

# Terms and Conditions

## Introduction

Welcome to the Crown & Quartz Jewellers Ltd website. These Terms and Conditions (“Terms”) govern your use of our website and any inquiries or sales of luxury watches made through Crown & Quartz Jewellers Ltd (“Crown & Quartz”, “we”, “us”, or “our”). By accessing this website or by contacting us to inquire or purchase a watch, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you should refrain from using the website or engaging our services.

**Company Information:** Crown & Quartz Jewellers Ltd is a company registered in the United Kingdom. For the purposes of these Terms, “you” or “the customer” refers to any person using the website or purchasing goods from us. These Terms, together with any invoice or order confirmation we provide, constitute the entire agreement between Crown & Quartz and the customer for the sale of watches. We reserve the right to update or modify these Terms at any time by posting the revised version on our website. Continued use of the website or services after any changes constitute acceptance of the new Terms. It is your responsibility to review these Terms periodically for any updates.

## Products and Authenticity

Crown & Quartz is a **luxury watch reseller** specializing in high-end timepieces. The watches we offer for sale may be **pre-owned** (used) or **brand new (unworn)** pieces. We take great care to accurately describe the condition, specifications, and inclusion of any boxes/papers or accessories for each watch listing. All brand names, logos, and trademarks shown on our site belong to their respective owners; Crown & Quartz is an independent reseller and **has no affiliation with any of the watch manufacturers or brands** mentioned on the site. Use of these names is for identification purposes only and does not imply endorsement or authorization by the respective manufacturers.

**Authenticity Guarantee:** Crown & Quartz **guarantees that every watch we sell is 100% genuine and authentic.** We do **not** deal in replicas, fakes, or counterfeit goods. Each watch’s serial numbers and other identifiers are verified, and where available, we provide authenticity certificates or appraisal reports. In the unlikely event that a sold watch is ever proven not to be authentic, Crown & Quartz will offer a full refund of the purchase price to the buyer, provided sufficient proof is presented. This authenticity guarantee is a fundamental part of our Terms, giving our customers peace of mind about the origin and genuineness of our products.

**Product Condition:** Given the nature of luxury watches, pre-owned items may show **light wear or age-related patina.** We strive to note any significant imperfections or variations in condition in the description. Some watches are listed as “unworn” or “brand new” – this typically means the watch has not been worn and remains in mint condition, often with factory stickers or tags intact. However, even unworn watches might have been originally sold by an authorized dealer and then resold to us, so they are considered pre-owned in terms of ownership history. You acknowledge that for **pre-owned watches, minor signs of use or age may be present,** but all are sold in good working order unless explicitly stated otherwise. We welcome

prospective buyers to ask for detailed information or additional photos/videos of a watch prior to purchase; we are happy to discuss any watch in detail to ensure you are fully informed.

## Inquiry and Order Process

**No Direct Online Checkout:** Please note that our website **does not feature a direct e-commerce checkout** for purchasing watches. Instead, customers must **inquire** through the website (for example, via an inquiry form, email link, or listed contact details) or contact us by email or telephone to initiate a purchase. Listing a watch on our site **does not constitute a legally binding offer**; it is an invitation for customers to make an offer to buy. All inquiries are subject to item availability and our acceptance.

**Placing an Order:** Once you express interest in a watch, we will confirm availability and price, and we will provide you with an **invoice or payment instructions** for the purchase. A contract of sale between you and Crown & Quartz is only formed when we explicitly confirm that we accept your order (typically by issuing an invoice or order confirmation) and **full payment has been received** (see Payment terms below). We reserve the right to decline any inquiry or order, or to withdraw any item from sale, at our discretion prior to issuing an order confirmation.

**Stock Availability:** While we endeavour to keep our online inventory up-to-date, we **cannot guarantee that every item shown is still available** at the time of your inquiry. Watches may be subject to prior sale, and time is of the essence with luxury pieces in high demand. Acknowledgement of your inquiry or generation of a pro-forma invoice does *not* guarantee availability until we have verified the item is in stock. If your chosen watch has just been sold or is otherwise unavailable, we will inform you and, if possible, suggest an alternative or source another example for you. By inquiring, you understand that no binding contract arises until we confirm the order and receive payment, even if an automated response or acknowledgment is sent.

**Order Confirmation:** After you agree to purchase and we confirm availability, we will send an invoice detailing the watch, the price, any applicable fees (such as shipping or insurance, if not included), and our bank/payment details. This invoice serves as our acceptance of your order *subject to payment*. You must review the invoice and ensure all details are correct. It is your responsibility to inform us immediately of any discrepancies. Once payment is made, please notify us or send proof of payment so we can begin processing the shipment in a timely manner.

**Right to Refuse Service:** Crown & Quartz reserves the right to refuse to process an order for any reason, such as suspicion of fraud, inability to verify the buyer's identity, legal restrictions (e.g., sanctions), or any other reason at our sole discretion. If we refuse an order after payment has been submitted, we will refund the payment in full via the original method.

## Pricing and Payment Terms

**Currency:** All prices for watches listed on our website are in **Great British Pounds (GBP) £** by default, and all payments must be made in GBP unless otherwise agreed in writing. Any currency conversion fees or bank charges must be borne by the customer. The price shown for each watch is the **selling price exclusive of any delivery charges** (delivery is typically free within the UK – see Shipping section below). If you are viewing the site from outside the UK,

any currency conversion tool or indicator is for guidance only; the actual price payable is the GBP figure.

**Taxes:** For pre-owned items, Crown & Quartz may operate under the VAT Margin Scheme (a UK scheme for second-hand goods) whereby our prices do not include a separately reclaimable VAT element. Thus, VAT is **not separately chargeable or reclaimable** on our pre-owned watch prices (they are effectively **VAT-inclusive on the margin** by law, with no VAT shown on the invoice). For new/unworn watches that we sell, VAT (or any applicable sales tax) will be included in the price or explicitly stated if applicable. International buyers are responsible for any import taxes or duties in their home country (see International Shipping below).

**Price Accuracy and Changes:** We make every effort to ensure that the prices listed on our website are accurate and up-to-date. However, **we do not warrant that the product descriptions, pricing, or other content on our site is error-free or complete.** In the event of a **pricing error or typo**, we reserve the right to correct the price and notify you before proceeding with the order. If the correct price is higher than the listed price, we will contact you for instructions; you may choose to proceed at the correct price or cancel the inquiry. We are **not obligated to honour any price that is obviously incorrect** (for example, a serious mispricing due to a technical glitch or typographical error). Prices of watches are subject to change without prior notice, and we reserve the right to adjust prices at any time before a sale is confirmed. Once we have issued you an invoice and received payment, that price is fixed for that transaction.

**Payment Methods:** Crown & Quartz accepts payment via secure methods. Accepted payment methods typically include:

- **Bank/Wire Transfer:** We recommend bank transfer for high-value purchases. We will provide our bank details on the invoice. You must ensure that the full invoiced amount is received by us (any sending or intermediary bank fees should be paid by you).
- **Debit/Credit Cards:** We may accept major debit or credit cards (such as Visa or Mastercard) for certain transactions, subject to limits and verification. Card payments might require a surcharge for large amounts to cover processing fees (if applicable, this will be stated in advance). We reserve the right to decline card payments for very high-value items or for international transactions, in which case bank transfer will be required.
- **Cash on Collection:** By exception and *only* with prior arrangement, local customers may be allowed to pay cash or bank transfer in person at a secure location. However, for first-time buyers or high-value sums, we generally do not accept cash for security reasons.

