

THIS TIMEPIECE REPAIR AND SERVICING AGREEMENT (“Agreement”) is made on the Effective Date.

WHEREAS

- (1) The Customer is desirous of engaging **Swiss Watch Atelier IHT Pte. Ltd.** (UEN No. 202330420W) (“**IHT**”) to render the Services, and IHT has agreed to carry out the Services in accordance with the terms and conditions of this Agreement.
- (2) This Agreement shall apply to any and all repairs and other maintenance services carried out by IHT in respect of the Timepiece provided by the Customer. The terms of this Agreement shall be deemed to be accepted by the Customer upon the acceptance of the Service Quotation.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Agreement except to the extent that the context otherwise requires and otherwise defined, the following terms shall have the meanings set forth below:

“**Customer**” shall be a reference to the owner of the Timepiece.

“**Effective Date**” shall be a reference to the Request Date.

“**Force Majeure Event**” shall mean and include, without limitation, accidents, severe weather events, natural catastrophes, fire, explosion, acts of God, acts or omissions of any government agency, unexpected changes in laws or regulations, generalized lack of availability of raw materials or energy, pandemic, epidemic, quarantine, lockdown, act of terrorism, national strikes, riots, war or civil commotion and any other events beyond the reasonable control of IHT and which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

“**Party**” shall be a reference to IHT or the Customer. A reference to “**Parties**” shall be a reference to IHT and the Customer.

“**Services**” shall have the meaning ascribed to it in Clause 2.1.4 below.

“**Timepiece**” shall be a reference to the watch(es) or clock(s) provided by the Customer for the rendering of the Services provided by the IHT.

“**S\$**” shall be the lawful currency of the Republic of Singapore.

- 1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa, words importing a gender include every gender;
- (b) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof;

- (c) any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted;
- (d) any reference to a Party shall include the Party's personal representatives, and where applicable, their successors or assigns; and
- (e) headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

2. SERVICING OF THE TIMEPIECE

2.1 Customer's Service Request and IHT's Service Quotation

- 2.1.1 The Customer shall deliver the Timepiece to IHT's premises at Swiss Watch Atelier IHT Pte Ltd, #03-08 Oxley Bizhub, 61 Ubi Road 1, Singapore 408727 ("**IHT's Premises**"). The Customer shall be solely responsible for arranging for the Timepiece to be delivered to and collected from IHT's Premises, and shall bear all costs and risks in relation to the same.
- 2.1.2 The Customer shall furnish to IHT a Service Request setting out the requested scope of works, and any additional requests to IHT ("**Additional Requests**") including the authorisation of any person to collect the Timepiece on the Customer's behalf. The date that IHT receives the Service Request shall be the "**Request Date**".
- 2.1.3 For repair of Timepieces under the IHT Warranty or any such warranty from the relevant manufacturer which IHT is an authorised service provider, the original product warranty card must be presented on the Request Date or alternatively, shall be furnished to IHT prior to its acceptance of any such Service Request. The Customer acknowledges that he shall be fully liable to bear IHT's fees or payments pursuant to the Service Quotation, in the event the Services are (a) not covered under the IHT Warranty, (b) not covered under relevant manufacturer's warranty, or (c) required for a Timepiece which IHT is not an authorised service provider.
- 2.1.4 Upon IHT's inspection of the Timepiece,
 - (a) IHT shall provide a Service Quotation to the Customer setting out *inter alia* the scope of works ("**the Services**"), estimated charges for the Services, payment terms, and whether the Additional Requests can be acceded to. Unless otherwise specified, any estimated charges does not include the costs of replacement parts.
 - (b) The Customer acknowledges that the Service Quotation is provided upon IHT's consideration of the Service Request and based on i) the condition of the Timepiece as observed by IHT upon delivery of the Timepiece; or ii) as the case may be, upon further assessment after dismantling of the Timepiece.
- 2.1.5 Any Service Quotation provided pursuant to Clause 2.1.4 above shall be open for acceptance by the Customer for a validity period of fourteen (14) days from the date of the issuance of the Service Quotation (the "**Validity Period**").

