

TERMS AND CONDITIONS OF SALE ("TERMS OF SALE") FOR PRODUCTS PURCHASED FROM GLOBAL-E NL

These Terms of Sale establish the conditions for the sales made between any individual (acting for purposes which are wholly outside that individual's trade, business, craft or profession, referred to as "you") wishing to make a purchase of BREITLING products ("**Products**" or "Product") or BREITLING services ("**Services**" or "Service") from www.breitling.com (the "**Online Store**") and Global-e NL B.V., a Dutch company registered under number 72541466, having its registered office at Krijn Taconiskade 430 1087 HW Amsterdam The Netherlands ("**Global-e**") operating as the seller.

These Terms and Conditions form a binding contract between you and Global-e. These Terms of Sale do not create any responsibilities or liabilities for BREITLING Europe BV or its affiliates in respect to you unless expressly stated otherwise.

You agree that you act as a final consumer and that you buy the Products only for personal, family or household use.

Only BREITLING products or BREITLING services sold on the Online Store are referred to as "Products" or "Services". BREITLING products or BREITLING services which are sold on other websites or offline do not fall under the definition of "Products" or "Services" and will remain at all times under the applicable terms of sale of such other websites or offline sales.

For convenience purpose, the original English version of the Terms of Sale has been translated in multiple language versions. In the event of inaccuracies or omissions, and to the extent permitted by law, you agree that the English version is the authoritative version which may serve as basis for the interpretation of the other versions.

1. About These Terms of Sale

These Terms of Sale (including Global-e's Privacy Policy referred to in Section 11 below) only apply to purchases made in the Online Store when Global-e operates as the seller.

These Terms of Sale may be changed from time to time. The effective date of such change will be stated above. Any changes to the Terms and Conditions will only apply to orders placed on or after the effective date.

BY PLACING AN ORDER FOR PRODUCT(S) or SERVICE(S) YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS OF SALE.

2. Placing an Order

To place an order for BREITLING Products or BREITLING Services at Global-e, you need to proceed as follows:

2.1 Placing an Order for Products

Global-e has agreement with BREITLING, to make BREITLING's Products available to you for purchase from, and delivered by Global-e. This allows you to buy such Products from Global-e in your local currency and at a price that includes any applicable sales taxes (such as VAT), plus international delivery costs and fees ("**Delivery Costs**") and, if available for pre-payment, any import duties, tariffs and similar fees that may be imposed by the delivery destination country ("**Import Charges**"). It will be identified at the checkout (or similar) facility ("**Checkout**") whether Import Charges will be pre-paid for you. Unless otherwise stated at the Checkout, the Import Charges will be pre-paid for you.

You are advised that the characteristics of the Products you are buying from Global-e, as well as the price, Delivery Costs and (if available for pre-payment) Import Charges, shall be those displayed to you by Global-e at the Checkout, operated by Global-e on BREITLING's Online Store you were browsing. Please make sure you review your Checkout page so that you can identify and correct any input errors.

Personalise by engraving: Breitling may, at its sole discretion, offer to you for certain Breitling Products the possibility to customize your Breitling Product with an engraving. When this option is available, it will be shown to you during the check-out process. You, as the Customer, will be asked to provide the content to be engraved and will be responsible for the correctness of the content, for which Breitling does not assume any liability. Please note that the pre-view is only for indicative purposes and that the final result might differ in size, font, or appearance. Breitling may reject at its sole discretion orders of Breitling Products containing engravings that are in breach with Breitling's technical requirements and specifications or are unlawful, objectionable or contrary to Breitling's brand image or policies. Please note the exceptions with regard to the right of withdrawal. Note that customized or engraved Breitling Products cannot be returned to Breitling for a refund.

By placing an order via the Checkout ("Order"), you acknowledge that the seller is Global-e and not BREITLING, and that upon successful verification by Global-e of your Order and payment information, Global-e will buy the Products from BREITLING and resell it to you in accordance with these Terms of Sale.

Browsing for Products is done on the Online Store. You place the Order for selected Products by using the Checkout ordering process. This involves selecting the Products, placing it in the shopping bag/ basket operated on the Site and transmitting the Order by clicking on the **"PAY AND PLACE ORDER"** button (or similar button) through the Checkout. This process permits you to check and amend any errors before making an Order by using the "back" button.

