



## SPECIAL WATCH PROGRAM

In consideration of the OMEGA Speedmaster Pilot – United States Navy Ref. 332.32.41.51.01.004, the Purchaser acknowledges that he/she is a member and agrees to the following conditions with The Swatch Group (U.S.) Inc. (“OMEGA”).

### Terms & Conditions

#### GENERAL CONDITIONS

1. Purchaser will maintain compliance with all obligations relating their unit and equipment policies.
2. Only one watch is allowed to be purchased per approved purchaser.
3. This purchase is intended for personal use only. Orders for friends, relatives or any other third party are not permitted.
4. Purchaser will not sell the watch to anyone.
5. An order or commitment to order cannot be cancelled or otherwise returned or refunded.
6. The Privacy Policy, which is available at <https://www.omegawatches.com/en-us/privacy-policy> is incorporated herein and Purchaser read and understood the Privacy Policy.
7. Personal engravings are required. OMEGA reserves the right to reject engravings due to obscene language and profanity. OMEGA also reserves the right to place its own default engraving in the absence of one or otherwise rejection of one. The default engraving will be the first letter of the Purchaser's first and last name + the military branch. Example, John Doe would be JD NAVY.
8. The primary POC (Point of Contact) is responsible to create and manage the list of purchasers with details, comments and contact information using the provided blank order sheet. The completed file should be emailed to the appropriate OMEGA representative for processing.

#### PAYMENT

9. Payment shall be made when the order is confirmed.
10. Accepted forms of payment are credit card and approved Affirm credit applications which will be processed via telephone by our in-house Sales Support team.
11. Financing is available through AFFIRM only. Approval and rate will depend on the individual's personal credit score. An OMEGA representative will provide purchasers requesting financing with a secure link to create a profile with Affirm. Once a purchaser's Affirm profile is created and financing is approved, an Affirm-generated virtual card will be given to the purchaser. The purchaser must call the OMEGA representative with the virtual card number to complete the transaction.

#### SHIPPING & DELIVERY

12. Complimentary shipping will be provided to a home address. Shipping requests to other addresses or bases must be requested, and approved by OMEGA, prior to finalizing the order. In the event the shipping address changes, the purchaser(s) must pay any increase in sales tax on their purchase as a result of the new delivery address.
13. Purchaser will provide their current mailing address and phone number for warranty purposes, and for delivery if shipping is to a personal address.
14. Estimated delivery is within 6-9 months after receipt of payments and forms by OMEGA. However, time is not of the essence for delivery, Company shall not be liable for any delay in the performance of order, in the delivery or shipment of any product, or for any damages suffered by Purchaser by reason of such delay.
15. OMEGA is not responsible for product(s) which is/are lost, stolen, broken, or damaged; (i) after delivery to the provided mailing address or Group address; or (ii) as a result of a shipping address change while the product(s) were in transit.

#### REPAIRS

16. The Purchaser will contact the OMEGA representative within fifteen days of delivery if repair or replacement is required.

#### GOVERNING LAW & JURISDICTION

17. This Agreement shall be governed by, interpreted and construed in accordance with the laws of Florida, excluding rules on conflict of laws and regardless of the place of its physical execution or performance. The parties agree that the courts located in Miami Dade County, Florida shall have the exclusive jurisdiction regarding any claim arising out of or in connection with this agreement, except that a party may seek injunctive relief from any ordinary court where appropriate, according to the local laws. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

#### CLASS ACTION WAIVER

18. In the interest of prompt and inexpensive resolution of disputes, and to the extent permitted by law, no dispute between the parties relating directly or indirectly to the OMEGA Speedmaster Pilot – United States Navy Ref. 332.32.41.51.01.004 or any other product shall be consolidated with any other dispute or prosecuted as a class or collective action, except as agreed by all parties.