We do **not** accept personal cheques or money orders. PayPal or other online payment services are not accepted for high-value watch purchases unless explicitly agreed (due to fraud and chargeback risks).

**Full Payment Before Dispatch:** **Payment must be made in full and funds cleared prior to dispatch of any goods.** Crown & Quartz retains full legal and beneficial **title to all watches sold until payment has been received in full.** This means the watch remains our property until your payment has fully cleared our bank. We will not ship any item until we have confirmed receipt of the total purchase price. For first-time customers (particularly

international clients), we may insist on payment by bank transfer and clearance of funds before shipping, as an additional security measure – we appreciate your understanding in this regard.

If we have agreed to accept a **deposit** for a watch (for example, to hold a piece for you), the terms of such deposit will be agreed individually (including whether it is refundable or how long we can hold the item). Unless otherwise stated, all deposits are **non-refundable** if you decide not to proceed, and are forfeit after a specified holding period. Part-payment or layaway plans, if offered, will be documented separately with their own terms.

**Non-Payment:** If you have received an invoice and fail to pay the full amount within the agreed time frame (typically 1-3 working days for readily available stock, or as stated on the invoice), we reserve the right to cancel the order. We shall have no obligation to hold an item beyond the payment deadline. In case of non-payment, any deposit paid may be forfeited as liquidated damages for the lost opportunity to sell the item during the hold period, unless otherwise agreed. We also reserve the right to refuse future orders from customers who have a history of non-payment or cancellation.

**Fraud Prevention:** For card payments or any transactions we deem higher risk, we may require additional verification. This may include providing a copy of photo ID, proof of address, or in the case of card payment, presenting the card used and a signed authorization. Crown & Quartz takes fraud seriously; any fraudulent payment or false identity will result in cancellation of the sale and may be reported to the authorities. All payments must originate from an account or card in the buyer's own name; we do not accept third-party payments without prior arrangement and documentation.

## Shipping and Delivery

Crown & Quartz is based in the UK and primarily serves customers within the United Kingdom. We also offer **international shipping** for our watches, subject to the terms below. By purchasing, you agree to the following delivery terms:

**Dispatch Time:** Once full payment has cleared, we aim to dispatch your watch **within 1-2 business days** (Monday-Friday, excluding public holidays). If there is any delay (for instance, if the watch is held in secure storage off-site or requires final inspection/servicing before shipment), we will inform you of the expected dispatch date. We understand you are eager to receive your watch and will strive to send it promptly after payment.

**Shipping Services (UK):** For deliveries within the United Kingdom, we typically use **Royal Mail Special Delivery** or an equivalent **insured courier service**. These services usually guarantee next working-day delivery by 1 pm to most UK addresses. **Shipping within the UK is generally free of charge** for our customers (included in the price of the watch). Each watch is securely packaged, and will only be handed over by the courier upon signature by the recipient at the designated address for security. We insure all shipments for the full value of the watch until the point of delivery. **Do not accept a package if it arrives open, heavily damaged, or tampered with** – in such a case, inform the courier immediately and contact us so that we can assist with insurance claims or send a replacement if available. Once delivered and signed for, **risk in the item transfers to you** (see Risk of Loss below).

**Shipping Services (International):** For deliveries outside the UK, Crown & Quartz will arrange shipment via reputable international couriers (such as FedEx, DHL, UPS, or similar), fully insured. The cost of international shipping will be either included in the price or quoted to you separately, depending on the destination and value of the item. We will make this clear during the order process. International delivery times will vary based on destination (typically 2-7 working days in transit). We will provide you with a **tracking number** for your shipment so you can monitor its progress. All shipments will require a signature on delivery. Please ensure someone is available at the provided address to receive and sign for the package.

**Customs and Import Duties:** For international shipments, the buyer is responsible for all import duties, taxes, VAT/GST, brokerage fees or any other customs-related charges that may be levied by your country upon import. We have no control over these charges and cannot predict their amount – customs policies vary widely by country. We strongly advise international customers to check with their local customs office about any potential import taxes/duties on luxury watches prior to purchasing. Crown & Quartz will **not misrepresent or under-declare the value of goods on customs forms**, and we will not mark shipments as “gift” to evade taxes. The customs paperwork will reflect the actual sale price and include an invoice copy as required by law. If you refuse to pay import duties or otherwise refuse the shipment in customs causing the package to be returned to us, you will be responsible for any return shipping costs and any import duty or tax that is unable to be reclaimed. In such cases, we reserve the right to deduct any direct costs we incur from any refund due, or to charge you separately for those costs if no refund is due (since the sale is considered final).

**Risk of Loss and Insurance:** We fully insure all shipments for their replacement value while in transit. **For UK customers**, this means if a package is lost or damaged in transit before you sign for it, we will either provide a full refund or send a replacement watch (if a similar item is available), and we will handle the insurance claim with the courier. **For international customers**, similarly, we maintain insurance on the parcel during transit until it is delivered to you (or your designated recipient) and signed for. **Once the watch is delivered and signed for, ownership and risk passes to you.** If you have specified an alternative recipient or arranged for your own shipping carrier, risk passes when we hand over the item to your specified agent/carrier. We strongly advise you to inspect the package at the time of delivery. If the packaging is clearly damaged, *do not sign for or accept it* without immediate inspection; ask the courier to wait if possible, or reject the delivery and contact us. Any loss or damage in transit will be covered by our insurance, but you must cooperate with us, the courier, or insurance investigators if needed (for instance, providing a damage report or affidavit).

**Delivery Address:** We will only ship to the verified address of the buyer (usually the billing address or an address we can verify independently). Any request to ship to an alternative address (for example, a work address or a gift recipient) may require additional verification and is at our discretion. We will not ship to P.O. boxes or mail forwarding services for high-value items. For card payments, we may insist on shipping to the card’s billing address if we deem it necessary for fraud prevention.

**Delivery Delays:** We strive to meet indicated delivery estimates, but there may be delays due to circumstances beyond our control (such as courier delays, customs clearance times, weather events, etc.). **Crown & Quartz is not liable for any delay in delivery caused by a third-party courier or any other circumstances beyond our reasonable control.** However, we will assist in tracking the shipment and updating you on the status. In the rare event a parcel is lost in transit, we will initiate an insurance claim and keep you informed; the investigation

process by couriers can take some time (often a few weeks) before declaring a package lost. Rest assured, we will either replace the item (if possible) or refund you once loss is confirmed.

**Partial Deliveries:** If your order for some reason involves multiple items, we normally ship them together. In cases where they must be sent separately (e.g., if sourced from different locations), we will inform you and provide separate tracking numbers. Your obligation is to accept delivery of all parts of your order.