Please note that Orders can only be placed by non-trading individuals. Therefore, we will not accept Orders placed by companies, associations, independent contractors or any other kind of legal entity.

To be able to buy Product(s) you have to:

- provide your name and address, phone number, email address, payment details and other required information;
- be at least of the age legally required under local law where you are resident to bind yourself legally to these Terms of Sale.

In case you created an account with a personal user identification and password, keep your password protected at all times and do not disclose it to anyone else as you are personally responsible for each purchase made using your user identification and password.

2.2. Placing an Order for Services:

As an additional service, BREITLING is offering registered clients the possibility to purchase an extension of the Breitling International Warranty and/or the Breitling International Manufacture Movement Warranty on <https://www.breitling.com> (each referred to as "Breitling Warranty Extension"), covering your Breitling watch or chronograph against any manufacturing defect for an additional period of time as set out under the terms and conditions available here <https://www.breitling.com/zz-zz/service/international-warranty/>.

Global-e has an agreement with BREITLING, to make the Warranty Extension available to you for purchase directly from Global-e. This allows you to buy such Services from Global-e in your local currency and at a price that includes any applicable sales taxes (such as VAT), as applicable indicated to you at the check-out.

2.2.1 Ordering the Warranty Extension from Global-e

In order to be able to purchase the Warranty Extension for a Breitling watch which you already have on hand, you will need to sign up for "My Account" on at BREITLING's website on <https://www.breitling.com/zz-zz/my->

account/login/ ("Breitling Account") and register the watch/chronograph. If you do not have a Breitling Account yet, you can sign up here.

After registration, Breitling will validate and in case a Warranty Extension will be available for your watch/chronograph (provided the watch or chronograph will still be under valid Breitling International Warranty) the option to purchase the Warranty Extension will be displayed to you in "My Account". To proceed with the purchase you will need to click the link and follow further instructions.

Furthermore, if applicable in your country of residence, the option to purchase a Warranty Extension will be displayed to you during the check out process of purchasing a new watch/chronograph on www.breitling.com.

2.2.2 Warranty rights granted to you based on Breitling's Warranty Extension

The Breitling International Warranty Extension takes effect on the next day following the day of expiration of the Breitling International Warranty and/or the Breitling International Manufacture Movement Warranty and will be honored by authorized Breitling partners worldwide.

2.2.3 Further limitations

Breitling Warranty Extension is an additional service which you can only purchase for a Breitling watch and/or Chronograph which is still under valid Breitling International Warranty and/or Breitling International Manufacture Movement Warranty.

Breitling Warranty Extension is a one-time extension only and cannot be combined with a second Breitling Warranty Extension for the same Breitling watch and/or Breitling chronograph.

For Breitling Warranty Extension, same Exceptions as for Breitling International Warranty and/or Breitling International Manufacture Movement Warranty apply.

For the Warranty Extension, the price on the date of purchase, displayed to you at the check-out and confirmed by Breitling in your order confirmation email, applies.

2.2.4 Country specific limitations

The following limitations apply to the following countries:

Slovakia: The Warranty Extension can only be purchased within 30 days following the purchase of the watch and/or chronograph.

3. Order Processing and Contract conclusion

Once you have placed your Order, **Global-e will promptly acknowledge your Order by sending you an email** which will contain the relevant details of your Order ("**Order acknowledgement**"). Please note, this does not constitute Global-e's acceptance of your Order to buy the Product or Service – it only constitutes our acknowledgement of your Order. Global-e does not accept your Order (and therefore make no commitment to provide you with the Products or Services), and no contract for the sale of such Products shall come into effect, **until Global-e specifically accepts your Order and notifies you by email** that it dispatched the Products to you and/or confirms the sale of a Service ("**Order Confirmation**"). The Order Confirmation email is your proof of purchase, please store it as we will not archive your contract.

