

# AUDEMARS PIGUET

Le Brassus

## CUSTOMER SERVICE GENERAL TERMS AND CONDITIONS (JANUARY 2021 EDITION)

### ARTICLE 1 – SCOPE OF APPLICATION

These Customer Service General Terms and Conditions of Audemars Piguet North America, Inc. ("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 a corporate entity (the "Customer"), and given for Service.

### ARTICLE 2 – DELIVERY OF THE WATCH FOR SERVICE AND ESTIMATE

**2.1.** Provided the Customer has created an account on [www.audemarspiguet.com](http://www.audemarspiguet.com), the Customer may request a "Repair Web Check-In" with pick-up of the Customer's watch in countries or regions where available. The Customer will receive a shipping kit with packaging materials and shipping instructions. Once the watch is packaged within the provided shipping kit, the Customer must contact the courier designated by AP to arrange delivery of the watch to AP. Modifications may be requested provided the Customer has accepted the relevant terms and conditions of courier designated by AP (including its privacy policy), but any modification will only apply if AP affirmatively approves the modification in writing. Once the courier designated by AP has received the watch, the Customer cannot cancel or modify the "Repair Web Check-In" with pick-up request.

**2.2.** Once the watch is delivered to AP, the Customer will be given, at the option of AP, either (i) an estimate of the amount to be charged to the Customer if the type of Service required and its cost can be determined immediately by AP (the "Estimate"), or (ii) a service request certifying that the watch has been submitted for Service without an Estimate (the "Services Request"). The Estimate or the Services Request shall describe the general external condition of the watch as observed by AP upon delivery of the watch to AP. The Customer who has been issued an Estimate is required to confirm to AP the approval of the Estimate during the validity period of the Estimate. A Customer's approval of the Estimate obligates the Customer to pay the amount of the Estimate. AP reserves the right to modify the Estimate at any time, should a defect (excluded from warranty) be discovered which was not previously detected during the preparation of the Estimate.

**2.3.** If it is not possible to promptly determine the type of Service required and its cost when the watch is delivered, AP may have to dismantle the watch case to determine the Services required. AP shall send to the Customer, within a reasonable timeframe, after its determination an Estimate. 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 "Estimate" hereafter includes Detailed Estimate and any other type of estimate.

**2.4.** An Estimate remains valid for three (3) months from the date of issue and shall be expressly approved by the Customer. AP may (but is not obligated to) send reminders during the time period when the Estimate is valid before it is approved. A Customer's approval of an Estimate obligates the Customer to pay the amount of the Estimate.

**2.5.** If, before or after the start of the Service, AP discovers that additional operations that are not included in the Estimate have to be carried out in order to maintain the operation, integrity and/or water resistance of the watch, AP will send the Customer an updated Estimate. AP may, at its option, stop the Service and only resume the Service once the updated Estimate is expressly approved by the Customer.

**2.6.** AP reserves the right to send the Customer's watch to a different AP authorized Service Center for the preparation of the Estimate, whether or not the different AP authorized Service Center is in the same country as the AP location that initially receives the watch.

**2.7.** When a watch is received by AP, it will be digitally filmed to record its general condition upon reception. AP may take additional pictures or videos of the watch at any time during the Service. 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 will be prepared free of charge except for a watch for which the model number cannot be identified, or a watch requiring restoration or certain models with Grande complication(s). In these cases where there will be a charge for the Estimate, a deposit invoice will be issued when the watch is delivered at AP. Such deposit invoice must be paid only if the Estimate is rejected by the Customer and shall be settled no later than when the watch is returned to the Customer. If an Estimate for which a deposit invoice is issued is not approved by the Customer during its period of validity, AP reserves the right to enforce the deposit invoice and charge for the storage of the watch.

### ARTICLE 4 – PRICE OF THE SERVICE

**4.1.** The price of the Service quoted on an Estimate does not include applicable taxes, nor does it 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 will be returned to the Customer only after the payment for Service or the payment for any deposit invoice related to the creation of an Estimate (Article 3) is received by AP. AP reserves the right to request partial or full payment in advance, in particular for a restoration Service or if a watch is not being returned to the Customer in person at AP (Article 8).

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

If an Estimate is not approved 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 closest possible condition as when the watch was delivered to AP, once payment of all costs and fees for preparing the Estimate, if any, have been made (Article 3). The Customer's refusal to have a Service carried out (in particular a maintenance, repair or water resistance service) releases AP from any warranty obligation relating to the watch functions, its operation, its water resistance and its integrity.

### ARTICLE 6 – APPROVAL OF THE ESTIMATE BY THE CUSTOMER

**6.1.** If the Estimate is approved by the Customer within fifteen (15) 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 may be indicated to the Customer if the Estimate is not approved within such fifteen (15) business day period. The new timeframe will take into account the current workload at that time and may be longer than the timeframe originally set forth in the Estimate. Any timeframe to complete the Service is for reference only and (i) shall not obligate AP to complete the Service by that date and (ii) shall not be a guarantee that the Service will be completed by that date. A "business day" is a day other than a Saturday, Sunday or general holiday in the United States, when banks are open for business.

