ARTICLE 1 – SCOPE OF APPLICATION
These Customer Service General Terms and Conditions of Audemars Piguet (Macao) Limited (“AP”) apply to the repair of watches and other maintenance services carried out by AP (the “Customer”) on the watch of the “Audemars Piguet” brand (“watch”) belonging to a third party, whether an individual or corporate entity (the “Customer”), submitted to AP for Service.

ARTICLE 2 – REPAIR WEB CHECK-IN WITH PICK-UP REQUEST OR DROP-OFF OF THE WATCH FOR ESTIMATE AND SERVICE
A Customer who has created an account on www.audemarspiguet.com (the “Website”) may register for a Repair Web Check-In with Pick-Up in respect of his or her watch, at a location where Repair Web Check-In With Pick-Up is available. The Customer who has successfully registered for Repair Web Check-In With Pick-Up will receive a shipping kit along with packaging and shipping instructions for his watch. Once the Customer has securely packed his watch using the shipping kit provided, the Customer shall notify the secured delivery service designated by AP to arrange for the pick-up of the watch upon the Customer’s acceptance of the relevant terms and conditions for the secured delivery service (including its privacy policy). The Customer may not cancel his Repair Web Check-In With Pick-Up. A revised timeframe will be issued to the Customer. The watch will be delivered via secured delivery service to the most appropriate local or abroad customer service center of the Audemars Piguet Group (“AP Center”) depending on the location, the required skills and the shortest expected lead-time.

2.1. If the Customer requests within the timeframe as set forth in the Estimate. A revised timeframe will be indicated to the Customer if the Estimate is accepted after 15 (fifteen) business days of issuance. The revised timeframe will take into account AP’s current workload in the circumstances and may be longer than originally set forth in the Estimate. The Customer timeframe stated shall be for reference only and not be binding upon AP. For the purposes of these Customer Service General Terms and Conditions, a “business day” is a day other than a Saturday, Sunday or general holiday in Macao, when banks in Macao are open for business.

6.3. AP reserves the right to refer the watch to a different AP Center or Authorized Service Center within or outside the jurisdiction for the Service.

ARTICLE 3 – PREPARATION OF THE ESTIMATE
The price of the Service quoted on an Estimate shall be net of VAT and any other applicable taxes, and shall be exclusive of any charge for packaging, transportation and insurance, unless a prior written agreement to the contrary is signed by AP and the Customer. AP reserves the right to charge the Customer separately and additionally a reasonable fee in respect of the Repair Web Check-In With Pick-Up.

7.2. When the Service has been completed or when the Estimate is not accepted or rejected by the Customer, which shall be settled not later than when the watch is returned to the Customer in accordance with Article 8. Further, where an Estimate is not accepted during its period of validity, AP reserves the right to charge for the cost of the preparation of such Estimate and the storage of the watch.

ARTICLE 7 – REPLACEMENT OF COMPONENTS
7.1. If the Estimate is not accepted during its period of validity, or if the Customer rejects the Estimate, upon payment of all fees under Article 3, the watch shall 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 received by AP.

ARTICLE 6 – ACCEPTANCE OF THE ESTIMATE BY THE CUSTOMER
6.1. If an Estimate is accepted by the Customer within 15 (fifteen) business days from the date it was received, the Customer shall not be held liable for any damage 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 is recommended to consider sending his watch by secured and/or registered delivery or delivery service. The Customer shall be solely responsible for ensuring compliance with the procedures and conditions for exporting/importing a watch sent directly to AP or for Service Center within or outside the jurisdiction for the Service.

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, which shall be settled not later than when the watch is returned to the Customer in accordance with Article 8. Further, where an Estimate is not accepted during its period of validity, AP reserves the right to charge for the cost of the preparation of such Estimate and the storage of the watch.

4.1. If the price of the Service quoted on an Estimate shall be net of VAT and any other applicable taxes, and shall be exclusive of any charge for packaging, transportation and insurance, unless a prior written agreement to the contrary is signed by AP and the Customer. AP reserves the right to charge the Customer separately and additionally a reasonable fee in respect of the Repair Web Check-In With Pick-Up.

4.2. Unless otherwise agreed in writing by AP and the Customer in advance, the watch shall be returned to the Customer when the Customer has settled the price of the Service in full within the period as prescribed by AP. AP reserves the right to request partial or full payment in advance, in particular, when a restoration Service is to be carried out, or where the watch may not be collected by the Customer in person from AP upon completion of the Service.

ARTICLE 5 – NON-ACCEPTANCE OR 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, upon payment of all fees under Article 3, the watch shall 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 received by AP.
If the watch is picked up from the Customer through Repair Web Check-In With Pick-Up, in the event of any damage, loss or theft during transportation after the watch has been picked up by the secured delivery service provider, the Customer may be entitled to compensation in strict accordance with Article 9.2 provided always that the Customer must have fully complied with the packaging and shipping instructions of the Service Web Check-In With Pick-Up. During the Water Resistance Service, no warranty shall be granted.

