

# Terms And Conditions

[Previous version 31 March 2023](#)

## Terms And Conditions Of Sale

### INTRODUCTION

These Conditions of Sale apply to any sales of Watchfinder (as defined below) products or services that you may order from our Selling Entity (as defined below), using this website and any associated mobile or digital applications that refer to these Conditions of Sale (the "Platforms") or by telephone or via our Sales team (together with the Platforms, the "Sales Channels").

The entity that will sell the products (as defined below) to you will depend on the location of the product address to which you wish to ship the products ("Watchfinder", "us", "our", "we", the "Selling Entity"):

**For purchases with delivery to addresses in the United Kingdom:** Watchfinder.co.uk Limited registered at 15 Hill Street, London W1J 5QT.

**For purchases with delivery to addresses in Italy:** Watchfinder Europe B.V., Branch of Italia, Via Benigno Crespi 26, 20159, Milano, Italia.\*

**For purchases with delivery to addresses in France:** Watchfinder Europe B.V., registered at 10 Cite du Retiro, 75008, Paris France.\*

**For purchases with delivery to addresses in Germany:** Watchfinder Europe B.V., Zweigniederlassung Deutschland, 302-306, Landsbergerstrasse, Munich, Germany.\*

**For purchases with delivery to addresses in Spain:** Watchfinder Europe B.V., Sucursal en Espana, Paseo de la Castellana, 28046, Madrid, Spain.\*

**For purchases with delivery to addresses anywhere else within the European Union:** Watchfinder Europe B.V., Herengracht 436, 1017 BZ, Amsterdam, Netherlands, or a branch named above where the stock is located, as will be notified to you.

**For purchases with delivery to addresses in Switzerland:** Watchfinder Switzerland SA, Route des Biches 9, 17 Villars-sur-Glâne, Switzerland.

and the legal terms and conditions that will apply to any contract between us for the sale of our products (as defined below) to consumers ("you", "your").

\*branch of Watchfinder Europe B.V., has its registered office at Herengracht 436, 1017 BZ, Amsterdam, Netherlands, VAT number NL863942957B01.

By ordering any of our products, you agree to be bound by these Conditions of Sale.

You should save these Conditions of Sale for future reference.

The Selling Entity is an affiliate of Watchfinder.co.uk Limited, which owns and edits the Platforms pursuant to the Terms of Use. Watchfinder.co.uk Limited is also responsible for our information collection practices pursuant to the terms of the Privacy Policy and the Cookie Policy. By placing an order, you agree to be bound by the Terms of Use, Privacy Policy and Cookie Policy the terms of which are incorporated into these Conditions of Sale.

**Watchfinder.co.uk only:** If you are purchasing from one of our Certified Sellers (as defined below), please review clause 15 below as different terms may apply. In the event that you do purchase through one of Certified Sellers, your contract of sale will be with the Certified Sellers. This will not affect your statutory rights.

It is important that you read and understand these Conditions of Sale 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 by email [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk).

**Please ensure that you review clause 10 as it includes important limitations on, and exclusions of, our liability.**

Clause headings shall not affect the interpretation of these Conditions of Sale.

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

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

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.

## 1. **PURCHASING ELIGIBILITY**

Only individuals (and not legal entities) who (a) have reached the age of legal majority required to enter into contracts (18 in most countries); (b) have legal capacity to enter into contracts; and (c) use a shipping address in the country or countries that we ship to as specified by the Sales Channels, may order products through the Sales Channels. If you are under the age of legal majority or otherwise cannot lawfully enter into a contract, you must have your parent or guardian place an order on your behalf and they will be asked to agree to these Conditions of Sale.

By placing an order through the Sales Channels, you represent and warrant that you are a bona fide end-user customer purchasing for your own or another's personal use and will not deliver, sell or otherwise distribute our products or purchase our products or services for commercial purposes.

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## 2. **PRODUCT AVAILABILITY AND QUALITY**

You understand that pre-owned watches are sold on the Platforms and therefore condition or availability of accompanying materials and accessories (including but not limited to a replacement strap) may vary between items. If you have any questions about the condition of any of our watches, please contact our Sales team prior to ordering your prospective item.

All orders placed through the Sales Channels are subject to availability and express acceptance of such orders by us. Products shown on the Platforms, which cannot be added to the shopping bag, are not available for sale via the Platforms. Our Sales team can provide more information as regards these products. For information about the order process, please refer to our order Process section below.

Quantity limits may apply in relation to orders for certain products. We reserve the right to refuse at any moment in time, without prior notice, orders exceeding a certain number of authorized products.

You understand that Watchfinder is not a manufacturer and if it is unable to fulfil an order for any reason, it may be unable to source a like-for-like replacement for that order.

The packaging of products may vary from that shown on images on the Platforms and we cannot guarantee that any box and/or other packaging supplied are authentic or were the original box as sold with the products on manufacture and production. Moreover, we try to ensure that the information, including age of the products, provided on the Platforms to you is accurate and complete. However, we make no guarantees, whether express or implied, in relation to the accuracy, reliability and completeness of such information.

## 3. **ORDER PROCESS**

The order process of the Platforms will include the following:

- a. Once you have chosen a product, you may place this product in your basket by clicking "add to basket". You may then decide to continue shopping for other products and add them to your basket (subject to availability). Placing a product in your basket does not guarantee availability for purchase, which is not confirmed until you receive the order confirmation, as specified below.
- b. When you are ready, you then proceed to "checkout" through your registered account; if you do not have an account you will be required to create one before completing your order.
- c. As part of the checkout process, you add and review your order details and personal information (including e-mail, shipping address, billing address and payment information). You should carefully check and confirm all details are correct on the "order Summary" page before placing your order.
- d. You will need to check the relevant box to place your order. You will then be required to pay for your order.

In the event your order is being placed remotely, such as by telephone, the sales assistant will walk you through the above steps and verbally ask you to confirm the details of your order.

We reserve the right, in our sole discretion, to refuse, cancel and terminate orders at any time on reasonable grounds. For example, we may refuse, terminate or cancel your order if there is an ongoing dispute concerning payment of a prior order or if we suspect, in our sole discretion, that you have engaged in (i) fraudulent activities; (ii) multiple payments from different accounts on one order; or (iii) have otherwise violated these Conditions of Sale.

#### 4. PRICE AND PAYMENT

Payments must be made to us in the local currency of the Selling Entity, unless you are authorised to do so differently by us, and any refunds will only be issued by us in the local currency of the Selling Entity. We do not accept liability for fluctuations in the exchange rate, which may affect any refund if you are based outside of the Selling Entity's country.

Prices shown on the product pages of the Platforms or as otherwise quoted by the available Sales Channels include sales taxes/VAT but exclude shipping costs and other taxes unless otherwise stated.

Our delivery charges will be notified to you pursuant to clause 7 and will be added to the total amount due and shown in the "Order Summary" page of our Platform before you place your order.

You must make payment for the products at the same time as placing an order. We must receive full and cleared funds prior to dispatch of the products (either by direct payment from you or via a consumer finance option).

We accept the methods of payment identified in the "Payment Details" page of the checkout.

We may accept bank wire transfer for orders at our sole discretion. We do not charge a fee for bank wire transfers for orders made, however, some financial institutions may charge a fee for using a bank wire transfer. We may acknowledge a bank wire transfer order, but the order will not be processed until the payment has been received and confirmed by us by e-mail. If your wire transfer payment is not credited into our bank account within seven (7) days after you have placed your order, your order will be cancelled.

The "Order Summary" page of our Platform will give you a breakdown of the price of the products, our delivery charges and any credit card surcharges and will display a total amount payable.

If we agree that you can pay for the products by way of an initial deposit and we subsequently do not receive the balance payment in full and cleared funds within 14 days of our receipt of the deposit payment from you, we reserve the right to cancel your order and to re-list the products for sale on our Platforms. 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.

**Customers based in UK only:** Watchfinder acts as a broker and only offer credit products from Secure Trust Bank PLC trading as V12 Retail Finance. Watchfinder.co.uk Limited is authorised and regulated by the Financial Conduct Authority. Our registration number is 671038. Credit provided subject to age and status. We may receive a commission if your application is successful, and the amount may vary depending on the product chosen and the amount of credit taken out. Please review our platforms for further information on the different offerings of consumer finance available on our products.