Global-e may, if it suspects someone's identity, address, email address and/or payment information is being used fraudulently or in an unauthorised manner, also require additional verifications or information before accepting any Order. Global-e may choose not to accept Orders in their sole discretion and notably abnormal orders, orders which suspected to be placed not in good faith or orders which have not been placed by individuals. Global-e is not required to provide a reason for declining to accept any order, though may do so in their sole discretion. Moreover, an Order may be cancelled (in full or in part) even after the Order Confirmation was dispatched and/or the sale of Service was confirmed, if we suspect there could be, or actually were such circumstances (on our part or any third party's part) giving rise to a good faith, genuine or honest error, mistake or misunderstanding pursuant to which we would neither have sent the Order Confirmation nor agreed to sell the Products or Services. An example could be a specious low price for a product otherwise costing significantly more. In the event of such genuine error, you shall receive a properly detailed notice of cancellation, following which your Order will be automatically cancelled, and you will be refunded the amounts you actually paid.

Global-e makes the appropriate efforts to process and fulfil any Order as quickly as possible. However, Global-e may, upon notice to you, decline to accept your Order if: (a) the Products or Services are unavailable (in which case, if the payment was processed, Global-e will refund you in accordance with these Terms of Sale); or (b) Global-e is unable to verify the payment information you provided.

If the payment method you selected at Checkout supports an authorisation mechanism (e.g. most credit/debit cards), when you place your Order Global-e will only authorise the applicable amounts, and you will be charged only after the Products have been dispatched to you. Please note that Global-e charges the full Order amount even if the Order is dispatched in parts.

Global-e is under a legal duty to supply Products that are in conformity with the contract. Furthermore, nothing in these Terms of Sale affects your legal rights in relation to Products that are not in conformity with the contract, whether because they are faulty, not as described or otherwise.

4. Prices, Shipping and Handling charges, Taxes and Import Charges

4.1. In general for Products and Services

The price charged for a Product or Service will be the price in effect at the time the Order is placed on the Checkout and will be set out in the Order Confirmation. The price of a Product or Service may be either pre-set in your local currency or calculated according to the rate of exchange between the base currency shown on the Online Store and the currency that you select as part of the purchase process at the time you make your order and which is displayed in the Order. Exchange rates may be set and updated regularly, and you acknowledge that such updates may affect final pricing of the Product or Service. **You will be charged according to the applicable exchange rate at the time of the Order Confirmation.**

We may change prices at any time without notice. Price increases will only apply to Orders placed after such changes.

4.2. Additionally for Products

Prices for the Product(s) include VAT or other applicable taxes but do not include charges for shipping and handling or Import Charges.

Separate charges for shipping, handling, Import Charges and their related VAT or other taxes will be shown on the Checkout during the Checkout process and, in any case, on the Order Confirmation email.

Unless otherwise stated at the Checkout, the Import Charges will be pre-paid for you. If the Import Charges will not be pre-paid for you, it will be indicated at the Checkout and the Order Confirmation email. In such cases (a) you are advised that the amount of Import Charges displayed under the pre-pay option in your order may not reflect the actual Import Charges payable by you as determined by your delivery destination country's relevant authority, which may be more or less than such estimate; and (b) you will be fully

responsible for paying all applicable Import Charges directly to the relevant authority (and for reclaiming them in the event of a cancellation or return or a return of Products(s), to the extent possible under the laws of your country) as determined by the authorities of the delivery destination country, and Global-e shall have no responsibility or liability in connection with the foregoing.

If you are a resident of Russia, you will not have the option to pre-pay Import Charges due to local legislation.

Global-e may contract with a local licensed customs broker in your country. Agreement to these Terms of Sale serve as an authorization for the applicable customs broker to act as your agent to: (a) conduct transactions with the local applicable authority, (b) execute related documents on your behalf in connection with the import of Products(s) in your order, (c) facilitate the payment of applicable import charges; and (d) if applicable, return such Products(s) to Global-e (subject to these Terms of Sale). However, you acknowledge that, in the case of a return of Products(s) under the Returns Policy below, you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back such import charges from the applicable tax authority, to the extent possible, and Global-e shall have no responsibility or liability in connection with such claim.

You are advised that the characteristics of the Products you are buying from Global-e, as well as the price, Delivery Costs and (if available for pre-payment) Import Charges, shall be those displayed to you by Global-e at the Checkout, operated by Global-e on BREITLING's Online Store you were browsing. Please make sure you review your Checkout page so that you can identify and correct any input errors.