9.2. During Service by AP: Despite the greatest care being taken by AP of the watch entrusted to AP for the Service, some components may be impacted during the Service. In the event that such components are not replaceable by AP as part of the Service, the Customer agrees that he shall only be entitled to compensation 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 or similar value in line with the price paid by the Customer for the purchase of the watch not exceeding the retail price of a new watch of the same or similar model available at Audemars Piguet's Macau Wynn Palace Boutique or, if AP so decides in its absolute discretion and in lieu of repair and replacement, offer an amount with reference to the current market value of the watch as compensation.

9.3. Before return to the Customer: Subject to Article 8.3, in the event of any damage, loss or theft during Service AP shall be entitled to keep the watch returned to the Customer by AP under Article 8.2, the Customer may be entitled to compensation in strict accordance with Article 9.2.

ARTICLE 10 – INDICATIVE PRICE FOR REPLACEMENT OF THE WATCH

10.1. Upon Customer’s reasonable written request, AP may, on a non-binding basis, inform the Customer of the indicative price for replacement of the watch as required for insurance purposes in accordance with the following guidelines:

• Calculated from the purchase price of the watch and the Model from the current collection: AP will provide the current retail price for a new watch of the same model available at Audemars Piguet's Macau Wynn Palace Boutique.

• Model outside the current collection: AP will use its reasonable endeavours to provide the current retail price for a new watch of a similar model in collection available at Audemars Piguet's Macau Wynn Palace Boutique.

• Model of a limited edition or watch that is more than 25 years old: AP shall not provide any indicative price for replacement of the watch.

10.2. AP shall not be obliged to provide any estimate of the market value of any watch.

ARTICLE 11 – SERVICE WARRANTY

11.1. Subject to Article 12, the watch is carried out as part of the Service and the components replaced during the Service shall be subject to warranty for a period of 2 (two) years from the date shown on the Service Invoice. The warranty period shall continue to run notwithstanding that the warranty of any one or more parts of the watch has been expired after the expiry of such period, and AP shall forthwith be released from any and all claims and liabilities except in relation to a defect which could not have been reasonably noticed promptly. A watch submitted for any maintenance and/or replacement of the watch shall be subject to warranty for a period of 2 (two) years from the date the Customer became aware of the defect, provided that it is within the service period. AP shall not be liable for any defects which are promptly noticeable within 30 (thirty) days from the date counting from the date the Customer became aware of the defect, provided that it is within the service period.

11.2. Defects of a watch directly or indirectly attributable to any of the following are not to be covered by the service warranty: normal wear and tear; damage caused by incorrect handling; works carried out on the watch by any party (including the Customer) other than by AP Center or Authorized Service Center, failure to observe the recommended practice in preserving the water resistance of the watch and damage linked to the ingress of moisture in a watch that has lost its water resistance.

11.3. The Customer shall be responsible for checking and examining the watch, and informing AP in writing of any defects which are promptly noticeable within 30 (thirty) days from the date counting from the date the Customer became aware of the defect, provided that it is within the service period. The returned watch including the Service conducted thereon shall be deemed to have no tradeable value in good condition by the Customer, at the expiration of such period, and AP shall forthwith be released from any and all claims and liabilities except in relation to a defect which could not have been reasonably noticed promptly. A watch submitted for any maintenance and/or replacement of the watch as required for insurance purposes in accordance with the following guidelines:

ARTICLE 12 – WATER RESISTANCE OF THE WATCH

12.1. The water resistance of the watch may be compromised by an accident or upon contact with an aggressive material (acid, perfume, liquid metal, etc.) In the event of an occurrence of an incident, the Customer is advised to avoid immersing the watch, and to have a water resistance check performed promptly carried out on the watch by any AP Center or a third-party service center authorized by AP for carrying out repairs and other maintenance service (an “Authorized Service Center”). As sand, salt, dirt and leaves are potential aggressives agents that may cause the water resistance of a watch to go down, AP recommends regularly rinsing the watch in fresh water before drying it, in any case, AP recommends that any watch with a leather strap should not be immersed in water as water may damage the strap. If the Customer’s watch is not of a water resistant model, the watch must not be immersed or brought into contact with water or any other kind of liquid. Damage caused by moisture penetrating into a watch which is not water resistant is not covered by warranty.

12.2. AP recommends its Customer to check the water resistance of their watch at least once every 2 years. It is highly advisable to have a water resistance check performed promptly carried out on the watch by any AP Center or a third-party service center authorized by AP for carrying out repairs and other maintenance service (an “Authorized Service Center”). As sand, salt, dirt and leaves are potential aggressives agents that may cause the water resistance of a watch to go down, AP recommends regularly rinsing the watch in fresh water before drying it, in any case, AP recommends that any watch with a leather strap should not be immersed in water as water may damage the strap. If the Customer’s watch is not of a water resistant model, the watch must not be immersed or brought into contact with water or any other kind of liquid. Damage caused by moisture penetrating into a watch which is not water resistant is not covered by warranty.