#### 5. ACKNOWLEDGEMENT AND CONFIRMATION OF ORDER

**PLEASE SEE CLAUSE 15 IF YOU ARE BASED IN THE UNITED KINGDOM AND ARE PURCHASING FROM ONE OF OUR "CERTIFIED SELLERS" AS THIS CLAUSE MAY VARY**

Once you have made your choice and your order has been placed through the Sales Channels, you will receive a written acknowledgement of order (by e-mail or otherwise confirming the details of your order together with an order reference number). Please make sure that you save this order reference number for any future enquiries regarding your order. This acknowledgement of order is not an acceptance of your order. To confirm the order, we will conduct usual credit, anti-fraud, security and related legal checks and, if acceptable, will then process your order. Upon receipt of the acknowledgement of order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the acknowledgement of order does not reflect your intentions, you should contact the Sales or After Sales teams promptly.

Upon shipment of your order, we will send you a confirmation of order & shipment in writing (by e-mail or otherwise). This confirmation of order & shipment constitutes our acceptance of your order and indicates the existence of a binding sales contract.

#### 6. DELIVERY

**PLEASE SEE CLAUSE 15 IF YOU ARE BASED IN THE UNITED KINGDOM AND ARE PURCHASING FROM ONE OF OUR "CERTIFIED SELLERS" AS THIS CLAUSE MAY VARY**

All dates quoted by us for dispatch and delivery of the products, though given in good faith, are estimates only. We will use reasonable efforts to ensure delivery by the carrier within the estimated delivery lead time from the date of the confirmation of order (below) and in any event within 30 days after that date, except if your purchase relates to a product that we have explained to you will take additional time to deliver (for example if additional testing is needed prior to shipment).

Please also note that we do not ship to certain countries or addresses, such as military, certain restricted areas or PO boxes

Delivery of the products will be deemed completed when we or our appointed courier deliver the products at your provided location or when the products are collected from our premises by you.

If you independently arrange for another courier or third party to collect the products, delivery will be completed when the products are collected from our premises by your appointed courier/third party.

We reserve the right to conduct a full investigation into any claims for non-delivery which may include reporting the matter to local police and/or other authorities to investigate. We will conduct any investigation as quickly as possible but are reliant on third parties' compliance.

## **7. CUSTOMS**

You may have to pay import duties or other taxes, fees or charges applied by customs or other authorities in the country of receipt if you are purchasing from a jurisdiction outside of the Selling Entity. You must comply with all laws and regulations of the country in which you are receiving the products. Any additional charges for customs clearance must be borne by you; we have no control over these charges and will not accept any liability for them. 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. WARRANTY**

**Note: These terms exclude customers based in France. Please see below for the terms that apply to you.**

Our watches may be accompanied either by our standard 24-month warranty ("Full Warranty") or a limited 12 month warranty ("Limited Warranty") (collectively referred to herein as the Watchfinder Warranty", but the specific warranty received with your watch will be on the product page and on your receipt) from the day you receive your watch, protecting your watch against manufacturing and mechanical defects, subject to the following terms and conditions. The Watchfinder Warranty will run in conjunction with any applicable manufacturer's warranty. Any extension of the Watchfinder Warranty will be granted solely at our discretion and will be indicated on your order or in writing. Unless expressly stated otherwise, your Watchfinder Warranty will automatically run from your date of purchase and will not require registration from you. Any work carried out under our Servicing Warranty (whether a Watchfinder Warranty or a Servicing Warranty) will not extend the relevant warranty period.

Your respective Watchfinder Warranty will be fulfilled by the Selling Entity who may assign the responsibility of fulfilling the Watchfinder Warranty to its affiliates from time to time.

Generally, our Limited Warranty is only issued in respect of older watches. If your watch is protected only by a Limited Warranty, we do not guarantee that your watch will keep within typical expected tolerances for timekeeping, and it will no longer be suitable for use in wet environments or submersion in water.

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

The Watchfinder 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's and/or our instructions). In particular, wear of the watch strap, glass, clasp and cosmetic damage are not covered by our Watchfinder Warranty. Deviations in timekeeping or any damage caused to your watch by water ingress are not covered by our Limited Warranty.

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

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

consent.

Any use of aftermarket components can severely compromise your watch's technical performance, reliability and protection from water ingress. Any modification of your watch, by the addition or substitution of components by aftermarket products that have not been provided by the manufacturer will invalidate your Watchfinder Warranty.

In the event of a valid claim against the Watchfinder Warranty, we will use reasonable endeavours to repair your watch to the state it was sold by Watchfinder and strictly only repairing the part of the watch covered by the Watchfinder Warranty. Time will not be of the essence for completion of any works carried out under a Watchfinder Warranty.

We have the final decision on all claims against the Watchfinder Warranty. If any dispute arises in connection with the Watchfinder Warranty, we reserve the right to instruct an independent third-party watchmaker nominated by us to determine the issues in dispute, although we 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, save in the case of manifest error.

Please see Watchfinder's Conditions of Sale with regards to customs, as they will apply here.

Please refer to the "Delivery Methods" found in our Conditions of Purchase for details of the acceptable forms of delivery of your watch to us applicable to work carried out under the Watchfinder Warranty.

Please note that Watchfinder shall not have any liability with regards to reimbursing you for work carried out by a third party (not appointed by Watchfinder) during or after expiry of the Watchfinder Warranty period. Watchfinder shall not have any obligation to reimburse you for any work carried out by a third party (not appointed by Watchfinder) even if your Watchfinder Warranty is retrospectively extended.

The Watchfinder Warranty is personal to you and is non-transferable without our written consent. The Watchfinder Warranty is in addition to your statutory rights.

## 9. GARANTIE FABRICANT

Certains des Produits vendus sur notre Site Internet comprennent une garantie fabricant. Pour obtenir toutes les informations concernant les termes de cette garantie, nous vous prions de consulter la documentation accompagnant les Produits ou de consulter le site internet du fabricant.

En tant que consommateur, la garantie fabricant s'ajoute aux droits que vous accorde la législation en vigueur pour les produits défectueux ou non conforme à la description affichée. Vous pouvez consulter vos droits (France uniquement) auprès de la Direction Générale de la Concurrence, de la Consommation et de la Répression des Fraudes (DGCCRF) ou de l'autorité locale de protection des consommateurs dans votre pays.

## 10. GARANTIE COMMERCIALE WATCHFINDER

Nous fournissons une garantie commerciale totale ou partielle avec nos Produits de seconde main pour une durée de 24 mois à compter de la date de livraison, conformément à nos conditions de Garantie Commerciale. Merci de bien vouloir consulter ces conditions de Garantie Commerciale pour de plus amples informations. Notre garantie ne s'applique pas aux Produits neufs, lesquels sont couverts par la garantie du fabricant.

France uniquement : En tant que consommateur, la garantie commerciale Watchfinder s'ajoute aux droits que vous accorde la législation en vigueur pour les produits défectueux ou non conforme à la description affichée (« Garanties Légale »). Vous pouvez nous contacter aux coordonnées communiquées à l'article « Garanties Légales » ci-dessous pour toute question relative aux Garanties Légales, ainsi qu'à leur mise en œuvre.

## 11. GARANTIES

Tous les produits bénéficient d'une garantie commerciale, ainsi que, pour les **clients résidents en France**, des garanties légales dont ils jouissent au titre du Code de la Consommation français et du Code civil français.

## 12. Garanties Légales

Pour les achats réalisés par des résidents français, Watchfinder est tenu des défauts de conformité (articles L.217-3 et suivants du Code de la consommation) ainsi que des vices cachés (articles 1641 et suivants du Code civil) que présenteraient les

montres vendues (« Les Garanties Légales »).

La garantie légale de conformité s'applique indépendamment de la garantie commerciale proposée aux clients.

Dans la mesure où Watchfinder commercialise des montres d'occasions, et conformément à l'alinéa 2 de l'article L217-7 du Code de consommation français, tout défaut de conformité apparaissant dans un **délaï de 12 mois** à compter de la date d'achat est présumé antérieur à celle-ci.

Conformément à l'article D211-2 du Code de la consommation français, nous vous rappelons que :

« Le consommateur dispose d'un délai de deux ans à compter de la délivrance du bien pour obtenir la mise en œuvre de la garantie légale de conformité en cas d'apparition d'un défaut de conformité. Durant ce délai, le consommateur n'est tenu d'établir que l'existence du défaut de conformité et non la date d'apparition de celui-ci.

