## CUSTOMER SERVICE GENERAL TERMS AND CONDITIONS

#### ARTICLE 1 - SCOPE OF APPLICATION

These Customer Service General Terms and Conditions of Audemars Piguet (Malaysia) Sdn Bhd (formerly known as Lebrassus Sdn Bhd) ("AP") apply to any and all repairs and other maintenance services carried out by AP (the "Service") on any watch of the "Audemars Piguet" brand belonging to a third party, whether an individual or corporate entity (the "Customer"), and given for Service.

# ARTICLE 2 – REPAIRS: WEB CHECK IN WITH PICK UP REQUEST OR DROP OFF

2.1. When requested by the Customer and provided the Customer has created an account on www.audemarspiguet.com, the Customer may request a repair web check-in with pick-up of his watch in countries or regions where this repair web check-in with pick-up request is available. The Customer will receive a shipping kit along with further packaging and shipping instructions to securely package his watch. Once the shipping kit is ready, the Customer must contact the secured delivery service designated by AP to arrange or modify the pick-up provided the Customer has accepted the relevant terms and conditions of the secured delivery service (including its privacy policy). Once the secured delivery service has picked-up the watch, the Customer cannot cancel the repair web check-in with pick-up request. The watch will be delivered by the secured delivery service to the most appropriate local or abroad customer service center of the Audemars Piguet Group depending on the location, the required skills and the shortest expected leadtime. 2.2. Once the watch is delivered by a secured delivery service or directly by the Customer to AP, the Customer will be given an estimate provided that the type of Service required and its cost can be determined immediately (the "Estimate"). If the type of Service required and its cost cannot be determined immediately when the watch is dropped off directly by the Customer, the Customer will be given a service request form certifying that the watch has been left at AP for Service (the "Services Request"). The Estimate or the Services Request (as the case may be) describes the general external condition of the watch as observed by AP upon delivery of the watch at AP. The Customer who has been issued an Estimate is required to confirm to AP his acceptance of the Estimate during the validity period of the Estimate. AP reserves the right to modify the Estimate at any time if a defect is subsequently determined to be excluded from warranty which was not previously detected during the preparation of the Estimate for a watch delivered at AP during the warranty period.

4.3. When requested by the Customer or if it is not possible to promptly determine the nature and price of the Service when the watch is delivered, AP shall send the Customer, within a reasonable timeframe, an Estimate which requires the dismantling of the watch case for assessment of the movement. If requested by the Customer, AP may prepare a detailed estimate stating the watch components to be replaced or repaired during the Service (the "Detailed Estimate"). For the purposes of these Customer Service General Terms and Conditions, a reference to the term the "Estimate" hereafter includes Detailed Estimate and any other type of estimate.

2.4. An Estimate remains valid for 3 (three) months from the date it was issued and shall be expressly approved by the Customer. AP may (but it is not obliged to) send up to 3 (three) reminders during the validity period of the Estimate.

2.5. If, before the commencement of the Service, AP discovers that additional operations that were not included in the Estimate have to be carried out in order to maintain the operation, integrity and the water resistance of the watch, AP will promptly send the Customer an updated Estimate. The Service will only begin when the updated Estimate is expressly accepted by the Customer.

2.6. AP reserves the right to send the Customer's watch to Audemars Piguet (Marketing) SA, Le Brassus, Switzerland, a different local or abroad AP Authorised Service Center for the preparation of the Estimate.

2.7. When a watch is received by AP, it will be promptly recorded digitally to document its general condition on reception. If requested by the Customer, AP will provide the pictures, the video or extracts thereof. AP will keep the pictures and videos up to a period of 12 months from the date shown on the invoice.

#### ARTICLE 3 - PRICE FOR THE PREPARATION OF THE ESTIMATE

The Estimate is normally prepared free of charge except for a watch for which the reference cannot be identified or, a watch requiring restoration or certain models with grande complication(s). In these cases where the Estimate is chargeable, a deposit invoice will be issued when the watch is delivered at AP. Such deposit invoice is payable only if the Estimate is rejected by the Customer and shall be settled not later than when the watch is returned to the Customer. If an Estimate is not accepted during its period of validity, AP reserves the right to charge for the preparation of the Estimate and the storage of the watch.

