

VINTAGE SPEEDMASTER

TERMS AND CONDITIONS OF SALE.

INTRODUCTION

1.1. These Conditions apply to all product orders and sales and are entered into between: (A) us, the seller, Vintage Speedmaster T/A Treble 2 Group Ltd, a company incorporated in England and Wales (company number 10235616) with its registered office at **Harrogate Convention Centre, Entrance 3, First Floor, Kings Road, Harrogate, HG1 5LA.**

(references to 'us', 'we' or 'our' being construed accordingly) and (B) you, the purchaser (references to 'you' or 'your' being construed accordingly).

1.2 Nothing in these Conditions or any statement appearing on our website affects your statutory legal rights under applicable law in so far as such rights cannot be lawfully limited or excluded.

CANCELLATION

2.1. We procure products specifically to order, and as such all product purchases are final.

2.2. You acknowledge that you may not cancel your order once it has been placed.

BASIS OF SALE

3.1. No variation to these Conditions shall be binding unless agreed in writing between us and you. However, changes may be made to the specification of the products supplied which do not materially affect their quality or description.

3.2. Any accidental errors or omissions in any sales literature, quotation, price, acceptance of offer, invoice or other document or information made available by us or on our website may be subject to correction without any liability on our part.

3.3. All statements given by us as to the authenticity, description, age, or condition of products constitute our opinion or opinions of the producer only (save that this shall not operate so as to exclude any liability on our part for misrepresentation) and are not warranted by us.

OFFER, ACKNOWLEDGMENT AND ACCEPTANCE

4.1. Any Product prices or descriptions we provide do not constitute an offer and may be withdrawn or updated by us at any time prior to our acceptance of your order (as described below).

4.2. While we make every effort to ensure that advertised items are available, we cannot guarantee that all products are in stock, or available, when you submit your order. We may have to withdraw products in our range from sale for any reason or reject your order (without liability) if we are unable to process or fulfil it. If this is the case, we will refund any prior payment that you have made in relation to the rejected order.

4.3. An order submitted by you constitutes an offer by you to us to purchase products on these Conditions and is subject to us indicating our acceptance.

4.4. Our acceptance of your order takes effect and your contract with us is concluded at the point where such offer is expressly accepted by us issuing an invoice to you and accepting your payment in settlement of such invoice (whichever is the earliest) ('acceptance').

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4.5. We may keep records of orders received, acknowledgements, acceptances and other contract records for a reasonable period after acceptance. We may be able to provide you with copies of these on written request; however you must make sure you print a copy of all such documents and keep these Conditions for your own records.

YOUR REPRESENTATIONS

5.1. You represent that information provided by you when placing your order is up-to-date, accurate and sufficient for us to complete your order. You also represent that you are over 18 years of age and have legal capacity to enter into a binding contract with us.

5.2. Unless we agree otherwise, any warranties or other undertakings provided by us in relation to products that you purchase are given on the basis that you are acting as a consumer. Products are offered and supplied for personal use only and are not for resale or distribution. If you are a reseller or distributor you should contact us separately if you wish to make any purchasing enquiries.

5.3. No warranty, commitment or any other obligation should ever be assumed by you on our behalf without our express prior written consent.

PRICE AND TERMS OF PAYMENT

6.1. Prices payable for products are those in effect at the time of dispatch or delivery, unless we otherwise agree. Prices may be indicated on our website or an order acknowledgement but the authoritative price in the event of any discrepancy, is the price that is notified to you on our acceptance.

6.2. Prices (unless stated otherwise) will be charged in the currency quoted on the relevant issued invoice.

6.3. To the fullest extent legally permitted, prior to our acceptance of your order we reserve the right to update prices to take into account increases in costs including (without limitation) costs of materials, carriage, labour or imposition of any tax, duty or other levy, or to deal with any variation in exchange rates. We may also correct any mistakes in product descriptions or pricing errors prior to product dispatch. In such event where we amend the product price after you have placed your order, you will have a choice whether to complete your order or not. We will not be liable to fulfil any orders at prices previously quoted in error. If you choose to continue with your order, you acknowledge that the product will be provided in accordance with such revised description or updated price.