« Lorsque le contrat de vente du bien prévoit la fourniture d'un contenu numérique ou d'un service numérique de manière continue pendant une durée supérieure à deux ans, la garantie légale est applicable à ce contenu numérique ou ce service numérique tout au long de la période de fourniture prévue. Durant ce délai, le consommateur n'est tenu d'établir que l'existence du défaut de conformité affectant le contenu numérique ou le service numérique et non la date d'apparition de celui-ci.

« La garantie légale de conformité emporte obligation pour le professionnel, le cas échéant, de fournir toutes les mises à jour nécessaires au maintien de la conformité du bien.

« La garantie légale de conformité donne au consommateur droit à la réparation ou au remplacement du bien dans un délai de trente jours suivant sa demande, sans frais et sans inconvénient majeur pour lui.

« Si le bien est réparé dans le cadre de la garantie légale de conformité, le consommateur bénéficie d'une extension de six mois de la garantie initiale.

« Si le consommateur demande la réparation du bien, mais que le vendeur impose le remplacement, la garantie légale de conformité est renouvelée pour une période de deux ans à compter de la date de remplacement du bien.

« Le consommateur peut obtenir une réduction du prix d'achat en conservant le bien ou mettre fin au contrat en se faisant rembourser intégralement contre restitution du bien, si :

« 1° Le professionnel refuse de réparer ou de remplacer le bien ;

« 2° La réparation ou le remplacement du bien intervient après un délai de trente jours ;

« 3° La réparation ou le remplacement du bien occasionne un inconvénient majeur pour le consommateur, notamment lorsque le consommateur supporte définitivement les frais de reprise ou d'enlèvement du bien non conforme, ou s'il supporte les frais d'installation du bien réparé ou de remplacement ;

« 4° La non-conformité du bien persiste en dépit de la tentative de mise en conformité du vendeur restée infructueuse.

« Le consommateur a également droit à une réduction du prix du bien ou à la résolution du contrat lorsque le défaut de conformité est si grave qu'il justifie que la réduction du prix ou la résolution du contrat soit immédiate. Le consommateur n'est alors pas tenu de demander la réparation ou le remplacement du bien au préalable.

« Le consommateur n'a pas droit à la résolution de la vente si le défaut de conformité est mineur.

« Toute période d'immobilisation du bien en vue de sa réparation ou de son remplacement suspend la garantie qui restait à courir jusqu'à la délivrance du bien remis en état.

« Les droits mentionnés ci-dessus résultent de l'application des articles L. 217-1 à L. 217-32 du code de la consommation.

« Le vendeur qui fait obstacle de mauvaise foi à la mise en œuvre de la garantie légale de conformité encourt une amende civile d'un montant maximal de 300 000 euros, qui peut être porté jusqu'à 10 % du chiffre d'affaires moyen annuel (article L. 241-5 du code de la consommation).

« Le consommateur bénéficie également de la garantie légale des vices cachés en application des articles 1641 à 1649 du code civil, pendant une durée de deux ans à compter de la découverte du défaut. Cette garantie donne droit à une réduction de prix si le bien est conservé ou à un remboursement intégral contre restitution du bien. »

Afin de mettre en œuvre Les Garanties Légales vous devrez livrer la montre en toute sécurité à notre centre de service, comme il convient et avec une assurance adéquate. Ceci sera de votre seule responsabilité et **à vos frais**, sauf indication contraire. Si vous êtes établis en France et avez une réclamation valable sous garantie, nous ne facturerons aucun frais d'envoi et d'emballage pour vous renvoyer la montre (sauf si le travail à effectuer implique uniquement un remplacement de piles).

Pour toute question relative aux Garanties Légales, ainsi qu'à leur mise en œuvre, veuillez nous contacter :

A l'adresse postale suivante :

**WATCHFINDER EUROPE B.V.,  
10 cite du Retiro  
Paris 75008, France**

OU au numéro suivant :

**0843 636 2381 (appuyez sur 4 pour le service)**

OU à l'adresse électronique suivante :

**aftersales@watchfinder.co.uk**

### 13. Garantie Commerciale

Nos montres d'occasions sont fournies avec notre garantie commerciale de 24 mois Totale ou Limitée (la « Garantie Commerciale ») à compter du jour où vous réceptionnez votre montre. La Garantie Commerciale protège votre montre contre les défauts mécaniques ou de fabrication, sous réserve des conditions décrites ci-dessous. Notre Garantie Commerciale s'applique en sus des droits dont bénéficie les clients domiciliés en France au titre des Garanties légales, mais ne s'applique pas aux montres neuves encore sous garantie fabriquant.

Si votre montre est protégée par une Garantie Commerciale Limitée, étant donné l'âge de la montre, nous ne garantissons pas qu'elle puisse maintenir le niveau de précision attendu en matière de chronométrage, ou qu'elle fonctionne correctement dans des environnements humides ou résiste correctement à l'eau.

Votre Garantie Commerciale est liée à votre adresse postale. Afin d'assurer la validité de votre Garantie Commerciale, veuillez nous informer de tout changement de coordonnées, y compris votre nom complet, votre adresse postale, votre adresse électronique et votre numéro de téléphone. Si les produits ont été achetés dans le cadre d'un cadeau pour un tiers, merci de nous fournir les coordonnées le concernant.

La Garantie Commerciale ne couvre pas la perte ou le vol de votre montre, l'usure normale, les dommages causés à votre montre par accident, mauvaise manipulation, mauvais traitement ou négligence (y compris, sans limitation, toute négligence résultant d'un non-respect des instructions du fabricant et/ou de nos équipes). En particulier, l'usure du bracelet, du verre, du fermoir, et les dommages esthétiques ne sont pas couverts par notre Garantie Commerciale. Si votre montre est couverte par notre Garantie Commerciale Limitée, les imprécisions de la montre dans son indication de l'heure, ainsi que les dommages liés à l'infiltration d'eau, ne sont pas couverts.

Si votre montre nous est retournée pour une demande valable sous Garantie Commerciale alors qu'elle est également couverte par la garantie du fabricant, nous nous réservons le droit d'utiliser de cette garantie du fabricant en lieu et place de notre garantie.

Votre Garantie Commerciale sera annulée si un tiers effectue des tests ou travaux sur votre montre (y compris, sans limitation, le démontage de votre montre pour inspection) à notre insu et sans notre consentement préalable.

L'utilisation de composants de rechange peut gravement compromettre la performance technique, la fiabilité et la résistance à l'eau de votre montre. Toute modification de votre montre par l'ajout ou le remplacement de composants par des produits d'occasion non fournis par le fabricant entraînera l'annulation de votre Garantie Commerciale.

En cas de demande sous garantie, nous vous rembourserons, réparerons ou remplacerons votre montre, à notre seule discrétion. Le délai de traitement que nous pourrions vous indiquer n'est ni contraignant, ni essentiel.

La décision finale concernant toutes réclamations contre notre Garantie Commerciale nous appartient. Si un litige survient à propos de la Garantie Commerciale, nous nous réservons en outre le droit de nommer un expert horloger indépendant pour qu'il se prononce sur les aspects litigieux en question, sans que ceci ne soit obligatoire. Les conclusions du rapport de l'expert horloger figurant dans son rapport obligent les deux parties au litige. Merci de noter que si le fabricant émet des recommandations qui diffèrent des nôtres, ce sont nos recommandations qui prévalent dans le cadre de notre Garantie Commerciale.

Si vous résidez hors de France, vous devrez peut-être payer des droits d'importation ou d'autres taxes, frais et charges appliqués par les douanes ou d'autres autorités de votre pays en lien avec les travaux effectués dans le cadre de la Garantie Commerciale, en particulier si vous ne remplissez pas correctement les déclarations correspondantes.

Veuillez noter que vous devez livrer la montre en toute sécurité à notre centre de service, comme il convient et avec une assurance adéquate, que ce soit pour une inspection ou pour faire valoir vos droits en vertu de votre Garantie Commerciale ou

pour toute autre raison. Ceci sera de votre seule responsabilité et **à vos frais**, sauf indication contraire. Nous vous facturerons les frais d'envoi et d'emballage ainsi que toutes les autres taxes, frais et charges appliquées par les douanes survenues dans le cadre de nos prestations sous Garantie si vous résidez en dehors de France.

Le renvoi de la montre sera effectué lorsque la montre aura été livrée à l'adresse indiquée dans votre commande ou lorsque la montre sera récupérée en nos bureaux (par vous ou votre représentant).