#### ARTICLE 4 - PRICE OF THE SERVICE

4.1. The price of the Service quoted on an Estimate shall be net of goods and services tax and any other applicable taxes, and does not include the charge for packaging, transporting and/or insurance, unless a written agreement to the contrary is signed by AP and the Customer. AP reserves the right to charge separately the repair web check-in with pick up request to the Customer.
4.2. Unless otherwise agreed in writing and signed by AP and the Customer, the watch is returned to the

4.2. Unless otherwise agreed in writing and signed by AP and the Customer, the watch is returned to the Customer when the Customer has settled the price of the Service. AP reserves the right to request partial or full payment in advance, in particular where a restoration Service is to be carried out or where the watch is not going to be collected by the Customer in person at AP upon the completion of the Service (Article 8).
4.3. The Customer shall pay to AP, in addition to any amount payable by the Customer to AP herein, any sales tax or service tax as is applicable to any supply of goods and/or services made by AP to the Customer hereunder within such time as is required by AP. Further, in the event of the imposition or introduction of goods and services tax, value added tax or any similar tax, levy or charge by any appropriate authority, all such taxes, levies or charges as are applicable to any supply of goods and/or services hereunder shall be borne by the Customer.

#### ARTICLE 5 - REJECTION OF THE ESTIMATE BY THE CUSTOMER

If an Estimate is not accepted during its period of validity, or if the Customer rejects the Estimate, the watch will be returned to the Customer in accordance with Article 8, in the same condition to the largest extent possible as that when the watch was delivered at AP, once payment of all fees for drawing up the Estimate (if payable) as stated in Article 3 has been made.

## ARTICLE 6 - ACCEPTANCE OF THE ESTIMATE BY THE CUSTOMER

6.1. If anEstimate is accepted by the Customer within 15 (fifteen) business days from the date it was issued, AP agrees to exercise reasonable diligence to ensure the Service is carried out within the time set forth in the Estimate. A new timeframe will be indicated to the Customer if the Estimate is accepted after the 15 (fifteen) business day of issuance or more. The new timeframe will take into account AP's current workload at that time and may be longer than the timeframe originally set forth in the Estimate. Any timeframe provided to the Customer shall be for reference only. A "business day" is a day other than a Saturday, Sunday or general holiday in Malavsia, when the banks in Malavsia are open for business.

6.2. When the Customer expressly accepts the Estimate, AP shall thereupon begin to carry out the Service with all reasonable endeavours. Once AP has commenced the Service, the Customer cannot withdraw his acceptance of the Estimate, except for a change of strap Service.

6.3. AP reserves the right to send the Customer's watch to a different local or abroad AP Authorized Service Center for the purposes of the Service.

6.4. If problems which are not attributable to AP's own fault are encountered during the Service, for example, due to the age or state of the watch or due to a force majeure event so that the Service can no longer be continued as originally proposed or at all, AP reserves the right to revise or modify the Estimate or cease the Service. If the revised or modified Estimate is not accepted or if the Service has ceased, the watch will be

returned to the Customer in the same condition to the largest extent possible as that when the watch was delivered to AP. If the Estimate had been invoiced for, such invoice shall be settled not later than when the watch is returned to the Customer.

6.5. If, despite reasonable efforts, AP cannot complete the Service within the stated timeframe due to a force majeure event or any other reason, the completion of the Service will be postponed depending on the nature and scale of the circumstances resulting in the delay, subject to any contrary agreement between AP and the Customer.