**Title Transfer:** Title to (ownership of) the watch passes to you **only once full payment has been received and the item has been dispatched** to you or collected by you. Until that time, the watch remains the property of Crown & Quartz Jewellers Ltd. After title has passed to you, if the item is subsequently returned to us (for instance, due to a failed delivery or customs issue), we may treat it as your property and store it for you at your cost (including insurance and storage fees) until you arrange re-delivery. We will, however, endeavour to contact you to arrange re-delivery in good faith.

**First-Time International Buyers:** As a security measure, **first-time international customers** may be required to pay via bank transfer (at our discretion) and **we will only ship once the payment is fully cleared** in our account, regardless of the payment method. Additionally, we reserve the right to delay dispatch for international orders if verification steps are incomplete or if our bank advises us to wait (e.g., for extra fraud screening). This is to protect both us and genuine customers from fraud. Repeat customers with a history with us might be afforded more flexible terms at our discretion, but our default policy is strict for the first transaction. We appreciate your understanding.

**In-Person Collection:** Crown & Quartz is primarily an online business, and we do **not maintain a physical retail storefront** open to the public on a walk-in basis. Therefore, in-person collection is generally **not offered** for security and insurance reasons (we do not keep all watches on hand locally; many are stored in secure vaults or with our partner dealers until sale). We do not offer to meet at our offices or any public place to show watches prior to purchase or to deliver them, except by special arrangement at our sole discretion. All purchases are expected to be completed via insured shipment to ensure transparency and safety.

**Shipping Notes:** Once your watch is shipped, ownership is as per the title terms above, but we consider customer satisfaction a priority. We will stay in contact until we confirm you have received your watch and are satisfied. Each package will include documentation such as your invoice and, if applicable, appraisal or warranty papers. **Do keep these documents safe**, as they will be needed for any future insurance claims or warranty service (if manufacturer warranty applies).

## Returns, Refunds and Cancellation Policy

**All Sales Final – No Returns:** Crown & Quartz maintains a **strict no-returns policy** on all watch sales. **All sales are final**, and we do **not** accept returns, refunds, or exchanges of watches **under any circumstances** once a transaction is completed. Due to the high-value and often unique nature of our luxury watch inventory, we cannot offer a trial or approval period. We urge customers to ask all necessary questions and carefully consider the purchase before making payment. By completing a purchase, you are agreeing that you have inspected (or waived your right to inspect) the item to your satisfaction and that you accept the watch as

described. **No refunds or exchanges will be given for change of mind, buyer's remorse, finding a cheaper price elsewhere, or any other reason** outside the scope of our limited exceptions below.

**No Order Cancellations:** Similarly, once you have paid for a watch, the order cannot be cancelled. If you request a cancellation prior to shipment, we may, at our sole discretion, consider a cancellation request, but this will typically incur a restocking fee (usually 10% of the purchase price) to cover our costs and potential loss of sale opportunities. We are not obligated to agree to cancellation after payment, however, and generally treat all confirmed orders as final.

**Statutory Rights and Faulty Goods:** Our “no returns” policy does *not* affect your statutory rights under UK law. If the item you receive is materially **faulty or not as described**, you must inform us immediately (within 48 hours of receipt). “Not as described” means a significant discrepancy in the listed specifications or condition versus what was delivered – it does not cover minor cosmetic impressions that were disclosed or minor variations in timekeeping for pre-owned watches. We double-inspect each watch for proper function and alignment with its description before shipping. In the unlikely event we shipped the wrong item or a watch that is **significantly defective on arrival**, we will work with you to resolve the issue, which may include a repair, replacement, or a return for refund as appropriate. This is **at our discretion and in line with consumer protection laws**. For example, if a watch arrives non-functional (and it was described as working), or with a different model number than purchased, we will correct the error at no cost to you. However, cosmetic issues that were described or shown in photos (e.g., a known scratch on a pre-owned watch) or battery depletion in quartz watches (if not new) would generally not qualify as “faulty” for return purposes.

If a return is authorized due to a misdescription or fault, the watch must be returned to us in the exact condition it was received, with all accessories, boxes, and papers, and using an insured and tracked method we approve. We will provide instructions in such a case. We reserve the right to inspect the returned item and verify the issue before issuing any refund. Any damage, alteration, or wear that was not present when the item was sent out may void the return eligibility.

**No Unauthorised Returns:** No return shipments will be accepted by us without prior written authorization (an RMA – Return Merchandise Authorization). Any unsolicited returns will be refused or held with no action, and the customer will be responsible for arranging return back to themselves. We do not accept in-person returns or drop-offs.

**Examples of Non-Returnable Situations:** To further clarify, here are examples where no returns or refunds will be granted:

- If you **change your mind** after purchase or decide you no longer want the watch.
- If you **find a similar item elsewhere** for less after the sale – we cannot price match or refund the difference post-sale.
- If the watch **does not appreciate in value** or for investment-related reasons. Crown & Quartz is not responsible for market fluctuations.
- If minor issues are present that are considered normal for pre-owned watches (e.g., a watch running within tolerance but you expected perfect timekeeping, or a tiny cosmetic mark consistent with described condition).

- If the watch **does not fit your wrist** or personal style as expected. We provide case size and other dimensions; it's your responsibility to judge suitability. (We can assist with sourcing different strap sizes, etc., but not as a return.)
- **International returns due to customs:** If you refuse delivery or the item is returned due to non-payment of customs duties, this is not a valid return – see Shipping section for handling of those situations.

**Inspection on Delivery:** We encourage you to carefully inspect your watch upon receipt. We check functionality (timekeeping, chronograph functions, date change, etc.) before shipping. If you find any functional problem on arrival, report it to us immediately. Often, issues can be resolved (e.g., setting instructions). If a genuine defect is present, we will assist within the confines of any applicable warranty or your legal rights.

**This Policy is Necessary:** The above No Returns policy is to ensure the integrity and provenance of our watches. Frequent shipping back and forth or short-term ownership can introduce wear or uncertainty about the watch's condition. As a result, we sell on an **'as described' final sale basis** to protect both parties. By purchasing, you agree to this condition. We appreciate our customers' understanding that this policy is standard for many luxury watch resellers and is aimed at providing authenticity and confidence in each transaction.

**Statutory Cooling-Off Period (Distance Sales):** We acknowledge that UK consumer law (Consumer Contracts Regulations 2013) provides a 14-day cooling-off period for many distance sales. However, **this may not apply** in certain cases (for example, if you are purchasing for business/commercial purposes, or if an exception applies). Additionally, by agreeing to our Terms and explicitly confirming the purchase, you may be considered to waive this right in the context of a one-off negotiated luxury item sale. We do not offer a general cooling-off return right. If you believe your purchase should legally qualify for cancellation under those regulations, you must notify us within 14 days of receiving the item. We will address any such request in accordance with the law on a case-by-case basis. Our no-returns policy is **not intended to override your statutory rights**, but rather to clarify our store policy. Should any portion of our no-returns policy be unenforceable under applicable law, the rest of these Terms shall remain in effect.

In summary, **please purchase carefully and responsibly**. All sales are final, and returns or refunds will **only be permitted in exceptional circumstances required by law or explicitly agreed by Crown & Quartz in writing**. If you have any uncertainty, we encourage you to ask questions before buying; we are here to help you make an informed decision.