5. Delivery and Importer of record

Not all Products can be delivered anywhere (due to limitations imposed on the Products or by the destination country) but the Checkout will not permit you to submit your Order if the Merchandise cannot be delivered to your specified address.

We are unable to deliver to:

P.O. Box addresses,

Overseas army addresses,

Hotels and hostels and

Prisons.

Global-e will pass the ownership of the Products ordered to you the moment it dispatches the Products to you (provided you have made full payment of the Products price plus delivery charges and any other charges payable under these Terms of Sale, as applicable). Risk of damage or loss to the Products passes to you on delivery to you or to somebody identified by you to carry or take possession of the Products on your behalf.

You will be considered the **importer of record** of the Product(s), and we will only be facilitating the importation on your behalf as your agent. You therefore need to comply with all applicable laws, regulations, certifications and rules of the country into which you import the Product(s).

You acknowledge and agree that Global-e, or anyone of our third-party fulfilment services providers acting on our behalf (each a "**Fulfilment Provider**") may handle the delivery and fulfilment of your order, and that Global-e have sole discretion as to the Fulfilment Provider we choose to use.

Delivery time as well as the delivery option you chose will be confirmed in the order confirmation. Delivery will be complete when we deliver to the address which you specify when ordering (that may include the port of entrance to the destination country as specified in the order, in case Import Charges have not been pre-paid).

Different parts of your order may be delivered on different dates. Unless otherwise stated, and subject to applicable laws, delivery dates given on the Online Store and/or as part of the ordering process are estimates only. Your order will be fulfilled by the delivery date set out in the order confirmation or, if no delivery date

is specified, then within 30 days after the date of the Order Confirmation, unless you specifically agree to a later date or there are exceptional circumstances. Delivery timeframes are affected by your delivery address and the delivery method selected. We are unable to specify an exact delivery date and time. We shall not be held responsible for delayed delivery or failure to perform, if the delay or failure is neither due to our fault nor for our account pursuant to the law or generally accepted principles.

Neither BREITLING nor Global-e have liability for any losses arising from delay in delivery to the extent that this is due to circumstances beyond their reasonable control and where neither could have taken reasonable steps to deal with the delay. For example, delays resulting from customs clearance procedures or other actions of relevant authorities are generally outside our control, or delays resulting directly from your actions or omissions.

If you order any personalised Product(s), the manufacturing time for such personalised Product(s) is added to the delivery time and may postpone the delivery.

If you receive notification of an unsuccessful attempted delivery, it is your responsibility to use the details provided to contact the delivery company to arrange re-delivery. If you have selected a delivery method that does not require a delivery to be signed for and nobody is available to receive the Products, we reserve the right to leave them at the doorstep, hall or reception as available. In case you unreasonably defer delivery or delay the receipt of delivery after we have notified you that we have tried to deliver the ordered Product(s) to you, or if you have provided us with an incorrect delivery address which results in an unsuccessful delivery, the delivery package will be returned to us. If the Product(s) remain undelivered after the first delivery attempt for a period of **7 working days** and are returned to us undelivered, we shall be entitled to cancel the contract and we will refund you in accordance with the provisions of Article 9.

We encourage you to examine the delivery package and received Product(s) promptly after they are delivered to you and check their condition and that the content of the delivery package is complete. In case of damaged or missing Product(s), please contact BREITLING's Customer Service <https://www.breitling.com/zz-zz/store/services/contact/>.

6. Product(s) Availability

We do not guarantee the availability of any Product(s) in the Online Store.

Unless we accepted your Order, we reserve the right, without liability or earlier notice, to change, discontinue or to stop making available any Product(s).

7. Compatibility, Product Information

Please take care when placing your order to ensure that the Product(s) you purchase are compatible for the intended use. Please use the Online Store as your final point of reference when checking compatibility. In the event of a difference between the Online Store content and any other website (or any other source of information) the compatibility of Product(s) as shown on the Online Store at the time of purchase will be seen as taking precedence.