6.4. Whilst we will endeavour to fulfil deliveries to all destinations, if you are a non-UK based customer you should check with us in advance that we deliver to your territory. Unless otherwise specified, prices quoted are:

6.4.1. exclusive of the costs of shipping or transport to the agreed place of delivery within the territory (charges for which will be quoted separately); and

6.4.2. exclusive of insurance (which, if required, we will quote for separately); and

6.4.3. inclusive of VAT on new piece's (for sales to UK and EU based customers); and

6.4.4. for non-UK and EU based customers exclusive of local VAT, sales taxes and any other tax or duty which (as applicable) must be added to the price payable. You agree to pay for shipping or carriage of products as such costs are specified by us and any applicable taxes, customs tariffs, import duties that may apply.

6.5. Payment shall be made prior to delivery and by such methods as are indicated on the relevant issued invoice (and not by any other means unless we have given our prior agreement).

6.6. Unless stated elsewhere in these Conditions, payment may be taken in full prior to delivery.

6.7. We will charge you prior to dispatch of the ordered product(s) and may only dispatch the product(s) once relevant funds have cleared. We only accept bank transfer payments unless otherwise stated and agreed in

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writing between both parties. We reserve the right to verify all payments and payment details and carry out such other fraud prevention or credit checks as may be appropriate prior to acceptance or dispatch of your order. We may refuse to complete an order we have reason to believe that banking information or other personal details have been supplied fraudulently.

6.8. Unless we agree otherwise, where payment is invoiced to you, each invoice shall be due and payable in full within twenty-four hours.

6.9. No counterclaim or set-off may be deducted by you from any payment due without our written consent. We reserve our right to recover the full price payable for the products purchased by you at any time after payment has become due

6.10. Where applicable, any extension of credit which we grant to you may be changed or withdrawn at any time. Interest shall be chargeable on overdue amounts accruing on a daily basis at the maximum amount permitted under applicable law from the due date for payment until our receipt of the full amount (whether before or after judgement). You shall indemnify us on demand against any out of pocket expenses and professional legal fees we incur in relation to recovery of any overdue amounts.

6.11. We accept payments by the follow methods if you are based in the UK:

6.11.1. **Cash: We do not accept cash payments.** We ONLY accept payment by both CHAPs, BACs and faster payment transfers.

6.12. If you are based outside the UK, you must pay for all Goods by international bank transfer.

TERMINATION

7.1. If you are made bankrupt or enter into a deed of arrangement with creditors or a court order for winding-up is made against you or you take or suffer any similar action in consequence of debt or we have cause to believe that you are unable to pay your debts as they fall due; or you fail to pay any amount by the due date for payment or breach any of these Conditions then, without prejudice to any of our other rights, we may:

7.1.1. refuse to complete your order and stop any products in transit; and/or

7.1.2. suspend further product deliveries; and/or

7.1.3. by written notice terminate any other contracts between us and you.

DELIVERY

8.1. Delivery timescales/dates given by us on our website or elsewhere are estimates only. While we endeavour to meet such timescales/dates, we do not undertake to deliver products by a particular date or dates and shall not be liable to you in respect of any delays or other failures in delivery due to factors beyond our reasonable control.

8.2. Delivery shall be to a valid address within the territory as submitted by you and subject to our acceptance as described above ("delivery address"). You must check the delivery address on any email acknowledgement, invoice or acceptance that we provide and notify us without delay of any errors or omissions. We reserve the right to charge you for any extra costs we incur arising from you providing an incomplete or inaccurate delivery address.

8.3. If you unreasonably refuse or fail to take delivery of products supplied under these Conditions, any risk of loss or damage to the products shall nonetheless pass to you and without prejudice to any other rights or remedies we have:

8.3.1. we shall be entitled to immediate payment in full for the products and either deliver by whatever means we consider appropriate or store products at your risk;

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8.3.2. you shall be liable pay on demand all costs of product storage and any additional costs we incur as a result of such unreasonable refusal or failure to take delivery;

8.3.3. we shall be entitled to 30 days after the date of attempted delivery to dispose of products in such manner as we determine and may set off any proceeds of sale against any sums due from you.

8.4. In cases of partial delivery of a product order, you shall only be liable to pay for the quantity actually delivered.

8.5. Save as otherwise provided in these Conditions, risk of loss of or damage to the products passes to you on delivery or when placed in your possession or the possession of any carrier or transport provided by you, whichever shall occur first.

REJECTION, DAMAGE OR LOSS IN TRANSIT

9.1. You are responsible for promptly checking your product order upon delivery and verifying that the product(s) is/are in satisfactory condition, in accordance with their description and the order is complete. You may only return purchased products in accordance with this clause 9.

