



TERMS AND CONDITIONS OF SALE

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1. GENERAL TERMS AND CONDITIONS

These conditions apply to the sale of TAM TIME online products, property of Vision International , St. Nicolas path 26-2350 Saignelégier - Switzerland. International license granted to P.B.C , 38 rue du bouquet de soleils, 25000 Besancon whose sales website is : www.tamtime.ch .

These rules govern the contractual relationship between the PBC , www.tamtime.ch and the customer. Placing an order implies the buyer's full and unconditional acceptance of these terms and conditions, which prevail over the documents and correspondence of the customer.

Customer services informations

Mail :

contact@tamtime.ch

Address :

PBC - TAM TIME, Customer service team
Service relations clientèle
38, rue du bouquet de soleils
25000 BESANCON
FRANCE

The www.tamtime.ch site allows the customer to order online the TAM TIME brand's products (called " product (s) ") , according to these terms and conditions.

2. GENERALITIES

These general conditions of sale define the rights and obligations of PBC and of the Customer, regarding the products presented by PBC on its HYPERLINK website " <http://www.tamtime.ch> " - www.tamtime.ch (called "the Site ").They apply exclusively to PBC and to any person visiting or making a purchase through this Site (named "the Customer")

Any order placed on the www.tamtime.ch site therefore entails acceptance by the Customer of all these conditions.

These general conditions of sale are permanently available at the following address : **<http://www.tamtime.ch/cgv.html>** in a computer format for printing, so that the Customer can make their reproduction or their backup.

3. MODIFICATIONS OF THE GENERAL TERMS AND CONDITIONS OF SALE

PBC reserves the right to modify these Terms and Conditions at any time and without notice , the applicable conditions are those in effect on the Customer's order date

4. OTHER CHANGES

1.1. *Site changes*

PBC can add , change or remove without limitation any part of the Site, including any Contents (as defined below), at any time and without notice.

1.2. *Personal information, private life*

Customers undertake to provide complete accurate up to date personal information. This information is necessary for the purchase of products and memberships. PBC reserves the right to block all sales to customers who provide false, inaccurate or incomplete information.

The Customer acknowledges that PBC uses a third party payment processing service to process orders and debits on your credit card. PBC 's privacy policy is outlined below on "Personal Data " and it describes how personally identifiable customer information is collected, used and disclosed. You agree that we may use your personal information in accordance with the terms of the Privacy Policy.

5. PRODUCTS AND COMPLIANCE

Products on sale are presented on the **www.tamtime.ch** website with a description .

Products offered by PBC comply with the standards applicable in France and in the European Union.

The Customer acknowledges that items such as photographs , text, graphics and all the information and characteristics illustrating and / or accompanying the products are not contractual .

As a result, PBC does not incur any liability for error or omission of any of these items or for modification of said elements by suppliers and / or publishers.

6. CUSTOMER'S OBLIGATIONS

The Customer declares to be at least eighteen (18) years old and to have the legal capacity or to hold the parental permission allowing him to place an order on the Site.

The Customer undertakes to communicate to the PBC the real information and the real elements necessary to achieve the purpose provision of these Terms as required for the sales online and following each situation, including its name, address, telephone and a valid mail.

The Customer is responsible for the consequences of false or inaccurate information he(he) transmitted or of whose recovery would be unlawful.

7. ORDER

The Customer warrants that he(he) is fully authorized to use the payment card to pay for the order and that these payment methods provide access to

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sufficient funds to cover all costs resulting from the use of www.tamtime.ch services.

All orders will be confirmed only after acceptance of payment.

Under these Conditions of Sale, the failure by a person of these obligations especially regarding any incident of payment of the price of an order may result in suspension of the access to www.tamtime.ch service, including the closing of his account according to the severity of the conduct in question, without prejudice to any damages that the PBC society might seek. As a result, PBC reserves the right to refuse any order from a person with whom such dispute exists.

PBC can accept orders within the limits of available stocks. It informs the client of the availability of products sold on the Site at the time of the order's confirmation.

Once the order is placed, PBC addresses the Customer an email confirming it. It also informs about the products sending.