12.3. Over the course of time, a watch can develop issues from infiltration of moisture or oxidation in the movement. In certain cases, the water resistance of the watch may not be restored even after the Water Resistance Service has been carried out, as normal use or inexpert polishing may lead to distortions and loss of water resistance.

12.4. When the case of a quartz watch is opened, AP systematically recommends a Water Resistance Service. If the Customer does not wish to have his watch undergo such Water Resistance Service, no warranty shall be granted.

ARTICLE 13 – CHANGE OF BATTERY ON A QUARTZ WATCH

When the battery of a quartz watch is changed, AP systematically recommends a Water Resistance Service. If the Customer does not wish to have his watch undergo such Water Resistance Service, no warranty shall be granted.

12.5. Whenever the case of a quartz watch is opened, AP systematically recommends a Water Resistance Service. If the Customer does not wish to have his watch undergo such Water Resistance Service, no warranty shall be granted.

ARTICLE 14 – RECOMMENDATIONS CONCERNING MAGNETISM

A large proportion of modern equipment, such as scanners, household appliances and mobile phones, generates a magnetic field. A watch may become magnetized when it is placed in proximity with such equipment. A magnet can permanently alter the magnetic field of the watch, which could affect its accuracy. Therefore, an insured watch owner is advised to check the magnetism of their watch. Such test, which does not constitute part of any Service to the parts of the watch which have been kept in their original appearance and functionality, will be charged.

ARTICLE 15 – CHANGE TO THE REFERENCE

If an Estimate is not accepted during its period of validity, or if the Customer rejects the Estimate, the Service Request together with these Customer Service General Terms and Conditions shall forthwith be released from any and all claims and liabilities except in relation to a defect which could not have been reasonably noticed promptly. A watch submitted for any maintenance and/or replacement of the watch shall be subject to warranty for a period of 2 (two) years from the date the Customer became aware of the defect, provided that it is within the service period.

ARTICLE 16 – CHANGE TO THE SERIAL NUMBER

When a case, middle case, back case, or complete movement is replaced, the new component may have a different serial number from the one originally engraved. AP keeps a record of these changes. AP warns that each of the new serial number shall be unique, and that it is recorded in the Audemars Piguet Group’s database. In case of a limited edition, the original number of the case, movement, middle case or outer case movement is replaced, such replacement of the watch, provided that the Customer agrees that the replaced components shall be surrendered to AP.

ARTICLE 17 – COUNTERFEITS

If the examination of a watch reveals that any one or more 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.

ARTICLE 18 – WATCH WHOSE APPEARANCE HAS BEEN MODIFIED

If the original appearance and/or functionality of a watch (or any part thereof) are shown to have been modified, the Estimate prepared by AP will take into account the works required to restore the watch back to its original appearance and/or functionality. AP reserves the right to limit the Service to the parts of the watch which have been kept in their original appearance and functionality. AP reserves the right not to 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 by AP has previously been reported as stolen, AP reserves the right to inform the former owner and/or the relevant authorities having the authority to determine legal ownership of the watch (inception, acquisition, title transfer) the watch in AP’s custody until ownership is finally determined by an order of a competent Court or tribunal, unless mutual agreement is reached between the former owner and the current possessor. AP reserves the right to seek indemnity from the current possessor for any loss or damage (i.e., damages, costs, liabilities, penalties or losses whatsoever including legal costs on a full indemnity basis which may be brought or commenced or made against or suffered by AP arising out of and in connection with any dispute relating to the stolen watch.

ARTICLE 20 – PERSONAL DATA

AP collects and uses Customer’s personal data for the purposes of providing customer services. The integral Privacy Notice is available on the Website and upon request.

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 the Website contain the whole agreement between AP and the Customer in respect of the provision of the Service, which supersedes and replaces any prior written or oral agreements, representations or understandings of the watch (inception, acquisition, title transfer) the watch in AP’s custody until ownership is finally determined by an order of a competent Court or tribunal, unless mutual agreement is reached between the former owner and the current possessor. AP reserves the right to seek indemnity from the current possessor for any loss or damage (i.e., damages, costs, liabilities, penalties or losses whatsoever including legal costs on a full indemnity basis which may be brought or commenced or made against or suffered by AP arising out of and in connection with any dispute relating to the stolen watch.

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 Service Request.

21.3. The Terms of Use and the Cookie Policy of the Website are available on the Website and are incorporated by reference into these Customer Service General Terms and Conditions, which shall apply to a Customer using the Website.

ARTICLE 22 – APPLICABLE LAW

Malacu law is applicable to these Customer Service General Terms and Conditions and the relationship between AP and the Customer.

ARTICLE 23 – COURT WITH JURISDICTION

Any dispute relating to these Customer Service General Terms and Conditions and Conditions will be subject to the authority of the relevant courts where the registered office of AP is located, subject to Macau Judicial Base Court.