# CUSTOMER SERVICE GENERAL TERMS AND CONDITIONS

### ARTICLE 1 / SCOPE OF APPLICATION

These General Terms and Conditions of Customer Service of Audemars Piguet (France) SA ("AP") apply to all repairs and other maintenance services performed by AP (the "Service") on any watch of the brand "Audemars Piguet" belonging to a third party, whether a natural or legal person (the "Customer"), and sent in or dropped off for a Service.

# ARTICLE 2 / ONLINE REGISTRATION OF A REPAIR SERVICE REQUEST WITH REQUEST TO DROP OFF THE WATCH OR HAVE IT COLLECTED FOR A QUOTE AND SERVICE

2.1. If a Customer with an account on www.audemarspiguet.com so wishes, they may register an online repair service request with a request for collection of their watch in the countries and regions where the online service for requesting watch repair and collection is available. The Customer will then receive a shipping kit as well as packing and shipping instructions for securely packing the watch. Once the shipping kit is ready, a contact between a carrier and the Customer shall be arranged by AP in order to set up the collection of the watch, provided that the Customer has accepted the terms and conditions of the secure delivery service (including AP's privacy policy). Once the carrier has collected the watch, the Customer may not cancel their online request for the service of repairing and collecting the watch, subject to their right of withdrawal under the conditions stipulated in Article 6.2. The watch will be delivered by the secure delivery service to the most appropriate local or foreign customer service centre of the Audemars Piguet Group depending on its location, the expertise required and the timeframe for completion of the service. 2.2. Once the watch is dropped off by the secure delivery service or directly by the Customer at AP, the Customer will receive a guote provided that the nature of the Service to be performed and the price thereof can be determined immediately (the "Quote"). If the type of Service requested and the cost thereof cannot be immediately determined directly at the time of drop-off of the watch by the Customer, the Customer shall receive an acknowledgement of receipt confirming the drop-off of the watch at AP in order to prepare a Service Quote (the "Service Request"). The Quote or Service Request (as applicable) describes the overall exterior condition of the watch as observed by AP when the watch is dropped off at AP. A Customer having received a Quote must confirm to AP that they accept the Quote during the validity period thereof. AP reserves the right to amend the Quote at any time and to submit the amended Quote for approval by the Customer if a warranty exclusion attributable to the Customer has not been detected at the time the Quote is issued or in the event of force majeure for a watch dropped off at AP during the watch's warranty period. 2.3. At the Customer's request or if the nature of the Service to be performed and the price thereof cannot be determined immediately when the watch is dropped off, AP shall provide the Customer with a Quote within a reasonable time following disassembly of the case and analysis of the watch movement. Upon request by the Customer, AP may issue a quote detailing all watch components to be replaced or repaired during the course of the Service (the "Detailed Quote"). For the purposes of these General Terms and Conditions of Customer Service, any reference to the term "Quote" hereinafter includes the Detailed Quote, as well as any other type of quote.

2.4. The Quote shall remain valid for three (3) months from the date of issue and must be expressly approved by the Customer. AP may (but is not obligated to) send up to three (3) reminders during the validity period of the Quote.

2.5. If, before starting the Service, AP determines that additional work not included in the initial Quote is required to maintain the functioning, integrity and water-resistance of the watch, AP will promptly provide the Customer with an updated Quote. The Service will only be initiated after the Customer has expressly accepted the updated Quote.

2.6. AP reserves the right to send the Customer's watch to another AP Authorised Service Centre locally or abroad for the purpose of preparing the Quote.

2.7. Each watch is digitally recorded upon receipt by AP in order to document its overall condition. AP reserves the right to take additional photos or videos of the watch at any time during the Service. Upon request by the Customer, AP shall provide the Customer with the images or videos of the watch or extracts thereof. AP will retain the images and video for a period of up to 12 months from the date indicated on the invoice.

# ARTICLE 3 / COST OF PREPARING THE QUOTE

The preparation of a Quote is free of charge. If a Quote is not accepted during its validity period, AP reserves the right to charge the cost of preparing the Quote and keeping the watch.

## ARTICLE 4 / SERVICE PRICE

4.1. The price of the Services stated in a Quote is inclusive of all taxes (to the extent that VAT or similar taxes are applicable) but does not include packaging, transport and insurance costs, unless otherwise agreed in writing between AP and the Customer. AP reserves the right to invoice the Customer for the online Service request separately with the request to collect the watch.

**4.2.** Unless otherwise agreed in writing between AP and the Customer, the cost of the Service shall be payable at the latest upon return of the watch to the Customer. AP reserves the right to request a partial or full advance payment, in particular if a restoration Service is to be performed or if the Customer fails to appear in person at AP for the return of the watch after completion of the Service (Article 8).

#### ARTICLE 5 / REJECTION OF THE QUOTE BY THE CUSTOMER

Upon expiry of the Quote validity period or in the event of the Customer's rejection of the Quote, the watch shall be returned to the Customer in accordance with Article 8, as far as possible, in the condition in which the Customer dropped it off at AP.

### ARTICLE 6 / ACCEPTANCE OF THE QUOTE BY THE CUSTOMER

6.1. If the Customer accepts the Quote within fifteen (15) business days from the date of issue, AP undertakes to perform the Service within the period specified in the Quote. A new repair period will be notified to the Customer if the Quote is accepted after a period of fifteen (15) working days from its issuance. This new repair period will take into account the current workload at AP and may exceed the time originally mentioned in the Quote. A "working day" means a day other than a Saturday, Sunday, public holiday or non-working day in France.