If however, in spite of our vigilance, the products are unavailable, PBC will inform the Customer by mail as soon as possible.

Pursuant to the provisions of Article L. 121-20-3 of the Consumer Code, in case of unavailability of the product or service, the customer then has the option of:

- To be delivered of a product or service identical to that ordered, subject to availability;

or

- To be refunded the price of the product or service ordered from the 30th days of the request. Indeed, PBC reserves 30 days to proceed to the product delivery. The Customer may then cancel the order and be refunded if applicable the amounts already paid.

The permanent or temporary unavailability does not in any way engage the PBC liability and it can not open any right to compensation or damages for the Client.

8. THE PRICE

The prices displayed on the Site are indicated in euros all French taxes included (French VAT and any applicable taxes) . It also includes the shipping cost, the order processing participation and the packaging costs.

The shipping costs , the order processing participation costs and the packing costs are not indicated in the basket of the Customer, as included before the final confirmation of the order.

The prices can be modified at any time and without notice especially in case of tax or economic data change . The items will be billed based on rates in effect at the time of the order's registration.

9. DELIVERY

PBC delivers its products worldwide .

The products are shipped with an invoice that serves as delivery form too at the shipping address provided by the customer when ordering . The delivery can not be made to hotels or PO boxes . The bill is also used for validating the actual purchase and to establish the 1st day of the guarantee from the date found on the invoice.

The delivery times indicated on the site are target dates , corresponding to the average processing time and delivery. For these deadlines to be respected, the Customer must ensure that he has provided complete and accurate information concerning the delivery address (such as street number , building and stairs number, access codes , names and / or interphone numbers, etc.) .

Items are delivered within 2 to 30 working days of the order throughout mainland France. This period is indicative only and may vary depending on

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availability. Exceeding this limit may in no case be held against PBC , nor give rise to a termination of the contract or any compensation for damages.

Beyond a period of one month from the date of the order , PBC will refund by check or bank transfer the price of the undelivered goods.

PBC agrees to notify the Customer about the evolution of the processing of his order.

Without prejudicing his right of withdrawal as defined below by the Article 11, the Customer has the obligation to check the shipments upon its arrival and to make all reserves and complaints which would appear justified and even to refuse the package if it is likely to have been opened or if it shows obvious signs of deterioration. The said reservations and complaints must be sent to the carrier by registered letter with acknowledgment of receipt within three working days of the delivery of products and a copy must be addressed to PBC.

The parcels are delivered by post or by express carrier to the address listed when ordering . As such, PBC is not able to guarantee a specific time of delivery. The transfer of risk occurs at the time of delivery of the goods .

PBC can not be held liable for breach of contract due to any force majeure event and without limitation in the event of war, riot , insurrection, interruption of transport , import problem , strikes, shortage, fire , earthquake, storm, flood.

10. PAYEMENT

Full payment must be made when ordering . At no time payments can be considered as a deposit or installments. The customers can pay their order by credit card (Visa , Eurocard / Mastercard) in accordance with the provisions of this Article.

For all transactions , the Customer will indicate the card number (the number inscribed on the front of the card) , the card expiration date and the security code on the back of the card (last three digits) .

The Customer's communication of his credit card number implies his authorization for PBC to debit his account of the order's amount.

No shipping against refunding will be accepted whatever the reason.

PBC retains ownership of the item until full payment by the Client. Purchases are securely made . For payments by credit card (credit card, visa credit card and e-carte bleue) , the banque Caisse d'Epargne is in charge of secure payments . All information that Customers communicate with PBC are strictly protected and PBC guarantees the accuracy and security of each transaction.

11. CANCELLATION RIGHT

Concerning the goods sold on the Website **<http://www.tamtime.ch>** , the Customers have a right to withdraw and to return the product (s) and / or service (s) for seven full days from the delivery of his order in accordance with article L 121-20 of the Consumer Code, in the context of event sales .

Customer may withdraw within seven days of delivery of the order.