9.2. Except as set out in these Conditions and subject to any rights you have under applicable law (that cannot be excluded or limited by us) you shall not be entitled to reject products that we have supplied, except for:

9.2.1. damage to or loss of products or any part or an order in transit (where the order is transported by us or our agents) where this is notified to us promptly on you becoming aware of the same. Any damage needs to be supported by photographic evidence;

9.2.2. defective or faulty products where you have notified us in writing as soon as possible upon such defect or fault becoming apparent.

9.2.3. Where we are notified of shortage in an order, failure to deliver, or any defect in or damage to a product, then we will at our option:

9.2.3.1. (in the case of shortage or non-delivery) make good any such shortage or non-delivery and/or

9.2.3.2. in the case of damage or any defect(s)/fault(s) in the product and in accordance with the applicable returns policy:

1. replace or repair the product upon you returning the product; or

2. refund the price paid in respect of any product(s) found to be damaged, defective or faulty within 14 days of purchase, 30 days if you are outside of the EU.

9.2.4. Whilst we take measures to ensure that photographs of stock sold or advertised are accurate illustrations of the true products, there may be some variance for which we will not offer replacements, refunds or returns. All products are presented for sale on a 'sold as seen' basis.

9.2.5. Your rights to have a product replaced or repaired or to seek a refund under these Conditions may be lost or rendered void where you fail to notify us within a reasonable time of delivery or a defect/fault becoming apparent or where a product is damaged or rendered defective/faulty due to:

9.2.5.1. normal wear and tear;

9.2.5.2. user negligence;

9.2.5.3. products being mistreated or used other than for their intended purpose; or

9.2.5.4. failure to observe care instructions, notices or warnings provided with the products.

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9.2.6. Products should be returned together with all original packaging, labels and other materials that were supplied with them.

9.2.7. When you arrange to return a product to us you must take reasonable care to ensure that it is not damaged in transit and that you use a reputable carrier. Whilst you are in possession of any product which you want to return, you are under a duty to take reasonable care of it.

9.2.8. If you arrange to return a product to us, you must take reasonable care of the products you wish to return and either:

9.2.8.1. Return them to us (or our nominated representative) as soon as possible.

9.2.8.2. Make them available to be collected (if requested by us). possible; or

9.2.9. We reserve the right to claim full payment or exercise any legal remedies we have where products have been made unfit for resale or damaged whilst in your possession or where you refuse or fail to return the relevant products or make them available for collection upon request.

LIABILITY LIMITATION

10.1. We will pass on such suppliers/manufacturers' warranties with the products that we are entitled to. Vintage watches are subject to a 12 month warranty unless otherwise stated on the movement only. All other parts are exempt to this warranty.

10.2. To the maximum extent legally permitted, our aggregate liability (whether for negligence, breach of contract, misrepresentation (except, if fraudulent) or otherwise) shall in no circumstances exceed the cost of the defective, damaged or undelivered products (determined by net price invoiced/charged to you) and in respect of any single occurrence or series of occurrences we shall not under any circumstances be liable for:

10.2.1. special, punitive, incidental, indirect, or consequential damages; or

10.2.2. pure economic loss; or

10.2.3. loss of income, revenue, business, profits, contracts, data, goodwill or savings.

10.4. Nothing in these Conditions excludes or limits our liability for:

10.4.1. Death or personal injury caused by our negligence (or that of our employees or authorised representatives); or

10.4.2. for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or

10.4.3. fraud or fraudulent misrepresentation.

10.5. Nothing in these Conditions shall or be construed as limiting or excluding our liability or a manufacturer's, licensor's or supplier's liability to you, where under mandatory laws applicable in your territory, such liability cannot be excluded or limited by contract

RETENTION OF TITLE

11.1. Title to products in any one order shall not pass to you until we have received payment in full of the price of such order (including any interest or other payments due in respect of those products). Until payment has been made in full for any products, you shall have possession of those products as our agent and shall (subject to the provisions of Condition 11.2 below) store the products in such a way as to enable them to be readily

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identified as our property, and enable us to distinguish products for which payment has been made in full from those products for which payment is outstanding.

11.2. Without prejudice to Condition 5.2, if you sell any products, to the fullest extent permitted by law, you shall hold (on a fiduciary basis) all proceeds of such sales in trust for us and in a separate account. You undertake immediately upon being so requested by us to assign to us all rights in respect of those proceeds and that separate account and/or all rights and claims which you may have against any customers arising from such sales until payment is made in full as aforesaid and not to assign such rights and claims to any third party without our prior written consent.

