

## RETURN, REPLACEMENT & REFUND POLICY

PLEASE NOTE THAT THIS POLICY IS APPLICABLE ONLY TO PURCHASES MADE ON WWW.WHATWATCH.COM BY CUSTOMERS ("YOU") FROM ONE OF OUR SELLING ENTITIES ("WE"). IF YOU HAVE BOUGHT AN ITEM IN A DIFFERENT STORE, PLEASE CONTACT YOUR SELLER FOR your WARRANTY CLAIMS. FURTHER, THIS IS NOT APPLICABLE TO THE SUPPLY OF ANY DIGITAL CONTENT.

Here is how you have to proceed in the following cases:

**A. You want to cancel your purchase**, because you want to exercise your cancellation right according to the statutory applicable regulations for distance selling to end consumers, without having to give any reason.

You acknowledge that you have to do this within the applicable withdrawal period, which is - for the avoidance of doubt - a maximum of **30 calendar days** after receipt. You have to inform us accordingly within **30 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com).

Please note that the product(s) may only be returned at your own expense.

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted. Please note that your request is irrevocable.

For any warranty claim, you must return us the product(s) physically in unused condition in the original undamaged packaging and without undue delay, in any event not later than **30 calendar days** after the day you informed us about your intention to return the product(s). A possible refund can only be made after we have received the product(s) back safely in the same unused condition as you have received it. For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Please note that acceptance of a return is within our sole discretion. Once your returned product(s) have been checked and inspected, you will receive an e-mail notification from us.

If we have granted a refund, it will be made using the same means of payment you used at the moment of the initial purchase. We will not reimburse any shipping costs, banking charges, taxes and customs fees. We will do our best to make a refund without delay and will inform you as soon as the payment is remitted. However, some processes may be outside of our sphere of influence, such as the internal procedures of your bank, so it may take up to **30 calendar days** for your refund to be credited to your account.

### **B. The wrong item was shipped**

If a wrong product was shipped and you are requesting the delivery of the right product, you acknowledge that you have to inform us accordingly within **14 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com), and attaching photos and/or videos of evidence (if applicable).

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted.

We will then issue a return shipping label that you have to print and fix securely on the return package. If you do not use the shipping label that we provide you or if you ship using other carriers, your return will not be accepted and we will not reimburse you for such return shipping.

For a replacement, you must return us the product(s) physically in unused condition in the original undamaged packaging and without undue delay, in any event not later than **30 calendar days** after the day you informed us about your intention to return the product(s). A replacement can only be made after we have received the product(s) back safely in the same unused condition as you have received it. For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Our obligation to replace will not start before receipt of the product(s) by us. Please note that acceptance of a return is within our sole discretion. Once your returned product(s) have been checked and inspected by us, you will receive an e-mail notification from us, and we will ship you the right product(s) at our expense.

## C. In-box items are missing

If you believe that there are missing in-box items, such as: charger, charger cable, screw driver, polishing cloth etc., please compare it with the description in the relevant User Guide(s). If you are requesting a delivery of the missing items, you acknowledge that you have to inform us accordingly within **14 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com).

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, you will receive an e-mail notification from us, and we will ship you the missing item(s) at our expense.

## D. The item arrived damaged

If your order arrives damaged, please send us a photo and/or video of the damage (product + package) by email to [support@whatwatch.com](mailto:support@whatwatch.com) within **48 hours** of receiving the shipment. If you do not report the damage to us within this period, we may not be able to honour your claim.

If you are requesting a replacement or repair of a product, you acknowledge that you have to inform us accordingly within **30 calendar days** after the day on which you have received the product, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com). In particular, a detailed description of the defect will be required, as well as a photo and/or video of the damage. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted.

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us.

We will then issue a return shipping label that you have to print and fix securely on the return package. If you do not use the shipping label that we provide you or if you ship using other carriers, your return will not be accepted and we will not reimburse you for such return shipping.

For a replacement, you must return us the product(s) physically in unused condition in the original undamaged packaging and without undue delay, in any event not later than **30 calendar days** after the day you informed us about your intention to return the product(s). A replacement can only be made after we have received the product(s) back safely in the same unused condition as you have received it. For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Our obligation to replace will not start before receipt of the product(s) by us. Please note that acceptance of a return is within our sole discretion. Once your returned product(s) have been checked and inspected by us, you will receive an e-mail notification from us, and we will ship you the replaced or repaired product(s) at our expense.

## E. The item is defective

Before making any claim, please make sure that you have followed the instructions of in the relevant User Guide(s) and any on-screen instructions within the relevant App, and that an alleged defect is not the result of your improper use of the product.