If the Service is not performed by the expiry of the period stipulated in the Quote or amended by agreement with the Customer, the Customer may notify the specialist of the suspension of payment of all or part of the price until the specialist renders performance in accordance with the terms of Articles 1219 and 1220 of the Civil Code, or terminate the Service agreement originally accepted, by registered letter with acknowledgement of receipt, by email to <u>repairs.cesap@audemarspiguet.com</u> with acknowledgement of receipt, by writing on another durable medium, or by using the feature offered for this purpose on <u>www.audemarspiguet.com</u>, if, after having instructed, in accordance with the same terms and conditions, AP to perform the Service within a reasonable grace period, such Service has not occurred within this grace period. The Customer may terminate the Service Agreement immediately if AP refuses to perform the Service or fails to perform the Service on expiry of the deadline and the deadline is an essential condition of the Service Agreement for the Customer. This essential condition results from the circumstances surrounding the Service Agreement or from an express request of the Customer expressed no later than the time of acceptance of the Quote. In the event of termination of the Service Agreement as set out above, AP shall reimburse the Customer for all monies paid, if any, no later than fourteen (14) days after the date on which the Service Agreement is terminated by the Customer.

6.2. The Customer shall have a period of fourteen (14) days from acceptance of the Quote to withdraw if the Customer has registered a repair service request online with a request to collect their watch or if they accept the Quote remotely (by email or any other means of communication). The day on which the first hour of the first day and shall end on the expiry of the last hour of the last day of the period. If said period expires on a Saturday, Sunday or public holiday or non-working day in France, it shall be extended until the first subsequent business day. The Customer may exercise their right of withdrawal by sending, in accordance with the template presented at the end of these General Terms and Conditions of Customer Service (Annexe 1), a letter to AP at CESAP, 5 rue Gérard Mantion, 25000 Besançon, France or an email to <u>repairs.cesap@audemarspiguet.com</u>. Where the right of withdrawal is exercised, AP shall reimburse the Customer for all amounts paid, if any, no later than fourteen (14) days from the date on which AP is informed of the Customer 3 decision to withdraw, using the same means of payment as the Customer at AP's expense under the conditions set out in Article 8.

6.3. Upon express acceptance of the Quote by the Customer and subject to the expiry of the Customer's withdrawal period if applicable, AP undertakes to use all reasonable endeavours to perform the Service. Once AP has started the Service, the Customer shall not be able to withdraw their acceptance of the Quote except for a wristband-change Service and subject to the Customer's right of withdrawal, if applicable.

6.4. AP reserves the right to send the Customer's watch to another AP Authorised Service Centre locally or abroad for the performance of the Service.

6.5. In the event of difficulties encountered in the course of the Service that are not attributable to an error on the part of AP, such as due to the age or condition of the watch or due to a force majeure event that renders the Service impossible to perform as offered or otherwise, AP reserves the right to revise or amend the Quote or terminate the Service. If the revised or amended Quote is not accepted by the Customer or the Service is discontinued, the watch shall be returned to the Customer, as far as possible, in the condition in which the watch was dropped off at AP.

6.6. If, despite using reasonable endeavours, AP is unable to perform the Service within the estimated timeframe due to force majeure or any other reason not attributable to AP, completion of the Service shall be postponed depending on the nature and extent of the event causing the postponement, unless otherwise agreed between AP and the Customer.

6.7. For the purposes of this clause, a force majeure event means and includes but is not limited to accidents, severe weather events, natural disasters, fire, explosions, unforeseeable events, acts or omissions of any government agency, unexpected changes in laws or regulations, widespread shortages of raw materials or energy, pandemics, epidemics, quarantines, lockdowns, acts of terrorism, national strikes, riots, war or civil unrest and any other event beyond AP's reasonable control and which, by its nature, was unforeseeable or, had it been foreseeable, could not have been avoided.

### ARTICLE 7 / REPLACEMENT OF COMPONENTS

7.1. Except for wristbands, the cost of components replaced during a Service is included in the Service price as long as the replacement of such components is considered customary and normal for the Service. Otherwise, and particularly if the watch has suffered an impact or any other damage requiring the replacement of certain components before their usual replacement date, these components shall be invoiced separately to the Customer upon acceptance by them. In any event, the invoicing of the Service will include the cost of replaced components, particularly where such components are made of precious materials. By accepting the Quote, the Customer agrees that the exchanged or replaced components, with the exception of the wristbands, shall be kept by AP, and the Customer thus waives their right to request the return of such components. If the Customer insists on keeping the Quote, and AP reserves the right to increase the price of the Service accordingly. As part of the Service, used components shall be replaced with new components produced in accordance with AP's standards and benefiting from the latest technical manufacturing developments.

7.2. Original components that are no longer available for a restoration Service shall be recreated by hand by specialized watchmakers where possible.

7.3. The availability of dials and flexible wristbands identical to the original watch components may sometimes be limited in time. In the event of unavailability, AP shall either replace the dial and/or flexible wristband with a dial and/or flexible wristband with the aesthetics most similar to those of the original watch component, or refresh the original dial where technically feasible.

# ARTICLE 8 / RETURN OF THE WATCH TO THE CUSTOMER AFTER COMPLETION OF THE SERVICE

**8.1.** Once the Service has been performed, or if the Quote is not accepted or is rejected by the Customer, or if the Service is interrupted for any reason, or if the Customer has exercised their right of withdrawal, if applicable, they shall be informed by AP of the situation and that the watch will be returned to them at AP's premises. The initial Quote, the Service Request (if any) and an identification document must be presented at the time of return of the watch. If the watch was originally collected by a secure delivery service (online repair Service request with request for collection of the watch), the watch will be returned to the Customer after payment of the Service fee (unless otherwise stipulated in these General Terms and Conditions of Customer Service), exclusively to an address in the same country where the watch was collected.

