

GENERAL CONDITIONS

LEGAL NOTICE

The purpose of this Legal Notice and General Conditions for Use of the Website is to regulate its use and to safeguard the protection of the users of the web page: <http://www.unitywatches.com>

The web page and its contents are owned and managed by Customize Watches, S. L. (hereinafter, The Company), a company registered in the Companies' Registry of Barcelona, Page B 407228, Folio 98, Volume 42294, Registration 1, with Fiscal Identification Code (CIF) B65436701 and with company headquarters at C/ Roca i Batlle 12, 08023 Barcelona (Spain). Customize Watches, S. L. is the owner of the trademark UNITY WATCHES, the name under which it distributes its watches.

For any additional information, in order to solve doubts, file complaints or make suggestions, the users of the web page and the customers can contact us through the e-mail address info@unitywatches.com or by telephone at the number 0034-610423932.

GENERAL CONDITIONS FOR USE OF THE WEBSITE

By merely using our website, you acquire the condition of user. Its use signifies your acceptance, without reservations, of each and every one of these general conditions as well as the particular conditions that, where applicable, may be applicable. Through it you can conveniently consult information about our products as well as place your orders.

The Company reserves the right, unilaterally and without prior notice, to modify these general conditions and, where applicable, the particular conditions of the Website in the terms and conditions that it deems appropriate, informing the users of these modifications on the same web page www.unitywatches.com, for which reason we recommend that you carefully read them each time you access our Website.

You undertake to make diligent use of the Website fully in keeping with the Law, good practices and these General Conditions for Use, and, where applicable, to the Particular Conditions of Purchase, maintaining due respect for the other Users.

The Company does not assume any responsibility derived from the contents that third parties may have in the links to which reference is made in any of the sections of their website nor does it make its own the contents, products, comments or any other type of material existing in the web pages of third parties for which reason The Company will not respond under any circumstance for the lawfulness of the contents of said pages.

Warranties and responsibilities of the parties

You expressly waive using any information contained in this Website for illicit purposes and those expressly prohibited in these Conditions, which are against the current laws as well as against the rights and interests of The Company or of third parties, responding for them in case of non-compliance with obligations.

The User recognizes and accepts that the use of the services offered through the web page is done at his entire risk and responsibility. The Company is not liable for the damage that could be derived from:

- a) Inferences, omissions, interruptions, computer viruses, breakdown and/or disconnections in the operating function of this electronic system or in the devices and computer equipment of the Users, brought about by causes outside The Company, which impede or delay the provision of the services or navigation through the web page and its sections.

- b) Delays or blockages in the use caused by deficiencies or overloads of Internet or in other electronic systems that may be caused by third persons by means of illegal intrusions and that are not attributable to The Company.
- c) The discrepancies of information, documentation and/or other contents of the website that might exist between the electronic version and the printed commercial information.

The Company does not guarantee in any point that the website is used by the Users, according to these General Conditions, generally accepted morals and good practices and public order, or that they do so diligently and prudently.

Registration of Users

The Registration process in the website www.unitywatches.com is necessary and required of the User in the following cases: in order to generate for the first time a "personal gallery" and to initiate the purchase process of a watch. If prior to the purchase process the user is already registered, it will not be necessary to do so again, it will only be necessary to validate the registration data which are: a valid and current e-mail and a password.

You guarantee that the information provided through the user registration forms is true. You are the only one with access to your password and the only one, consequently, who will be responsible for the use of your password, responding in any case for the false or inaccurate statements that you make and for the damage that may be caused with them to The Company or to third parties, with full compensation for The Company.

Industrial or Intellectual Property Rights

This Website, as well as its entire contents, is owned by The Company. Making it available and using the images, drawings, logos, distinctive signs, files of any type and software of the Website owned by The Company does not involve, in any case, the assignment of its ownership or the granting of any usage right for the User, unless it is expressly agreed with you in order to proceed to the sale of our products.

The unauthorized use of the materials and information contained in the Website can mean the infringement of the law on intellectual or industrial property and of other applicable regulations; for this reason, for any doubt that may arise on the use of this Website or the marketing of our products in relation to such rights, we ask that you contact us at the address info@unitywatches.com

GENERAL CONDITIONS

Protection of Personal Information

You may access and navigate through our Website without having to identify yourself. However, there are certain functions that require prior registration as a user in order to enjoy them.

In compliance with the provisions of Law 15/1999, of 13 December, on the Protection of Personal Information, we inform you that the personal information that you provide to us through the different registration forms enabled in this Website will be incorporated to a file owned by The Company which, as its file manager, will use it for the sole purpose of properly managing our commercial relation, provide you with the requested product, as well as to keep you informed periodically of our products and promotions, all of which you consent to expressly.