Si vous faites appel à un autre service de livraison de colis pour récupérer votre montre, la livraison sera effectuée lorsque la montre aura été retirée de nos bureaux. Cela signifie que nous ne sommes pas responsables si la montre est perdue ou endommagée au cours du transit.

La montre est sous votre responsabilité dès que la livraison a été effectuée.

Votre Garantie est personnelle et n'est pas transférable..

Si vous souhaitez faire une demande ou une réclamation en rapport avec votre Garantie Commerciale, veuillez contacter un membre de notre équipe service en appelant le 0843 636 2381 (appuyez sur 4 pour le service) ou en envoyant un courrier électronique à l'adresse suivante : [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk).

## 14. BRACELETS SIZES

Given the nature of our products, bracelet sizes may vary as they are not always supplied to us with a full accompaniment of links. Agreeing to alter bracelet sizes is entirely at Watchfinder's discretion.

## 15. RETURNS

You may cancel the contract of sale relating to one or more products without giving any reason within the first 14 days of receiving the products. Products purchased online will come with a tamper-proof returns sticker which allows for the products to be tried on and examined for any faults.

To exercise your right to cancel, you can contact our Customer Service team and follow the instructions that will be given to you, or you can send us in writing an unequivocal statement via e-mail to [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk). Alternatively, you may cancel using the Model Cancellation Form provided below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to cancel the order before the cancellation period has expired.

Return postage, packaging and insurance will be at your expense and your responsibility and you must follow our reasonable instructions. We recommend you use a tracked mail system and retain proof of postage. You must ensure that you pack the products appropriately to prevent damage during transit.

Please see the below for returns information:

- a. if your order is faulty on delivery, we will refund your reasonably incurred return postage costs (excluding any insurance and ancillary costs) provided you comply with our reasonable return instructions and you provide us with a copy of any relevant receipts;
- b. in all cases, you shall remain responsible for ensuring that you pack your order appropriately to prevent damage during transit and it is your responsibility to fully insure the order on return; and
- c. you may also have to pay import/export duties or other taxes, fees and charges applied by customs or other authorities for work carried out on the order, particularly if you do not correctly complete the appropriate 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.

We reserve the right to make any deductions from any reimbursement due to you for loss in value of any products, or reject your return entirely, as a result of any unnecessary handling whilst in your care. You must take reasonable care of the products and you must return the products (including all accompanying items received with your order) in their original condition as sold to you. In particular, you agree that the paperwork, where supplied, must be returned in full. Before accepting any return, all returned products will be inspected by our servicing department to confirm the authenticity and integrity of the products at issue and you will incur a charge for any work necessary if the products are found to be damaged or otherwise compromised from the handling of the products.

Regardless of where you are returning your item from, you retain the risk and responsibility of the order until it is received by us or our appointed courier.



You must action your return within 14 days of informing us of your intention to return.

### **Model Cancellation Form**

- a. To Watchfinder [name] [INSERT ADDRESS]
- b. I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods
- c. (\*)
- d. ordered on (\*)/received on (\*),
- e. Name of consumer(s),
- f. Address of consumer(s),
- g. Signature of consumer(s) (only if this form is notified on paper),
- h. Date
- i. (\*) Delete as appropriate

## **16. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to the products and Sales Channels whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.

Nothing in these Conditions of Sale limits or excludes our liability for any liability which cannot be limited or excluded by applicable law. Subject to the preceding sentence, our aggregate liability to you under these Conditions of Sale for any order whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the price of the product(s) in your order.

Please note that in some jurisdictions consumer protection laws may not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations may not apply.

## **17. REFUNDS**

If you are due a refund under these Conditions of Sale, we will use commercially reasonable endeavours to refund you 30 days after that date on which we have accepted your return, unless legally prohibited from doing so. We reserve the right to refuse any refund that is requested to be sent to an account other than the one that made the initial payment and not in the currency you paid, unless agreed otherwise. Moreover, we will use commercially reasonable endeavours to refund the purchase price to you using the same means of payment used for the initial transaction. Initial shipping charges will be refunded, except where you had originally opted for a non-standard delivery, in which case the supplemental costs will be non-refundable.

## **18. CREDIT NOTES**

Your credit note may be limited in time; please check the credit note to see what time limit applies. If for any valid reason you choose to return products purchased with a credit note, another credit note will be issued.

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

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

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

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

## **19. ENTIRE AGREEMENT & CONFLICT WITH OTHER AGREEMENTS**

These Conditions of Sale, and other applicable documents, constitute the entire agreement between the parties. If there is any inconsistency between other communications and these Conditions of Sale, 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 Conditions of Sale.

## 20. WATCHFINDER MARKETPLACE AND CERTIFIED SELLERS

**This clause is only applicable for customers residing in the United Kingdom and purchasing through Watchfinder.co.uk and when purchasing from one of our carefully selected third party sellers** ("Certified Sellers"). As set out above, whilst the sale will be conducted on Watchfinder's Platform, your contract will be with the Certified Seller. Please see our Marketplace FAQs for more information. This clause will set out any changes to the Watchfinder Conditions of Sale when you purchase through a Certified Seller and any other relevant information that may be relevant to your purchase.

- a. Clause 4 will not apply to you and will be replaced with the following: Payments must be made to us in the local currency of the Selling Entity, unless you are authorised to do so differently by us, and any refunds will only be issued by us in the local currency of the Selling Entity. We do not accept liability for fluctuations in the exchange rate, which may affect any refund if you are based outside of the Selling Entity's country.

Prices shown on the product pages of the Platforms or as otherwise quoted by the available Sales Channels include sales taxes/VAT but exclude shipping costs and other taxes unless otherwise stated.

Our delivery charges will be notified to you prior to purchase and will be added to the total amount due and shown in the "Order Summary" page of our Platform before you place your order.

You must make payment for the products at the same time as placing an order. We must receive full and cleared funds prior to dispatch of the products (either by direct payment from you or via a consumer finance option).

We accept the methods of payment identified in the "Payment Details" page of the checkout.

We do not accept bank wire transfers for orders placed through our Certified Sellers.

The "Order Summary" page of our Platform will give you a breakdown of the price of the products, our delivery charges and any credit card surcharges and will display a total amount payable.

- b. Clause 5 will not apply to you and will be replaced with the following: Once you have made your choice and your order has been placed through the Sales Channels, you will receive a written acknowledgement of order (by e-mail or otherwise confirming the details of your order together with an order reference number). Please make sure that you save this order reference number for any future enquiries regarding your order. This acknowledgement of order is not an acceptance of your order. To proceed with the order, we will conduct usual credit, anti-fraud, security and related legal checks and, if acceptable, will then process your order. Upon receipt of the acknowledgement of order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the acknowledgement of order does not reflect your intentions, you should contact the Sales or After Sales teams promptly.

The order will then be passed to our Certified Seller to confirm their ability to fulfil the order. The Certified Seller will then inform us, who in turn will inform you that the order has been accepted by the Certified Seller. In the event the Certified Seller is unable to fulfil your order, we will update you as soon as reasonably practicable.

Once all standard due diligence checks and physical inspection has been undertaken and approved on the Certified Seller's watch, we will email you to confirm shipment of your order and we will send you a confirmation of order & shipment in writing (by e-mail or otherwise). This confirmation of order & shipment constitutes our acceptance of your order and indicates the existence of a binding sales contract between you and the Certified Seller.

- c. Clause 6 will not apply to you and will be replaced with the following: Purchases made through our Certified Sellers will only be deliverable to individuals residing in the United Kingdom.

Whilst we have strict processes in place, delivery of your order may take longer than usual as we are reliant on our Certified Seller to first send the product to Watchfinder for authentication and due diligence checks. Watchfinder will then, once the order has been confirmed to you, fulfil delivery to you and will use reasonable efforts to ensure delivery by the carrier within the estimated delivery date given to you, and in any case within 30 days from the date of confirmation.

Please also note that we do not ship to certain countries or addresses, such as military, certain restricted areas or PO boxes.

Delivery of the products will be deemed completed when we or our appointed courier deliver the products at your provided location or when the products are collected from our premises by you.

If you independently arrange for another courier or third party to collect the products, delivery will be completed when the products are collected from our premises by your appointed courier/third party.

We reserve the right to conduct a full investigation into any claims for non-delivery which may include reporting the matter to local police and/or other authorities to investigate. We will conduct any investigation as quickly as possible but are reliant on third parties' compliance.