- 2.1.6 In the event that IHT is unable to provide the requested service in the Service Request, or the Service Quotation is not accepted by the Customer, IHT will notify the Customer to collect the Timepiece.
- 2.1.7 The Customer further agrees and acknowledges as follows:
- (a) By providing the Timepiece on the Request Date, the Customer instructs and consents to, and IHT shall be permitted to dismantle and open the Timepiece to carry out its assessment and diagnosis of the Timepiece. The Customer acknowledges that IHT shall not be responsible or liable for any damage to the Timepiece or the components thereof, including manufacturer seals and/or warranty seals, unless such damage arises out of IHT's wilful neglect, omission, or negligence.
 - (b) The Customer acknowledges that IHT does not warrant or guarantee that they can repair the Timepiece. IHT shall reserve its right not to repair or service the Timepiece, including timepieces which may, or are not authentic or which have been altered, added to, modified or repaired by any unauthorized party.
 - (c) IHT shall be entitled to make digital records, or take any such photographs or videos in respect of the Timepiece and its state and condition thereof on the Request Date. Moreover, IHT shall be entitled to take additional photographs or videos or make any such digital records throughout the performance of the Services, and shall be entitled in its sole discretion to use any such photographs or videos of the Timepiece on its website, social media accounts, or for the purposes of marketing and advertisement, without further reference or notice to the Customer. For avoidance of doubt, IHT shall be the sole and exclusive owner of all right, title and interest (including copyrights and any other intellectual property rights) of such digital records of the Timepiece.
 - (d) Any parts of the Timepiece that require replacement shall not be returned to the Customer after the conclusion of the Services.
- 2.1.8 IHT shall reserve the right to modify the Service Quotation at any time in the event further services (which were not set out in the Service Quotation) are warranted or required in respect of any defect(s) which were not previously detected during the preparation of the Service Quotation. IHT shall provide the Customer with an updated Service Quotation ("**Updated Service Quotation**"), and any earlier Service Quotation(s) shall be void and superseded by the Updated Service Quotation. In the event the need for further services are discovered after IHT has already commenced Services, IHT also shall provide an estimate of charges payable up to that point should the Customer reject the Updated Service Quotation.

2.2 Acceptance of Service Quotation

- 2.2.1 IHT shall only perform the Services upon the Customer's express acceptance of the Service Quotation, or where applicable, the updated Service Quotation. The Service Quotation may only be accepted by way of endorsement on the Service Quotation, or in writing (which shall include any digital communication or social media platform such as WhatsApp and email).
- 2.2.2 In the event the Service Quotation is accepted after the expiry of the Validity Period, IHT shall be entitled in its sole discretion to modify the terms therein.
- 2.2.3 When the Customer expressly accepts the Service Quotation, IHT shall thereupon commence the performance of the Services. Once IHT has commenced the Services, the Customer shall not be entitled to withdraw his acceptance of the Service Quotation.
- 2.2.4 Only if the Customer rejects the Service Quotation or does not accept the Service Quotation before the expiry of the Validity Period, IHT shall be entitled to charge the Customer the applicable assessment fee ("**Assessment Fee**") as stated on the Service Request, which the Customer irrevocably agrees to be a reasonable estimate of IHT's work performed in connection with its assessment and diagnosis of the Timepiece.

2.3 Performance of the Services

- 2.3.1 If difficulties which are not attributable to IHT's wilful neglect, omission, or negligence are encountered during the Services, such as damage due to the age or state of the Timepiece or due to a Force Majeure Event, such that the Services can no longer be continued as originally proposed or at all, IHT reserves the right to modify the Service Quotation or cease the Services. If the modified Service Quotation is not accepted by the Customer or if IHT is instructed to cease the services, subject to the Customer's payment of IHT's charges for the Services up to that point, the Timepiece will be returned to the Customer.
- 2.3.2 In this Clause 2.3.1, a "**force majeure event**" shall mean and include, without limitation, accidents, severe weather events, natural catastrophes, fire, explosion, acts of God, acts or omissions of any government agency, unexpected changes in laws or regulations, generalized lack of availability of raw materials or energy, pandemic, epidemic, quarantine, lockdown, act of terrorism, national strikes, riots, war or civil commotion and any other events beyond the reasonable control of IHT and which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

