

# General terms and conditions of sale

## Article 1: How to order

If you would like to place an order, you must first identify yourself. For this purpose, you should complete the identification form at your disposal according to the instructions provided.

Two methods are available to the customer for paying for his order: by immediate credit card payment on the website or by bank transfer (transfer with an IBAN code, PayPal) through our mail order department. Orders paid for by transfer will not be processed until our receipt of the funds. Availability and shipping times should be recalculated as of this date.

Full settlement is due on ordering. The company reserves the right to refuse to honour an order or make delivery if we judge that proof of the customer's identification and home address are insufficient to establish the accuracy of information related to payment and delivery.

For the payment by bank-transfer, here are ours bank information:

Holder of the bankaccountant: ANODE SARL / Name of the bank: CIAL CIC

Adress: CIAL CIC, Saint Pierre agency,54 Grande Rue,25000 BESANCON, FRANCE

Bank number: 30087 / Counter number: 33140 / Keys: 20 / Account number: 00036858301 / FR76 3008 7331 4000 0368 5830 120 BIC : CMCIFRPP

## Article 2: Right of cancellation

For the general public: as stated in article L.121-16 and the following articles of the French Consumer Code, the customer has 7 working days from the date of delivery of an order to return any article which is not satisfactory for exchange or refund without penalty. The cost of returning the article is the responsibility of the customer.

## Article 3: Products and availability

Products offered and their prices are subject to availability. As our production is limited, deliveries will be prioritized according to the date of orders. ANODE cannot be held responsible for products which are no longer available or for possible deferment of delivery due to availability, and these circumstances will not entitle the customer to damages or interest. Nor can the company be held responsible for non-performance of the contract in case of temporary or permanent unavailability of the product, or in case of force majeure, such as public disturbance, strikes or work stoppages notably of postal services and transportation and/or communications systems, floods or fire.

On receipt of your order, we will verify the availability of the product ordered. If the product is unavailable, the customer will be informed by email or by telephone as quickly as possible. As products are produced in limited series, ANODE will undertake, based on the customer's choice, to make a refund by cheque or to deliver the product ordered within 150 days of order confirmation.

The date of order confirmation is: the date of the online order in the case of payment by credit card, the date of our receipt of funds in the case of payment by bank transfer or PayPal.

## Article 4: Invoicing

A detailed invoice will be sent to the customer in his package.

## Article 5: Delivery

Goods will be delivered to the address indicated by the customer on the order form. It is the responsibility of the customer or the person authorized to receive the delivery to verify that the delivery is correct and to check the physical condition of the goods in the presence of the carrier, in order to note any reservations on arrival and, if necessary, to take recourse against the carrier. Any anomaly in the delivery (damaged package, broken articles, etc.) must in all cases be indicated on the carrier's delivery slip in the form of detailed written reservations which are specific, dated and accompanied by the recipient's signature. (We remind you that the statement "subject to unpacking" has no legal value as opposition against a carrier.) The customer should also report the anomaly to the carrier and to our company within 2 working days following the date of delivery, by registered letter explaining the complaint. In signing the delivery slip, the customer accepts the goods delivered and their condition and consequently, no claim related to damages incurred during transport will be accepted.

Delivery times are calculated on the basis of working days. The time indicated is based on average delivery times and reflects the time required for processing, preparing and shipping your order. The carrier's delivery time (postal service or express transporter) must be added to this time.

## Article 6: Transfer of ownership

All goods remain the full and unqualified property of ANODE until payment has been received in full for all amounts, including charges and taxes, which are due from the customer in connection with his order. However, the customer is responsible for the risk of loss, theft or destruction during the period from the delivery date to the date on which ownership is transferred. Only the original buyer of this property is covered by the provisions of these general terms and conditions of sale.

## Article 7: Guarantee

Backed by five generations of craftsmanship, our guarantee covers all manufacturing defects for a period of 2 years from the date of purchase, subject to your producing the guarantee card which we have completed and dated.

The watch delivered to you has successfully passed many very strict tests of quality. It has been manufactured using state of the art techniques, and first rate materials associated with a high-precision movement. In case the watch stops or malfunctions during the 2 year guarantee period, it will be repaired free of charge by our Service department or by one of our authorized agents. We guarantee the article sold against any hidden defect which renders it unusable for the purposes intended, for 2 years following the discovery of the defect. Although it is very extensive, the guarantee nonetheless does not apply in certain cases: damage caused to exterior components or to the movement which result from abnormal utilisation by: Striking or accidentally dropping the watch, negligent or careless handling (broken or scratched face, scratched case, twisted or badly rewound stem), immersion in or contact with corrosives (bleach, saltwater, etc.), immersion of the watch when it has been opened, with the cover unscrewed, and then closed again without a new verification of waterproofness, operating controls under water, prolonged exposure to the sun, Opening, repair or maintenance by a person who is not competent. Furthermore, this guarantee does not cover normal wear to leather or metal watchstraps.

For repairs and maintenance beyond this 2 year guarantee period, we recommend that you contact our Service department or our authorized agents, who are particularly well-informed about our techniques.

Since the product is a high-precision mechanical watch, we advise you to have it checked and waterproof seals changed by a qualified watchmaker at least once every two years.

## Article 8: Privacy Policy

Our company guarantees not to communicate personal information provided by the customer to any third party other than FIA-NET S.A. In accordance with article 78-17 of the French law dated January 6, 1978, you have the right at all times to access and to rectify all personal information collected, by contacting the company. Information and details concerning the customer are required in order to manage orders and commercial relations.

## Article 9: Governing law and jurisdiction

These general terms and conditions are governed by French law. Contractual information is presented in French and the goods offered for sale comply with French regulations. Foreign customers should verify their rights with local authorities for use of the goods which they envisage buying. In case of disputes or complaints, the customer should first contact ANODE in order to reach an amicable agreement. If this is not possible, litigation will take place before the district court of the location in which the defendant has its registered address.

For corporate customers, all differences relating to the establishment, execution and cessation of contractual obligations between the parties which cannot be settled amicably will be settled by the Tribunal of Besançon, in whose jurisdiction the headquarters of ANODE are located.