6.6. In this Article, force majeure event shall mean and include, without limitation, accidents, severe weather events, natural catastrophes, fire, explosion, acts of God, acts or omissions of any government agency, unexpected changes in laws or regulations, generalized lack of availability of raw materials or energy, pandemic, epidemic, quarantine, act of terrorism, national strikes, riots, war or civil commotion and any other events beyond the reasonable control of AP and which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable (including further restrictions by orders or directions from the government or any regulatory authority of Malaysia (such as lock-downs, restrictions on movement, restrictions on business operation or economic activities, including the temporary closure of the business premises, and such other restrictions) and any other events beyond the control of AP.

#### ARTICLE 7 – REPLACEMENT OF COMPONENTS

7.1. Except for straps, the cost of the components replaced during a Service are included in the price of the Service as long as the replacement of these components is considered usual and regular for the Service. Otherwise, particularly if the watch has undergone an impact or any other damage which requires the replacement of certain components before their usual replacement date, these components will be invoiced separately to the Customer. In any case, the pricing for the Service takes into account the cost of the Components replacement, particularly when these components are made from precious materials. By accepting the Estimate, the Customer agrees that the components exchanged or replaced, except for the straps and bracelets, shall be kept by AP and therefore waives his right to demand for the return of the replaced components. If the Customer insists on retaining these replaced components, the request must be made known to AP in writing not later than at the time of the acceptance of the Estimate and AP reserves the right to increase the price of the Service accordingly. Worn components are replaced, as part of the Service, by new components manufactured in line with AP's standards and benefiting from the latest technical and aesthetical manufacturing developments.

7.2. Original components which are no longer available for a restoration Service will be recreated by hand, insofar as possible, by specialist watchmakers.

7.3. The availability of dials and straps which are identical to the watch's original components may sometimes be limited to a certain time period. If these are not available or are no longer produced, AP shall use its discretion to replace the dial and/or the strap with a dial and/or strap with the closest possible appearance to the watch's original component, or recondition the original dial, when such type of reconditioning is technically possible.

#### ARTICLE 8 – RETURN OF THE WATCH TO THE CUSTOMER UPON COMPLETION OF THE SERVICE

8.1. When the Service has been completed or when the Estimate is not accepted or rejected by the Customer or when the Service has been ceased for whatever reason, the Customer will be informed by AP of the same and the fact that the watch will be returned to the Customer at AP. The original Estimate, the Services Request (if one has been prepared), and an identification document must be presented at collection. If the watch will be returned to the Customer, after settlement of the price of the Service, exclusively to an address in the same country where the watch was originally picked-up.

8.2. At the Customer's written request, the watch may also be returned to the Customer in a secured packaging, within a reasonable timeframe in a secured packaging, at the address in Malaysia given by the Customer when the watch was brought in for Service. If the Customer secured packaging at the address in Malaysia given by the watch will be returned to the Customer within a reasonable timeframe in secured packaging at the address given by the Customer in the country from which it was sent, as long as all the necessary customs formalities for importing goods into Malaysia have been complied with. Any change in the Customer's address after the watch is delivered to AP can only be accepted after the identity of the Customer has been formally verified.
8.3. AP shall not be held liable for any damage to and/or loss of the watch due to an incorrect or incomplete address.

#### ARTICLE 9 – LOSS OF OR DAMAGE TO THE WATCH 9.1. Before delivery to AP:

• If the Customer decides to send a watch directly to AP, AP shall not be held liable for any damage suffered or caused to the Customer's watch while it is in transit, or for its loss or theft before it is received by AP. The Customer should send his watch by secured and/or registered delivery or delivery service. Upon request, AP will estimate the replacement value for watches of the current models or for similar watches, which shall be for reference only. For other watches, only recognised auction houses are authorized to assess the value of the watch. The Customer shall be solely responsible for ensuring compliance with the procedures and conditions for exporting/importing a watch sent directly by a Customer to AP for Service. AP shall not under any circumstances be held liable for any breach whatsoever committed by the Customer.

 If the watch was initially picked-up on behalf of AP at an address designated by the Customer (repair web check-in with pick-up request), AP agrees to compensate the Customer strictly in accordance with Article 9.2. in the event of loss or theft during transportation after the watch was tendered to the secured delivery service designated by AP provided that the Customer fully complied with the packaging and shipping instructions received with the shipping kit. Otherwise, the previous paragraph is applicable.