Although BREITLING makes every effort to display the colours accurately, BREITLING cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products. You are advised that there may be minor differences between the actual Products and the way that it appears on the relevant website, e.g., in relation to appearance / color / texture / finish. The labelling or packaging of the Products may differ from the images of these which you see on the site.

8. Payment

You may pay with the payment methods specified at the Checkout. Payment can be made by credit cards identified at the Checkout or such other payment methods like PayPal (depending on your geographical

location). When being charged, the descriptor you will see shall include Global-e identified as 'Global-e' and will substantially look like this: ****Global-e//BREITLING****.

By placing an order on the Global-e Checkout page you acknowledge and agree that: (i) we, or one of our third party payment processors ("**Payment Processor**"), will charge you through the payment method you have selected in your order and such other amounts payable under these Terms of Sale that may be due in connection with the order; (ii) you will provide valid and current information about yourself; (iii) we may use the tools, software or services of Payment Processors to process transactions on our behalf; and (iv) you may be charged bank or credit/debit card issuer with additional fees (such as foreign transaction fee or cross border fee) or surcharges imposed by your bank or credit/debit card issuer, and those are not Global-e or BREITLING charges or fees, and neither have control over this nor do we have any way to mitigate this, as this is purely up to the relationship and commercial terms between you and your bank or credit/debit card issuer, and we (or BREITLING) also have no way of knowing in advance whether you will be charged such fees or surcharges.

Depending on your geography, payment may be routed through Global-e Australia Pty Ltd., Global-e's affiliate.

All payments will be subject to security checks. Therefore Global-e may contact you to confirm your order information and order details such as proof of address, proof of address in the name of the person indicated for the delivery address etc.

When Payment by Invoice with Klarna is available: In cooperation with Klarna and in certain jurisdictions only, you may be offered the opportunity to purchase goods using Klarna as a payment method. The terms and conditions which will apply to payment by Invoice with Klarna can be found [here](#), noting that German (not English) are the governing and binding language of such terms and conditions. Eligibility for use of the Klarna invoicing payment method will be determined by Klarna in their sole discretion and we accept no liability in respect of your use of Klarna as a payment method. Where you choose to purchase your goods using payment by invoice with Klarna, you will be sharing your personal data with Klarna and the terms of [Klarna privacy policy](#) shall apply to their use of your personal information. Global-e (or BREITLING) shall have no responsibility for their use of your personal data.

9. Return and refund

Please note that Global-e will only process returns and refunds for Product(s) and Service(s) bought from Global-e.

9.1 Cancellation right/ Right of withdrawal

a. Cancellation period

If you are a Consumer and a **resident of a member state of the European Union or Iceland, Liechtenstein, or Norway ("EEA")**, and if you have bought Product(s) for your own private use as a consumer and want to exercise your right to cancel the contract and return the Product(s) **you may do so during the cancellation period, which will expire after 14 days after the day of delivery**. This right is not affected by any separate returns policy in these Terms of Sale.

If you are a Consumer and a **resident of a country outside the European Union, Iceland, Liechtenstein, and Norway ("EEA")**, and if you have bought Product(s) for your own private use as a consumer and want to exercise your right to cancel the contract and return the Product(s) **you may do so during the cancellation period, which will expire after 30 days after the day of delivery**. This right is not affected by any separate returns policy in these Terms of Sale.

b. How to cancel

To exercise the right to cancel/ right to withdraw, you must inform Global-e of your decision to cancel your order by a clear statement using the portal [here](#) . To meet the cancellation deadline, it is sufficient for you to **send your communication concerning your exercise of the right to cancel before the cancellation period has expired**. You may use the model cancellation form at the end of this document, but it is not obligatory.

For Products, you must only return Product(s) in their original condition, in a new, unused and perfect state with all protection, tags and stickers attached to them. Altered Product(s) or Product(s) with missing tags or unsealed Products cannot be returned. Your statutory right to cancel/ right to withdrawal remains unaffected. You will be liable for any diminished value of the Product(s) resulting from your use and handling of the Product(s) other than what is necessary to establish the nature, characteristics and proper functioning of the Product(s) you bought.

