

Guide for Assembly – Storage – Shipping

Information on Procedures, Services, Terms and Conditions

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1. Introduction

With this guide, we would like to provide you with the most important information for smooth processing of your orders. Needs and services, and legal requirements (Swissness), have increased steadily in recent years. Our goal is to fulfil your orders as efficiently as possible and to the best possible quality. Our team is happy to support you with further information at any time.

2. Assembly

2.1. Order for Assembly

Orders are to be made in writing as early as possible with all important details for assembly (quantity per SKU, description of the watch, photo, etc.) and shipping (shipping method, packaging, destination, CO (Certificate of Origin, etc.). Any changes must be specified before receipt of the components.

2.2. Planning and Capacity Reservation

We recommend that you regularly notify us of the monthly capacity with the planned assembly quantities. This helps us to offer you adequate lead times, usually between 10-15 working days after receipt of all components and movements. Orders that are made without adequate notice are generally not prioritized and are processed last in and last out.

2.3. Logistical Procedures

The logistical procedure must be notified in writing in advance of the assembly. Changes to the procedure cannot be considered during production. We offer the following methods:

2.3.1 Procedure – only quality approved watches

Only watches that meet the criteria for functional and visual inspection are assembled. Any defective components will not be processed and will be returned. If necessary, quantity of order may be reduced.

2.3.2 Assembly and Remark – Visual Defects

Watches with visual defects are assembled and additionally marked with a coloured label (depending on the findings during the assembly process) and a defect code. This allows you to carry out an additional inspection and to assess the watch according to your own criteria.

2.3.3 Exchanging Components after Assembly

We do not offer the exchange of components after assembly.

2.4. Pre-Production Samples and Technical Report

To guarantee a smooth process and to be able to notify of any technical and visual improvements before mass production, we recommend that you send us one or more component sets (max. 5 pieces) for pre-assembly. In addition to the watches, you will receive a written report from our quality and technical department.

As part of our standard assembly process, we will always assemble a sample watch before mass production.

2.5. Recommendation for Spare Parts

During our standard incoming inspection, as well as during production, components with visual and technical defects may be noted. In order for us to replace any defective components and supply you

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with the full quantity per SKU, we recommend you supply sufficient spare parts with the delivery. See our recommendations below:

Main components

Cases, case back, crown 1-2%
Dial 3-5%
Hands 5-10%

Movements 1% if not RONDA

Straps and bracelet 1-2% if applicable

Supporting components

Movement holder 3% O-Rings for case back 3%

Case back screws 3% if applicable Bride/Fixing screws 3% if applicable

3. Swissness

3.1. Definition of a Swiss Watch

A watch is to be regarded as a Swiss Watch if:

- 1. its movement is Swiss Made.
- 2. its movement has been **cased up** in Switzerland (assembly).
- 3. **final inspection** by the manufacturer took place in Switzerland.
- 4. at least 60% of the manufacturing costs are generated in Switzerland.
- 5. its **technical development** has taken place in Switzerland.
- a. in the case of mechanical watches, this must include the mechanical construction and prototyping of the watch as a whole.
- b. in the case of watches that are not exclusively mechanical, this must include the mechanical construction and prototyping of the watch as a whole, together with the conception of the printed circuit or circuits, the display and the software.

3.2. Technical Development

In general terms, technical development is the action which consists of progressing from the specification to the description of a product that can be manufactured and complies with such specification. Technical development comprises the development of the constituent parts, in other words the technical drawing (with the material(s), dimensions, tolerances and possible further processing) of the individual parts and of the assembled components, so permitting their manufacture and their assembly. It also includes work on the layouts of the parts, material, processes, components or computer codes in order to obtain the functions of the product and make the product prototypes.

Source: Guide to the use of the designation "Swiss" for watches – <u>www.fhs.swiss</u>

3.3. Components from Swiss Suppliers

RONDA TIME CENTER SA is happy to support you in the evaluation of Swiss component manufacturers and offers you simple administrative procedures for procurement.

3.4. Calculation of 60% Manufacturing Costs

If you have any questions about the calculation of the manufacturing costs of your products, please feel free to contact us at any time.