## **Warranty Disclaimer (No Seller Warranty)**

Unless otherwise stated explicitly, **Crown & Quartz Jewellers Ltd provides no additional warranty on the watches we sell beyond the guarantee of authenticity and initial condition at delivery**. Watches are precision mechanical or electronic instruments that can require maintenance over time. Unless a specific warranty is offered on a particular watch (which would be noted in its description), all watches are sold **"as is" without any warranty by Crown & Quartz for future performance or longevity**.

**Manufacturer or Dealer Warranties:** Some of our watches, particularly those that are **brand new or unworn**, or relatively recent models, may come with a **manufacturer's warranty or**

**an authorized dealer warranty** (for example, a watch originally sold new by an authorized dealer might have a 5-year manufacturer warranty from date of original purchase). If such a **transferrable third-party warranty** exists, it will be described in the listing and the relevant warranty card or paperwork will be included with your purchase. Any **claims under a manufacturer's or dealer's warranty must be made with the manufacturer or the issuing dealer directly** (typically by contacting an authorized service centre), as per the terms of that warranty. Crown & Quartz is **not a party to those warranties and does not assume any responsibility for warranty repairs or services** by third parties. We will of course supply you with any necessary documentation to support a manufacturer warranty claim (e.g., original purchase receipt from the AD if available, or the stamped warranty card).

**No Crown & Quartz Warranty:** Apart from guaranteeing the watch's authenticity and that it matches our description at the time of sale, Crown & Quartz provides **no express or implied warranties** of merchantability, fitness for a particular purpose, or otherwise on any watch. We are **not an authorized dealer** for any brands (and we explicitly disclaim any suggestion of affiliation). Therefore, we do not have manufacturer authorization to service or replace your watch if it has issues down the line. **Any maintenance, repairs, or servicing needs that arise after the sale are the responsibility of the buyer**, at the buyer's expense, unless a separate written agreement is made with us. We do not ordinarily cover things like routine servicing, battery changes, timing regulation, or wear-and-tear that manifest after purchase.

All watches sold are **in good working order at the time of sale** unless stated otherwise. Pre-owned mechanical watches might not keep time to COSC chronometer standards or factory-new precision, but they should be within reasonable tolerance for their age and specification. If a watch is advertised as serviced or with a warranty, that is an exception and will be detailed; otherwise, assume no service history is claimed and no post-sale service warranty is given.

**Water Resistance:** We do not guarantee water resistance on pre-owned watches, even if originally rated as water-resistant by the manufacturer. Gaskets and seals can deteriorate over time. If water resistance is critical for you (e.g., for diving watches), we recommend having the watch pressure-tested by a qualified service centre before exposing it to water. Unless explicitly stated, **no warranty is provided by us regarding continued water resistance** of a watch. Crown & Quartz shall not be liable for any damage caused to a watch by water intrusion after purchase.

**Vintage and Pre-Owned Watches:** Many of our watches are vintage or pre-owned, which means they may have had parts replaced or serviced by previous owners or watchmakers. While we endeavour to ensure originality and disclose if any known aftermarket parts are present, we cannot always guarantee that every component of a pre-owned watch is original or will function without issue indefinitely. Vintage pieces, in particular, should be handled with appropriate care given their age. They may not meet modern standards of accuracy or durability, and are sold as collector's items. No warranty is offered on vintage watches due to the fragility and age of the components.

**Inspection and Testing:** We thoroughly inspect each watch prior to shipping to confirm it is in the condition stated. For mechanical watches, we check basic timekeeping and function at the point of sale, but we do not run multi-day precision tests unless otherwise noted. If a watch includes a recently-serviced movement or our own in-house warranty, that will be described (note: by default, we do *not* include an in-house warranty, unlike some dealers). If any issue is noted during our pre-shipment inspection, we will contact you to arrange a solution (such as a

repair or offering a different piece or a refund, if the issue is significant). Our liability at that stage, if any, is limited to either completing a repair or offering you the choice to cancel the order for a full refund.

**Limitation:** To the fullest extent permitted by law, we **exclude all warranties** and conditions not explicitly provided in these Terms. Specifically, we make no warranty that the watch will be suitable for any particular purpose, that it will continue to function without servicing, or that it will be free from defects indefinitely. However, nothing in this clause affects any **statutory warranties or guarantees** which by law cannot be excluded or limited (for instance, for consumers, the watch should be of satisfactory quality and as described at the time of sale).

In summary, **Crown & Quartz does not offer its own ongoing warranty** on pre-owned watches. **Any warranties that exist are those provided by the original manufacturer or possibly a third-party insurer or service, and are between you and them, not us.** You are purchasing the watch *as a collectible or wearable item in the condition described at sale, with no expectation of further support.* We stand by the authenticity and described condition at the point of sale, but after that, the maintenance is up to you.

## Watch Sourcing Services

In addition to selling watches from our inventory, Crown & Quartz offers a **watch sourcing service**. This means that if you are looking for a particular timepiece not currently listed in our stock, we may agree to search for that watch on your behalf using our network of dealers and collectors. The following terms apply to our sourcing service:

- **Separate Agreement:** Watch sourcing is typically handled under a separate understanding or agreement between you and Crown & Quartz, because details can vary case by case (such as the required deposit, target price range, timeframe, etc.). However, these Terms and Conditions still apply to any resulting sale of a sourced watch, in addition to any specific terms we agree on for the sourcing engagement.
- **Enquiry and Deposit:** If you request us to source a watch, we will discuss your requirements (brand, model, reference, condition, budget, etc.) and let you know if it's feasible. In most cases, we will require a **refundable deposit** before commencing a search, especially for very specific or high-value pieces. The amount of deposit and conditions for refund (for example, if we cannot find the watch within a certain period) will be agreed in writing. This deposit demonstrates your serious intent and helps cover the effort and any costs we might incur in the search. If we find the watch you requested and you then decide not to proceed with the purchase, we reserve the right to retain part or all of the deposit to cover our costs, unless otherwise agreed.
- **No Guarantee of Success:** While we will use reasonable efforts, **we do not guarantee that we will be able to find the exact watch you want** (especially within a specific timeframe or price). The luxury watch market can be unpredictable. We will communicate with you regularly about any leads or opportunities. If time is of the essence (for example, for a gift by a certain date), please make that clear, but understand we cannot conjure rare watches on demand. Any indicative pricing we give for a sourcing target is an estimate; the actual price might vary once a piece is located and its condition evaluated.
- **Right to Decline:** We reserve the right to decline a sourcing request, for example, if the watch is exceedingly rare or the budget is unrealistically low for the request, or if fulfilling the request would require us to engage in practices we are not comfortable

with. There are some models or situations we might not handle (e.g., extremely obscure vintage pieces requiring travel to inspect). We will be honest with you about feasibility.