Prior to any return of a product , the Customer must indicate his intention by sending a mail to : **contact@tamtime.ch**

The Customer's reimbursement will be made by any means of payment within thirty days after PBC received the Customer's request to exercise his right of withdrawal under the condition that the product or service has been returned to PBC .

Products returned damaged, incomplete , soiled or without the original packaging will not be accepted , exchanged or refunded.

Beyond the 30 day period after the order, no goods will be returned or exchanged or refunded.

The personalized watches sold with an engraving on the back case are neither exchanged nor refunded.

The return of all ordered products or services will result in a refunding equal to the total amount paid by the customer, meaning the purchase price of the ordered product (s) or service (s) excluding any delivery charges. The return of a command is indicated as a negative operation.

The return or exchange are at the risk of the Customer.

12. RESPONSIBILITY

For all stages of access to the site, from the ordering process to the shipping of the package or any subsequent services PBC assumes an obligation of means .

PBC responsibility can not be engaged for any inconvenience or damage arising from the use of the Internet , including a break in service, an external intrusion or the presence of computer viruses or any other incident of force majeure, in accordance with the applicable law and jurisprudence .

PBC responsibility can not be engaged for any damage be it special, direct , indirect, incidental , or of any nature whatsoever including without limitation property damage , loss of value of the goods or loss of use of the products , whether based on a breach of warranty expressed or implied , a breach of contract or of condition under the law or otherwise (including without limitation negligence or strict liability) even if PBC is advised of the possibility of such damages.

13. INTELLECTUAL PROPERTY RIGHTS

In no case the customer is allowed to download or modify all or a part of the Site and its contents (listed products, descriptions , images, videos ...).

This Site or any portion of this Site shall in no case be reproduced, copied , sold or exploited for commercial purposes without the express written permission of PBC.

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In general , all copyrights, trademarks and other distinctive signs and property rights or intellectual property appearing on the Site will remain the full property of Vision International.

The Customer is therefore obliged to respect the intellectual property rights and he will not use any marks appearing on the site and on the products or any deposit mark that would prejudice the rights owner unless otherwise provided by the contract . It is the same for any other intellectual property right.

14. PERSONAL DATA

PBC agrees to use the confidential information of the clients only as part of the operation on its website .

PBC is committed to respect the confidentiality of personal data provided by the Customers on the Website and to treat them in accordance with the Data Protection Act of January 6 1978 .

PBC informs the Customer that the data will be used by its internal services and / or its subsidiaries :

- To inform the customer of sales and upcoming events by sending invitation mails,
- For the treatment of the customer order ,
- To reinforce and personalize the communication with the client including sending newsletters , special offers (especially competitions, games offers , etc ...) .

For the successful processing of the command, the data collected will be subject to a data processing which the Customer acknowledges to have been informed of.

As such, the information may be communicated to technical or commercial providers of PBC .

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PBC can implement technical means to obtain non-personal information about users in order to improve the functionality of the site for example by plotting the number of visitors to certain pages.

Furthermore, if the customer were to change his mind and no longer wished to receive certain categories of mails, he can at any time let PBC know it by sending a mail to : **contact@sismEEK.com**

Furthermore, in accordance with the Data Protection Act of January 6 1978, the Customer may at any time exercise his right of access to the file, the right of objection and the right to correct or delete information by sending a request (indicating e-mail address, name, postal address) to PBC :

- By mail at **contact@tamtime.ch**

- By visiting the website www.tamtime.ch, using "my account" section by selecting the desired item.

Or by mail to the following address:

PBC - TAM TIME, 38 rue du bouquet de soleils, 25000 BESANCON - FRANCE

15. PASSWORDS

Being our Customer you are responsible for maintaining the confidentiality of your password and you are responsible for all activities that occur using your passwords. You agree not to share your password, let anyone else access your passwords or do anything else that might jeopardize the security of your passwords. You agree to notify PBC if there is any unauthorized use of your password on this site or if you know of any other breach of security in relation to this website.

16. USE OF THE SITE

Subject to your compliance with this Agreement, PBC grants you a limited, personal, revocable, non-transferable, non-sub-licensable and non-exclusive license to access the site and use the content, information, text, images, graphics, interfaces, audio and video clips and other materials displayed on the Site (the "Contents") solely for your personal, non-commercial use.

