

Terms and Conditions

Terms of Sale

All orders are to be prepaid by major credit, PayPal, wire transfer. All payments must be in U.S. Dollars. DWATCH shall have the right to deduct for any sums owed including bank charges, and defer shipments in part or whole until full payment is made.

Payments from certain countries must be made by wire transfer. Contact DWATCH for more information.

Pricing

DWATCH offers competitive market prices. Prices may change without notice. Product illustrations, descriptions and specifications are based on the latest information available at the time of posting. DWATCH reserve the right to change, improve, delete and/or add to the postings on this web site and to correct printing errors without notice. Product pricing does not include shipping. Shipping costs are presented at checkout and prior to finalizing the sale. We reserve the right to invoice additional shipping charges when the shipping carrier invoices us delayed or corrected charges.

Limited Warranty

Your DWATCH dive watch includes a non-transferable 12 month guarantee from the date of purchase, against manufacturing defects. Only parts which are defective as a result of a manufacturing defect, as determined by DWATCH or its authorized agents will be repaired or replaced at no charge. Unauthorized repairs will void this warranty.

This limited warranty shall be the exclusive manufacturer warranty, except to the extent prohibited by law. No other warranty is given, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and no warranty shall extend beyond the period of 12 months from the date of original purchase.

The liability of DWATCH is limited solely to repair or replacement as stated herein. DWATCH shall not be liable, by virtue of the limited warranty or otherwise, for any loss or damage, injury, or death arising out of the use of or inability to use the product, or for any incidental or consequential damage relating in any way to this product.

The following are specifically excluded from the limited warranty:

- Damage resulting from accidental impacts or inappropriate or abusive use;
- Unauthorized repairs;
- Scratches, chipping, or any damage to case or crystal coatings;
- Bands, bracelets, and accessories.

In order to benefit from the limited warranty, the warranty card, dated and completed, must be presented along with the product, to DWATCH or an authorized agent.

This limited warranty gives you specific legal rights which may vary between states and countries. Should any legal action arise out of this agreement, the venue for any such proceeding shall be in the State and County where the main corporate office of DWATCH is located.

Watch Color

This limited warranty exclude deferens in colors between the true color of the watch and the colors as appear on the web site. Each Monitor displays colors differently and may not be the same as actual color of the watch. The combination of the color on each custom made watch is the customers responsibility.

Payment Method

We accept credit card payments, PayPal, wire transfers. Sales to certain countries require payment by wire transfer only.

Sales Tax

Sales Tax will be applied to all purchases shipped to customers in the State of New Jersey, USA only. Customers in other states or other countries are responsible taxes in their local state/country. Customer should check with their own State's Department of Revenue regarding their responsibilities for "use tax" if applicable.

Internet Transaction Security

In some areas of this website we ask you to send us data that needs to be kept securely. The pages that ask for this data come to you through our secure server. We use a 128 bit SSL Certificate to protect your information. You can check that you are viewing the page through our secure server by looking in your browser's address bar - the address should start with **https://www.dwatch.net**. If you are using Netscape or Internet Explorer, these browsers show a padlock icon in their status bar.

Shipping and Returns

Shipping

Do to the fact that each DWATCH is custom build to the client's specifications, Watches usually ships within 21 business days from order confirmation. Watches and parts will be shipped by USPS or UPS or FEDEX. Dwatch is shipping once a week. Please note that we ship only to physical street addresses and we do not ship to post office boxes. All watch shipments require a signature on delivery, with no exceptions.

Tracking numbers for your package(s) are available upon request. Contact us at customerservice@dwatch.net and provide your order number along with your request. Some services such as UPS automatically email tracking information.

Returns

It is the intent of DWATCH to see that our customers are completely satisfied with the products we offer. In the unfortunate case that the customer is not satisfied with the watch, the customer must contact us within 3 days of receiving the watch to receive an RMA (Return Merchandise Authorization) number. The customer has 7 days from the time he/she receives the RMA number to send the watch back. Shipping cost back to us is the sole responsibility of the customer and will not be

refunded back to the customer. All returns must be insured to the full value of the watch. Watches will not be accepted for a refund if they have been worn, if the packaging material has been removed, or if the strap/bracelet has been sized. A return may be accepted at the sole and exclusive discretion of DWATCH.

For Custom Built Watches: If after examination by DWATCH and it determined that the watch was not worn, 10% restocking fee will be applied from the price of the watch.

If after inspection we determine that the watches has been worn or used, packaging material removed, or strap/bracelet sized, DWATCH may decided not to except the watch and will send it back to the customer. In that event shipping cost will be the responsibility of the customer. All accessory sales are final.

If you have any problems with your order, please contact us immediately at customerservice@dwatch.net for assistance. Returns will not be accepted without authorization RMA number. Unauthorized returns will not be accepted, or if inadvertently accepted, will be held until funds are received for return shipping. All products authorized for return must be in new, unused condition, and must be returned in the original packaging along with all associated accessories and packaging materials.

If an order needs to be canceled for any reason, please contact our customer service department immediately at customerservice@dwatch.net. Please do not refuse acceptance of any shipment. Arrangements will be made to return the shipment after your acceptance of delivery and after you have contacted DWATCH.

If you do not want to receive email from us in the future, please let us know by sending us email at the above address.

If you supply us with your postal address online you will only receive the information for which you provided us your address.

Persons who supply us with their telephone numbers online will only receive telephone contact from us with information regarding orders they have placed online.

We do not partner with or have special relationships with any ad server companies.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will post the policy changes to our web site to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our web site periodically.

When we transfer and receive certain types of sensitive financial information, we redirect visitors to a secure server.

If you feel that this site is not following its stated information policy, you may contact us at the above email address or phone number.

Buying Process

All DWATCH orders are placed online or over the phone. We understand that this does not offer our customers the opportunity to examine our watches before making a purchase. For this reason we offer a liberal, *no questions asked*, return policy.

Please note that DWATCH watches maybe large, in the 42mm to 47mm diameter range, and steel watches of this size can be heavy. If you are not certain that you will be comfortable wearing a large watch, please try one at a local watch retailer. Many customers with small wrists are very comfortable with our large, heavy watches.

Exclusions - If the watch has been worn or the band has been sized, a minimum 25% deduction will be made from the amount refunded.

Contact info: By email: dwatch@dwatch.net

Phone: + 201-234-4400