- **Sourcing Outcome:** If we locate a watch that meets your criteria, we will provide you with full details (condition, price, source, etc.). You are not obligated to buy it until you confirm, but your deposit may be forfeit if you reject a find that reasonably met the agreed criteria (this will be clarified in our sourcing agreement). Once you agree to purchase the sourced watch, the transaction will proceed similarly to any other sale through Crown & Quartz (with invoice, payment, etc.). We will typically either bring the watch into our possession first for inspection, or arrange a secure escrow or direct shipment from the source – this will depend on the scenario, but in all cases we will ensure authenticity verification before you pay the balance.
- **Commission or Fee:** Crown & Quartz may charge a sourcing fee or commission, especially if the sourcing involves considerable effort or the watch is being purchased from a third party on your behalf. This fee would either be built into the price we quote you or stated separately. We will be transparent about how our sourcing fee is determined (it could be a flat fee or a percentage of the watch's price). In many cases, our profit comes from the difference between what we negotiate with the source and the price we quote you, rather than an extra invoice line-item; but if a separate fee is agreed, that will be clearly itemized.
- **Consignment vs. Sourcing:** Note that sourcing is different from consignment (where you have a watch to sell – see next section). In sourcing, we are effectively acting as your finding agent and then seller of the found watch. Legally, once we find the watch and you agree, we may buy it ourselves and resell to you, or facilitate a direct sale. We will ensure clarity on the mechanism to protect all parties.

All sourced watch sales are final under the same **No Returns** policy above, so we will be extra diligent to ensure the watch meets your expectations before finalizing. You will typically have the opportunity to review photos or even see the watch in person (when feasible) prior to committing to the purchase.

## Consignment Services

Crown & Quartz also offers a **consignment service** for clients who wish to sell their own luxury watches. Under a consignment arrangement, you (the owner) would entrust your watch to us, and we will sell it on your behalf to a buyer, for an agreed fee or commission. The following outlines our consignment terms in general (specific terms will be detailed in a separate Consignment Agreement):

- **Consignment Agreement:** Before we accept a watch for consignment, we will sign a **Consignment Agreement** with you. This agreement will specify details such as the identification of the watch, its agreed minimum sale price or reserve price, our commission rate or selling fee, the consignment period (how long we'll hold the watch for sale), and any other relevant conditions. These Terms and Conditions will supplement the consignment agreement where applicable, but if there is a conflict, the specific consignment agreement terms will prevail for that transaction.
- **Ownership and Title:** You retain title to the watch while it is on consignment with Crown & Quartz – we act as your agent in finding a buyer. You must warrant that you are the lawful owner of the watch, with full rights to sell it, and that the watch is authentic and as described. We may require proof of purchase or provenance, especially for high-value pieces, and we will inspect and authenticate the watch ourselves before

accepting it. While we have possession of the watch, we will insure it for its agreed value, and take reasonable care to protect it (e.g., storing it in a safe or secure vault). However, the risk of ownership (for example, market fluctuations, or if the item doesn't sell) remains with you until a sale is completed.

- **Pricing:** We will mutually agree on either a specific asking price or a price range for sale, often including a **minimum net price** you wish to receive (a “reserve”). We may advise a realistic market price based on our expertise. If we receive offers below the agreed price, we will consult you. We will not sell for less than your agreed minimum without your permission. In some cases, we might agree to lower the commission if we must reduce price to effectuate a sale – all such scenarios will be transparently discussed. Ultimately, our goal is to sell at the best possible price for both you and us.
- **Commission/Fee:** Our consignment commission (our fee for selling your watch) will be a percentage of the final selling price or a flat fee, as agreed upfront. It typically ranges based on the watch's value and market demand. This commission covers our services including photography, advertising on our site or other marketplaces, handling buyer inquiries, packaging and shipping to the buyer, etc. The Consignment Agreement will spell out the commission rate. There are no other hidden fees unless stated (e.g., if your watch needs servicing or repairs before sale, we can arrange it at your cost with approval).
- **Consignment Period:** Consignment arrangements usually last for a defined period (for example, 60 or 90 days). If the watch hasn't sold within that period, we may discuss adjusting the price, or the agreement may allow either party to terminate and have the watch returned to you. If the agreement ends and the watch is returned, any costs (such as return shipping or agreed insurance) may be chargeable to you. During the consignment period, you should not list or try to sell the watch elsewhere, and if you decide you want it back before the period ends, notice may be required and our commission might still apply if a buyer had already expressed interest due to our efforts.
- **Payment to Owner:** Once the watch sells and the buyer's payment has been received in full and cleared, Crown & Quartz will remit your portion (the net proceeds) to you, typically within a certain number of days as defined in the consignment agreement (often 7-14 days to allow for any buyer payment clearance and the lapse of any return period if it were a consumer sale with rights – note: if we sell to a consumer, we might wait 14 days from their receipt to ensure they do not exercise any statutory return right, if applicable, before releasing funds to the consignor). We usually pay via bank transfer to your nominated account. We will provide you a statement showing the sale price, less our commission and any agreed expenses, resulting in the net payment to you.
- **Unsold Items:** If the watch does not sell within the agreed consignment period, we will discuss with you whether to extend the period, return the watch, or adjust pricing. If returned, we'll ship it insured to you at the address provided. You will need to sign acknowledging receipt. If you choose to remove the watch from consignment early (before the end of the agreed term), and we have incurred costs (e.g., paid for a professional service or appraisal), you may be responsible for those costs.
- **Liability:** We assume liability for the watch's safety while in our possession (subject to insurance coverage limits). However, we do not guarantee that a buyer will be found or that the watch will sell. We are not liable for any loss in market value if a watch doesn't sell or if market conditions change. Our only obligation is to return your watch if unsold (or pay you the proceeds if sold). Furthermore, if a buyer defaults or a sale falls through (e.g., their payment bounces), we will either find a new buyer or return the watch; we won't pay you until we actually receive a valid payment from a buyer. If a buyer returns the watch to us under a statutory right or agreed dispute (though we

generally don't allow returns, there could be rare cases like authenticity disputes), we will notify you and essentially unwind the sale – you would need to return any funds received or we hold them against returning the watch to you.

- **Authenticity and Condition:** By consigning, you assert that the watch is authentic and that all descriptions you provide are truthful. If the watch is found to be a counterfeit or significantly not as described, we will cancel the consignment. If that is discovered after a sale, you agree to refund us and take the watch back, as we will have to refund the buyer. Essentially, you indemnify Crown & Quartz for any losses or reputational damage arising from any misrepresentation in the watch you consign. We typically authenticate and inspect consigned watches (sometimes using third-party watchmakers) precisely to prevent such issues.

Consigning with Crown & Quartz is a way to leverage our marketplace reach and expertise to get a fair value for your watch without dealing with the hassle of selling it yourself. We aim for a transparent and mutually beneficial process. Full consignment terms will be provided and agreed upon when you choose to use this service.

*(Note: The above consignment section is intended for the owner of a watch considering using our services, and may not apply to you as a buyer. It's included here for completeness of our Terms as they appear on our site.)*

## Privacy and Data Protection

Your privacy is important to us. Crown & Quartz Jewellers Ltd is committed to protecting your personal information and using it only in accordance with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

**Personal Data Collected:** In the course of doing business, we may collect and process certain personal data from you. The typical information we ask for includes: **your name, telephone number, email address, and shipping/billing address**. We collect this information directly from you (for example, when you fill out an inquiry form, place an order, or communicate with us). We do **not** collect or process sensitive personal data that is not necessary for the transaction. For instance, we do not require your date of birth, national insurance number, or any government ID numbers unless needed for a specific reason (such as customs documentation, in which case we would ask and use it only for that purpose).

