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## TERMS AND CONDITIONS

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PLEASE READ THESE TERMS OF USE AND SALE CAREFULLY BEFORE USING THIS SITE.

NEOTYPE LAB SARL. ("NEOTYPE") maintains this website and any related mobile apps (collectively the "Site") as a service to our customers, and by using the Site you agree to comply with and be bound by the following terms of use and sale ("Terms").

Please review the Terms carefully and check them periodically for changes. If you do not agree to the Terms you should not review information or obtain products or services from the Site.

### ACCEPTANCE OF TERMS

You agree to the terms and conditions in these Terms.

These Terms constitute the entire and only agreement between NEOTYPE and you, and supersede all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of these Terms.

Any terms and conditions which you include in any purchase order, confirmation of order or other document are expressly excluded. Any variation of these Terms will be binding on NEOTYPE only if agreed by you and an authorized representative of NEOTYPE.

### ORDER PROCESS, MODIFICATION AND REJECTION

When you place an order via our Site you submit an offer to NEOTYPE to buy the product(s) in your order. We will then send you a message to the email address you provided at check out confirming receipt of your order and containing the details of your order ("Order Confirmation").

The Order Confirmation is acknowledgement that we have received your order and does not confirm acceptance of your offer to buy the product(s) ordered. NEOTYPE reserves the right to reject or modify any order, whether such order has been confirmed and/or your credit card or other payment method has been charged. You will be notified of any rejection to your order at the email address you provided at check out. If your credit card or other payment method has already been charged and any portion of your order is rejected, NEOTYPE will issue a credit to your payment method for the amount rejected. Acceptance of your order and completion of the contract between us will take place when we dispatch the product(s) to you. After the contract has been formed you will be sent a dispatch confirmation to the email address you provided at check out.

### SHIPPING, RISK OF LOSS AND TITLE

Unless agreed otherwise, shipping will be made to the delivery address indicated by you. If you are a consumer, the risk of damage or loss of products passes to you upon delivery of your order. If you are not a consumer, the risk passes to you upon delivery of your order to the carrier.

Delivery lead times vary. All delivery dates are estimates containing approximate values and are not a guarantee that the products will be delivered on the specified date. We retain title to all products delivered until payment has been fully made.

### PRICES AND PAYMENTS

The prices of the product(s) and delivery charges are quoted on our Site when you place your order. Product prices include VAT where applicable and will be notified if otherwise. You represent and warrant that any credit card or other payment method information you supply is true, correct and complete, and you will pay the charges incurred by you.

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We may at any time and from time to time, in our sole discretion, change the fees and charges, or add new fees and charges, in relation to any of the Services. We may also at any time and from time to time, in our sole discretion, change or remove any of the pricing models in place.

## **NO RESALE**

Other than as expressly permitted in writing by an authorized representative of NEOTYPE, you agree not to resell by way of commercial practices any products purchased on the Site.

## **WARRANTY AND RETURNS**

Our Warranty and Return Policy is a part of this Agreement. It applies irrespective of and does not affect any of your statutory warranty and return rights granted to you under applicable law, including, but not limited to, your right of withdrawal as described in section 18. If you are a consumer from the European Economic Area, you have statutory warranty rights for a period of two (2) years from the delivery of the products and can request repair or replacement of products that have defects or are not as described. If the products cannot be repaired or replaced within a reasonable time or cannot be repaired or replaced without difficulties, you can claim reimbursement or a reduction of the purchase price.

## **YOUR USE OF THE SITE**

By accessing the Site you agree to not use the Site to create any material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that infringes on any intellectual property or other proprietary rights of any third party. The viewing, printing or downloading of any materials from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. You may not reproduce in any form or incorporate into any information retrieval system, electronic or mechanical, any materials from the Site, other than for your personal use, but not for resale or redistribution.

## **CREATION AND TERMINATION OF ACCOUNT**

By creating an account, you confirm that the information you provide is true. We may cancel your account at any time and without notice if we determine you have provided false or misleading information or have violated or abused any of these Terms.

## **PRIVACY POLICY**

We process your personal data in accordance with our Privacy Policy, as it may be updated from time to time.

## **PROPRIETARY RIGHTS**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable intellectual property and other proprietary rights. Except as stated herein, you are strictly prohibited from the copying, redistribution, use or publication of any part of the Site. You do not acquire ownership rights to any content or materials viewed through the Site.

## **SUBMISSIONS**

If you submit any materials to NEOTYPE, including but not limited to contest entries, suggestions, reviews, or photographs, you grant NEOTYPE a non-exclusive, royalty-free, fully sublicensable, transferable and irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such materials throughout the world in any media; no moral rights are assigned under this section.

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## LINKS TO THIRD-PARTY WEB SITES.