You may not copy, modify, reproduce, publicly display or perform, distribute or otherwise use the Contents except as expressly stated in this Agreement.

You cannot remove any copyright or other proprietary notices of any content. If you violate any term of this Agreement, your permission to use the Site and Content automatically terminates.

You declare and warrant that you will not do and you will not encourage a third party to:

(a) attempt to disable or to circumvent the security mechanisms used by the Site or its Contents or otherwise to attempt to gain unauthorized access to any portion of the Site or the Content or to any other systems or networks connected to the Site nor to any server PBC or its third party service providers by hacking or other illegal means;

(b) access, to acquire, to copy or to monitor any portion of the Site or its Contents;

(c) use any device, software or routine to interfere or disrupt or attempt to disrupt or interfere with the proper operation and functioning of the Website or with the use by any other person on the Site;

(d) to trace or to seek to trace any information to any other person who visits the site;

(e) to use the Site or its Contents for any illegal purpose or in connection with it, to solicit, to facilitate, to encourage, to condone or to incite any illegal activity or otherwise prohibited by this Agreement or by applicable laws, rules or regulations,

(f) to copy, to modify, to create a derivative work of , to reverse engineer, to decompile or otherwise to attempt to derive the source code of proprietary software used to provide, to maintain or otherwise applicable to the Site or the Contents .

17. GUARANTEES

Respecting the option of the Customer, PBC will either refund the customer the price of the product or service or it will exchange the product or customer's service for the same product depending on available stocks or it will exchange it for a product of a quality and a price equivalent to the ordered product based on the available inventory in case of delivering of a non- conforming product and in case of delivery of a product revealing a latent defect.

For any such request , the Customer must contact the Customer' Relationship service by mail at: **contact@sismeeek.com**

The warranty does not support the products or services damaged during transport or misuse (Article L211-4 of the French Consumer Code).

18. THIRD PARTY SITES

The Site may contain links to third party sites that are not owned or controlled by PBC , including but not limited to Facebook , Twitter and Instagram ("Third Party Sites").

We provide these links only as a convenience to you . PBC does not review , approve , or make any statements about such third party websites , companies or individuals who own and / or operate them or about any information product , software or other or about services provided by these third-party sites or the results that may be obtained from using them .

You must use common sense and your own judgment and if you decide to access third party sites linked to the Site , you do so entirely at your own risk and you are solely responsible for your activities in connection with these third-party sites .

Your use of third party websites is subject to the terms of use and to the privacy policies located on third party sites that may be different from this Agreement or from our Privacy Policy , including but not limited to new password for these third party sites and new security policies and account user-generated content display and acceptable use policies .

19. COMPENSATION

You agree to defend, to indemnify and to hold harmless PBC from and against any and all losses , liabilities, damages , and / or claims (including without limitation legal fees , any fees and costs) arising from your breach of this Agreement or resulting from your use or misuse of the site , of his contents or products.

20. GENERAL PROVISIONS

If any provision of these Terms is declared invalid or unenforceable by a competent court, it will be declared unwritten and it will not result in the nullity of the other provisions .

These general conditions of sale are permanently available at the following address : <http://www.tamtime.ch/cgv.html> in a computer format for printing and / or downloading , so that the Client can reproduce them or save them.

These general conditions are subject to the French law concerning both the substance and the form of rules. Any dispute will be subject to a prior attempt to reach an amicable settlement .

In the absence of an amicable settlement , jurisdiction is given to the competent French courts , despite multiple defendants or warranty.

Pursuant to articles 1316 and following of the Civil Code and , where appropriate , Article L.110-3 of the Commercial Code , the information delivered by the Website are valid between the parties.

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Items such as the time of receipt or of issuance and the quality of the received data are considered as authentic as contained on www.tamtime.ch information systems or as authenticated by the computerized **www.tamtime.ch** procedures except by a contrary written proof provided by the Client.

The scope of the evidence of the information provided by the computer systems of **www.tamtime.ch** is that accorded to an original in the sense of a written signed document.