11.3. We reserve the right (subject to applicable law) to repossess any products in respect of which payment is overdue or fails, you hereby grant an irrevocable right to us and our servants and agents to enter upon your premises during normal business hours to repossess products if legally permitted. This Condition 11.3 shall continue in force notwithstanding termination of the contract howsoever caused.

THIRD PARTY RIGHTS

12.1. You shall indemnify us against any and all liabilities, claims and costs incurred by or made against us as a direct or indirect result of us carrying out work to your specific instructions or specifications which causes an infringement or alleged infringement of any proprietary rights of a third party.

12.2. To the fullest extent permitted by law and except where expressly set out in these Conditions or other terms appearing on our website or elsewhere, we shall have no liability to you in the event of the products you purchase infringing or being alleged to infringe the proprietary rights of any third party.

CONSENTS, CUSTOMS DUTIES & EXPORT

13.1. If any licence or consent of any government or other authority is required for the importation, carriage or use of the products by you, you shall obtain such licence or consent at your own expense and if necessary produce evidence to us on demand; where licenses or consents are required, we will not ship products until we have been provided with satisfactory evidence. Any additional expenses or charges incurred by us resulting from your failure to do the above shall be met by you.

13.2. Products licensed or sold to you under these Conditions may be subject to export control laws and regulations in the territory or other relevant jurisdiction where you take delivery or use them. You shall be fully responsible for complying with those laws and for the payment of any duties on the products.

13.3. If you order products from outside the EU, you may be subject to customs charges, import duties and taxes, levied when the product reaches your specified destination. Any such additional charges for customs clearance or import duties or taxes (if applicable) must be met by **you**, since we have no control over what these charges are. You should contact the local customs office in the relevant country where you wish to have the products delivered for further information on customs policies or duties.

NOTICES

14.1. Any notice or other communications in relation to these Conditions should be in writing and sent by hand, pre-paid post, fax or e-mail to the latest address that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law. Except as set out elsewhere in these Conditions, such notices or communications (where properly addressed) shall be considered received:

14.1.1. in relation to hand delivery, on the date of delivery at the relevant address (or, if this is not a working day, the first working day after);

14.1.2. if posted, 5 working days after the date of posting;

14.1.3. if by fax, on the date of the transmission as evidenced by a successful transmission report (or, if this is not a working day, the first working day after); and

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14.1.4. if sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened; or (iii) the expiry of 48 hours after transmission, provided that the sender has not received warning of unsuccessful transmission.

14.2. Unless otherwise confirmed in writing pursuant to this Condition 14, communications addressed to us shall be marked for the attention of Darren Townend.

GENERAL

15.1. You cannot assign, transfer, charge or make over or purport to assign, transfer, charge or make over any of your rights under these Conditions.

15.2. We shall not be liable to you nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered or delayed in our performance by reason of any circumstances beyond our reasonable control including (but not limited to) any act of god, war, riot, national emergency, civil commotion, government action, explosion, fire, flood, earthquake, storm, accident, strike, lock-out, trade dispute or labour disturbance, breakdown of plant or machinery, interruption in the supply of power or materials and in such event we may elect to cancel your order and refund any payment you have made in advance.

15.3. You acknowledge that these Conditions supersede and cancel all previous contracts, agreements and arrangements whether oral or written, express or implied, between us. These Conditions prevail over any other terms or conditions of sale or purchase contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted. To the fullest extent permitted under applicable law, we reserve the right to modify these Conditions without notice.

15.4. No relaxation, forbearance, delay or indulgence by us in enforcing any of these Conditions shall prejudice or restrict our rights and remedies hereunder.

15.5. No waiver of any of these Conditions shall be effective unless made in writing and signed by us. The waiver of any breach of any Condition shall not be construed as a waiver of any subsequent breach.

15.6. If for any reason we determine or a court of competent jurisdiction finds that any provision or portion of these Conditions is illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:

15.6.1. These Conditions will not be affected in other jurisdictions to the extent that such determination or finding has no application; and

15.6.2. in the relevant jurisdiction, the remainder of these Conditions (to the fullest extent permitted by law) will continue in full force and effect.

GOVERNING & JURISDICTION

16.1. Subject to Condition 16.2, the construction, validity and performance of these Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts in the event of legal proceedings arising from any dispute. The language of any contract, dispute resolution procedure or any proceedings will be English.

16.2. The above Condition 16.1 shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and/or language and such requirement cannot lawfully be excluded by contract.