4. Terms and Conditions

4.1. Movements from RONDA AG, Lausen

4.1.1 Validity

The following terms and conditions of delivery and payment of RONDA AG apply to all sales and deliveries of movements, subject to any other written agreements. Verbal agreements and promises of any kind are not binding.

4.1.2 Passing of Risk

Our deliveries are always made FCA – Free Carrier – for the account and at the risk of our customers.

4.1.3 Prices and Payment Terms

Our prices are quoted in Swiss francs. They are net, FCA – Free Carrier. Packaging, shipping costs, insurance and value added tax, as well as customs duties and other fees, are to be borne by the customer. RONDA AG reserves the right to adjust prices at any time. Payment deadlines and bank details are stated on the invoice and are binding.

4.1.4 Delivery Terms

RONDA AG delivers punctually whenever possible. However, delivery periods and order confirmations are always approximate and do not represent a fixed transaction under any circumstances. Non-compliance with delivery deadlines does not entitle the customer to compensation or to withdraw from the order.

Call-off orders are undesirable as they cannot be planned. Specified delivery dates for call-off orders are non-binding – fixed orders always have priority! RONDA AG reserves the right to make partial deliveries if necessary.

In the event of late payment, deliveries may be withheld.

4.1.5 Warranty

For a period of two years from the date of delivery, RONDA AG accepts responsibility for material and manufacturing defects at its own expense. The warranty services are limited to repair or replacement of the defective products, depending on the supplier's choice.

RONDA AG accepts no liability for any costs incurred for disassembly and assembly as well as any damage caused directly or indirectly by the products supplied or their use. Consequential damage is also excluded from liability.

Warranty claims are void in the event of damage due to manipulation, processing or improper storage. Batteries are excluded from the guarantee.

4.1.6 Repairs

Movements that are sent for repair remain the property of the customer. RONDA AG confirms receipt of the movements but does not issue a credit note.

If the guarantee conditions are fulfilled, repairs are carried out free of charge, otherwise against invoice. Advance cost estimates are not possible.

4.1.7 Return of Goods

Goods returns are not provided for and are only possible in exceptional cases and in consultation with the sales management. Conditions for this: New goods in their original packaging, not older than 1 year. If the goods are not in their original packaging, RONDA AG reserves the right to refuse to take them back or to charge the corresponding repair costs, which will be deducted directly from the credit note. A handling fee may be charged. Return consignments which have not been agreed in advance with the sales management will be returned immediately to the sender.

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4.1.8 Settlement of Movements ex RONDA TIME CENTER SA

The above general terms and conditions of sale and delivery of RONDA AG are also binding for purchases ex RONDA TIME CENTER SA. In addition, the following supplementary provisions are valid: RONDA TIME CENTER SA purchases movements on behalf of customers exclusively for the purpose of assembling watches in its own factory (pre-financing). If the movements delivered by RONDA AG are not processed or assembled within 3 months, the purchase price of the movements shall be invoiced to the customer without advance notice.

4.2. Foreign Movements

4.2.1 Validity

On request, we also purchase movements from other suppliers, be it from official manufacturers or traders.

4.2.2 Conditions

Movements not from RONDA AG are generally only ordered against pre-payment in advance. We charge a handling fee of 3% on the value of the goods (excluding VAT) for procurement, storage and handling.

4.2.3 Deliveries

RONDA TIME CENTER SA is not liable for delays in delivery by suppliers.

4.2.4 Defects Caused by Faulty Movements

RONDA TIME CENTER SA accepts no liability for consequential damage within the scope of the assembly caused by faulty watch components. Any repair costs for the movements will be invoiced accordingly.

4.3. Entrance Control for Automatic Movements

Generally, all delivered mechanical movements undergo an incoming technical inspection that includes checking for amplitude, rate and beat error.

The customer is notified of any defective or incorrectly regulated movements, and any costs for regulation and repair are proposed.

4.4. Assembly Terms RONDA TIME CENTER SA

4.4.1 Validity

The following terms and conditions of delivery and payment of RONDA TIME CENTER SA apply to all sales and deliveries subject to other written agreements. Verbal agreements and promises of all kinds are non-binding.

4.4.2 Place of Performance and Transfer of Risk

Our deliveries are always made FCA – Free Carrier – for the account and at the risk of our customers. The place of performance for payment is at the registered office of RONDA TIME CENTER SA.

