of Website Use. If you do not agree to these Terms of Website Use, then you are not authorised to continue use of the Platform.**

### Updates to these Terms of Website Use

We may make changes from time to time to these Terms of Website Use so please check back regularly to keep informed of updates. The latest version of these Terms of Website Use will always be available on the Platform. Any new version of these Terms of Website Use shall take effect and will govern the use of the Platform and your relationship with us immediately upon the date of posting. By continuing to use the Platform, you agree to be bound by the terms of these updates and amendments.

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Our information collection practices on the Platforms, such as the types of information we collect regarding visitors to the Platforms and the ways in which we may use that information, are governed by the terms of our [Privacy Policy](#).

## Watchfinder E-Boutique – Terms And Conditions

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Any unsolicited communication or material that you transmit to Watchfinder via the Platforms or through social media, by electronic mail or otherwise, including, but not limited to, any data, questions or answers, comments, suggestions, or the like will be treated as non-confidential and non-proprietary by Watchfinder. By sending communications to Watchfinder, you automatically grant Watchfinder a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such communication(s) alone, or as a part of other works in any form, media, or technology whether now known of hereafter developed and to sublicense such rights to anyone. Anything that you transmit may be used by Watchfinder and its affiliated companies for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting, or developing, manufacturing and marketing products using such information.

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You agree that Watchfinder may terminate or suspend your access to and use of the Platforms if Watchfinder reasonably believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Website Use, or violated the rights of Watchfinder, its affiliated companies or any third party, with or without notice to you. You agree that Watchfinder may modify or discontinue providing any of the Platforms, with or without notice to you. You agree that Watchfinder will not be liable to you or any third party as a result of such modification or discontinuation. The provisions entitled "Limitation of liability" and "General provisions" will survive termination of these Terms of Website Use.

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If any provision, or part of a provision, of these Terms of Website Use is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Terms of Website Use, and the legality, validity or enforceability of the

remainder of the provisions of these Terms of Website Use shall not be affected, unless otherwise required by operation of applicable law.

These Terms of Website Use constitute the entire agreement between you and us in relation to the use of the Platform, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

The waiver by Watchfinder of a breach of any provision of these Terms of Website Use will not operate to be interpreted as a waiver of any other or subsequent breach.

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## Contact Us

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