**6.2.** When the Customer expressly approves the Estimate, AP will begin to carry out the Service with reasonable diligence. Once AP has commenced the Service, the Customer cannot withdraw the approval 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 AP Authorized Service Center to provide the Service, whether or not the different AP Authorized Service Center is in the same country as the AP location that initially receives the watch.

**6.4.** If problems outside of AP's control are encountered during Service, AP reserves the right to, among other things, review and revise the Estimate or to stop the work if the Service cannot be carried out (for instance, due to the age or condition of the watch, a force majeure event, or other reason). If the revised Estimate is not approved or the Service is stopped, the watch will be returned to the Customer in the closest possible condition as at the time of delivery to AP. The customer shall pay all outstanding invoices prior to 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.** 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, lockdown, 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.

**6.7.** Should AP not be able for any reason to collect all costs and fees from the Customer, AP will be authorized to keep the watch until it receives full payment of all amounts due including any accrued interest at a rate of 12% per year, or the highest rate permitted by law, from the 15th day after completion of the approved Service.

### 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 by AP for the Service in question. Otherwise, particularly if the watch has undergone an impact or any other damage that requires the replacement of certain components before their usual replacement date, these components are invoiced separately to the Customer. By accepting the Estimate, the Customer agrees that the components exchanged or replaced, except for the straps and bracelets upon request from the Customer, are to be kept by and shall thereafter be the property of AP and the Customer waives the return of these components. If the Customer insists on the return of the replaced components, the request must be made in writing to AP, prior to the Customer's approval of the Estimate. AP reserves the right to increase the price of the Service if the Customer requests the return of the components. 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, insofar as reasonably possible, by specialist watchmakers.

**7.3.** The availability of dials and straps which are identical to the watch's original components may not be available. If they are not available, AP will either 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 reasonably and technically possible.

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

**8.1.** When the Service has been completed or when the Estimate is not approved or refused by the Customer, or when the Service is stopped (see Article 6), the Customer will be informed that the watch will be returned to the Customer at AP. The Estimate, the Services Request (if one has been prepared), and an acceptable form of identification of the Customer, such as a driver's license, passport, or other government issued identification must be presented by the Customer at the time of collection of the watch. If the watch was originally picked-up by the courier designated by AP ("Repair Web Check-In" and pick-up requests), the watch will be returned to the Customer, after the Estimate and any other amounts are paid, 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 within a reasonable timeframe in secured packaging at the address given by the Customer when the watch was submitted for Service. If the Customer sent the watch to AP from outside the United States, 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 necessary customs formalities 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 losses, claims, damages, liabilities and/or demands due to an incorrect address provided by the Customer, and the Customer unconditionally releases and discharges AP from any and all losses, claims, damages, liabilities and demands whatsoever, at law or in equity, arising out of the shipment of the watch, including, but not limited to, the loss of the watch.

### 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 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 the watch by secured and/or registered mail 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 a watch where AP does not have a current model or similar watch, only recognized 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 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 in strict accordance with Article 9.2. in the event of loss or theft during transportation after the watch was tendered to the courier designated by AP, provided the Customer fully complied with the packaging and shipping instructions received with the shipping kit. Otherwise, the previous paragraph is applicable and AP shall not have any liability for damage or loss.

**9.2.** After delivery at AP: Despite the care being taken by AP of the watches entrusted to AP 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 only compensate 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 the NBRPP (non-binding recommended public price) of the new watch of the same or similar model in Audemars Piguet's New York boutique or, if AP decides in its sole discretion, financial compensation on the basis of the current market value of the watch;

- Model outside the current collection: AP will 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 the NBRPP (non-binding recommended public price) of the new watch of the same or similar model in Audemars Piguet's New York boutique or, if AP decides in its sole discretion, 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 to return the watch to the Customer.

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

**10.1.** At a Customer's written request, AP agrees to inform the Customer, free of charge, of the indicative price for replacement of a watch only for insurance purposes in strict accordance with the following rules:

- Model from the current collection: AP will provide the current NBRPP (non-binding recommended public price) for a new watch of the same model at Audemars Piguet's New York boutique.

- Model outside the current collection: AP will use reasonable endeavors to provide the current NBRPP (non-binding recommended public price) for a new watch of a similar model in a collection at Audemars Piguet's New York boutique.

- Limited edition or watches over 25 years old: AP is not able to provide any indicative price for replacement of the watch. The Customer may contact a reputable auction house to assess the value of the watch.

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

# AUDEMARS PIGUET

*Le Brassus*

## ARTICLE 11 – SERVICE WARRANTY

**11.1.** Subject to Article 12, the work carried out as part of the Service and the components replaced during the Service are warranted 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 11.1 covers all manufacturing and workmanship defects, including those resulting 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 use, incorrect handling, work carried out on the watch by someone other than an AP Authorized Service Center, or failure to observe the recommended guidelines 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 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 that are noticeable within ten (10) business days from the date the watch was returned after the Service. If the Customer fails to so notify AP within ten (10) 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) or a recommended Service completed 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 vital to completely avoid immersing the watch, and to have a water resistance control promptly carried out on the watch. If the Customer goes swimming frequently, since sand, salt and chlorine are abrasive and corrosive agents, AP recommends regularly rinsing the watch in fresh water before drying it completely. In any case, AP recommends that a watch with a leather strap, even if 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 moisture penetrating a watch which is not water resistant is not covered by the warranty.