9.2. After delivery at AP: Despite the greatest care being taken by AP of the watches entrusted to it for Service, it is possible that some components may be damaged during the Service. In the event that these components cannot be replaced at AP's expense, the Customer agrees that AP will onlycompensate the Customer in strict accordance with the following rules:

Model from the current collection: AP will replace the damaged watch with a new watch of the same model
or, for limited editions, replace the watch with a similar watch of the same value (in line with the price paid
by the Customer for the watch within the limit of retail price of the new watch of the same or similar model
in Audemars Piguet's Kuala Lumpur boutique) or, if AP so decides in its absolute discretion, make financial
compensation on the basis of the market value of the watch;

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Model outside the current collection: AP will replace the damaged watch with a similar watch of the same value (in line with the price paid by the Customer for the watch within the limit of the retail price of the similar watch in Audemars Piguet's Kuala Lumpur boutique) or, if AP so decides in its absolute discretion, make financial compensation on the basis of the market value of the watch.

9.3. Upon return to the Customer: Without prejudice to Article 8.3, AP agrees to compensate the Customer in strict accordance with Article 9.2 in the event of loss or theft during transportation before the watch is delivered to the Customer.

### ARTICLE 10 - INDICATIVE PRICE FOR REPLACEMENT OF THE WATCH

10.1. At the Customer's written request, AP agrees to inform the Customer free of charge on the indicative price for replacement of his watch only for insurance purposes in strict accordance with the following rules: • Model from the current collection: AP will provide the current retail price for a new watch of the same model in Audemars Piguet's Kuala Lumpur boutique.

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Model outside the current collection: AP will use reasonable endeavours to provide the current retail price for a new watch of a similar model in collection in Audemars Piguet's Kuala Lumpur boutique.
Limited edition or watch that is more than 25 years old: AP is not able to provide any indicative price for

• Limited edition or watch that is more than 25 years old: AP is not able to provide any indicative price for replacement of the watch. The Customer may contact any reputable auction houses to assess the value of his watch.

10.2. does not estimate the market value of any individual watch.

#### ARTICLE 11 - SERVICE WARRANTY

**11.1.** Subject to Article 12, the works carried out as part of the Service and the components replaced during the Service are warrantied for a period of 2 (two) years from the date shown on the invoice.

**11.2.** Without prejudice to Article 9, the service warranty under Article 11 covers all manufacturing and workmanship defects, including those resulted from defective components, defective workmanship during the Service or damage occasioned in transit when the watch is being returned to the Customer.

11.3. Defects of a watch directly or indirectly caused by any of the following are not covered by the product or service warranty: normal wear and tear, anomalies relating to a shock, abnormal/unreasonable use, incorrect handling, works carried out on the watch by someone other than an AP Authorized Service Center, failure to observe the recommended practice in preserving water-resistance of the watch and damage linked to the ingress of moisture in a watch that has lost its water resistance (as set forth in Article 12).

11.4. The Customer is responsible for checking the watch and then informing AP in writing of any defects which are promptly noticeable within 10 (ten) business days from the date the watch was being returned after the Service. If the Customer fails to so notify AP within such 10 (ten) business days, the watch shall be deemed to have been accepted in good condition by the Customer, and AP shall thereupon be released from any and all claims and liabilities, unless it relates to a defect which could not have been reasonably noticed promptly. In such event, the Customer may only request that AP repairs such defect under these Customer Service General Terms and Conditions.

11.5. The Customer's refusal to have the Service carried out (in particular a maintenance, repair or water resistance Service) releases AP from any and all obligation and liability in connection with the watch, its functioning, its water resistance and its integrity.