Once Global-e has received your online statement to cancel the contract, it will send you a confirmation email.

c. Return deadline

If you are a resident of a member state of the European Union or Iceland, Liechtenstein, or Norway ("EEA"), you will then have to return the Product(s) without undue delay and in any event **not later than 14 days from the date on which you notified your decision to withdraw from the contract**. You will bear the direct costs for returning the Product(s).

If you are a resident of a country outside the European Union, Iceland, Liechtenstein, and Norway ("EEA"), you will then have to return the Product(s) without undue delay and in any event **not later than 30 days from the date on which you notified your decision to withdraw from the contract**. You will bear the direct costs for returning the Product(s).

d. Exception

PLEASE NOTE THAT YOU CANNOT EXERCISE THIS RIGHT OF CANCELLATION IN RESPECT OF CUSTOMIZED PRODUCTS THAT HAVE BEEN MANUFACTURED IN ACCORDANCE WITH YOUR SPECIFICATIONS.

9.2 Return procedure for Products

You must return the Product(s) in their original package. You must include all accessories, user manuals and any free gifts that came in the same package. Where a Product has been purchased as a part of a bundle of multiple Products, all multiple Products within that bundle must be returned. Please treat the Product(s) with reasonable care and return them in the condition that they were delivered to you. Please pack the Product(s) securely and make sure that your order number is clearly visible on the outside of the parcel. To ensure fast and secure return we encourage you to follow the given return instructions.

We will refund the price you paid for the Product(s) plus the initial shipping cost within 14 days after having received the returned Products at our warehouse. In case you chose an express delivery option, only standard initial shipping cost will be reimbursed. The refund will be confirmed by email. Payment will be carried out using with the same means of payment as you used for the initial transaction. Please note that the actual refund period may vary depending on the payment method you have chosen to use when you ordered.

You acknowledge that you (and not Global-e or anyone on its behalf) will be fully responsible for claiming back any import charges from the applicable tax authority, to the extent possible, and Global-e shall have no responsibility or liability in connection with such claim.

If you return Product(s) 1) that you are not entitled to return, 2) that you damaged or used in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product(s), or, 3) with Product(s) , packaging, accessories, gift, tags, stickers or documentation missing, or 4) have otherwise failed to exercise reasonable care when taking care of and returning Product(s), we reserve the right either

to reject your return and decline to refund or to reduce any payments to be refunded to you for the diminished value of the Product(s), subject to applicable law.

To the condition that you use the return label generated and sent to you by Email by Global-e, Global-e will bear the return cost.

Other return cases: If the Products you have received do not correspond to the ones you have ordered, or if your delivery is incomplete or damaged in transportation, please contact without delay BREITLING's Customer service for assistance.

9.3 Refunds procedure for Services

In case of withdrawal according to section 9.1, we will refund the price you paid for the Service only.

10. Warranties and Statutory Rights for Products

As a consumer, you have legal rights in relation to Products that are faulty or not as described. Further, Global-e and BREITLING are under a legal duty to supply Products that are in conformity with this contract. Nothing in the Terms of Sale will affect these legal rights.

In addition, BREITLING offers a limited international warranty, as specified under the conditions mentioned at the address <https://www.breitling.com/zz-zz/service/international-warranty/>, as well as on the accompanying documents of the Product. The international warranty guarantees the Product against any manufacturing defect for a period of between 2 or 5 years and takes effect from the date of purchase of the Product. The electronic international warranty card is activated at the time of the sale at distance.

Any person who has purchased a Product on the "www.breitling.com" website can claim cover under the international warranty by showing the electronic Breitling international warranty card to any authorized Breitling retailer or distributor, as well as to any authorized Breitling service center.

Subject to the applicable warranty period, in order to stand behind the quality of its Products, BREITLING will repair or replace any Products which it considers to be defective in accordance to the terms set out below.

a. Product verification and notification

You are required to verify the BREITLING Products on delivery.

- **Within fourteen (14) days:**

If you notice any damage on delivery or any defect within fourteen (14) days of receipt of the Product, please notify the BREITLING Contact Center without delay at the following address: Breitling Europe B.V., New Yorkstraat 44, 1175 RD Lijnden, email: info.eu@breitling.com or by phone <https://www.breitling.com/zz-zz/store/services/contact/>.