8.2. Upon written request of the Customer, the watch may also be returned to the Customer within a reasonable time (unless otherwise stipulated in these General Terms and Conditions of Customer Service) and within the same customs territory by secure parcel to the address indicated by the Customer when dropping off the watch for a Service. If the Customer has shipped the watch to AP from abroad, the watch will be returned to the Customer within a reasonable time (unless otherwise provided in these General Terms and Conditions of Customer Service) by secure parcel to an address designated by the Customer in the country of dispatch, provided that customs import formalities have been duly completed. Any change of the Customer's address after the watch has been dropped off at AP may only be accepted after a formal verification of the Customer's identity.

8.3. AP shall not be liable for any damage, loss or theft of the watch due to an incorrect address provided by the Customer.

# ARTICLE 9 / LOSS OF OR DAMAGE TO THE DROPPED-OFF WATCH 9.1. Before delivery to AP:

 If the Customer decides to ship their watch directly to AP, AP shall not be liable for damage caused to the Customer's watch during transport, loss or theft of the watch prior to receipt by AP. The Customer



is advised to send their watch via secure and/or registered delivery or through a delivery service. Upon request, AP shall estimate the replacement value of watches in the current collection or similar watches, but the estimate shall be for reference only. For other watches, only recognised auction houses are authorised to estimate the value of the watch. The Customer is solely responsible for complying with the export/import procedures and conditions of a watch sent directly by a Customer to AP for a Service. AP shall not under any circumstances be held liable for any breach by the Customer.

 If the watch was originally collected on behalf of AP at an address specified by the Customer (online request for repair service with request for collection of the watch), AP agrees to indemnify the Customer strictly in accordance with Article 9.2 in the event of damage, loss or theft during transport after the watch has been handed over to AP's designated secure delivery service provided that the Customer has fully complied with the packing and shipping instructions contained in the shipping kit. In all other cases, the previous paragraph shall apply.

9.2. After delivery at AP: Despite all care taken by AP regarding the watches entrusted to it for a Service, some components may be damaged in the course of the Service. If such components cannot be replaced at AP's expense, the Customer agrees that AP shall indemnify the Customer exclusively in accordance with the following rules:

- Model from the current collection: AP shall replace the damaged watch with a new watch of the same model or, for limited editions, with a similar watch of the same value (depending on the price of the watch paid by the Customer, but no more than the sale price to an end-customer of the new watch of the same or similar model at the Audemars Piguet boutique in Paris) or, if AP so decides at its sole discretion, pay financial compensation based on the market value of the watch.
- Model from outside the current collection: AP shall replace the damaged watch with a similar watch
  of the same value (depending on the price of the watch paid by the Customer, but no more than the
  sale price to an end-customer of a similar watch at the Audemars Piguet boutique in Paris) or, if AP
  so decides at its sole discretion, pay financial compensation based on the market value of the watch.

9.3. At the time of return to the Customer: Without prejudice to the application of Clause 8.3, AP agrees to indemnify the Customer based solely on the provisions of Clause 9.2 in the event of damage, loss or theft during transport prior to delivery of the watch to the Customer.

### ARTICLE 10 / INDICATIVE PRICE FOR REPLACEMENT OF A WATCH

**10.1.** Upon written request of the Customer, AP agrees to inform the Customer free of charge regarding the indicative replacement price of its watch for insurance purposes only and strictly in accordance with the following rules:

- Model from the current collection: AP will provide the current retail price an end-customer would pay for a new watch of the same model at the Audemars Piguet boutique in Paris.
- Model from outside the current collection: AP shall use all reasonable endeavours to provide the current retail price an end-customer would pay for a new watch of a similar model available at the Audemars Piguet boutique in Paris.
- Limited edition or watch over 25 years old: AP is not able to provide an indicative price for the watch replacement. The Customer may contact any recognised auction house to evaluate their watch.
- **10.2.** AP does not assess the market value of a specific watch.

#### ARTICLE 11 / SERVICE WARRANTY

11.1. Subject to Clause 12, work performed under the Service and components replaced during the Service are warranted for a period of two (2) years from the date stated on the invoice.

11.2. Without prejudice to the application of Article 9, the service warranty referred to in Article 11.1 shall cover all manufacturing defects and faults, including but not limited to those resulting from defective components, a defect during the Service or damage suffered during transport for the purpose of returning the watch to the Customer.

11.3. Defects in a watch caused directly or indirectly by the following events are not covered by the Service warranty or product warranty: normal wear and tear, anomalies caused by impact, ahormal use, improper handling, work performed by a third party other than an AP Authorised Service Centre, failure to follow the recommendations for preserving the water resistance of the watch, and damage related to the penetration of moisture into a watch that is no longer water-resistant as specified in Clause 12.

11.4. The Customer shall inspect the watch and notify AP in writing regarding any defects immediately ascertainable within ten (10) business days after receipt of the watch upon completion of the Service. If the Customer fails to notify AP within such ten (10) business days, the watch shall be deemed to have been accepted by the Customer in good condition and AP shall be relieved of all liability, except for any defect that could not reasonably be discovered immediately. In such case, the Customer may only request AP to remedy the defect in accordance with these General Terms and Conditions of Customer Service.

11.5. The Customer's refusal to have the Service performed (including but not limited to any maintenance, repair or water resistance service) shall release AP from all obligations and liability in relation to the watch, its operation, water resistance and integrity.

The statutory warranty of conformity does not apply to the Customer for replaced components unless they are the main subject of the accepted Quote or were purchased by the Customer under a separate sales agreement. Where replaced components are the main subject of the Quote or were purchased by the Customer under a separate sales agreement, the statutory warranty of conformity applies independently of any commercial warranty offered.

