

CHRONOPASSION

GENERAL TERMS AND CONDITIONS OF SALE

Simplified joint-stock company with a capital of €310,000

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ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale (GTC) apply to all sales of products made by Chronopassion, whether in-store or remotely, including by phone, email, or any other means of communication.

Chronopassion does not operate an e-commerce website but may conduct remote sales as part of a personalized interaction with the customer.

Placing an order implies full and unconditional acceptance of these GTC.

These GTC specify, in particular, the terms and conditions for ordering, payment, delivery, cancellation, and warranty, as well as the respective rights and obligations of Chronopassion and the customer.

The applicable GTC are those in effect at the time of the order. They may be modified at any time; the new provisions shall apply only to transactions concluded after they take effect.

ARTICLE 2 – PRODUCTS – INFORMATION AND AVAILABILITY

Chronopassion sells exclusively new products and acts as an official and authorized retailer of the brands it represents.

Each product is presented and described with the utmost care. However, certain variations may exist, particularly in the case of handcrafted, one-of-a-kind items, or those produced in small batches or limited editions.

Photographs, visuals, and product illustrations are for illustrative purposes only and may not perfectly reproduce certain characteristics such as colors, materials, textures, or finishes.

Product availability is subject to stock on hand and, where applicable, brand allocations and confirmations.

Chronopassion reserves the right to refuse or cancel an order in the event of product unavailability, a manifest error — particularly regarding the product's price or characteristics — or in any other case provided for in these Terms and Conditions or by applicable regulations.

ARTICLE 3 – ORDERS AND CONDITIONS OF ACCEPTANCE

An order is considered accepted only after written confirmation from Chronopassion and, where applicable, receipt of payment or the agreed-upon deposit.

Chronopassion reserves the right to refuse, suspend, or cancel any order for legitimate reasons, including in the event of a prior payment issue, suspected fraud, an unusual request, or when the information and supporting documentation necessary to comply with its legal and regulatory obligations cannot be obtained or verified.

When a deposit is required for the reservation or order of a product, its amount and the specific terms and conditions applicable are disclosed to the customer prior to payment.

In the context of an international sale, the customer is responsible for complying with the applicable regulations in the destination country, particularly regarding importation, customs, taxation, and, where applicable, specific authorizations.

Chronopassion shall not be held liable for any import ban or administrative requirement specific to the destination country of which it was unaware and which falls under the customer's responsibility.

ARTICLE 4 – PRICES AND TERMS OF PAYMENT

Prices are quoted in euros (€), inclusive of all taxes (TTC) where French VAT applies, excluding any delivery, insurance, customs, import taxes, or other fees expressly indicated to the customer.

Chronopassion reserves the right to change its prices at any time. Products are invoiced based on the price accepted at the time the order is confirmed.

Unless otherwise agreed in writing, full payment of the price is due before the product is delivered or shipped.

Accepted payment methods include, but are not limited to:

- credit card;
- bank transfer.

Chronopassion reserves the right to limit the available payment methods depending on the amount, nature, or circumstances of the transaction.

Payment must be made by the individual or legal entity named on the invoice. No payment from a third party will be accepted, regardless of the form.

No product will be shipped until the required funds have been received.

ARTICLE 5 – DELIVERY

Products are delivered to the address agreed upon with the customer at the time of the order.

Delivery times and terms are communicated to the customer before the conclusion of the distance sale in accordance with applicable regulations.

Chronopassion shall not be held liable for any delay resulting from a force majeure event or an event for which it is not responsible.

For sales concluded with a consumer, the transfer of risk of loss or damage to the product occurs when the customer, or a third party designated by the customer other than the carrier provided by Chronopassion, takes physical possession of the goods, in accordance with applicable legal provisions.

For deliveries outside the European Union, customs duties, local taxes, or import formalities may be required at the destination. Unless otherwise agreed in writing, these are the responsibility of the customer.

ARTICLE 6 – RIGHT OF WITHDRAWAL – DISTANCE SALES

In accordance with the provisions of the French Consumer Code, a consumer who has entered into a distance sale has fourteen (14) days from receipt of the product to exercise their right of withdrawal, without having to justify their decision.

The customer must notify Chronopassion of their decision to withdraw by means of an unambiguous statement.

After notifying Chronopassion of their decision, the customer has fourteen (14) days to return the product.

The customer is responsible for the direct costs of return shipping, unless otherwise required by law or expressly agreed to by Chronopassion.

The product must be returned with all its original accessories, documents, certificates, cases, and components.

The consumer may be held liable for any depreciation in the product's value resulting from handling beyond what is necessary to determine its nature, characteristics, and proper functioning.

The right of withdrawal does not apply in cases provided for by law, particularly for products made to the customer's specifications or significantly personalized.

For returns from a country outside the European Union, the customer must follow the instructions provided by Chronopassion to ensure the product is reimported in compliance with customs regulations. Any additional costs resulting from failure to follow these instructions may be borne by the customer within the limits permitted by applicable regulations.

ARTICLE 7 – STATUTORY WARRANTIES AND AFTER-SALES SERVICE

Regardless of any commercial warranty that may be offered by the manufacturer, the consumer is entitled to the applicable statutory warranties.

Statutory warranty of conformity

The consumer has a period of two years from the date of delivery of the goods to invoke the statutory warranty of conformity in the event of a lack of conformity.

The statutory warranty of conformity entitles the consumer to repair or replacement of the goods under the conditions set forth in the French Consumer Code and, when these solutions are impossible or cannot be implemented under legal conditions, to a price reduction or termination of the contract.