**Use of Personal Data:** The personal details you provide are used solely for **legitimate business purposes**, namely:

- **Communication:** We use your phone number or email to correspond with you about your inquiry or order (e.g., answering questions about a watch, sending invoices, providing shipping updates or tracking information).
- **Order Fulfilment:** We use your name and address to arrange delivery of your purchased watch. This may involve sharing your name, address, and phone number with our trusted courier partners for shipping purposes.
- **Record-Keeping:** We retain invoices and transaction records as required for accounting and legal purposes. These records will contain your contact details as needed to document the sale.

- **Customer Service:** If you contact us with post-sale inquiries (for example, requesting an insurance appraisal or assistance with a warranty claim), we will use your information to assist you.

We **do not use your personal data for marketing** unless you have expressly consented to such (for example, if you sign up for a newsletter, which we don't currently operate, or ask us to notify you of certain watches becoming available). We do not engage in unsolicited marketing emails or text messages. We also **do not sell or rent your personal information to any third parties** for marketing or any other purposes.

**Data Security:** We implement appropriate technical and organizational measures to protect your data against unauthorized access, alteration, or deletion. For example, our inquiry forms or payment communications are handled through secure channels. Internally, access to personal data is limited to personnel who need it to perform their duties (e.g., the sales team preparing your shipment). We keep digital records on secure servers and paper records (if any) in locked files.

**Data Retention:** We will retain your personal information only for as long as necessary to fulfil the purposes we collected it for, including any legal, accounting, or reporting requirements. Typically, transaction records are kept for at least 6 years (as required by UK tax law). Inquiry communications that do not lead to a sale may be purged periodically to maintain privacy, unless there's a legitimate interest in retaining them (for example, if you asked to be notified of future availability of a product).

**Cookies and Tracking:** For your privacy, **our website does not use tracking cookies or analytics scripts that collect personal data.** We have designed our site primarily as a showcase and contact portal, and at present we do not use Google Analytics, Facebook pixels, or similar tracking technologies that many sites use. In fact, **we don't use cookies at all for tracking or marketing.** The site may use a minimal session cookie for basic functionality (such as remembering your inquiry form inputs while you navigate pages), but we do not store or exploit that data – and no cookie on our site is used to identify you or track your behavior beyond your current session. By not using tracking cookies, we ensure that visiting our site does not trigger targeted ads elsewhere or collect unnecessary data. *(If in future we implement analytics to improve our service, we will update our cookie policy and seek consent where required.)*

Because we do not use non-essential cookies, we presently do not show a cookie consent banner – as our site's cookies, if any, are strictly functional and not personally identifiable (and thus exempt from consent requirement). If you navigate from our site to third-party sites (for example, clicking a link to a watch brand's homepage or a review), those sites will have their own cookie and privacy policies. We encourage you to read their policies; Crown & Quartz is not responsible for the content or privacy practices of external websites.

**Third-Party Data Sharing:** We treat your personal data with confidentiality. We will share it with third parties only in limited scenarios:

- **Couriers and Logistics:** As mentioned, your address and contact phone will be shared with shipping companies to deliver your order. They are not allowed to use this information for any purpose other than delivering the package.

- **Payment Processors and Banks:** If you pay by card or bank transfer, the transaction will naturally involve your data being processed by banks or payment gateways. For example, if we send you a secure payment link, the payment provider will handle your card details – we never see your full card information. These entities have their own legal obligations to secure your data.
- **Legal Requirements:** We may disclose information if required by law or lawful request by public authorities (for example, for fraud investigation, anti-money laundering checks, or tax audits). Crown & Quartz complies with UK law, including anti-money laundering regulations for high-value dealers; as such, for very large cash transactions (which we generally don't do) or suspicious inquiries, we might have to gather and possibly report certain information as required by law.
- **Professional Service Providers:** We use professional services like accountants or lawyers. They might see transaction records that include your personal details, but those professionals are also bound by confidentiality and data protection duties.

**Your Rights:** As a data subject, you have rights over the personal data we hold about you, subject to certain conditions. These rights include:

- The **right to access** your data (you can ask us for a copy of the information we hold about you – commonly known as a Subject Access Request).
- The **right to rectification** (if any information is inaccurate or incomplete, you can request we correct it).
- The **right to erasure** (“right to be forgotten” – you can request deletion of your data, which we will comply with unless we have a lawful reason to retain it, such as a transaction record we are required to keep).
- The **right to restrict processing** (you can ask us to pause processing if you contest its accuracy or have objected).
- The **right to object** to processing (particularly for direct marketing, which we don't do without consent anyway).
- The **right to data portability** (for any data you provided to us, you can request to receive it in a structured, commonly used format).

To exercise any of these rights, please contact us at the contact details provided on our website (e.g., via email). We will respond in accordance with the law, typically within one month. For security, we may need to verify your identity before releasing or deleting data.

**Data Breach Policy:** Although we do our utmost to secure your data, in the unlikely event of a data breach that poses a risk to your rights and freedoms (e.g., a hack that exposes personal details), we will comply with applicable laws regarding breach notification. This may include informing the UK Information Commissioner's Office (ICO) and, if necessary, informing you as well.

**Consent:** By providing your personal information to us and using our services, you **consent to the collection and use of your information** as outlined in these Terms (and any more detailed Privacy Policy we may have). If we ever seek to use your data for a new purpose not outlined here, we will seek your consent if required.

For any questions or concerns regarding your privacy or our data practices, you can contact us at the email or phone number listed on our site. Additionally, you have the right to lodge a

complaint with the ICO (or your local supervisory authority if outside the UK) if you believe we have mishandled your data.

*(Note: Our separate Privacy Policy, if published, provides further details on how we handle user data. These Terms summarize key points especially relevant to transactions.)*

## Intellectual Property and Site Use

**Website Content:** All content on the Crown & Quartz website – including text, descriptions, photographs of watches, graphics, logos, layout design, and any other materials – is the **intellectual property of Crown & Quartz Jewellers Ltd** or is used by us under license/with permission. This content is protected by copyright, trademark, and other intellectual property laws. **You are not permitted to reproduce, distribute, modify, or publish any content from our site** without our prior written consent. You may, however, print or save pages from the website for your personal use (for example, saving a description for reference), but not for commercial use or republication.

**Trademarks:** “Crown & Quartz” and our logo are trademarks/servicemarks of Crown & Quartz Jewellers Ltd. All other trademarks on the site, such as the brand names and logos of watch manufacturers (Rolex, Patek Philippe, Omega, etc.), are the property of their respective owners. Crown & Quartz is **not affiliated with, authorized by, or endorsed by any of those manufacturers**. Use of any third-party trademarks on our site is purely nominative – i.e., to identify the products being sold. The presence of brand names is not intended to imply that those companies have approved our offerings (in fact, many luxury watch brands do not authorize resale of new products by third parties). Buyers should note that manufacturer warranties might be void on grey-market items (though we mostly sell pre-owned, which typically either have no active warranty or just the remaining balance).