In accordance with the annexe to article D. 211-2 of the French Consumer Code, the Customer has a period of two years from the delivery of the goods to obtain the implementation of the statutory warranty of conformity in the event of the appearance of non-conformity. During this period, the Customer is only required to establish the existence of the non-conformity and not the date on which it appeared.

Where the contract for the sale of the goods provides for the supply of digital content or a digital service continuously for a period exceeding two years, the statutory warranty shall apply to that digital content or digital service throughout the specified period of supply. During this period, the Customer is only required to establish the existence of the non-conformity affecting the digital content or service and not the date on which the non-conformity occurred. The statutory warranty of conformity entails an obligation for the specialist, where appropriate, to provide all updates necessary to maintain the conformity of the goods.

The statutory warranty of conformity entitles the Customer to the repair or replacement of the goods within thirty (30) days of their request, without cost and without major inconvenience to them. If the goods are repaired under the statutory warranty of conformity, the Customer is entitled to a six-month extension of the original warranty. If the Customer requests the repair of the goods but the Seller requires the replacement, the statutory warranty of conformity shall be renewed for a period of two years from the date of replacement of the goods. The Customer may obtain a reduction in the purchase price by retaining the goods or may terminate the contract by being reimbursed in full upon return of the goods if:

(1) The specialist refuses to repair or replace the goods.

- (2) The repair or replacement of the goods takes place after a period of thirty (30) days.
- (3) The repair or replacement of the good causes a major inconvenience for the Customer, particularly if the Customer definitively bears the costs of taking back or removing the non-compliant goods or bears
- the costs of installing the repaired or replacement goods. (4) The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The Customer is also entitled to a reduction in the price of the goods or to rescission of the contract if the non-conformity is so serious that it justifies an immediate reduction in the price or rescission of the contract. The Customer is not obligated to request the repair or replacement of the goods in advance. The Customer is not entitled to terminate the sale if the non-conformity is minor. Any period in which the goods are out of use for the purpose of repair or replacement shall suspend the remaining warranty until delivery of the restored goods. The rights specified above result from the application of Articles L. 217-1 to L. 217-32 of the Consumer Code. A seller who obstructs in bad faith the implementation of the statutory warranty of conformity is liable for a civil fine of up to EUR 300.000, which may be increased to a maximum of 10% of its average annual turnover (Article L. 241-5 of the Consumer Code). The Customer is also entitled to the statutory warranty against hidden defects in accordance with Articles 1641 to 1649 of the Civil Code for a period of two (2) years from the discovery of the defect. This warranty entitles the holder to a reduction in the price if the goods are retained or to a full refund upon return of the goods.

# ARTICLE 12 / WATER RESISTANCE OF THE WATCH

12.1. The water resistance of the watch may be compromised by an accident or by contact with an aggressive substance (acid, perfume, liquid metal, etc.). After such an incident, it is essential to avoid any immersion of the watch and to carry out a new water resistance check quickly. Because sand, salt and chlorine are abrasive and corrosive agents, AP advises Customers who bathe frequently to rinse the watch regularly with fresh water before drying. In any case, AP recommends that you avoid immersing a watch that has a leather strap, even if it is water-resistant, as this could damage the strap. If the Customer's watch is not a water-resistant model, it must not be immersed in or brought into contact with water or any other liquid. Damage resulting from the penetration of moisture into a non-water-resistant watch is not covered by the warranty.

12.2. AP recommends that its Customers conduct a water resistance test at least every two (2) years and annually if the watch is frequently exposed to aquatic or wet environments. This test, which is not part of the Services governed by these General Terms and Conditions of Customer Service, is available at AP free of charge to its Customers or at any suitably equipped AP Authorised Service Centre. This service does not give rise to any warranty.

**12.3.** If a problem is detected during the aforementioned water resistance test, a fee-based water resistance service (with disassembly of the watch case and replacement of the seals to restore the water resistance of the watch) is recommended by AP. A fee-based water resistance service is also required every two (2) to three (3) years, depending on how often the watch is worn, or promptly in the event of an incident. Following this water resistance Service and subject to Articles 12.4 and 12.5, the water resistance of the watch shall be guaranteed for two (2) years, but such water resistance warranty shall not apply to the overall condition and other functions of the watch.

12.4. Over time, watches may suffer from problems of penetration of moisture or oxidation into the movement. In some cases, water resistance cannot be restored even after a water resistance Service because normal wear and tear or improper polishing may cause small distortions of the case and loss of water resistance. 12.5. AP always recommends a water resistance Service whenever a watch is opened. If the Customer

12.5. AP aways recommends a water resistance Service whenever a watch is opened. If the Customer waives this Service, no warranty will be given.

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

When changing the battery on a quartz watch, AP always recommends a water resistance Service. If the Customer waives this Service, no warranty will be given. However, the battery change will be done free of charge. Replacing the battery does not guarantee the overall condition and other functions of the watch or that no other Service is required.

### ARTICLE 14 / RECOMMENDATIONS ON MAGNETISM

Many modern devices, such as scanners, household appliances and mobile phones, generate a magnetic field. A watch may become magnetised in the vicinity of a magnetic field, which may impair its functionality. In such cases, AP recommends that its Customer have the magnetism of their watch checked. This test, which is not part of the Services governed by these General Terms and Conditions of Customer Service, is available at AP free of charge to its Customers or at any suitably equipped AP Authorised Service Centre. This service does not give rise to any warranty.

#### ARTICLE 15 / CHANGE OF REFERENCE

AP permits certain aesthetic changes to its products insofar as such changes give the appearance of an existing model in current or past collections and are expressly approved by AP. Such changes may require a change in the business reference of the watch or the files maintained by AP in order to record information concerning the changes made to the watch.