**12.2.** AP recommends that its Customers check the water resistance of their watches 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 Boutiques with suitable equipment to its Customers free of charge or at any AP Authorized Service Center that has the suitable equipment. No warranty is granted 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 is dismantled and its seals are replaced to reinstate the water resistance of the watch) is recommended by AP. A chargeable water resistance Service is also required every two (2) to three (3) 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 guaranteed for two (2) years, but such water resistance warranty does not extend to cover the overall condition and the correct functioning 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 and any existing water resistance warranty or obligation by AP shall terminate.

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

When changing the battery on a quartz watch, AP systematically recommends a water resistance Service. If the Customer declines, no warranty shall be granted and any existing water resistance warranty or obligation by AP shall terminate. Nevertheless, a new battery will be fitted free of charge. The change of battery does not guarantee the overall condition and the 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, generate a magnetic field. It is possible that a watch may become magnetized after it has been in proximity to a magnetic field and this may affect its functionality. In such case, AP recommends to its Customer that the watch be checked for magnetism. Such test, which does not constitute part of any Service hereunder, is available at AP Boutiques with suitable equipment to its Customers free of charge or at any AP Authorized Service Center that 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 reference of the 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 guarantees that any new serial number is unique, and that it will be recorded in the 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, provided that the Customer does not refuse that the components may be kept by AP for recycling.

## ARTICLE 17 – COUNTERFEITS

If the examination of a watch reveals that any part(s) of the watch are counterfeit part(s) (including counterfeits or hybrid pieces), 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 presents part(s) whose original appearance or function has been modified, AP will produce an Estimate which takes into account the work required to return the watch to its original appearance or function. AP reserves the right to limit the Service to the parts of the watch which have remained in their original condition. Likewise, AP reserves the right to not perform any Service where aesthetic and/or technical modifications that were not approved 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 insurance company and/or the relevant authorities (having the authority to determine legitimate ownership of the watch in question) and to keep the watch in AP's custody until ownership is determined, unless a mutual agreement is reached between the former owner and/or insurance company and the current possessor.

## ARTICLE 20 – PERSONAL DATA

AP collects and uses Customer's personal data for the purposes of providing customer services. The Privacy Notice is available upon request or at [www.audemarspiguet.com](http://www.audemarspiguet.com).

## ARTICLE 21 – ENTIRE AGREEMENT

**21.1.** Subject to Article 21.2, the Estimate, the Services Request together with these Customer Service General Terms and Conditions and the Privacy Notice available at [www.audemarspiguet.com](http://www.audemarspiguet.com) 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.** To the extent that any inconsistency or ambiguity exists between any of (i) the Estimate, (ii) these Customer Service General Terms and Conditions, and (iii) the Services Request on the one hand and the provisions of the Privacy Notice available at [www.audemarspiguet.com](http://www.audemarspiguet.com) on the other hand, the provisions of the Privacy Notice shall prevail.

**21.3.** The Terms of Use and the Cookie Policy available at [www.audemarspiguet.com](http://www.audemarspiguet.com) are incorporated into these Customer Service General Terms and Conditions when the Customer requests online Service at [www.audemarspiguet.com](http://www.audemarspiguet.com).

## ARTICLE 22 – APPLICABLE LAW

New York 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. Where the laws of New York are different to the mandatory consumer laws in Customer's own country, AP will afford the Customer with similar protection.

## ARTICLE 23 – COURT WITH JURISDICTION

With respect to any dispute relating to these Customer Service General Terms and Conditions or a Service, the Customer (i) hereby irrevocably submits to the nonexclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of either the Customer or AP to remove to the United States District Court for the Southern District of New York) and to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of such a dispute, (ii) hereby irrevocably agrees that all claims in respect of such suit, action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court, and (iii) to the extent permitted by applicable law, hereby irrevocably waives and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Customer is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that these Customer Service General Terms and Conditions may not be enforced in or by such court. A final judgment obtained in respect of any suit, action or proceeding referred to in this Article 23 shall be conclusive and may be enforced in other jurisdictions in any manner consistent with applicable law. The Customer hereby consents to service of process by registered mail, Federal Express, DHL or similar overnight courier, to the Customer's address given to AP when the Watch was delivered to AP for Service, it being agreed that delivery in such manner shall constitute valid service to the Customer in connection with any such suit, action or proceeding; provided, however, that no term of provision of these Customer Service General Terms and Conditions shall affect the right of AP to serve process in any manner permitted by law or limit the right, if any, of AP to commence a suit, action or other proceeding against the Customer in the courts of any jurisdiction(s).

<https://www.audemarspiguet.com/en/service/terms-and-conditions/>