## 21. RANKINGS PARAMETERS

Products made available for sale by us over the Platform are ranked on listing pages according to an algorithm that considers the following criteria:

(i) price; (ii) newness and specification of the Products (e.g. category, colour); (iii) stock and size availability; and (iv) upload date.

When identical Products are made available for sale through the Platform from two or more distinct sellers, the following criteria are taken into account, as applicable: (a) promoted listings (b) stock and size availability; (c) delivery time to Customer; and (d) Product upload date.

## 22. GENERAL

### **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.

### **Communications between us**

If you wish to contact us in writing, or if any clause in these Conditions of Purchase requires you to give us notice in writing, you can send this to us by e-mail to Watchfinder at [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk)

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.

### **Waiver**

If we fail, at any time during the term of a contract, to insist upon strict performance by you of any of your obligations under the contract or any of these Conditions of Purchase 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.

A waiver by us of any default of these Conditions of Purchase by you will not constitute a waiver of any subsequent default.

No waiver by us of any of these Conditions of Purchase will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### **No Partnership or Agency**

Except as expressly provided, nothing in these Conditions of Purchase 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.

### **Severability**

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

### **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.

### **Our right to vary these Conditions of Purchase**

We have the right to revise and amend these Conditions of Purchase from time to time.

You will be subject to our terms and conditions in force at the time that you place your Order with us, unless any change to those terms or 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 terms or conditions 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 conditions by proceeding with your Order).

### **Transfer of our rights and obligations**

We may transfer our rights and obligations under these Conditions of Purchase 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 Conditions of Purchase.

### **Governing law and jurisdiction**

These Conditions of Sale shall be governed by and construed in accordance with the laws of the country in which the applicable Selling Entity is dispatching the products from, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Conditions of Sale, including the validity, invalidity, breach or termination of the Conditions of Sale, shall be adjudicated or arbitrated in accordance with the Conditions of Sale. Where the applicable laws are different to the mandatory consumer laws in your own country, we will afford you with similar protection.

You may bring proceedings against us either in the courts of Italy or in the courts of the country where you are resident. We may also bring proceedings against you in the courts of the country where you are resident.

Without any restriction to bring proceedings before a court, you and Watchfinder will first 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 a Watch, the Conditions of Purchase or any breach thereof.

If you are a consumer resident in the European Union, you have the right to submit your complaint to an Alternative Dispute Resolution entity. To find a list of ADR entities in your country, you may refer to the European Commission Online Dispute Resolution platform at the following address: <http://ec.europa.eu/odr/>.

## **23. Contact Us**

If you have any questions or comments about these Conditions of Sale, or matters generally, please contact us at the address provided below.

Aftersales: [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk).

Sales: [Sales@watchfinder.co.uk](mailto:Sales@watchfinder.co.uk)

**As a consumer, nothing in these Conditions of Purchase will affect your statutory rights.**

# **TERMS AND CONDITIONS OF PURCHASE**

## **INTRODUCTION**

These Conditions of Purchase apply to any purchase made by Watchfinder (as defined below), using this website and any associated mobile or digital applications that refer to these Conditions of Purchase (the "Platforms") or by telephone or via our Purchasing team (together with the Platforms, the "Purchasing Channels").

The entity that will purchase the watch to you will depend on the delivery address to which you wish to ship the watch ("Watchfinder", "us", "our", "we", the "Purchasing Entity"):

**Customers based in the United Kingdom:** Watchfinder.co.uk Limited registered at 15 Hill Street, London W1J 5QT.

**Customers based in the European Union:** French branch of Watchfinder Europe B.V., located at 10 Cite du Retiro, 75008, Paris, France. Watchfinder Europe B.V., has its registered office at Herengracht 436, 1017 BZ, Amsterdam, Netherlands, VAT number NL863942957B01.

**Customers based in Switzerland:** Watchfinder Switzerland SA, Route des Biches 9, 17 Villars-sur-Glâne, Switzerland.

and the legal terms and conditions that will apply to any contract between us for the sale of your watch to Watchfinder ("you", "your").

By selling your watch to Watchfinder, you agree to be bound by these Conditions of Purchase.

You should save these Conditions of Purchase for future reference.

The Purchasing Entity is an affiliate of Watchfinder.co.uk Limited, which owns and edits the Platforms pursuant to the Terms of Use. Watchfinder.co.uk Limited is also responsible for our information collection practices pursuant to the terms of the Privacy Policy and the Cookie Policy. By placing an order, you agree to be bound by the Terms of Use, Privacy Policy and Cookie Policy the terms of which are incorporated into these Conditions of Purchase.

It is important that you read and understand these Conditions of Purchase before you sell your watch to us. If there is any term that you do not understand or do not accept, then please discuss this with a member of our Purchasing team before placing your Order or, if a member of our Purchasing team is unavailable, contact our Customer Services team by email [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk).

Clause headings shall not affect the interpretation of these Conditions of Purchase.

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

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

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.

## 1. SELLING ELIGIBILITY

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 manufacturer box and/or paperwork and serial number (if available), by entering details on the "Sell Your Watch" page on our Platform or by navigating through our catalogue on the "Sell Your Watch" page to find the watch you wish to sell.

When completing the "Sell Your Watch" process, you will be provided with an initial quotation by Watchfinder, which will be a preliminary and conditional quotation based on the information you have provided (the "Initial Quotation").

Please provide information about your watch fully and accurately. The provision of inaccurate or misleading information by you may result in an inaccurate Initial Quotation which cannot be relied upon by you.

We will contact you with the Initial Quotation via email, telephone or online notification. If you do not, or are unable to, receive your Initial Quotation, please contact our Purchasing team.

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 7 days from the date of issue, however, this is at our discretion.

On receipt of your watch at our servicing centre your watch will be subject to physical inspection and due diligence checks, the latter of which will include a search through any lost and stolen databases or registers. Please note that should your watch match an item on a database or register of stolen watches, whether internal or external, then Watchfinder may be legally bound to secure the watch and, where necessary, to inform local law enforcement. In this event, no payment or credit will be made and you may be required to contact the owner of the relevant register and/or local law enforcement to resolve the matter directly.

Upon conclusion of satisfactory due diligence checks and physical inspections, we may provide a final valuation to you, which will be Watchfinder's formal offer to purchase your watch from you (the "Final Valuation"). In the event we decide to proceed with offering you a Final Valuation, you will have 30 days to accept the Final Valuation. Any extension of this time will be solely at our discretion. You will be informed of your Final Valuation by email, telephone, or online notification on your Watchfinder account. A non-accepted Final Valuation can be withdrawn or amended at any time by Watchfinder without incurring any liability to you.

Should we decide not to proceed with the purchase we will arrange to return the watch to you, unless we are legally prevented from doing so.

The Final Valuation may differ to the Initial Quotation for reasons including, but not limited to: (i) the watch does not fully comply with the information provided during the Initial Quotation process; or (ii) the condition is such that it has a substantial impact on the value of the watch; or (iii) other relevant factors not previously disclosed which affect the valuation.

Prior to the completion of the contract with us, you hereby consent to any of the box and/or paperwork that contain your personal information (for example a warranty card bearing your name) being shared with a prospective Watchfinder customer. If the box and/or paperwork contains third party personal information, you warrant that you have received the appropriate consents to share that information with a prospective Watchfinder customer and agree to indemnify us in full for any third party claims against us in relation to the sharing of that third party data upon a subsequent sale by us of your watch.

The contract between us will only be formed when you have accepted the Final Valuation.

You can keep track of the purchase process by logging into your Watchfinder account. We will also endeavour to keep you regularly updated by e-mail.

Time is not of the essence for Watchfinder to complete any of its obligations set out herein.

## 2. PRICE AND PAYMENT

The prices quoted by us and all payments made by us will be in the local currency of the Purchasing Entity, unless we have agreed otherwise. The price quoted will be net of any deductibles, as will be detailed to you,

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.

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.

We will not make any payments to third parties and will only make 1 payment.

International sellers may be subject to an additional bank charge.

Watchfinder reserves the right to set off any amount owed to it by you in the purchasing process of your watch.

Please see the Part-Exchange section below for information on Part-Exchange transactions.

The price quoted excludes import duties or other taxes, fees and charges that may be applicable.

You will pay all amounts due under these Conditions of Purchase 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.