**Permissible Use:** You agree to use our website only for lawful purposes and in accordance with these Terms. You shall not attempt to gain unauthorized access to any part of the site or our systems, and you shall not use the site in a manner that could disable or impair it for others. Scraping of data, excessive use of site search functions in an automated manner, or using bots to send inquiries are prohibited. Likewise, harassing or offensive messages through our contact forms are forbidden. If the website offers any interactive features (like reviews or comments), you must not post content that is defamatory, obscene, infringing, or otherwise injurious to third parties.

We reserve the right to terminate or restrict your access to the site if we suspect misuse or malicious activity. We also may block certain IP addresses or ranges if we detect scraping or attacks. By using the site, you agree not to reverse-engineer its software or violate our security measures.

**Linking and Framing:** You may create a hyperlink to our website’s homepage **for non-commercial purposes** (e.g., you have a personal blog and mentioned us), provided it is fair and legal and does not damage our reputation or take advantage of it. However, you must not present the link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You may not “frame” our site within another site or use any meta tags or hidden text using our name or trademarks without our express consent.

**Third-Party Links:** Our website might occasionally contain links to external websites or resources for your convenience (for example, links to reviews, articles, or manufacturer sites). These links are provided for reference only. Crown & Quartz has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Clicking on external links is at your own risk, and you should review the terms and privacy policies of any third-party sites you visit.

**User Content:** If you submit any content to us via the website (for example, a testimonial, review, or comments), you grant Crown & Quartz a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, modify, and publish that content in any media, in connection with promoting our services. You also agree that such content will not violate any rights of any third party. We do not typically host user forums, but if we did, we would moderate content and reserve rights to remove inappropriate material.

## Limitation of Liability

**Use of Site:** Crown & Quartz Jewellers Ltd strives to ensure that our website is safe, secure, and free of errors. However, **use of the website is at your own risk.** We do not guarantee that our site will be available at all times or free from viruses or other harmful components. It is your responsibility to use up-to-date antivirus and security software. **We shall not be liable for any damage to your computer system or loss of data that results from use of our website,** to the fullest extent permitted by law.

**Exclusion of Indirect Damages:** In connection with your purchase or use of our services, **Crown & Quartz shall not be liable for any indirect, incidental, special, punitive, or consequential losses or damages.** This includes, for example, loss of future profits, loss of business opportunity, loss of goodwill, or loss of data, even if we have been advised of the possibility of such damages. Our business is the sale of watches, and under no circumstances do we assume liability for economic expectations beyond the value of the product itself.

**Liability Cap:** To the fullest extent permitted by applicable law, **the maximum liability of Crown & Quartz Jewellers Ltd arising out of any sale of a watch to you shall be limited to the amount you paid us for that watch.** In other words, if you make a claim against us for any reason (whether in contract, tort, or otherwise), our liability will not exceed the purchase price you paid for the item in question. For example, if you claim that a watch was misrepresented (and we accept that claim), your remedy would be at most a refund of what you paid (subject to return of the item), and not additional damages. We do not, under these Terms, assume liability for any higher amounts.

**No Liability for Delays or Failure Beyond Control:** We will not be liable for any failure to perform, or delay in performance of, any of our obligations (such as delivering a watch by a certain date) if such delay or failure results from events, circumstances or causes beyond our reasonable control. This includes, but is not limited to: acts of God, natural disasters, pandemics, war or terrorism, labour disputes, governmental actions, failure of telecommunications networks, or the failure of our suppliers or courier partners to perform. In such an event, our obligations are suspended for the duration of the event. We will communicate with you and do our best to mitigate the effects, but ultimately we are not responsible for such extraordinary events.

**Product Liability:** We do not design or manufacture the watches we sell. We simply resell authentic watches made by various manufacturers. Therefore, **we cannot accept liability for any defect in manufacturing or design of the watch** (such as an inherent mechanical flaw that causes damage or injury). Any such liability lies with the original manufacturer under their product warranty (if any) or product liability law. For example, if a watch were to malfunction and cause damage (perhaps a battery leak or a sharp part causing injury), that is outside the scope of our contract; however, if you alerted us, we would assist in contacting the manufacturer. By purchasing, you acknowledge that our role is as a reseller and not the maker of the product.

**No Liability for Subsequent Repairs or Modifications:** If you or any third party (such as a watchmaker) alters or repairs the watch after you receive it, Crown & Quartz cannot be held responsible for any damage or issues that arise from that work. Opening a watch (especially by non-authorized personnel) can void warranties and introduce problems; we advise caution and professional service. But any costs or losses from maintenance or modifications are on you.

**Website Information:** While we aim for accuracy, **Crown & Quartz is not liable for minor errors or omissions in the website content.** If an error in description or pricing is noticed prior to shipping, our responsibility is to inform you and correct it (with your option to cancel), as noted earlier. We will not, however, owe damages for the error itself (e.g., you will not be able to claim some form of compensation for an incorrect listing beyond having the option to unwind the deal). We disclaim any liability for outdated information – we do periodic reviews, but a watch listing might inadvertently be left live after sale, etc. If you rely on any content on the site (including blog-style articles if any), you do so at your own risk.

**Third-Party Services:** If as part of a transaction, we facilitate a service by a third party (such as an independent escrow, inspection by a third-party authenticator, or using an external payment financing option), any issues arising from those services are primarily between you and that third party. We will of course try to help, but we do not accept liability for their actions. For instance, if you use a financing partner (credit provider) found through our site and later have a dispute with them, that is outside our contract with you for the watch purchase.

**Your Obligations:** We also expect that you will use and care for your purchased watch responsibly. We are not liable for damage or loss of the watch once it is in your possession. Insurance of the watch after delivery is up to you. If you drop the watch, misuse it (e.g., swim with it with the crown open), or otherwise cause damage, we cannot be held accountable. We advise obtaining appropriate insurance coverage for valuable watches.

**No Liability for Personal Injury:** We have no reason to believe any watch would cause personal injury, but in the interest of thoroughness: you use the watch at your own risk. If you have an allergy (for example, some people are allergic to certain metals in watch cases or bracelets), it's your duty to check the materials or ask us; we cannot be liable for allergic reactions or skin irritations from the watch. Similarly, if a watch has radium lume (very old vintage watches) or other potentially hazardous materials, we will typically warn about it, but by purchasing such an item, you assume any risks inherent in collecting vintage pieces.

**Non-Excludable Liability:** **Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury caused by our negligence, or the negligence of our employees or agents; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by law.** In other words, if law says we can't avoid liability

for something, these Terms will not be construed to do so. For instance, under UK law, we cannot contract out of liability for selling a product that is unsafe and causes injury due to our negligence. But since we don't manufacture, this is unlikely. Still, that clause is a standard legal safeguard.

**Indemnity:** You agree to indemnify and hold harmless Crown & Quartz Jewellers Ltd and its directors, employees, and agents from any claim, demand, losses or damages (including legal fees) arising out of your breach of these Terms, your violation of any law or rights of a third party, or your misuse of our website or services. This means if you do something that causes us to be sued or suffer loss (for example, you knowingly sell us a counterfeit watch on consignment and we then have to refund a buyer and deal with legal issues), you will reimburse us for the costs and damages.