#### ARTICLE 12 - WATER RESISTANCE OF THE WATCH

12.1. The water resistance of the watch can be compromised by an accident or upon contact with an aggressive material (acid, perfume, liquid metal, etc.). After any type of these incidents, it is key to completely avoid immersing the watch, and to have a water resistance control promptly re-carried out on the watch. If the Customer goes bathing frequently, since sand, salt and chlorine are abrasive and corrosive agents, AP recommends regularly rinsing the watch in fresh water before drying. In any case, AP recommends that a watch with a leather strap, even though it is water resistant, should not be immersed in water as water may damage the strap. If the Customer's watch is not a water resistant model, it must not be immersed or brought into contact with water or any other kind of liquid. Damage caused by the moisture penetrating into a watch which is not water resistant is.

12.2. AP recommends to its Customer to check the water resistance of their watch at least once every 2 (two) years, and every year if the watch is frequently exposed to water and damp environments. Such control, which does not constitute part of any Service hereunder, is available at AP to its Customers free of charge or at any AP Authorized Service Center that has the suitable equipment. No warranty is provided for such control. 12.3. If an issue is detected from the above-mentioned water resistance control, a chargeable water resistance Service (in which the watch case will be dismantled and its seals will be replaced to reinstate the water resistance capability of the watch) is recommended by AP. A chargeable water resistance Service is also required every 2 (two) to 3 (three) years depending on how often the watch is worn or immediately in the event of an incident. Following such water resistance Service and subject to Articles 12.4 and 12.5, the water resistance of the watch will be warrantied for 2 (two) years, but such water resistance warranty does not extend to cover the overall condition and the other functions of the watch.

12.4. Over the course of time, watches can develop issues from the infiltration of moisture or oxidation in the movement. In certain cases, the water resistance cannot be restored even after a water resistance Service as normal use or inexpert polishing may lead to minor distortions and a loss of water resistance.

12.5. Whenever the case of a watch is opened, AP systematically recommends a water resistance Service. If the Customer declines, no warranty shall be granted.

#### ARTICLE 13 - CHANGE OF BATTERY ON A QUARTZ WATCH

When the battery is changed on a quartz watch AP systematically recommends a water resistance Service. If the Customer declines, no warranty shall be granted. Nevertheless, the new battery will be fitted free of charge. The change of battery does not warrant the overall condition and other functions of the watch or that no additional Service is required.

#### ARTICLE 14 - RECOMMENDATIONS CONCERNING MAGNETISM

A large proportion of modern equipment, such as scanners, household appliances and mobile phones, generates a magnetic field. It is possible that a watch may become magnetised after it has been in proximity to a magnetic field and this may affect its functionality. In such case, AP recommends to its Customers to check the magnetism of their watch. Such test, which does not constitute part of any Service hereunder, is available at AP to its Customers free of charge or at any AP Authorised Service Center that has that the watch is checked by AP or in an AP Authorized Repair Center which has the suitable equipment. No warranty is provided for such test.

#### ARTICLE 15 - CHANGE TO THE REFERENCE

AP permits certain aesthetic modifications to its products on the condition that these modifications give the appearance of an existing model from past or present collections and if such aesthetic modifications are expressly approved by AP. Such modifications may require a change in the commercial reference of watch or records maintained by AP in order to save the information relating to the modifications made to the watch.

#### ARTICLE 16 - CHANGE TO THE SERIAL NUMBER

Should a case, middle case, case back, or complete movement need to be replaced, the new component might bear a different serial number than the one originally engraved. AP keeps a record of these changes. AP warrants that the new serial number is unique, and that it is recorded in Audemars Piguet group's database. In case of a limited edition, AP will keep the original number of the case, movement, middle case or case back as an exceptional measure, provided that the Customer does not refuse that the components shall be handed over to AP for recycling.

#### ARTICLE 17 – COUNTERFEITS

If the examination of the watch reveals that any part(s) of the watch are counterfeit part(s) (including counterfeit(s) or hybrid piece(s)), no Service will be performed on the watch in question. AP will document the visual and technical aspects which indicate that the watch is counterfeit. AP may investigate further with the aim of gathering information on the origin of the watch. If the Customer agrees to assign the counterfeit to AP, AP will provide the Customer with a confirmation attesting that the watch is not an authentic Audemars Piguet watch.