#### ARTICLE 16 / CHANGE OF SERIAL NUMBER

Where replacement of a case, middle part, caseback or complete movement is required, the serial number of the new component may differ from that originally engraved. AP shall keep copy of these changes. AP warrants that the new serial number is unique and that it is recorded in the Audemars Piguet Group database. In the case of a limited edition, AP will by way of exception retain the original number of the case, movement, middle part or caseback, provided that the Customer does not object to AP retaining the replaced components for recycling.

#### ARTICLE 17 / COUNTERFEITS

If an inspection of the watch reveals that any part or parts thereof are counterfeit (counterfeit(s) or hybrid part(s)), no Services will be performed on the relevant watch. AP will document the visual and technical aspects indicating that the watch is counterfeit. AP shall be entitled to make further enquiries in order to obtain information on the origin of the watch. If the Customer agrees to assign the counterfeit to AP, AP shall provide the Customer with a confirmation verifying that the watch is not a genuine Audemars Piguet watch.

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

If a watch (or any part thereof) reveals that its original appearance or function has been altered, the Quote prepared by AP shall take into account the work required to restore the watch to its original appearance or function. AP reserves the right to limit its Service to those parts of the watch that have retained their original condition and functionality. Similarly, AP reserves the right not to perform a Service in the event of any aesthetic and/or technical changes made to the watch without AP's approval.

#### ARTICLE 19 / STOLEN WATCH

Upon receipt of a watch previously reported as stolen, AP reserves the right to notify its former owner and/ or the competent authorities to determine the legitimate owner of such watch and to keep the watch in its possession until the owner is identified, unless an amicable agreement is reached between the former owner and the new owner.

#### ARTICLE 20 / PERSONAL DATA

AP collects and uses personal data of its Customers for the purpose of providing customer services to them. The full privacy policy that forms part of these General Terms and Conditions of Customer Service is set out in Annexe 2 hereto. It is also available on request or at <u>www.audemarspiguet.com</u>.

#### ARTICLE 21 / ENTIRE AGREEMENT

**21.1.** Subject to Article 21.2, the Quote, the Service Request together with these General Terms and Conditions of Customer Service and the privacy policy available at <u>www.audemarspiguet.com</u> contain the entire Service Agreement between AP and the Customer relating to the performance of the Service, and they cancel and supersede any and all prior oral or written agreements, representations or understandings between AP and the Customer in this regard. The Parties confirm that they are not entering into the



transaction on the basis of any statement not expressly incorporated in writing in the Quote, Service Request or these General Terms and Conditions of Customer Service.

**21.2.** Any inconsistency or ambiguity shall be resolved in the following order of precedence: 1. the Quote, 2. these General Terms and Conditions of Customer Service and 3. the Service Request. The provisions of the privacy policy available on <u>www.audemarspiguet.com</u> shall prevail exclusively as regards the issues raised by the subject matter thereof.

21.3. The Terms of Use and Cookie Policy available at <u>www.audemarspiguet.com</u> are included in these General Terms and Conditions of Customer Service when the Customer makes an online Service request at <u>www.audemarspiguet.com</u>.

#### ARTICLE 22 / APPLICABLE LAW

French law (with the exception of its conflict-of-law rules) shall apply to these General Terms and Conditions of Customer Service and to the relationship between AP and the Customer. Where French laws differ from mandatory consumer protection laws in the Customer's country, AP will provide the Customer with similar protection.

#### ARTICLE 23 / COMPLAINTS / MEDIATION / DISPUTE SETTLEMENT

23.1. Complaints: For any complaints, the Customer may contact AP's customer service at the following address: Audemars Piguet (France) SA, 4 rue Halévy, 75009 Paris, France.

23.2. Mediation of consumer disputes: The Customer may use the mediation service free of charge for consumer disputes concerning an order placed with AP. In accordance with the rules applicable to mediation, any consumer dispute must be referred in advance and in writing to AP Customer Service (Audemars Piguet (France) SA, 4 rue Halévy, 75009 Paris, France). Any unsuccessful consumer dispute may be referred to the Ombudsman's Service within one year of the Customer's written complaint to AP. To find out how to refer the matter to the Ombudsman and to obtain information on a solution for mediating consumer disputes in the watchmaking industry, the Customer must consult the website of the Fédération de l'Horlogerie (https://federationhorlogerie.fr/mediation-2).

23.3. Online Dispute Resolution Platform: In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an Online Dispute Resolution platform that facilitates the independent out-of-court resolution of online disputes between consumers and specialists in the European Union. The platform can be accessed at the following link: <u>https://ec.europa.eu/consumers/odr</u>. The Customer is not obligated to resort to mediation and may instead refer the matter to the competent court. Moreover, at the end of the mediation, either party may refer the matter to the competent court.

23.4. To the extent permitted by law, any dispute in connection with these General Terms and Conditions of Customer Service shall be submitted to the exclusive jurisdiction of the competent courts at the registered office of Audemars Piguet (France) SA.

#### ANNEX 1 / WITHDRAWAL FORM (FOLLOWING ACCEPTANCE OF AN ESTIMATE)

In accordance with the conditions set out in the General Terms and Conditions of Customer Service of Audemars Piguet (France) SA, please complete and return this form only if you have accepted a Quote remotely (via the website <u>www.audemarspiguet.com</u>, email, telephone or any other means of communication) and wish to exercise your right to withdraw from the Quote that you have accepted. For the attention of Audemars Piguet (France) SA at the following addresses:

• by post: CESAP, 5 rue Gérard Mantion, 25000 Besançon, France; or

• by email: repairs.cesap@audemarspiguet.com

I hereby notify you of my withdrawal of my agreement to the following repair service Quote:
Estimate accepted on:
Estimate number:
Customer's name:
Customer's address:
Customer's signature (only if this form is submitted in paper form):
Date