4.4.3 Prices and Payment Terms

Our assembly prices are exclusive of VAT, packaging material, shipping costs, customs duties and fees. Invoices are issued in Swiss francs. The payment deadline is stated on the invoice. RONDA TIME CENTER SA shall be released from the fulfilment of its obligations until the receipt of payments in arrears.

4.4.4 Delivery Date

Delivery schedules are to be regarded as approximate. Information on delivery dates is always approximate and in no case do they represent a firm contract. Partial deliveries are permitted, in

particular in the event of force majeure and circumstances beyond the control of RONDA TIME CENTER SA. Compensation for damages is excluded as far as legally permissible.

4.4.5 Delivery of Watches

Any information for the dispatch of the finished watches must be notified in advance. If no other information is available, the watches will be shipped in the standard packaging. Any last-minute changes to the packaging units will delay delivery and additional costs will be invoiced.

4.4.6 Sample Watches

Any sampling of watches prior to mass production serves solely to evaluate the functionality of the watch and to provide an offer for the services to be rendered. RONDA TIME CENTER SA declines any liability for changes that are made afterwards and that affect the functionality/quality of the watches during mass production.

4.4.7 Inspection of Goods

The customer must inspect the goods immediately upon receipt. Defects must be reported to us in writing without delay, but no later than 15 days after the date of delivery or receipt of the goods. In the event of justified complaints, RONDA TIME CENTER SA will rework the defective goods where possible.

4.4.8 Liability

Compensation in the event of material defects or defects of title shall be limited to our listed compensation payments in the event of notices of defects. In any situation, however, this will be at most to the value of the defective performance. The warranty expires immediately if the customer or third parties use, store or process the delivery item improperly. Liability for consequential damages and financial losses of any kind is expressly excluded to the extent permitted by law.

4.4.9 Warranty

Your watches have been assembled according to the best Swiss watchmaking tradition and individually tested to ensure their water resistance and correct functionality.

As part of our guarantee, RONDA TIME CENTER SA agrees to repair free of charge any malfunction of your watch that is due to an assembly fault detected during the inspection of the watch, in accordance with point 4.4.7 Inspection of Goods.

The warranty services are provided exclusively in our factory in Stabio/CH, the contact details of which are listed on the RONDA website (www.ronda.ch).

Excluded from the warranty are:

Scratches, dents and other damage to the components or movement as a result of incorrect operation and, in general, any defects resulting from inappropriate or improper use and handling of the watch.

4.4.10 Order Cancellation

The delivery of an "Assembly combination", purchase order or email is considered an order. For an order cancelled, where there have been any costs incurred up until that point from receipt and control of components, assembly, administrative expenses, handling, packaging and preparation of the shipment, we reserve the right to charge the costs according to our expenditure.

4.5. Purchase of Components and Terms

The invoicing of components/movements can be carried out by RONDA TIME CENTER SA for the following reasons, but requires the approval of the management.

1. Components which must be purchased in Switzerland to meet the requirements of Swissness (60%), but only to the extent that these are partner companies of RONDA TIME CENTER SA.

- 2. for destinations (e.g., India) where customs regulations only allow the watch to be imported as a complete unit and where the invoice for components delivered to Switzerland cannot legally be settled directly.
- for movements distributed by our official Swiss trading partner, the invoicing can be carried out
 by RONDA TIME CENTER SA. In this case, the order must be notified in advance and confirmed
 by the management. Generally, we decline all liability with regard to quality, origin and delivery.

In all cases, the handling of the components, technical development, drawings, the order etc. must be handled directly by the customer with the supplier. RONDA TIME CENTER SA only takes care of the administrative billing and is in no way liable for faulty deliveries or defective components.

RONDA TIME CENTER SA reserves the right to demand any advance payments or deposits.

For administrative processing, a handling fee of CHF 2.00/watch will be charged together with the assembly costs.

4.6. Place of Jurisdiction

Swiss law shall be applicable exclusively.

4.7. Insurance

4.7.1 Warehouse

All components, movements and watches in stock at RONDA TIME CENTER SA are covered by our global insurance. However, we recommend that you take out insurance for your consignment stock with your local insurance company.