Notwithstanding the above, you may exercise at any time and free of charge your rights of access, rectification, cancellation and opposition to the processing of your personal information, by sending a letter, accompanied by a copy of your DNI, to Customize Watches S. L. – C/ Roca I Batlle 12 – 08023 Barcelona (Spain) or else to the following e-main address info@unitywatches.com

The Company ensures at all times the confidentiality of the personal information provided by our customers. For more information on the confidentiality and privacy policy, please contact us.

Applicable laws

These General Conditions for Use of the Website will be governed by Spanish law, which will be applicable in anything not provided in this contract regarding interpretation, validity and execution. The parties expressly waive the jurisdiction that may correspond to them and expressly submit to the Courts of Barcelona in order to solve any dispute that might arise from the interpretation or execution of these contractual conditions.

PARTICULAR CONDITIONS OF SALE

The Online Store of the web page www.unitywatches.com is the only sales channel used by The Company to distribute its products. The UNITY watches cannot be acquired in channels other than that indicated; The Company does not have other authorized distributors, either online or offline.

Any new distributor authorized by The Company will be announced through this web page.

All the commercial operations carried out through said service have all the quality standards and guarantees needed for them to be secure.

By filling out and sending each of the order forms available in this Website, you, as a customer of The Company, agree expressly, freely and voluntarily to these Particular Conditions of Sale, which are available for you to save and print at the time in which you formalize your order.

Products and Prices

The Company reserves the right to modify at any time the list of products and prices contained in this Website, as well as its acquisition conditions and delivery under its exclusive responsibility, although such modifications will never affect the orders that are already in progress.

The prices of the products offered in this Website will be those that appear in it at the time that you place your Order(s) and will provide details of the shipping costs, the VAT as well as any tax, fee or charge that may be applicable.

Due to their special tax regime, for the orders formulated from the territories of the Canary Islands, Ceuta and Melilla the local indirect taxes equivalent to the VAT will be applied.

The prices reflected in our Website do NOT include the taxes that each destination country may have established for imported products or the corresponding custom fees. For non-member countries of the EC, we advise you to become informed through the competent authority of your country before making an order.

The total price of the order includes: the watch configured by the customer perfectly mounted and assembled, a case, packaging and material for shipping and the delivery modality in accordance with the option chosen at the time of making the order.

The Company reserves the right to change the price of its products without prior notice according to market conditions. This change could affect the prices of the watches configured by the customer and stored in the "personal gallery" section existing in the web page. Storing watches by the customer in his "personal gallery" does not signify, in any case, a reservation thereof.

The prices published in the web page shall be understood as those applicable at the precise moment in which the customer validates his order and makes the payment.

Orders

The purchase of the products shall be formalized from their selection and incorporation to the "Shopping Basket" located in the Website. Furthermore, before the finalization of the order, we will ask you to validate it in order to avoid any involuntary error.

By sending your Order to The Company you are formalizing your purchase and accepting these Particular Conditions, to which you will be subject, leading to the conclusion of the purchase/sale agreement.

The Company will confirm the receipt of your order by means of an automatic acknowledgement by e-mail, in a period not over 24 hours following the receipt of your Order.

Payment method

The payment methods established by The Company in its online store are: by credit card, by the PayPal or bank transfer. The entire amount of the purchase must be paid at the time of making the order.

The Company will send an electronic invoice for the amount of the acquired products to the e-mail address that you provided in the purchase process, to which you expressly consent.

GENERAL CONDITIONS

AVAILABILITY OF PRODUCTS

If any product is not available at the time of the order, we will automatically procure it in the shortest time possible in order to make the shipment. If the procurement is delayed for errors in the stock control by the manufacturers or suppliers, we will communicate with the customer as soon as possible to inform him what products are delayed and the possible solution.

VARIATIONS IN DESIGN AND FINISH

The Company will do all that is in its power to guarantee that the supplied watch corresponds exactly to that configured through the website, although minor variations in the specifications, the tones of the colours, appearance of textures or designs may occur, caused mainly by the artisanal nature of many of the supplied components and due to the changes that the manufacturers make in their products, variations that will not enable the purchaser to rescind this agreement and request the return.

The customer will also be informed that the images of the different pieces offered in the online configurator are simulations made by computer. Despite the fact that the latest available technology is used to render them and try to faithfully simulate the actual model, there may be slight differences in some colour tones or appearance of textures. The Company recommends seeing the gallery of photographs with models of real watches.

COSTS AND SHIPPING MODALITIES

The shipping costs are clearly identified and included in the total price of the order. You can consult them before confirming the order.

The shipping costs will vary according to the destination country and the shipping modality chosen by the customer.

The shipping modalities are: by means of urgent courier service by DHL or by means of the postal service of the national postal service. Both services are completely secure and of high quality. The difference is based on the delivery period of the order.