## 3. DELIVERY

The following are acceptable forms of delivery of the watch from you to us. You may either:

- a. send the watch to the advised Watchfinder location; or
- b. hand deliver the watch to a member of staff within a Watchfinder boutique; or
- c. elect to have Watchfinder arrange collection of the watch from your home address ("Home Collection").

(collectively, the "Delivery Methods")

The watch will be your responsibility until received by us at our premises or received by our appointed courier in the case of Home Collection, at which point it will become our responsibility.

You will be sent comprehensive instructions should you select Home Collection as your Delivery Method, which will include packing instructions for your watch.

It will be your responsibility to appropriately pack your watch if you are sending the watch to us via Home Collection. We do not accept any liability for damage, loss, or non-receipt if, in our reasonable opinion, the watch was not packed properly prior to handing the parcel to our appointed courier or to us/our premises.

By selecting Home Collection, you hereby agree to consign your watch to us, via our appointed courier

You agree to follow all reasonable instructions, written or via telephone, we provide when following any of the Delivery Methods.

We will endeavour to inform you as soon as reasonably practicable when your watch has been received

Home Collection is subject to availability, depending on your location.

## 4. CUSTOMS & IMPORT/EXPORT OBLIGATIONS

If you are based outside of the customs area of the Purchasing Entity, 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.

## 5. YOUR UNDERTAKINGS

You undertake that:

### **Information supplied by you**

all the information supplied by you, to us, is true, accurate and complete;

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**

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**

the watch has not been an insurance "write-off" or subject to substantial remedial repairs;

the watch has not been altered, customised or tampered with (including replacement parts that are not genuine to the manufacturer or which are counterfeit);

the watch is free from significant defects in design, material and workmanship;

### **Authenticity and provenance**

you accept that every element in the description of the watch, including its make, model and serial number, is a material and essential part of its identity and that the absence or non-fulfilment of any such element renders the watch radically and fundamentally different from the watch that you have agreed to supply;

the watch, serial number and documentation (including any original manufacturer box and/or paperwork) are original, genuine and accurate;

### **Taxes and Duties**

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; and

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

## 6. REMEDIES

If the watch does not comply with and/or you are in breach of any of the undertakings set out in the "Your Undertakings" section 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 or rescind the contract;
- b. to reject the watch and return it to you at your own risk and expense;
- c. to require you to provide a full refund of the price (if paid); and/or
- d. to claim damages for any other costs, loss or expenses incurred by us which are in any way attributable to your failure to carry out your obligations under the contract.

Our rights and remedies under these Conditions of Purchase are in addition to our rights and remedies implied by statute and common law.

In addition to our remedies set out above you agree to fully 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) 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 or failure 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 these Conditions of Purchase.

We may enforce these remedies at any point, to the maximum extent permitted at law, including after purchasing the watch.

## **7. PART-EXCHANGES**

A part-exchange will be formed from two elements:

- a. selling your watch to us; and
- b. using the sales price of the watch as set off against the purchase price of another watch you wish to buy from us.

The elements of a part-exchange transaction will be governed by these Conditions of Purchase and our Conditions of Sale, respectively.

We may consider if (i) or (ii) under this clause 8 does not proceed, or a respective obligation or undertaking is breached, the entire part exchange transaction may be voided.

Where the sales price for your watch 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, in line with "Price and Payment" above.

Where the sales price of your watch 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.

## **8. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to the products, or our systems, whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.

Nothing in these Conditions of Purchase limits or excludes our liability for any liability which cannot be limited or excluded by applicable law. Subject to the preceding sentence, our aggregate liability to you under these Conditions of Purchasing for any order whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the Initial Quotation or Final Valuation issued by us, whichever has been most recently communicated to you.

Please note that in some jurisdictions consumer protection laws may not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations may not apply.

## **9. OUR RIGHT TO CANCEL**

We reserve the right to cancel the purchase of your watch by us:

- a. if you have breached any of these Conditions of Purchase; or
- b. on any other reasonable grounds, as determined by us.

If we do cancel pursuant to this clause 10, we will contact you as soon as reasonably practicable to discuss the return of your watch to you.

## **10. CUSTOMER VERIFICATION**

Watchfinder may request further information from you from time to time. You must comply with all reasonable requests from Watchfinder to obtain further information on you or your watch.

Failure to complete any customer verification requests will result in the transaction being cancelled.



## 11. ENTIRE AGREEMENT & CONFLICT WITH OTHER AGREEMENTS

These Conditions of Purchase, and other applicable documents, constitute the entire agreement between the parties. If there is any inconsistency between other communications and these Conditions of Purchase, 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 Conditions of Purchase.

## 12. NON-GENUINE PARTS

In the event that upon inspection, we discover that your watch contains non-genuine parts, which in turn could represent such significance that the entire watch is adjudged as counterfeit, we will need to comply with all correct legal steps and processes to appropriately address the issues with the watch. We will endeavour to keep you informed during these processes but may be prohibited from doing so due to legal restrictions.

## 13. GENERAL

### 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.

### Communications between us

If you wish to contact us in writing, or if any clause in these Conditions of Purchase requires you to give us notice in writing, you can send this to us by e-mail to Watchfinder at [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk)

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.

### Waiver

If we fail, at any time during the term of a contract, to insist upon strict performance by you of any of your obligations under the contract or any of these Conditions of Sale 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.

A waiver by us of any default of these Conditions of Sale by you will not constitute a waiver of any subsequent default.

No waiver by us of any of these Conditions of Sale will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### No Partnership or Agency

Except as expressly provided, nothing in these Conditions of Purchase 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.

### Severability

If any court or competent authority decides that any of the provisions or paragraphs of these Conditions of Sale 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 Conditions of Sale, which will continue to be valid to the fullest extent permitted by law.

### 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.

### Our right to vary these Conditions of Purchase

We have the right to revise and amend these Conditions of Purchase from time to time.

You will be subject to our terms and conditions in force at the time that you place your Order with us, unless any change to those terms or 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 terms or conditions 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 conditions by proceeding with your Order).

### **Transfer of our rights and obligations**

We may transfer our rights and obligations under these Conditions of Sale 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 Conditions of Sale.

### **Events outside of our control**

We are not responsible for any failure or delay in performing or complying with our obligations under these Conditions of Sale which arises from any cause beyond our reasonable control.

### **Governing law and jurisdiction**

These Conditions of Purchase shall be governed by and construed in accordance with the laws of the country in which the applicable Purchasing Entity is buying the products from, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Conditions of Purchase, including the validity, invalidity, breach or termination of the Conditions of Purchase, shall be adjudicated or arbitrated in accordance with the Conditions of Purchase. Where the applicable laws are different to the mandatory consumer laws in your own country, we will afford you with similar protection.

You may bring proceedings against us either in the courts of the respective Purchase Entity or in the courts of the country where you are resident. We may also bring proceedings against you in the courts of the country where you are resident.

If you are a consumer resident in the European Union, you have the right to submit your complaint to an Alternative Dispute Resolution entity. To find a list of ADR entities in your country, you may refer to the European Commission Online Dispute Resolution platform at the following address: <http://ec.europa.eu/odr/>.

**As a consumer, nothing in these Conditions of Purchase will affect your statutory rights.**

### **Contact us**

If you have any questions or comments about these Conditions of Purchase, or matters generally, please contact us at the address provided below.

Aftersales: [aftersales@watchfinder.co.uk](mailto:aftersales@watchfinder.co.uk).

Purchasing: [purchasing@watchfinder.co.uk](mailto:purchasing@watchfinder.co.uk)

## **CONDITIONS OF SERVICING**

### **ABOUT THESE CONDITIONS OF SERVICE**

These Conditions of Service apply to any paid servicing works carried out by Watchfinder (as defined below) Servicing Entity (as defined below), using this website and any associated mobile or digital applications that refer to these Conditions of Service (the "Platforms") or by telephone or via our Sales team (together with the Platforms, the "Sales Channels").

The entity that will service your watch ("Watchfinder", "us", "our", "we", the "Servicing Entity"):

**For customers based in the United Kingdom:** Watchfinder.co.uk Limited registered at 15 Hill Street, London W1J 5QT;

**For customers based in the European Union:** Watchfinder Europe B.V., Sucursal en Espana, Paseo de la Castellana, 28046, Madrid, Spain branch of Watchfinder Europe B.V., has its registered office at Herengracht 436, 1017 BZ, Amsterdam, Netherlands, VAT number NL863942957B01;

**For customers based in Switzerland:** Watchfinder Switzerland SA, Route des Biches 9, 17 Villars-sur-Glâne, Switzerland.

and the legal terms and conditions that will apply to any contract between us and you for the servicing of your watch.