4.7.2 Transport Insurance for Components

In principle, all component deliveries to Stabio must be insured by the sender (CIF – Cost, Insurance, and Freight: the seller covers transport and insurance to the destination port, while the buyer assumes responsibility for costs and risks from that point onward.) Stabio – duty unpaid). Exceptions are deliveries organised and paid for by RONDA TIME CENTER SA.

4.7.3 Transport Insurance for Watches

Generally, all watch deliveries are FCA – Free Carrier (RONDA TIME CENTER SA prepare documents and shipment). Exceptions must be agreed between the contract parties.

When RONDA TIME CENTER SA exports watches/components (Incoterms CIP, CIF, CFR, DAP, DDP) goods are insured as follows:

	iviaximum per snipment	
Warehouse to Shipping Ramp RTC (Manipulation)	CHF	100'000
By Flight, Train, Vessel, Truck (Non-Owned Road Vehicle)	CHF	4'000'000
By Owned Truck/Vehicle/Shuttle	CHF	500'000
By Courier, Parcel Delivery Service, Post (with Signature)	CHF	100'000
By Post (Not Registered)	CHF	5'000

5. Delivery Terms and Packing

5.1. Delivery Terms / VAT for Incoming Components

Please send your components DAP (Delivered At Place) to RONDA TIME CENTER SA. Swiss import duties and value added tax can be charged directly to RONDA TIME CENTER SA by the transport company. Any import duties will then be invoiced to you together with the assembly costs. The value added tax will be settled by us with the authorities. If the components are not exported or invoiced within 5 years, we reserve the right to invoice the VAT. For import duties, please also refer to point 6.3.1.

5.2. Packaging for Watch Components

Please ensure that your supplier securely packs all components so that no damage is caused during transport. Transport insurance must be covered by the sender. Upon receipt of the consignment, the outer boxes will be inspected, and any damaged units will be reported to the transport company with subject to reserve (the recipient reports visible damage while reserving the right to claim for hidden or further damage upon closer inspection). We suggest the following packaging for the essential components:

Watch Cases – packed individually in bags, well-protected box of cardboard or polyfoam







Dials – Blisters with 10 pcs each or protective paper / tissue





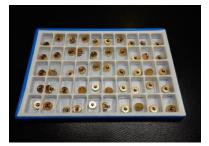


Hands - Plastic trays



Crowns – Attached to watch case or in foam trays with separate compartments



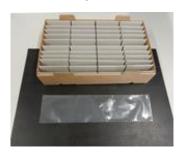


5.3. Packaging for Watches with Bracelets, Leather Straps or Watch Head Only

Unless otherwise informed, all watches with leather / rubber or metal bracelet will be packed in the standard RONDA TIME CENTER SA packaging units after the final inspection. Individual packaging must be requested in writing in advance, ideally when the order is placed. Any additional costs will be invoiced.

As standard, each watch is packed with a glass protector in a standard plastic bag inside a box of 10 watches, or, if watch head only, in boxes of 50 pieces. Prices for boxes are shown on our assembly price list.

Leather Straps



Metal Bracelets



Watch Heads



A note regarding recycling:

The boxes and cases received can be re-used for return shipments of complete watch heads.

5.4. Labelling, Barcode and Serial Number Control

As part of our fulfilment service, we can offer the following:

- Attach pre-printed labels (serial no., brand or price tag) to the watch.
- Attach pre-printed labels and control serial no. with watch reference.
- Record and registration serial no. from case back prepare standard list.
- Printing and labelling pre-registered serial no., attach to the watch.
- Printing and labelling (barcode) and control serial no., attach to the watch.



All information and requests to be advised with the assembly order or before arrival of components at the latest. Please refer to our price list for labelling and serial no. registration.

6. Shipping

6.1. Shipping Terms and Information

In order to guarantee a smooth shipping process for your watches, please notify us of your preferred shipping method when placing your order. Unless otherwise agreed, all shipments will be sent according to Incoterms FCA – Free Carrier. Insurance shall be covered accordingly by the consignee. Transport and courier companies can be freely chosen – the customer number is to be notified for the shipment.

RONDA TIME CENTER SA is Known Consignor. The watches are stored separately after packaging and preparation and may only be picked by certified employees from that point on. With this special status, you benefit from simplified handling at the airport (reduced number of x-rays), and thus save costs of up to CHF 150/box.