#### ARTICLE 18 - WATCH WHOSE APPEARANCE HAS BEEN MODIFIED

If a watch (or any part(s) thereof) is shown with its original appearance or functions having been modified, the Estimate prepared by AP will take into account the works required to restore the watch back to its original appearance or functions. AP reserves the right to limit the Service to the parts of the watch which have been kept in their original appearance and function. Likewise, AP reserves the right to not perform any Service where aesthetic and/or technical modifications unapproved by AP have been made to the watch.

#### ARTICLE 19 – STOLEN WATCH

If a watch received has previously been reported as stolen, AP reserves the right to inform the former owner and/or the relevant authorities having authority to determine legitimate ownership of the watch in question, and to keep the watch in AP's custody until ownership is properly determined, unless a mutual agreement is reached between the former owner and the current possessor.

#### ARTICLE 20 – PROTECTION OF PERSONAL DATA

AP and the companies within the Audemars Piguet Group collect and process personal data (which includes the contact details of the Customer as well as data transmitted by the Customer or collected on the Customer in connection with the Customer's watch, the Service or the Audemars Piguet brand) (the "Data"). This Data is processed in accordance with the Personal Data Protection Act 2010. For a Service, AP requires the Customer to provide at least his name, contact details and any observations useful for servicing the watch, failing which AP reserves the right to refuse the Service of the watch. The Data is processed in connection with the Service described in these Customer Service General Terms and Conditions, and more generally, as part of the AP's after-sales service as well as for marketing, administrative, financial, quality, market studies and statistical purposes. The Customer agrees that his Data may be processed by AP for such purposes. AP is authorized to inform the Customer, for instance, about new products and services, upcoming offers and events or to send other communications to the Customer for marketing purposes. AP covenants not to sell, rent or transmit Data to a third party without the Customer's consent, except to meet any applicable law or governmental request. Transmission of Data to a subcontractor is reserved. The Customer consents to his/her Data being transferred to and processed in a third country, in which AP has a subsidiary or a service provider, including in a country offering a lower level of data protection than Malaysia. The Customer is entitled to access his Data and request for it to be rectified or deleted, by forwarding a written request with proof of his identity and any other information as may be required by AP to the following:

Name of Company Audemars Piguet (Malaysia) Sdn Bhd

Designation of Contact

Email: privacy@audemarspiguet.com

If the Customer has any further inquiries or complaints, kindly forward it to the abovementioned contact details.

The Customer consents to the collection and processing of the Data by AP, including the collection and processing of the Data in countries other than Malaysia pursuant to the privacy policy notice set out above which the Customer has read, understood and agreed to.

The Customer also consents that the Data may be transferred outside Malaysia. In the event of any inconsistency between the English and Bahasa Malaysia version of Article 20, the English version shall prevail.