Warranty against hidden defects

The consumer is also protected by the warranty against hidden defects provided for in Articles 1641 through 1649 of the French Civil Code.

This warranty may be invoked within two years from the discovery of the defect and, subject to the conditions set forth by law, entitles the consumer to a price reduction or rescission of the sale.

Statutory warranties apply independently of any commercial warranty provided by the brand.

Any request for after-sales service must be accompanied by proof of purchase and, where applicable, the warranty card or certificate provided with the product.

ARTICLE 8 – LIABILITY

Chronopassion is liable for the proper performance of its obligations under the terms of applicable law.

However, Chronopassion shall not be held liable for any damage resulting from misuse of the product, failure to follow the manufacturer's recommendations, work performed by an unauthorized third party, or an event of force majeure.

No provision of these Terms and Conditions shall have the effect of excluding or limiting any right or liability where such exclusion or limitation is prohibited by law, in particular the rights to which the consumer is entitled under statutory warranties.

ARTICLE 9 – PERSONAL DATA

Personal data collected by Chronopassion is processed in accordance with applicable regulations, including Regulation (EU) 2016/679 on the protection of personal data (GDPR) and applicable French law.

In particular, such data may be used for managing orders, payments, deliveries, after-sales service, and customer relations, as well as to enable Chronopassion to fulfill its legal and regulatory obligations.

Certain data may be shared with service providers and partners whose involvement is necessary for the completion of the sale or for Chronopassion to comply with its legal obligations, to the extent strictly necessary for them to perform their duties.

The customer has the rights provided for by applicable regulations, including the rights of access, rectification, erasure, restriction, and, where applicable, objection.

These rights may be exercised by contacting Chronopassion at: chronopassion@me.com.

ARTICLE 10 – MEDIATION AND DISPUTE RESOLUTION

In the event of a problem or complaint, the customer is encouraged to first contact Chronopassion to seek an amicable resolution.

In accordance with the provisions of the French Consumer Code, after first filing a written complaint with Chronopassion and in the absence of an amicable solution, the consumer may, free of charge, seek the assistance of the consumer mediator responsible for Chronopassion:

Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C)

49, rue de Ponthieu – 75008 Paris, France

Email: cm2c@cm2c.net

Phone: +33 1 89 47 00 14

Website: www.cm2c.net

Recourse to mediation does not deprive the consumer of the right to bring the matter before the competent court.

Any dispute relating to these Terms and Conditions or to a sale concluded with Chronopassion falls under the jurisdiction of the competent courts in accordance with the applicable rules of procedure.

In its dealings with a consumer, no provision of these Terms and Conditions shall deprive the consumer of the protective rules governing jurisdictional competence to which they are entitled.

ARTICLE 11 – BANKING COMPLIANCE AND THE FIGHT AGAINST MONEY LAUNDERING AND TERRORIST FINANCING

In accordance with Articles L. 561-1 et seq. of the French Monetary and Financial Code, Chronopassion is subject to obligations relating to the fight against money laundering and the financing of terrorism (AML/CFT), particularly in connection with the sale of goods valued at more than 10,000 euros in the watch industry.

As such, Chronopassion is required to exercise due diligence with respect to its customers and may request, before accepting or executing a transaction, any document or information necessary to identify and verify the identity of the customer and, where applicable, the person acting on the customer's behalf or the beneficial owner of the transaction.

Depending on the nature, amount, or circumstances of the transaction and the level of risk identified, Chronopassion may also request any additional information or supporting documentation necessary to comply with its legal and regulatory obligations, particularly regarding the origin or source of the funds, the purpose of the transaction, or the identity of the person on whose behalf the transaction is being conducted.

When the customer is a legal entity, Chronopassion may request any document necessary to identify the legal entity, its representative, and its beneficial owner(s).

All payments must come exclusively from the individual or legal entity listed on the invoice. Chronopassion does not accept any payments made by a third party.

The customer agrees to provide accurate, complete, and up-to-date information, as well as the requested supporting documents.

In the event of a refusal, failure to respond, or inability to obtain or verify the necessary information, Chronopassion may, in accordance with its legal obligations, refuse to establish or continue the business relationship, or suspend or fail to execute a transaction. This shall not constitute a refusal to sell on our part.

Chronopassion may also conduct any verification and take any measures required by applicable regulations, particularly with regard to anti-money laundering and counter-terrorism financing, financial sanctions, and the freezing of assets.

The information and documents collected in this context are processed and retained for the period specified by applicable laws and regulations.

ARTICLE 12 – INTELLECTUAL PROPERTY

The texts, photographs, visuals, graphic designs, logos, and other elements appearing on Chronopassion's media are protected by applicable intellectual property laws.

Any reproduction, representation, adaptation, or use, in whole or in part, without the prior written authorization of Chronopassion or the relevant rights holder is prohibited, except in cases permitted by law.

ARTICLE 13 – GOVERNING LAW AND LANGUAGE

These Terms and Conditions and sales concluded by Chronopassion are governed by French law, subject to any mandatory provisions that may apply to the consumer under the laws of their country of residence.

These Terms and Conditions are written in French.

In the event of a translation into another language, the French version shall be the authoritative version, subject to any applicable mandatory provisions.

ARTICLE 14 – CONTACT

For any questions, requests for information, or complaints:

Chronopassion S.A.S.

271, rue Saint-Honoré – 75001 Paris, France

Phone: +33 1 42 60 50 72

Email: chronopassion@me.com