6.2. Shipping and Customs Documents

6.2.1 Shipping and Customs Documents – EUR.1

The shipping and customs documents are always sent in advance and must be confirmed by the customer or contractor. The customs document EUR.1., valid for deliveries in Europe, Mexico and China, will only be issued if it complies with the customs requirements (in principle, if the value of the components delivered from abroad does not exceed 40% of the complete watch).

6.2.2 Legalised Documents

Countries require legalised documents from the representative embassy/consulate in Switzerland for the import of watches. The costs for processing and legalisation will be invoiced.

6.3. Certificate of Origin

6.3.1 From Switzerland for Watches

Certificates of origin for assembled watches can be issued respectively, applied for directly online through RONDA TIME CENTER SA. Please note that only assembled and quality-checked watches will receive a confirmation. For movements purchased abroad and imported into Switzerland, we require a valid re-export certificate legalised by the local Chamber of Commerce. Please send this document to us by courier after shipping the movements.

The certificate of origin only confirms the origin of the watches (custom document) and is not a confirmation that the watches meet all requirements under Swissness (law).

7. Distribution of Watches

7.1. Procedure and Information for Drop Shipping

Customers who assemble watches at RONDA TIME CENTER SA can have their watches stored and shipped directly to their individual customers. The watches are stored with the stem pulled/stopper mounted (to save battery life).

The costs of watch assembly, movements and other assembly related expenses will be invoiced, including VAT at the time of storage. If the watches are exported within 5 years, the VAT can be claimed back on request. The costs of assembly are to be paid in accordance with the agreed terms of payment.

The costs for individual packaging and commissioning will be invoiced when the watches are shipped. Documents, delivery note, commercial invoice and customs forms (EUR. 1, original document with company stamp and official signature must be submitted) etc. can be prepared directly by the customer. Upon request or agreement, shipping documents can be prepared by RONDA TIME CENTER SA and are subject to a fee.

The costs for the transport are to be paid by the customer. In this respect, the account number of the corresponding courier service company needs to be advised when placing the order so it can be debited.

Please note that our drop shipping service is subject to an MOQ (minimum order quantity), otherwise a flat fee will be charged according to the price list.

7.2. Fulfilment

7.2.1 Material

Any material, boxes, warranty cards, tools or booklets intended for the individual shipment of the watches can be temporarily stored at RONDA TIME CENTER SA. Delivery from supplier must be preadvised and shall not exceed forecasted quantity. In case of voluminous materials, RONDA TIME CENTER SA reserves the right to charge storage fees upon agreement.

7.2.2 Individual Packaging Process

The processes for packaging the watches must be advised in writing. For cost calculation and preparation of an offer, a sample package must be submitted.

7.2.3 Inventory Supplies

RONDA TIME CENTER SA is not responsible for the inventory of packaging materials, and the customer shall keep theoretical control of quantities. In case of any physical inventory required, costs are charged.

7.2.4 Preparation of Watches

The watches are usually packaged and prepared for shipment within 48 hours (2 working days). Other specifications are possible after consultation and at least 2 days notification before shipping date.

7.2.5 Delivery and Dispatch of Watches

Deliveries are performed Monday through Friday only.

7.2.6 Return Management

The return consignments will be put back into storage for a fee or expertly repaired by our watchmaker. Please note the conditions on our price list. Where justified, defects caused by assembly will be repaired without charge. Freight costs will be refunded if justified.

7.3. Packaging Material

Watches are usually commissioned and shipped in the customers' packaging units. It should be noted that outer cartons and export boxes will be charged if required. If no individual packaging is available, we can offer the following options:

2-Unit Box For watches with metal bracelets



2-Unit Box For watches with leather straps



Any requirements must be notified at least 30 days before dispatch.

7.4. Prices for Drop Shipping / Storage

All prices for individual shipping are ex-works, exclusive of value added tax. Please also note our minimum charges for drop shipping and warehousing.

8. After Sales Service Watches

8.1. Procedure and Information

As a complementary service, we offer an After Sales Service for watches, the conditions for which must be mutually confirmed in advance by a written agreement.

Essential parts of this agreement will be:

- Consignment stock of spare parts
- Repair costs
- Cost estimates
- Billing of the costs
- Repair time

For details, agreement and price list, please contact our Customer Service/Sales department.