Delivery Period and Form of the Products

The delivery period begins to be counted from the time the buyer confirms the purchase order and makes the corresponding payment, up to the time the logistics operator chosen by the customer delivers the order, or makes the first attempt to deliver, at the address indicated by the customer when making the purchase. This period will not exceed 15 workdays. For the purposes of calculating the work days, the local holidays will not be taken into account, for logistics reasons. At any rate, The Company will process the orders as soon as possible in logical interest of both parties and with the desire to give excellent service to its customers.

The Company will make its best efforts to comply with the indicated delivery periods, doing everything possible to deliver the orders punctually. Should The Company learn that, for any circumstance, your order would not be available or that it could not comply with the established delivery period, you will be informed of this circumstance as soon as possible by e-mail or telephone and you may, if you wish, cancel your order.

Furthermore, in case you did not receive the Order in the indicated period, or you have any complaint or claim on it, we ask that you contact us immediately through our customer assistance mail info@unitywatches.com

You undertake to provide a postal address for delivery in which the requested order can be delivered within usual commercial hours. If you do not comply with this obligation, The Company will not be responsible for the delay or impossibility of delivering the orders you requested.

The calculation of the delivery period will be suspended during the period of time that an order is held by the competent authority or by the customs office of each country. The Company is not responsible for the periods of time and necessary customs procedures that each country may have established.

The delivery period will be understood as invalid and therefore null and void when:

- a) The buyer enters erroneous information that obliges the logistics supplier to modify the delivery.
- b) The buyer requires modifications to the delivery information once the order has already been sent.

Orders will not be delivered to Post Office Boxes or similar.

Any notice or problem that The Company may have to communicate to the customer regarding his order will be made through the e-mail address entered during the purchase.

The Company will supply to the buyer a tracking number so that he may monitor the processing of the shipment through the logistics operator that he chose during the purchase process.

RETURNS AND WARRANTY

The articles offered in the Online Store are backed by the most important watch component manufacturers in the world. In any case, when you receive your order if you are not satisfied, you have the period of seven (7) calendar days, counting from the date of reception, to exercise the right to return it. In order to make the return, the product must be in perfect condition and in its original packaging. Once the merchandise is received in our warehouses, and after verification of its condition, the refund of its amount will be done according to the payment modality made by the customer. In any case, the replacement of defective products and erroneous shipments will be admitted, with The Company taking charge of the shipping costs when the customer communicates this circumstance in the period of seven (7) calendar days counting from the date of receiving the shipment. The Company reserves the right to accept those returns that do not comply with these conditions. Returns of custom or personalized watches will not be accepted except in cases of malfunction or damage to the main parts; case, dial, movement, crystals.

The Company will not admit or assume any type of liability for damage caused during shipping unless the buyer reports it by e-mail to the seller within 24 hours following the receipt of the watch. The Company recommends to the customers that they check the condition of the merchandise received in the presence of the delivery person at the time of its delivery. In this case, The Company will initiate the claim procedure with the shipping company in order to substitute the damaged merchandise without additional charge for the customer.

Once your petition has been analyzed, you will be sent by e-mail the instructions necessary to carry out the return. Once the product is received and its condition verified, the corresponding payment will be made through bank transfer to the account that the customer may specify.

Defects in manufacturing, assembly or malfunctioning of the watches are covered by the warranty that The Company offers on all its products. This warranty will in no case be less than 24 months on any of our watches. In order to obtain further information on the warranty, consult the section of "Instructions and Warranty" in our web page.

The shipping costs to our installations that may be incurred for possible warranty procedures or of any other operation to be made by The Company's Technical Assistance Service will be payable by the customer. The shipping costs of sending to the

GENERAL CONDITIONS

customer the possible changes in products through warranty procedures will be payable by The Company.

If you want to return an acquired product, report flaws, maintenance operations or doubts, you should notify us previously by sending an e-mail to the address clients@unitywatches.com indicating the following:

- Order number, date, name and e-mail address with which the purchase was made.
- Serial number of the watch that you can find on the warranty card or engraved on the back of the watch.
- Reason for the return, consultation or doubt (with the most details possible and if it is possible attaching a photograph of the damage. Many incidents can be resolved without having to send the watch).

CONFIDENTIALITY AND PRIVACY POLICY

In order to place any orders through our Website, it is required that you provide us with a series of personal data. The company guarantees the protection and confidentiality of the personal information, addresses, payment information as well as any other personal information provided by you, with such information being subject, in any case, to the policy on the Protection of Personal Information that appears in the General Conditions for Use of this Website.

Laws and Jurisdiction

These Particular Conditions of Purchase are governed in each and every one of its points by Spanish laws. For the resolution of any litigious matter that could be derived from the existence or interpretation of them, you and The Company are subject, with express waiver of any other jurisdiction that may be applicable, to the Courts of the city of Barcelona.