# ANNEX 2 / PERSONAL DATA – PRIVACY POLICY PRIVACY NOTICE

Your personal data is very important to Audemars Piguet ("we" or "our"). This notice (the "Privacy Notice") is to inform you about the processing of personal data that we may collect when you access our online and offline services, including the personal data we gather through our various channels, such as our websites, apps, social media, our customer relations centres, boutiques, our Musée Atelier Audemars Piguet (MAAP), points of sale and the events we organise. The Audemars Piguet Cookie Policy is a supplement to this Privacy Notice and describes what cookies are, what Audemars Piquet can do with them and the way in which any person can accept or refuse to receive a cookie operated by Audemars Piguet on his/ her terminal. You can access our Cookie Policy here. This Privacy Notice applies to all entities of the Audemars Piguet group. Whenever you provide your personal data to a given Audemars Piguet entity, it is responsible for the collection and processing of your personal data, at the local level, for the purposes of managing the commercial or contractual relationship relating to Audemars Piguet products and services, in accordance with the applicable local laws. At the group level, the Swiss company Audemars Piguet (Marketing) SA is responsible for defining the overall policy regarding processing and management of your personal data for commercial and marketing purposes (such as management of the group's central CRM system and promotional campaigns at group level as opposed to local campaigns), as well as management of the www.audemarspiguet.com and https://museeatelier.audemarspiguet.com/en/home.html websites. We invite you to take the time to read this Privacy Notice in its entirety. You can also request a copy of the Privacy Statement in our directly operated boutiques. We are available via the e-mail address privacy@ audemarspiguet.com to answer any questions you may have, particularly in the exercise of your rights to your personal data described in Section VI. If you reside in California, please read this privacy notice.

#### I. PERSONAL DATA WE COLLECT

This Privacy Notice applies to any personal data we may collect from you or about you (see below), from the following sources:

- Purchase of an Audemars Piguet product (including purchase of a ticket for the MAAP) or an after-sales service request.
- Visits to Audemars Piguet boutiques and points of sale managed by Audemars Piguet, as well as to the MAAP and participation in events organised or sponsored by Audemars Piguet.
- Registration forms that we collect, whether printed or available on electronic tablets, especially in our boutiques and points of sale or in the context of events or visits to the MAAP.
- Electronic and telephone communications, as well as face-to-face exchanges, even informal, between Audemars Piquet and yourself.
- Electronic and telephone communications with Audemars Piguet customer relations centres.
- Visits to our websites and use of Audemars Piguet mobile apps ("Sites"): in particular when creating and using an account on our Sites, responding to a form or using a service (subscription to our newsletter, request for contact or information, making appointments, list of favourites, pick-up service, AP Coverage), or of a feature or resources published on our Sites. You will be asked to identify yourself, but you may also visit our Sites without registering.
- Online submission of job applications.

 Data that you share publicly in the course of your interaction with Audemars Piguet on social media (for example, when you "like" an Audemars Piguet page on social media platforms such as Facebook, Instagram, LinkedIn, Twitter, Pinterest, WeChat, Weibo, Line, YouTube, Yuku, Snapchat and TikTok) or on public discussion platforms.

We may collect different types of information from the above sources depending on the purpose and the manner in which you interact with Audemars Piguet (face-to-face, online, by telephone, etc.), as indicated below:

- Identity and contact information: any information you provide us that would enable us to contact you or to identify you, such as your name, e-mail address, postal address or telephone number, as well as your picture, such as you may have uploaded it to your personal account or that you have agreed to provide to us in the context of events organised or sponsored by Audemars Piguet, We may also process the images taken as part of the surveillance systems in place in boutiques and points of sales managed by Audemars Piguet, as well as in the MAAP.
- Personal status, preferences and purchase history: any information describing your demographic and behavioural characteristics. These include, for example, your date of birth, gender, nationality, language preference, employment status (job title and contact details, company/employer, other professional information), marital status, your links with other Audemars Piguet customers or prospects, interests (sports, leisure, art), lifestyle or your dietary preferences, as well as other preferences, such as your favourite products, list of favourites, watches registered in your account and history of purchases and services you have requested.
- Data relating to the traffic and use of our Sites: when you interact with our Sites or connect to our WiFi (APGuest), we may collect browsing data using automated data collection technologies, including a dialogue between the website server and your browser. Traffic data may include the browser name and the type of device you are using, as well as technical data about how you connect to our Sites, including your operating system, the IP address of your device connected to the Internet, the identifier of your Internet access point, the date and time of your last visit and the Internet service providers you use. Such data is used for statistical purposes and the analysis of such data is used to improve our Sites, so as to provide you with a personalised browsing experience tailored to your preferences and interests, for example, by directly displaying the pages in your preferred language on your next visit. Such information is captured using automated technologies such as cookies (browser cookies) and web beacons (such as JavaScript); they are also collected through external tracking services (Google Analytics). Please consult our Cookie Policy to find out how you can adjust your cookie settings and obtain detailed information about cookies we use and how we use them.
- Customer feedback: any information that you voluntarily share with us about your experience using our
  products and services (i.e. in the event of a complaint or in the context of discussions, even informal
  ones, with our employees).
- Information from social media: we may have access to information that you share publicly on third-party social media, such as the social media listed above or other public discussion forums. If you wish to stop sharing this information, we recommend that you read the terms of use of the social media concerned.
- Payment information: any of the information that we need to fulfil an order or that you use to make a
  purchase, and information or documents required by applicable legislation, in particular anti-money
  laundering laws, anti-corruption legislation as well as embargo and sanction-related decisions, as part
  of "know your client" type verifications.

We recommend that you only provide the data requested or necessary for your request, to the exclusion of sensitive data relating to race, ethnic origin, political opinion, religious or philosophical beliefs, as well as data concerning health, sex life or sexual orientation.