#### ARTICLE 20 - PERLINDUNGAN DATA PERIBADI

AP dan syarikat-syarikat dalam Kumpulan Audemars Piguet mengumpul dan memproses data peribadi (termasuk maklumat perhubungan Pelanggan (mengikut definisi "Customer" di dalam dokumen ini) dan juga data yang dihantar oleh Pelanggan atau data Pelanggan yang berkaitan dengan jam tangan Pelanggan, Servis (mengikut definisi "Service" di dalam dokumen ini) atau jenama Audemars Piguet yang telah dikumpulkan) ("Data"). Data ini akan diproses berdasarkan Akta Perlindungan Data Peribadi 2010. Untuk Servis, AP menghendaki Pelanggan memberi sekurang-sekurangnya nama Pelanggan, maklumat perhubungan dan sebarang pemerhatian yang berfaedah untuk menservis jam tangan, kegagalan berbuat demikian akan memberi AP hak untuk menolak Servis jam tangan. Data tersebut diproses untuk tujuan Servis yang dinyatakan dalam Terma dan Syarat Am Perkhidmatan Pelanggan ini, dan secara lebih am, sebagai sebahagian daripada servis lepas jualan AP termasuk untuk tujuan-tujuan pemasaran, pentadbiran, kewangan, kualiti, kajian pasaran dan tujuan statistik. Pelanggan bersetuju bahawa Data beliau boleh diproses oleh AP untuk tujuan-tujuan tersebut. Dengan itu, AP adalah dibenarkan untuk memaklumkan Pelanggan tentang contohnya, produk-produk dan servis yang baru, tawaran dan acara yang akan datang atau untuk menghantar apa-apa komunikasi lain kepada Pelanggan bagi tujuan pemasaran. AP berjanji tidak akan menjual, menyewa atau menghantar Data kepada pihak ketiga tanpa kebenaran Pelanggan, kecuali untuk memenuhi mana-mana undang-undang yang berkenaan atau permintaan kerajaan. Penghantaran Data kepada seorang subkontraktor adalah terpelihara. Pelanggan juga bersetuju untuk Datanya dipindahkan dan diproses di negara ketiga, dimana AP mempunyai subsidiari atau pembekal perkhidmatan, termasuk negara yang mempunyai tahap perlindungan data yang lebih rendah daripada Malaysia. Pelanggan berhak untuk mengakses Datanya dan membuat permintaan supaya Datanya dipinda atau dipadam dengan mengemukakan suatu permintaan bertulis bersama dengan bukti identitinya dan apa-apa maklumat lain yang mungkin dikehendaki oleh AP kepada pihak berikut:

Nama Syarikat: Audemars Piguet (Malaysia) Sdn Bhd E-mel: privacy@audemarspiguet.com

Sekiranya Pelanggan mempunyai sebarang pertanyaan lanjut atau aduan, sila kemukakan pertanyaan atau aduan tersebut ke maklumat perhubungan yang dinyatakan diatas.

Pelanggan bersetuju dengan pengumpulan dan pemprosesan Data oleh AP, termasuk pengumpulan dan pemprosessan Data di negaranegara selain daripada Malaysia berikutan dengan notis polisi privasi seperti yang dinyatakan diatas yang telah dibaca, difahami dan dipersetujui oleh Pelanggan. Pelanggan juga bersetuju bahawa Data boleh dipindahkan ke luar Malaysia.

Sekiranya terdapat apa-apa ketidaktekalan di antara versi Bahasa Inggeris and Bahasa Malaysia untuk Artikel 20, versi Bahasa Inggeris akan digunakan.

#### ARTICLE 21 - ENTIRE AGREEMENT

21.1. Subject to Article 21.2, the Estimate, the Service Request together with these Customer Service General Terms and Conditions and the Privacy Notice available on www.audemarspiguet.com, where applicable and where they are not inconsistent with Malaysian laws and regulations, contain the whole agreement between AP and the Customer in respect of the provision of the Service, and supersedes and replaces any prior written or oral agreements, representations or understandings between AP and the Customer relating to such subject matter. The parties confirm that they have not entered into the transaction on the basis of any representation that has not been expressly incorporated into the Estimate, the Services Request, or these Customer Service General Terms and Conditions in writing.

21.2. Any inconsistency or ambiguity shall be resolved by giving precedence in the following order: 1. The Estimate, 2. these Customer Service General Terms and Conditions and 3. the Services Request. The provisions of the Privacy Notice available on www.audemarspiguet.com shall prevail only with respect to the subject matter hereof (and provided that they do not contravene with Malaysian laws and regulations).
21.3. The Terms of Use and the Cookie Policy available on www.audemarspiguet.com are incorporated into these Customer Service General Terms and Conditions when the Customer requests online Service on www.audemarspiguet.com (provided that they do not contravene with Malaysian laws and regulations).

## ARTICLE 22 - APPLICABLE LAW

Malaysian law (excluding its rules on conflicts of laws) is applicable to these Customer Service General Terms and Conditions and the relationship between AP and the Customer.

#### ARTICLE 23 – COURT WITH JURISDICTION

AP and the Customer submits to the non-exclusive jurisdiction of the Courts of Kuala Lumpur.