By commissioning Watchfinder to carry out servicing work on your watch, you agree to be bound by these Conditions of Service.

You should save these Conditions of Service for future reference.

Watchfinder.co.uk Limited owns and edits the Platforms pursuant to the Terms of Use. Watchfinder.co.uk Limited is also responsible for our information collection practices pursuant to the terms of the Privacy Policy and the Cookie Policy. By agreeing to a service

quote, you agree to be bound by the Terms of Use, Privacy Policy and Cookie Policy the terms of which are incorporated into these Conditions of Service.

These Conditions of Service should be read in conjunction with any other documents or terms referred to herein.

Clause headings shall not affect the interpretation of these Conditions of Service.

A reference to writing or written includes e-mail.

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

## 1. WHAT TO EXPECT

- a. We will assess your watch upon receipt to determine the scope of work required, unless your instructions are specific and 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 hereby consent to by agreeing to these Conditions of Service and 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 unopened to the manufacturer).
- c. Once we have determined the scope of work required, we will provide you with a written quotation detailing the necessary, and any optional, works and the cost of the works (the "Quotation"). No work will be started until you have accepted, in writing, the Quotation and have given us permission to start the work.
- d. Where, in our reasonable opinion, your watch requires replacement parts, we will fit only genuine replacement parts. You will be informed before undertaking these works.
- e. 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 we 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.
- f. You must provide all instructions and/or consents in writing for us to proceed with works under these Conditions of Service.
- g. We will carry out all work with reasonable care and skill. There may be some watch materials that we cannot conduct an element of work on. We will inform you as soon as reasonably practicable of our inability to conduct any such works.

## 2. TIME FOR COMPLETION OF WORK

- a. We shall perform the work within a reasonable time taking into account our reliance on any third party providers and shall 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 in the case of events outside our control (as per clause 10). Whilst we endeavour to complete the works as quickly as possible, time is not of the essence when completing the work.
- 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 or other third party.

## 3. EXTERNAL WORK

- a. We reserve the right, if we are unable to carry out work on your watch in our service centre, to outsource your watch to a manufacturer or other third party. We will provide reasonable notice to you before doing so.
- b. If we need to send your watch to a manufacturer or other third party, this may increase the cost (unless the work is being completed under warranty) and time for completion of the work.
- c. We will provide you with a copy of the manufacturer's or other third party's quotation as soon reasonably practicable after receipt by us, for your approval which will be required in writing.
- d. If you do not accept the manufacturer or other third party's 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 fully reimburse us for any such charges.
- e. While we will make reasonable efforts to ensure that any third parties we instruct to carry out work on your watch comply with reasonable standards of skill, integrity and reliability and with your requirements, you accept and agree that we give no warranty, guarantee or representation as to the suitability of any third party engaged for any work.

f. 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. Without prejudice to clause 9(a), we do not accept any liability whatsoever in relation to any work carried out by manufacturers.

#### 4. PRICE AND PAYMENT

- a. Unless agreed otherwise, you will be responsible for payment of all costs due to Watchfinder upon notification that the works have been completed.
- b. All payments must be made in the currency advised by Watchfinder. Any refunds will be made as soon as reasonably practicable and will be returned in the same currency as that of the payment originally sent to Watchfinder, unless the payment currency was contrary to Watchfinder's instructions
- c. The price for the work excludes delivery costs (between us and you and between us and the manufacturer/third party if applicable), which may be added to the total amount due. If we receive a watch for work that does not proceed, then we reserve the right to recharge any reasonably incurred delivery costs to you, unless the decision not to proceed with the work was ours.
- d. We will only send the watch back to you after receipt of your full payment
- e. Unless agreed otherwise, payment should be made via debit card or credit card or bank transfer. You will be advised of the appropriate details when issued your Quotation or upon notification that the work has been completed.
- f. 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 of the works in order to recover any outstanding sums owed to us. We will notify you of the same at the most recent contact address we have on file for you at least one month before we seek to exercise this right. We will deduct any outstanding sum owed to us, together with our reasonable administrative charges incurred in exercising this right, from the proceeds achieved from the sale of your watch and shall seek to return any balance to you (provided you give us your current bank details).

#### 5. SERVICING WARRANTY

Any chargeable servicing work will entitle you to a 24-month service warranty, protecting your watch against defects arising from our work ("Servicing Warranty"). The Servicing Warranty will cover all chargeable works but only to the extent of the exact repair work carried out, for example: a full service will come with a full warranty on the work but chargeable works on a specific element of the watch will only cover that element.

Your Servicing Warranty is valid from the date of completion of the work. Any work carried out under our Servicing Warranty (whether a Watchfinder Warranty or a Servicing Warranty) will not extend the relevant warranty period.

Your Servicing Warranty will be registered to your current postal address. To ensure your Servicing 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.

Our Servicing 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's 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 Servicing Warranty.

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

In the event of a claim against the Services Warranty, we will seek to repair your watch free of charge (excluding the cost of any parts necessary). You will need to notify us of your claim as soon as reasonably possible after your discovery of a problem with your watch, and in any event no later than 2 weeks after you first notice the problem. We will seek to complete the work within a reasonable period of time, but you acknowledge that this may extend to several months when unavoidably caused by factors beyond our reasonable control, particularly where we may need to rely on third parties.

We do not provide a Servicing Warranty where the work is completed by a manufacturer.

We have the final decision on all claims against our Servicing Warranty. If any dispute arises in connection with the Servicing Warranty, we reserve the right to instruct an independent third party watchmaker nominated by us to determine the issues in dispute, although we 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, save in the case of manifest error.

Please refer to the "Delivery Methods" set out in our Conditions of Purchase for details of the acceptable forms of delivery of your watch to us, x applicable to work carried out under the Servicing Warranty.

The Servicing Warranty is personal to you and is non-transferable, though it may be transferred with our written consent. The Servicing Warranty is in addition to your statutory rights.

## 6. DELIVERY

- a. You will be advised of a Watchfinder delivery address to which you should send your watch. 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. Delivery of the watch back to you will be completed when the watch is received at the address you have provided or when 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.

## CUSTOMS & IMPORT/EXPORT OBLIGATIONS

If you are based outside of the jurisdiction you are sending your watch to, 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.

## 7. YOUR RIGHT TO CANCEL

- a. You have a right to cancel this contract without giving any reason within the Cancellation Period specified below. The cancellation period will expire 14 days from the day you provide your formal acceptance of our Quotation (the "Cancellation Period").
- b. To exercise your right to cancel you must notify, by e-mail, either the sales advisor that dealt with your Order or our Customer Services team (AfterSales@Watchfinder.co.uk), unequivocally stating your desire to cancel all works.
- c. If you communicate to us, as per clause 8(b), that you wish to cancel the works during the Cancellation Period, you will pay us an amount proportionate to any work that we may already have completed, and/or in respect of any specific parts we may already have purchased to undertake the works, prior to the date of receipt of your cancellation notice. If we have fully completed the work, you will be liable for the full amount due. Subject to deduction in respect of any works already undertaken, or parts purchased, if you have paid for the works in advance, we will return the monies due to you as soon as reasonably practicable and to the account/payment method you paid us from. For the avoidance of doubt, if you communicate your desire to cancel works prior to parts being purchased and/or works beginning, no cost will be due to you for the works.

## 8. OUR LIABILITY

- a. Nothing in these Conditions of Service shall limit or exclude our liability for any matter in respect of which it would be unlawful for us to exclude or restrict such liability (including without limitation: (i) death or personal injury caused by our negligence; and (ii) our fraud or fraudulent misrepresentation).
- b. Subject to clauses 9(a) and 9(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 Conditions of Service.
- c. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential loss, so the above exclusion at clause 9(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 communicated between you and us at the time we entered into the contract.
- d. 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.
- e. If, due to our negligence, we damage your watch, we will pay for the reasonable costs of the repair, as determined by us, or replacement (less wear or tear) of your watch.