Links to other websites. Our Sites may contain or use links to third-party websites (such as advertising, our partners or social media). Such third-party websites have their own privacy policy (including on the use of cookies), which we invite you to review. We do not accept any responsibility for the privacy policies of any such third-party websites that you access at your own risk.

Privacy and protection of minors. Our Sites are not intended for users under 16 years old. We do not knowingly collect personal data from children under 16 years of age. If you are a parent or guardian and you know that your child has provided us with personal data, please contact us. If we realise or are aware that we collected personal data from a child under the age of 16 without verification of parental consent, we will take steps to remove such information from our servers, unless we are required to retain it by law (accounting or purchase data, data necessary for applicable guarantees or the management of complaints, etc.). In any event, users under 16 who provide us with personal data have a discretionary right to the erasure of their data which they can exercise, at any time and without cuse, alone or through their usual guardian, by contacting us at the address mentioned in Section VIII "Contact Us". Requests for erasure will be processed under the conditions and subject to the reservations described above.

#### II. USE OF YOUR PERSONAL DATA

We collect and use your personal data on one or more of the following legal bases:

- We have obtained your prior consent (e.g. when you subscribe to our newsletter). Please note that
  with this particular legal basis, you have the right to revoke your consent at any time (see chapter VI).
- This data processing is necessary in the context of a contract between Audemars Piguet and you (for example when you make a purchase or request after-sales service).
- We have a legitimate interest in carrying out the processing and this legitimate interest is not overridden by your interests, fundamental rights or freedoms (e.g. prevention of fraudulent or illegal activity).
- We must process your personal data in order to comply with the laws and regulations in force.

Depending on the context, we may use your personal data for the purposes described below. Please note that the types of use listed below depend on your use of our services and do not systematically affect each user:

- Processing of your orders, your requests for products (including your registration on waiting lists), purchases (including any refund requests) and deliveries.
   Descriptions usually the consistence of the superstanding within the formation of the superstanding of the superstanding of the superstanding superstanding of the superstanding of
- Providing you with the services you have requested, including within the framework of the exercise of warranty and after-sales services.
- Carrying out checks to identify you and verify your identity.
- Answering your queries, questions, including your requests for the exercise of rights.
   Improving customer service and managing our relationship with you; The data collected, which can be cross-checked from the various sources cited in Chapter I., helps us respond to your requests, meet your needs more effectively and improve our products, services and customer experience according to
- your preferences and the history of your relationship with Audemars Piguet.
- Managing the events you have registered for and/or attended.
- Sending you regular marketing communication, in particular about Audemars Piguet, news on our
  products and services, our events, MAAP activities, the opening of new boutiques, points of sale or
  satisfaction surveys concerning our products and services, with your consent when required.
- Addressing you advertising offers and chatting with you on social media when you interact with thirdparty social media features such as "likes". We recommend that you review the terms of use of the relevant third-party media to learn about these features and, if necessary, terminate your registration.
- Managing and improving our Sites and the services offered therein, as well as your accounts, including
  personalising and facilitating your user experience on our Sites by presenting you whether when you
  visit our Sites or in the personal space of your account with Audemars Piguet-specific content that
  corresponds to your interests. We are also likely to cross-reference this data to better understand how
  users, as a group, use the services and/or resources available on our Sites.
- Managing and registering lost, stolen or counterfeit products.
- Managing stocks of certain high-demand products to ensure fair distribution of the products we sell.

# AUDEMARS PIGUET

- Detecting, preventing and fighting against any fraudulent or illegal activity, including to protect your transactions from payment fraud, acting against counterfeiting and resale of our products in violation of our general terms and conditions and/or the rules applicable to our distribution network.
- Complying with our billing and accounting obligations, as well as our legal and regulatory obligations (such as those arising from anti-money laundering or anti-corruption laws and embargo or sanction-related decisions).
- Dealing with any claims or litigation.
- Producing reports and statistics, particularly for the purpose of measuring traffic on our Sites.
- Managing the process of recruiting applications submitted on our Sites.
  Guaranteeing the safety of boutiques and points of sale managed by Audemars Piguet, as well as that
- Guaranteeing of the MAAP.
- Guaranteeing IT security and IT operations.

# III. HOW WE PROTECT YOUR PERSONAL DATA

We have put in place reasonable organisational, human and technical measures to adequately protect your personal data, as well as our processing of it. In order to prevent any unauthorised access to your personal data and thus prevent them from being altered, disclosed or destroyed, the measures applied follow recognised information security standards. They are regularly adapted and improved in line with technological advances.

Nevertheless, even though we strive to protect your personal data in our possession, we cannot guarantee the security of the information transmitted on our Sites during its transit through the Internet by means of any unsecured protocol.

# IV. SHARING OF YOUR PERSONAL DATA

We undertake not to sell, exchange, rent or transfer in any way your personal data without your consent (which will have been given after receipt of prior information) and subject to the cases listed below:

Transfers within Audemars Piguet: the various Audemars Piguet entities may share your personal data with each other in order to ensure the continuity of our services, our relationship with our customers, our potential customers and the users of our Sites, as well as to ensure the continuity of our offers and information intended for you. Your personal data may thus be collected, stored and processed by an Audemars Piguet entity located in the following countries/regions: Switzerland, the United States, the European Economic Area, China mainland, Taiwan area, Japan, South Korea, Hong Kong area, Macau area, Singapore, Malaysia, Thailand, Lebanon, Israel, Dubai, Abu Dhabi and Russia. When we transfer personal data to a country that is not designated by the Federal Data Protection and Transparency Commissioner or by the European Commission as providing a sufficient level of protection for personal data, the transfers are governed by the contractual clauses in force adopted by the European Commission and adopted by the Commissioner or through mechanisms validated by the latter or by the competent authorities in charge of personal data protection within the European Economic Area and, where appropriate, supplemented by measures that may be required in other jurisdictions.