This Limitation of Liability section survives termination of the contract. Even after a sale is done or if you stop using the website, these limits on liability remain in effect regarding that transaction or use.

## Errors and Omissions

While we have touched on this in prior sections, we dedicate a section to reinforce: **Crown & Quartz is not responsible for typographical errors or inadvertent mistakes** on our website or communications. We are human and, despite careful proofreading, errors in pricing, descriptions, or availability may occur. **If an error is discovered, we will correct it promptly.** In the case of a pricing error discovered *after* you have placed an order but *before* dispatch, we will inform you of the correct price and you will have the option to proceed at the correct price or cancel for a full refund – we will not “surprise” you with extra charges without your consent. If we cannot reach you, we may treat the order as cancelled if we cannot in good conscience fulfil it at the erroneous price.

**Product Descriptions:** Occasionally, our product listings might contain inaccuracies or missing information (for example, a typo in a reference number, or a mistake in listing a feature like water resistance depth). If you notice something that doesn't seem right, we encourage you to ask us before purchasing. We prefer to clarify beforehand to avoid any disappointment. You should not solely rely on a single data point if it seems odd; cross-check or reach out to us. **We do not warrant that all descriptions on the site are entirely accurate or current,** although we certainly strive for it.

**Website Functionality:** The site may also display erroneous stock levels or allow you to send an inquiry on an item that is no longer available. Such situations are unfortunate but possible (e.g., browser caching an old page, or a sold item not yet marked). As stated, no contract is binding until we confirm availability and accept the order.

**Colour and Images:** We photograph watches under natural or studio lighting to best represent them. However, different monitors or devices may render colours slightly differently. Also, pictures may not capture every fine detail. We are not liable for slight colour variations or appearance differences between the photo and the real item. If an aspect like dial colour or condition nuance is critical to you, please ask for clarification. We can sometimes send additional pictures or videos. We want you to have a clear idea of what you will receive.

**Catalogue and Promotional Material:** If any catalogues, brochures, or promotional materials contain information that conflicts with our website or these Terms, the website/Terms information should be considered most up-to-date. Printed materials can become outdated; always refer to the latest info online or directly from us.

**Corrections:** Crown & Quartz reserves the right to **update information, correct errors, or omissions, and change or update content at any time without prior notice.** This includes information related to pricing, availability, and product descriptions. We might do this even after an inquiry is received (again, subject to your right to cancel if the corrected info is not acceptable). We will not, however, change a concluded contract's terms unless both parties agree (except as needed to correct a mutual mistake or a legality).

In summary, while we aim for perfection, errors or omissions may occasionally slip through. We appreciate your understanding and will always act in good faith to rectify any issues that arise from such mistakes.

## **Amendments and Waivers**

**Changes to Terms:** Crown & Quartz may amend or update these Terms and Conditions from time to time. If we do so, the updated version will be posted on our website with a new effective date. Updated Terms will not retroactively affect contracts already in progress (unless required by law), but they will govern any new transactions or uses of the site after the effective date. **It is your responsibility to review the Terms for any changes** when you visit the site or engage in a new transaction. If you do not agree with any revised Terms, you should not continue to use the site or services. By continuing to use the site or by placing orders after revisions are posted, you signify your agreement to the updated rules.

**No Waiver:** If Crown & Quartz chooses not to enforce or delays enforcement of any provision of these Terms in a particular instance, that does **not** constitute a waiver of our right to enforce that provision (or any other provision) in the future. For example, if you breach a term and we do not immediately act on it, we still reserve the right to enforce it later or in another situation. Any waiver of rights by us would have to be in a written notice specifically stating it is a waiver.

**Severability:** If any provision of these Terms and Conditions is found by a court or competent authority to be invalid, illegal, or unenforceable for any reason, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and if such modification is not possible, it shall be severed (removed) from these Terms. In any event, the remaining provisions of the Terms will continue in full force and effect. In plain terms, an invalid clause in these Terms will not void the entire contract – just that part will be null, and everything else remains binding.

**Entire Agreement:** These Terms and Conditions, along with any document expressly referred to within them (such as an invoice or consignment agreement), constitute the **entire agreement** between you and Crown & Quartz with respect to their subject matter. They supersede and extinguish all prior understandings, agreements, representations, or warranties (whether oral or written) relating to the sale and purchase of goods or use of the website. You acknowledge that you have not relied on any statement or representation by us or our staff that isn't set out in these Terms (or written in the order details), and we aren't liable for any such

extraneous statements (unless made fraudulently). Changes or additions to a contract must be agreed in writing (for example, via email confirmation of a special request).

**Assignment:** Crown & Quartz may assign or transfer our rights and obligations under a sale contract or these Terms to another suitable party (for instance, if the business is sold or we engage a fulfilment partner to handle certain aspects). We will notify you if such an assignment occurs. Such an assignment will not affect your rights under the contract. You, however, may not assign, transfer, or sub-contract any of your rights or obligations under a contract for purchase without our prior written consent. The contract is personal to you as the buyer.

## Governing Law and Dispute Resolution

**Governing Law:** These Terms and any contracts for the purchase of goods through Crown & Quartz are governed by the **laws of England and Wales**. This means that the interpretation and effect of these Terms will be determined in accordance with English law, and any issues not expressly addressed in these Terms will also default to the relevant English laws (for example, the Sale of Goods Act or Consumer Rights Act where applicable to a consumer transaction).

**Jurisdiction:** You and Crown & Quartz agree that the courts of **England and Wales shall have exclusive jurisdiction** to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or any sale of products between us. If you are a consumer residing elsewhere (for instance, in Scotland or Northern Ireland, or outside the UK), you may additionally have the right to bring proceedings in your country of residence under applicable consumer laws. However, by these Terms we do not voluntarily submit to the jurisdiction of courts outside England and Wales, except as such jurisdiction may be mandated by international consumer protection rules.

If you are a business/corporate purchaser, or a consumer outside any specific protections, the above jurisdiction is intended to be binding exclusively. We prefer any dispute to be heard in the English courts given our location.

**Dispute Resolution:** We sincerely hope to never have disputes with our customers. If you have any complaint or issue, we encourage you to contact us first to attempt an amicable resolution. We pride ourselves on customer satisfaction and will do our best to address any concerns fairly and quickly. In the unlikely event we cannot resolve an issue between us, you may consider alternative dispute resolution (ADR) methods. We are not obligated to engage in ADR, but we would be open to mediation or arbitration if both parties agree. If a dispute cannot be resolved by agreement, then it will ultimately be resolved in court as per the jurisdiction above.

For consumers in the UK/EU: The EU provides an Online Dispute Resolution (ODR) platform which can forward your complaint to an appropriate ADR entity. While the ODR platform exists (<http://ec.europa.eu/odr>), given that we do not typically sell via a structured online checkout, it might not directly apply, but we mention it for transparency. You can always email us your concerns and we'll respond personally.

**Legal Fees:** In any litigation arising out of a contract, generally each side will bear its own legal costs, except where a court awards costs to the prevailing party (as per normal court rules).