2.4 Return of the Timepiece

- 2.4.1 When the Services have been completed or when the Service Quotation or Updated Service Quotation is not accepted or otherwise rejected by the Customer or when the Services have been ceased for whatever reason, the Customer will be informed by IHT of the same (“**Notice of Collection**”) and the Timepiece will, subject to the Customer’s payment of all sums due to IHT under this Agreement, be returned to the Customer at IHT on the date of collection (the “**Collection Date**”).
- 2.4.2 The Service Request and an identification document must be presented by the Customer upon collection of the Timepiece. Alternatively, the Customer is entitled to authorise any person to collect the Timepiece on his behalf by including such person’s identification particulars on the Service Request. The authorised person shall present the Service Request and his identification document before he is entitled to collect the Timepiece. IHT may however at its sole discretion decline any authorised person from collecting the Timepiece.
- 2.4.3 Upon collection of the Timepiece, the Customer or his authorised person shall properly check and inspect the Timepiece, and shall notify IHT upon collection on the Collection Date of any defects or damage. If the Customer or his authorised person fails to so notify IHT, the Timepiece shall be deemed to have been accepted in good and satisfactory condition by the Customer, and IHT shall thereupon be released from any and all claims and liabilities in relation to such defect or damage.
- 2.4.4 At the Customer’s written request and subject to the payment of all delivery, insurance and customs costs, the Timepiece may also be returned by courier:
- (a) To the Customer in Singapore, within a reasonable timeframe in secured packaging at the address given by the Customer when the Timepiece was brought in for Services.
 - (b) To the Customer outside Singapore, within a reasonable timeframe in secured packaging at the address given by the Customer in the country from which it was sent, so long as all necessary customs formalities have been complied with.

Any change in the Customer’s address after the Timepiece is delivered to IHT can only be accepted after the identity of the Customer has been formally verified.

2.4.5 The delivery of the Timepiece as set out in Clause 2.4.4 above shall be at the Customer's own risk, and IHT will not be responsible for any loss or damage of the Timepiece once the Timepiece is collected by the relevant courier. IHT shall not be held liable for any damage to and/or loss of the Timepiece due to an incorrect or incomplete address provided by the Customer, or arising from any such failure, neglect, negligence, omission of the third party courier service in relation to the same. IHT shall have no liability to the Customer for any failure to deliver the product or any delay in doing so or for any damage, destruction, loss or defect to the product delivered that is caused by any event or circumstances beyond IHT's reasonable control including natural disaster or Force Majeure Event.

2.4.6 The Customer or his authorised person shall collect, or the Customer shall request return by courier, the Timepiece from the IHT within three (3) months from the Notice of Collection failing which IHT:

- (a) reserves the right to charge a storage fee of S\$50.00 per calendar month;
- (b) is entitled to take any action to secure payment for any cost incurred by IHT, including deducting all sums due under this Agreement from the proceeds of the sale of the Timepiece;
- (c) shall not be liable for any loss or damage to any Timepiece deposited for repair/service; and
- (d) shall reserve the right to dispose of any Timepiece deposited.

3. PAYMENT FOR THE SERVICES

3.1 The price of the Services quoted on a Service Quotation shall be net of GST and any other applicable taxes, and does not include the charge for packaging, storage, transporting, delivery and insurance, unless a written agreement to the contrary is signed by IHT and the Customer.

3.2 IHT hereby reserves its right to request for a deposit, or for partial or full payment of the Service Quotation prior to the commencement of the Services.

3.3 Unless otherwise agreed in writing and signed by IHT and the Customer, the Timepiece shall be only returned to the Customer after the Customer has settled full payment of all sums due to IHT under this Agreement, and where applicable, the payment for the delivery or courier services.

4. WARRANTIES BY THE CUSTOMER

4.1 The Customer warrants and undertakes as follows:

4.1.1 By accepting the Service Quotation, the Customer is the legal and beneficial owner of the Timepiece.

4.1.2 The Customer has full legal capacity to accept the Service Quotation and enter into this Agreement, and has not provided any untrue, inaccurate and misleading information to IHT.