- **At a later time:**

For any damage or defect noticed later, you must inform the BREITLING Service Centre using the online form available at the following address <https://www.breitling.com/zz-zz/service/centers/>.

Should you fail to do so, the BREITLING Product is deemed accepted.

Products that are damaged as a result of mistreatment (having been dropped or other physical contact) or of unusual wear and tear are not considered to be defective.

b. Return of defective Product

If, within 14 days following receipt of the BREITLING Product, you notice that it appears damaged or has any defect whatsoever, please contact BREITLING Call Center at the following address Breitling Europe B.V., New Yorkstraat 44, 1175 RD Lijnden, email: info.eu@breitling.com or by phone <https://www.breitling.com/zz-zz/store/services/contact/>.

[zz/store/services/contact/](#) and then return the Product to us in accordance with the return process as indicated in section 9.2.

Should you subsequently notice any defect, please contact BREITLING Service Centre, using our online form at <https://www.breitling.com/zz-zz/service/my-watch-needs-a-service/> and follow with the return rules communicated by the BREITLING Service Centre.

c. Your rights in case of defective Product

Following compliance by you with the relevant process set out above, if your BREITLING Product is determined to be defective by BREITLING, BREITLING offers you one of the following remedies:

- The repair of the Product at no additional cost to you (including labor costs and spare parts), or
- The replacement of the Product with an identical BREITLING Product in the exact same size, subject to availability, or
- The replacement of the Product with a different BREITLING Product of equivalent or higher value, in which case the initial price will be deducted, and you will be required to pay only the difference, or
- If the repair results in a manifestly disproportionate cost to BREITLING or the replacement is impossible due to the unavailability of replacement Product, BREITLING may, at its sole discretion, decide on the most appropriate remedy.

In case of major failure, and subject to disproportionate cost or impossibility for BREITLING, you have the right to claim a price reduction or to cancel the contract and claim a refund.

11. Personal Data

Global-e and BREITLING have entered into collaboration to be able to offer the Products and ship them to your country or region. Each entity, acting independently and in its own name and for its own account, is collecting your personal data in order to fulfil your order and provide you with all aftersales services. Acting as two separate data Controllers, neither Global-e nor BREITLING control the processing of your personal data by the other party as two separate data controllers.

The privacy policies and additional provisions in these Terms of Sale govern the use of your personal data and use of cookies. Purchasing Product(s) on the Online Store requires that you acknowledge the privacy policies and the processing of personal data as described in said privacy policies. Otherwise it is not possible to sell and deliver the Products to you.

a. Data processing by Global-e

Global-e will collect and process your personal data as the seller of the Products. Global-e is the data controller of your personal data Global-e collects and processes on Global-e's own behalf.

Global-e will process your personal data to verify all of your payment details and allow the payment. If Global-e suspects someone's identity, address, email address and/or payment information is being used fraudulently or in an unauthorised manner, it may also require additional verifications or information before accepting any Order.

You can read more about the processing of your personal data in Global-e's privacy policy is available here <https://www.breitling.com/zz-zz/privacy-policy/> You should contact Global-e for questions and enquiries of the processing of your personal data by Global-e at the following address: dataprotection@global-e.com.

b. Data processing by BREITLING

BREITLING will collect and process your personal data to be able to ship the Products ordered by you, to facilitate any Product returns and to be able to provide customer service to you. BREITLING may also use your personal data for marketing purposes in compliance with applicable laws, and when required, with your express consent.

You can read more about the processing of your personal data in BREITLING's privacy policy is available here <https://www.breitling.com/zz-zz/privacy-policy/>. You should contact BREITLING for questions and enquiries of the processing of your personal data by BREITLING at the following address: dataprivacy@breitling.com.

12. Our Liability

We shall perform our obligations under these Terms of Sale with reasonable care and skill.

There are certain liabilities that we cannot exclude under applicable law. In particular, nothing in these Terms of Sale limits our (or as the case may be BREITLING's) liability for personal injury or death caused by our negligence or our liability for fraud. As stated above in section 10, you have certain rights as a consumer, including legal rights relating to faulty Product(s). Nothing in these Terms of Sale will affect these legal rights.