The Site may contain links to other websites. We are not responsible for the content, accuracy or opinions expressed in these websites. We do not approve or endorse any of these websites. If you decide to access any of these third-party sites, you do so at your own risk.

## LIMITATION OF LIABILITY

NEOTYPE is liable without limitation for damages caused by an intentional or gross negligent breach of a duty by NEOTYPE or one of its legal representatives or vicarious agents. In addition, NEOTYPE is liable for slight negligent breach of essential obligations. Essential are obligations, the breach of which puts at risk the achievement of the contractual purpose or the performance of which enables the fulfillment of the contract and is regularly relied on by you; in this case, NEOTYPE is only liable for foreseeable damages that are typical for the contract. NEOTYPE is not liable for slight negligent breach of any other obligations than those mentioned in the previous sentences. The aforementioned limitations of liability do not apply to damages caused to life, body or health, to a breach of a guarantee or to defects that were fraudulently concealed. The liability under the German Product Liability Act remains unaffected. To the extent the liability of NEOTYPE is excluded or limited under this section, such exclusion or limitation also applies to NEOTYPE's employees, legal representatives and vicarious agents.

## INDEMNIFICATION

You agree to, indemnify and hold NEOTYPE and its officers, directors, managers, employees, agents, affiliates and licensors harmless from all losses, damages, liabilities, costs and expenses, including but not limited to statutory attorneys' fees attributable to and caused by (a) content you submit, post to or transmit through the Site, (b) your use of the Site, (c) your connection to the Site, (d) your violation of this Agreement, or (e) your violation of any rights of a third party, including intellectual property rights.

15. Governing Law. The Terms shall be governed by and interpreted in accordance with the substantive laws of EU, without regard to its choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods.

## DISPUTE RESOLUTION AND PLACE OF JURISDICTION

We are available [www.contact@neotypewatches.com](mailto:www.contact@neotypewatches.com) to address any concerns you may have regarding the Site or any purchases you make of our products. Most concerns may be quickly resolved in this manner. The European Commission provides an online dispute resolution (ODR) platform, which can be accessed at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr). NEOTYPE is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board. Unless you are a consumer residing in Switzerland, you and we agree to submit to the non-exclusive jurisdiction of the courts of France, which means that you may bring a claim to enforce your consumer protection rights in connection with these Terms in France or in the EU country in which you are domiciled.

## STATUTORY RIGHT OF WITHDRAWAL

If you are a consumer from the European Economic Area you have the following right of withdrawal:

### INSTRUCTIONS ON RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. Where you have subscribed to a replenishment plan, the withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.

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To exercise the right of withdrawal, you must inform us at NEOTYPE LAB SARL, 79 Avenue des Ternes, 75017 Paris, FRANCE or preferably at [www.contact@neotypewatches.com](http://www.contact@neotypewatches.com) of your decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### EFFECTS OF WITHDRAWAL:

If you withdraw from the contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will bear the costs of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

The right to withdrawal does not exist or lapses, as the case may be, in the case of contracts regarding:

- Worn products, damaged goods
- Incomplete products (tags, labels, accessories...)

#### END OF INSTRUCTION ON RIGHT OF WITHDRAWAL

#### MODEL WITHDRAWAL FORM:

a. To: NEOTYPE LAB SARL, 79, Avenue des Ternes 75017 Paris, FRANCE, or preferably at [www.contact@neotypewatches.com](http://www.contact@neotypewatches.com) b. I / we () hereby give notice that I / we () withdraw from my / our () contract of sale of the following goods () / for the provision of the following service () c. Ordered on () / received on (\*), d. Name of the consumer(s): e. Address of the consumer(s): f. Signature of the consumer(s) (only for notification on paper): g. Date:

(\* ) Delete where inapplicable.

## SITE MODIFICATIONS

We reserve the right in our sole discretion to edit or delete any documents, information or other content on the Site without notice.

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## UPDATES TO THESE TERMS OF USE AND SALE

We may modify these Terms from time to time. Minor changes not affecting your rights and constituting an unfair disadvantage to you, may occur at any time, with or without notice to you, and are effective upon posting. In the case of any material changes, we will notify you by posting the amended terms on the Site at least thirty (30) days before the effective date of the changes. In our discretion, we may also provide notice of changes via email to anyone who has provided us an email address or as may be required by law. If, in such case, you do not object to the changes in text form within a period of six weeks after receipt of the email, you will be deemed to have accepted the changes. We will inform you in the email of your right to object, the applicable form and time requirements and the consequences of not objecting to the changes. You are responsible for keeping the email address you supply to us current. We are not responsible for any outdated or incorrect information you may provide. If you do not agree with the proposed changes, you should discontinue your use of the Site prior to the time the new Terms take effect. If you continue using the Site after the new terms take effect, you will be bound by the modified Terms.