4.1.2 If a Timepiece received has previously been reported as stolen, IHT shall reserve the right to inform the former owner and/or the relevant authorities having the authority to determine legitimate ownership of the Timepiece in question, and to surrender the Timepiece to such relevant authorities or to keep the Timepiece in IHT's custody until ownership is determined, unless a mutual agreement is reached between the former owner and the Customer.

4.2 The Customer further acknowledges and agrees as follows:

4.2.1 The Customer acknowledges that it shall be his sole responsibility to deliver the Timepiece to IHT's Premises on the Request Date, and IHT shall not be held liable for any damage caused to the Customer's Timepiece while it is in transit, or for its loss or theft before it is received by IHT.

4.2.3 Despite the greatest care being taken by IHT of the Timepiece entrusted to it for the Services, it is possible that some components may be damaged during the course of such inspection for the purposes of providing the Service Quotation, or during the course of the performance of the Services. The Customer further acknowledges that the provision of the Services is at the Customer's own risk and volition, and IHT shall not be responsible or liable for any damage to the Timepiece or the components thereof unless such damage arises out of IHT's wilful neglect, omission, or negligence, and shall indemnify and keep indemnified IHT in relation to any losses, damages, expenses, fees, claims suffered in respect of any damage to the Timepiece or the components thereof.

4.2.4 In any event, to the fullest extent permitted by law, IHT's aggregate liability shall not exceed one hundred percent (100%) of the cost of the Service in the Service Quotation.

5. **TERMINATION**

5.1 IHT shall reserves the right to refuse, cancel and terminate the provision of any Services in its sole discretion, in the event of any such material breach of the Customer, any legitimate grounds, or any such event that arise from any cause beyond IHT's reasonable control.

5.2 In the event that IHT refuse, cancel and terminates any such Service in accordance with Clause 5.1, the Customer agrees that he shall not have any claims against IHT, its agents, affiliates and employees.

6. **WARRANTY FOR SERVICES**

6.1 Only where the Service includes the disassembly of the entire movement, inspection, cleaning, reassembly and fresh lubrication ("Complete Service"), the works carried out as part of such Service and the components replaced during such Service are warranted for a period of twelve (12) months from the Notice of Collection, (the "**IHT Warranty**").

- 6.2 The IHT Warranty shall apply to works or Services performed by IHT only. For the avoidance of doubt, electric and external timepiece components shall not be covered under the IHT Warranty. Defects of a Timepiece directly or indirectly caused by any of the following are not covered by the IHT Warranty: normal wear and tear, anomalies relating to a shock or impact, abnormal use, incorrect handling, negligence or accidents, water damage, subsequent works carried out on the Timepiece a person other than IHT or its authorised agents, failure to observe the recommended practice in preserving water-resistance of the Timepiece and damage linked to the ingress of moisture in a Timepiece that has lost its water resistance.
- 6.3 **Warranty Exclusivity and Limitation:** The IHT Warranty is strictly valid only for repairs, servicing, or adjustments performed exclusively by IHT. Any action by the client that results in the timepiece being serviced, repaired, modified, or adjusted—whether wholly or partially—by any third-party service provider **or the brand's service center** during the warranty period shall immediately void the IHT Warranty in its entirety. In such circumstances, IHT shall have no liability for any resulting costs, damages, or claims, whether arising directly or indirectly from such work. The client expressly waives any right to claim reimbursement, compensation, or warranty coverage from IHT for such work.

7. GENERAL

- 7.1 **Whole Agreement:** Unless otherwise stated in any such Service Request, this Agreement sets forth the entire agreement and understanding between the Parties in connection with the matters dealt with and described herein, and shall supersede all prior oral and written agreements, memoranda, understandings and undertakings between the Parties in connection with the matters dealt with and described herein.
- 7.2 **Rights of Third Parties:** A person who is not a Party to this Agreement or expressly identified in the Agreement, has no right under the Contract (Rights of Third Parties) Act 2001 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7.3 **Remedies, Waivers, Amendments and Consents:** No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 7.4 **Variation:** No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.
- 7.5 **Jurisdiction & Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of Singapore, and the Parties agree to submit to the exclusive jurisdiction of the Courts of Singapore.