Global-e will process your payment of the Products. Global-e will take reasonable care to keep the details of your order and payment secure, but (in the absence of material negligence on their part) neither BREITLING nor Global-e can be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Online Store.

We are responsible only for losses that are a natural, foreseeable consequence of our breach of these Terms of Sale. We shall not be liable if we are prevented or delayed from complying with our obligations by anything that you (or anyone acting on your behalf) does or fails to do or due to events that are beyond our reasonable control.

You should take all reasonable steps and precautions to ensure that the Product(s) you order are suitable for your purposes. You must follow any advice that we give you in relation to Product(s) (including instructions, user guides and/or manuals provided with Product(s)). We or BREITLING do not accept liability for damage to Product(s) that we have supplied where caused by your failure to follow our advice.

We or BREITLING shall not be liable for any losses related to any business of yours such as lost data, lost profits, lost revenues or business interruption.

We shall use our reasonable endeavors to verify the accuracy of information that is used on the Online Store but, subject to applicable law, cannot guarantee that all information will always be accurate and complete. It is possible, for example, that Product images and packaging may not always match Products supplied. If you have any questions or concerns in this regard, please contact us before ordering any Product(s). Also, pricing mistakes may occur from time to time, in which case we may cancel any orders being processed or accepted by us. We will correct errors on our Online Store as soon as possible after becoming aware of them.

PLEASE NOTE THAT THESE TERMS OF SALE DO NOT AFFECT (AND SHOULD NOT BE READ TO AFFECT) YOUR STATUTORY RIGHTS WHICH CANNOT BE WAIVED OR LIMITED BY CONTRACT.

13. General

The Online Store may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Online Store and any transactions conducted on or through the Online Store.

BREITLING and Global-e make no warranty that the Online Store will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and/or reliability of the Online Store. BREITLING and Global-e will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Online Store. The Online Store is subject to the terms of use available at <https://www.breitling.com/zz-zz/terms-of-use/>.

If any provision or provisions of these Terms of Sale shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

In relation to purchases from the Online Store, BREITLING and/or Global-e on behalf of BREITLING will communicate electronically by sending email or otherwise posting electronically.

BREITLING and Global-e reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Order, and your use of the Checkout, as BREITLING and Global-e reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms of Sale, including to investigate potential violations of them, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, or (v) protect the rights, property or safety of BREITLING and Global-e, our users or the public.

14. Customer Service

You may contact BREITLING's customer service in case of any questions about the Products or Products returns <https://www.breitling.com/zz-zz/store/services/contact/>.

If you have any questions or complaints about Global-e, these Terms of Sale or the Checkout, please contact us at service@Global-e.com.

If you are making your purchase from Australia, you may contact us at global-eau@global-e.com.

15. Governing law and jurisdiction

These Terms of Sale shall be governed and construed in accordance with the laws of Netherlands.

These Terms of Sale shall not deprive you from any specific rights granted on the basis of mandatory local consumer protection law at your place of residence.

Any dispute, controversy or claim arising out of or in connection with these Terms of Sale, including the validity, invalidity, breach or termination of these Terms of Sale, shall be settled in accordance with these Terms of Sale.

The Parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts Amsterdam, Netherland. This choice of court is valid as long as permissible by the law of your residence and shall not deprive you from any imperative competence of the court of the place of jurisdiction of your place of usual residence or domicile.

The European Commission provides an Online Dispute Resolution Platform (OS Platform) for online sales or service contracts between a consumer residing in the European Union and a trader residing in the European Union. This platform is accessible at the following address: <https://webgate.ec.europa.eu/odr/>. The use of mediation is an alternative mechanism which is not a prerequisite for legal action.

Last Update: 24th of November 2021

MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

- To Global-e NL B.V., Krijn Taconiskade 430 1087 HW Amsterdam The Netherlands (via email service@Global-e.com)
- I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract of sale of the following goods:
- Ordered/Received on [*]:
- Name of consumer(s):
- Address of consumer(s):
- Order reference number:
- Signature of consumer(s) [only if this form is notified on paper]:
- Date of this cancellation notice:

[*] Delete as appropriate