- f. Without prejudice to the 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 your watch or pay for the works within 12 months of the date of completion of the work; (ii) any sentimental or other non-commercial value stated by you as attaching 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 have instructed 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 third party 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, but where you have nevertheless provided your consent for the work to be carried out; (vii) the instruction by us to a third party for work to be carried out on your watch on your behalf; or (viii) anything that did not result from a breach by us of these Conditions of Service.
- g. Subject to clause 9(a), our total liability to you in respect of all other losses arising under or in connection with work carried out on your watch, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total cost of the work, as detailed on the most recently issued Quotation, or the market value of your watch as estimated by us (whichever is lower).
- h. Until a formal Quotation has been issued, Watchfinder makes no warranties, representations or guarantees that any cost estimate provided to you prior to receiving your watch is the final price or scope of the works. Please note that once we receive the watch, the costs and scope of the works may differ from any estimate previously provided to you.

## 9. EVENTS OUTSIDE OF OUR CONTROL

We will not be responsible for any failure to perform, or for any delay in performance of any of our obligations under these Conditions that is caused by events outside our control. This does not affect your legal rights.

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, epidemic, pandemic, explosion, accident, war, act of terrorism, industrial dispute (not involving our employees), acts of or mandatory restrictions imposed by 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 that we rely upon.

## 10. ENTIRE AGREEMENT & CONFLICT WITH OTHER AGREEMENTS

These Conditions of Service, and any other applicable documents referred to herein, constitute the entire agreement between the parties. If there is any inconsistency between other communications and these Conditions of Service, 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 Conditions of Service.

## 11. GENERAL

### 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.

### Communications between us

If you wish to contact us in writing, or if any clause in these Conditions of Service requires you to give us notice in writing, you can send this to us by e-mail to Watchfinder at [aftersales@Watchfinder.co.uk](mailto:aftersales@Watchfinder.co.uk)

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.

### Waiver

If we fail, at any time during the term of a contract, to insist upon strict performance by you of any of your obligations under the contract or any of these Conditions of Servicing 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.

A waiver by us of any default by you of these Conditions of Servicing will not constitute a waiver of any subsequent default.

No waiver by us of any of these Conditions of Servicing will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### **Severability**

If any court or competent authority decides that any of the provisions or paragraphs of these Conditions of Servicing and/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.

### **Third party rights**

Except as expressly provided, and subject to any rights that you may have under any applicable manufacturer's warranty, 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.

### **Our right to vary these terms**

We have the right to revise and amend these Conditions of Servicing from time to time.

You will be subject to our terms and conditions in force at the time that you place your Order with us, unless any change to those terms and conditions is required to be made by law or governmental authority (in which case they will apply to orders previously placed by you), or if we notify you of the change to those terms and conditions 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 conditions by proceeding with your Order).

### **Transfer of our rights and obligations**

We may transfer our rights and obligations under these Conditions 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 Conditions.

### **Governing law and jurisdiction**

These Conditions of Service shall be governed by and construed in accordance with the laws of England, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Conditions of Service, including the validity, invalidity, breach or termination of the Conditions of Service, shall be adjudicated or arbitrated in accordance with the Conditions of Service. Where the laws of England are different to the mandatory consumer laws in your own country, we will afford you with similar protection.

You may bring proceedings against us either in the courts of England or in the country where you are domiciled. We may bring proceedings against you in the courts of the country where you are domiciled.

If you are a consumer resident in the European Union, you have the right to submit your complaint to an Alternative Dispute Resolution entity. To find a list of ADR entities in your country, you may refer to the European Commission Online Dispute Resolution platform at the following address: <https://ec.europa.eu/consumers/odr>

**As a consumer, nothing in these Conditions of Service will affect your statutory rights.**

## **PRICE PROMISE**

These terms and conditions (the "Terms") will outline the basis on which Watchfinder.co.uk Limited ("Watchfinder") will make an offer lower in value than that of the advertised price of a watch on sale ("Advertised Watch") from an Authorised Watch Retailer (as defined below) for an equivalent watch on [www.watchfinder.co.uk](http://www.watchfinder.co.uk) (the "Price Promise").

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

- a. The Price Promise may only be used for an Advertised Watch sold directly by a reputable (in Watchfinder's reasonable opinion) watch retailer, via any reputable platform (an "Authorised Watch Retailer") that is operating in the United Kingdom and must be in the equivalent currency as Watchfinder's watches.
- b. The Price Promise will not apply if the Advertised Watch is being sold by a private individual, an outlet or factory store, membership-exclusive deals or auction prices.
- c. The Price Promise will not be applicable for Advertised Watches included a promotion or are discounted when an offer-code is applied with the Authorised Watch Retailer.
- d. The Price Promise may be applied multiple times against any valid Advertised Watch up until the point of sale if a cheaper Advertised Watch is found. For example: if a cheaper, 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 cheaper 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 cheaper, alternative, Advertised Watch is found after the Watchfinder watch has sold. No cash, refund (notwithstanding your standard consumer rights) or alternative payment will be available in this instance.
- f. The Advertised Watch must be identical in brand, model number, functionality and materials used in all elements of the watch.
- g. The Advertised Watch must be in stock and available for immediate purchase and delivery processing from the Authorised Watch Retailer and Watchfinder.
- h. Watchfinder reserve the right to refuse the Price Promise if it is uneconomical for us to beat the price of the Advertised Watch due to additional costs including, but not limited to, delivery costs, customs and import/export duties and applicable taxes. For example, if the sales price of the Advertised Watch is exceedingly low, with a higher-than-normal delivery cost, the Price Promise will not apply.
- i. The Price Promise will not be applicable if there is a clear and identifiable typographical error on the Authorised Watch Retailer's advertising.
- j. You will be responsible for evidencing the Advertised Watch's current, lower price to Watchfinder's satisfaction. Evidence shall include, but is not limited to, as requested by Watchfinder: a URL to the web page of the Advertised Watch; written evidence of the value of the Advertised Watch from the seller; or the contemporary, valid and existing advertisement that details the value of the Advertised Watch.
- k. The Advertised Watch must be accompanied by a manufacturer or Authorised Watch Retailer warranty.
- l. The Advertised Watch must be accompanied by at least the equivalent watch box and warranty documentation as the equal watch would have on Watchfinder (for example: if there the original manufacturer warranty is still applicable on Watchfinder's watch but not the Advertised Watch, this would not qualify for the Price Promise).
- m. The condition of the Advertised Watch must not significantly deviate from Watchfinder's watch. The decision on the condition of the Advertised Watch will ultimately be Watchfinder's.
- n. The Advertised Watch must be newer or no older than six (6) months older than Watchfinder's watch.
- o. The Price Promise will not include any postage, packaging or administrative fees.
- p. Any transaction made using the Price Promise, including by how much Watchfinder will lower the price of their watch below the Advertised Watch's advertised price, will ultimately be at Watchfinder's discretion.
- q. Watchfinder reserve the right to refuse the Price Promise against an Advertised Watch that you have already made payment towards (this includes any part-payments or deposits towards a watch).
- r. Watchfinder reserves the right to withdraw the Price Promise at any time.

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

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

## TERMS OF WEBSITE USE

Last updated: December 2018

### About Watchfinder And These Terms Of Website Use

Watchfinder.co.uk Limited has its registered offices at 15 Hill Street, London W1J 5QT, United Kingdom. The Platforms are owned and edited by Watchfinder.

These Terms of Website Use govern your use of Watchfinder websites and mobile applications (together the "Platforms"). In these Terms of Website Use, we use the term Watchfinder (and "we", "us" and "our") to refer to the head office of Watchfinder at the registered address above and its affiliates.

**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.

### Our Privacy Policy



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

Customers selling products to Watchfinder or purchasing products from Watchfinder online or by phone through the Watchfinder Client Relations Centre must read the [Terms and Conditions](#), which will govern the terms and conditions of any such sales or purchases. The provisions entitled "Limitation of liability" below do not cover the sale of products online or over the phone; please refer to the [Terms and Conditions](#) for the relevant exclusions and limitations of liability.

## Use Of Materials On The Platforms

Watchfinder has created its various Platforms to provide information about its company and products for your personal use. Whilst considerable effort has been made to ensure that the visual representations of Watchfinder products displayed on the platforms are representative of the colour, design and style etc. of the original products, slight variations, distortions and/or differences may be apparent when compared to the original product. This may, for example, be due to technical issues such as your browser or computer settings. Accordingly, Watchfinder cannot be held liable for any apparent differences in the product images represented on the Platforms and the original products. We strongly advise you visit one of our boutiques or authorised retailers prior to making a purchase online or by phone.

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