If you discover that - during the term of the applicable statutory warranty period - a product is defective, and if you are requesting a repair and/or replacement of the product, you acknowledge that you have to inform us accordingly within **30 calendar days** after the day on which you have discovered the defect, by completing and submitting the Request Form (below) to [support@whatwatch.com](mailto:support@whatwatch.com). In particular, a detailed description of the defect will be required, as well as a photo and/or video of the defect.

Depending on the type of defect that might appear with an item you have purchased from us, please note the following applicable procedures and incident classes when processing your request:

*Incident Class 1 (severe) is defined as:*

a) Technical irregularity:

The intended use or operation of the product is impossible or unreasonably limited as a result of an incident. No solution is possible.

b) Physical non-conformity: major marks or damages which hinder the intended use or operation of the product.

# WHAT? WATCH

WHAT WATCH HOLDINGS  
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For such issues, you are entitled to demand a repair/replacement to be completed within a reasonable time. Should we fail to remedy that within a reasonable time after we have received your completed Request Form and the allegedly defective product, you are entitled to withdraw from the contract and demand a full reimbursement of the purchase price.

*Incident Class 2 (medium) is defined as:*

a) Technical irregularity:

The intended use or operation of the product is impaired or limited as a result of an incident. However, a solution is possible.

b) Physical non-conformity: marks or damages which do *not* hinder the intended use or operation of the product.

For such issues, you are entitled to demand a repair/replacement to be completed within a reasonable time. Should we fail to remedy that within a reasonable time after we have received your completed Request Form and the allegedly defective product, you are entitled to get a price reduction.

*Incident Class 3 (minor) is defined as:*

Any issue not falling under class 1 or 2, and the intended use or operation of the product is restricted to a minor extent only, such as minor marks, including but not limited to scratches to metal or glass, visible stains etc.

Incidents under category 1 and 2 are defined as "significant"; incidents under categories 3 are defined as "insignificant". Defects as defined as "insignificant" do not entitle you to demand a refund or a price reduction. Any statutory obligation to fix defects within the framework of warranty remains unaffected.

After we have received your completed and submitted Request Form, we will process it, which will usually take up to **2 business days**, and you will receive an e-mail notification from us. Without our notification in reply to that completed Request Form, your request is not deemed to be accepted. Please note that your request is irrevocable.

If we acknowledge that the product may be faulty, we will then issue a return shipping label that you have to print and fix securely on the return package. If you do not use the shipping label that we provide you or if you ship using other carriers, your return will not be accepted and we will not reimburse you for such return shipping.

For possible damages and/or delays that might occur during the return shipment, we are disclaiming any liability. Our obligation to repair or replace will not start before receipt of the product(s) by us.

Once your returned product has been checked and inspected by us, you will receive an e-mail notification from us. **If - following our examination – it is found *not* to be faulty, you will not be entitled to any refund of shipping costs and we will return the product to you at your expense.**

In order to get a replacement, repair or a refund, you must return us the product(s) physically in the original undamaged package or in an appropriate protective packaging, and without undue delay, in any event not later than **30 days** after the day you informed us about your intention to return the product(s).

Please note that acceptance of a return, a replacement, repair or refund is within our sole discretion.

A refund can only be made after we have received the product(s) back safely in the same unused condition as you have received it. A refund will be made using the same means of payment you used at the moment of the initial purchase. We will not reimburse any shipping costs, banking charges, taxes and customs fees. We will do our best to make a refund without delay and will inform you as soon as the payment is remitted. However, some processes may be outside of our sphere of influence, such as the internal procedures of your bank, so it may take up to **30 calendar days** for your refund to be credited to your account.

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## APPENDIX 3 TO THE GENERAL TERMS AND CONDITIONS REQUEST FORM

Please complete this Request Form and send it to [support@whatwatch.com](mailto:support@whatwatch.com) request a return. By submitting this request, you agree with the terms of our RETURN, REPLACEMENT & REFUND POLICY. Please be sure to familiarize yourself with it.

### PERSONAL DETAILS

Your name and surname	
Your contact phone	
Your contact e-mail	
Your shipping address <i>(only if a replacement is requested)</i>	
Your billing address <i>(only if a refund is requested)</i>	

### ORDER DETAILS

Order No.	
Invoice No.	
Date of your online purchase	
Date of receipt of your order	

### PRODUCT DETAILS

Which product(s) are you returning?	
Product serial number	
Your mobile device	
Your mobile device operation system + version	
Watch App type + version	
What is your reason for returning the item(s)? *	<i>*please choose one of the accepted reasons for returns A-E above, and provide details below</i> <b>A.</b> <input type="checkbox"/> <b>B.</b> <input type="checkbox"/> <b>C.</b> <input type="checkbox"/> <b>D.</b> <input type="checkbox"/> <b>E.</b> <input type="checkbox"/>
Description of the defect <i>(if applicable)</i>	<p>I confirm that I have followed the instructions of the User Manual and that the alleged defect is not the result of my improper use of the product.</p>