Transfers to third-party service providers: In addition, we may share your personal data with third parties that may also be located abroad, for the following purposes:

- We may use third-party service providers to help us operate our business (for example, in fulfilling
  orders, payment processing, frauds detection, identity verification, management of our customer
  relations centres, the sending of newsletters, the organisation of events, the management of our
  information systems), and administer our Sites and the services offered therein, in particular by the
  use of Google Analytics, as described in the Cookie Policy. You can access our Cookie Policy here.
- We may share your contact or appointment requests with the retailers or repair centres concerned.
- For the purposes described in Section II hereinabove, we may share with our commercial and advertising partners cross-references of demographic information by user groups (thus containing no direct identification of our visitors), for statistical purposes and for advertising Audemars Piguet's products and services.
- We may disclose such information to a third party in connection with any merger or acquisition, or to any
  organisation involved in any transfer or sale of our business or our capital.

We always require these third parties to provide sufficient guarantees of confidentiality and security as well as to take the necessary organisational and technical measures to protect your personal data in accordance with the applicable legislation. When we transfer personal data to a country that is not designated by the Federal Data Protection and Transparency Commissioner or by the European Commission as providing a sufficient level of protection for personal data, the transfers are governed by the contractual clauses in force adopted by the European Commission and adopted by the Commissioner or through mechanisms validated by the latter or by the competent authorities in charge of personal data protection within the European Economic Area and, where appropriate, supplemented by measures that may be required in other jurisdictions. In addition, service providers are only allowed access to your personal data and use it on our behalf in relation to the specific tasks assigned to them, based on our instructions.

The list of countries to which we transfer personal data may change. You may request an up-to-date list of countries to which we may transfer your personal data for specified purposes from the address given in Chapter VIII "Contact Us".

Transfers to third parties for legal reasons: we may disclose personal data to meet legal requirements, respond to a request from a competent law enforcement agency, exercise our rights or defend ourselves in the context of a claim or legal proceeding or to provide evidence to protect the interests of an Audemars Piguet entity and to combat fraud.

# V. STORAGE OF YOUR PERSONAL DATA

We keep your personal data for the time necessary to satisfy the different purposes set out in Section II hereinabove, except in cases in which the law allows us or requires us to keep such data longer. In particular:

- The personal data used to manage our relationship with you or to send you information, especially about Audemars Piguet, news on our products or services, events or satisfaction surveys will be kept for the duration necessary for the management of our relationship with you, and a three-year period from the end of your business relationship with Audemars Piguet or from your last use of the services available on our Sites or your last contact with Audemars Piguet (if applicable from the end of the warranty period applicable to your purchase).
- Data related to the management and history of your purchases and the services provided to you, as well
  as the management of complaints and calls upon guarantees will be retained for a maximum period of
  ten years from the last event.

These maximum periods apply unless you request the deletion or termination of the use of your data before the expiry of these periods for any ground compatible with a legal obligation of conservation that may be imposed on Audemars Piguet.

# VI. YOUR RIGHTS TO YOUR PERSONAL DATA

Access to personal data, modification, updates and deletion: if applicable law provides so, you may (i) request access to your personal data held by an Audemars Piguet entity, consult such data and obtain a paper or electronic copy thereof, and (ii) request the correction, limitation, updating or deletion of your personal data or oppose the processing of such data. You may exercise such rights by sending a written request to the Audemars Piguet entity with which you interact or to the postal or electronic address indicated in Section VIII "Contact Us", below. In general, we can verify the identity of the applicant by comparing the information you provide with information we have collected about you. However, we may need to ask you for additional information to verify your identity. Insofar as we are able to verify the applicant's identity with a satisfactory degree of certainty, we will endeavour to present you with the relevant personal data, or to correct or delete it, in accordance with your request and as provided for by the applicable law.

Please note that in some cases, we may not be able to delete your personal data without also deleting your user account. We may also have to keep some of your personal data after a removal request, in order to meet our legal or contractual obligations. We may also be permitted by applicable law to retain some of your personal data to comply with our legal obligations.

Opt-out: you may also ask to no longer receive information or offers from us at any time, either by following the unsubscribe process described in the messages you may receive from us, or by writing to us at the address indicated in Section VIII "Contact Us", below. If you do so, we will update our database and take all reasonable steps to respond to your request as quickly as possible, but we may continue to contact you to the extent necessary in connection with any product or service you have requested.

Data portability: given the extreme specificity of the fine watchmaking products designed and marketed by Audemars Piguet, as well as the services associated therewith, Audemars Piguet cannot, unless a written and specific individual request is addressed to us and justified by a legitimate reason, be subject to portability as defined by the GDPR.

Complaint to a supervisory authority: without prejudice to any other legal remedy, you have the right to lodge a complaint with your competent supervisory authority for the application of data protection rules in the event of an alleged breach of the data protection rules applicable to you.

#### VII. AMENDMENTS TO OUR PRIVACY NOTICE

We reserve the right to change this Privacy Notice at any time. We encourage you to check this page periodically for updates and to stay informed about the steps we take to protect the personal data we collect. It is your responsibility to regularly review our Sites to be aware of any changes made thereto.

#### VIII. CONTACT US

If you have any questions about this Privacy Notice, please contact us at <a href="mailto:privacy@audemarspiguet.com">privacy@audemarspiguet.com</a> or at the following address: Audemars Piguet (Marketing) SA, Attn: Data Protection Officer, Route de France 16, 1348 Le Brassus, Switzerland.

