

Terms and Conditions of Sale and Supply

Please read these Terms and Conditions of Sale and Supply carefully and make yourself acquainted with them before purchasing products from this website.

At the end of the order process, please click on the button "I accept the Chronoswiss Terms and Conditions of Sale and Supply" if you agree to these Terms and Conditions of Sale and Supply. Please note that if you do not agree to these Terms and Conditions of Sale and Supply, you will not be able to purchase any products from this website.

1 General provisions

- 1.1 The sale and supply to customers in the Federal Republic of Germany of the products displayed on the <https://www.chronoswiss.com/en/> and <https://www.chronoswiss.com/de/> website is governed exclusively by the following Terms and Conditions of Sale and Supply in the version applicable at the time the order is placed. Any deviating conditions provided by you will not be recognised unless we agree to them expressly in prior writing. Amendments or additions to these Terms and Conditions of Sale and Supply must be made in writing.
- 1.2 You can download these Terms and Conditions of Sale and Supply as a PDF document at any time by clicking <https://chronoswiss.com/pdf/terms-and-conditions.pdf>. In order to view this document, you will require the free Adobe Reader programme which you can download from <http://get.adobe.com/de/reader/>. We recommend that you print out a copy of these Terms and Conditions of Sale and Supply for later reference.
- 1.3 We are Chronoswiss AG ("Chronoswiss", "we" or "us"), email: luzern@chronoswiss.com, telephone: +41 (0)41 552 2100, and are registered in Switzerland in the commercial register of the Canton of Lucerne under registration number CHE-108.737.174. Our company director is Oliver Ebstein.

2 Order requirements

In order to be able to place product orders on our website, you must:

- 2.1 be a consumer and purchase the products in this capacity. You will be deemed to be a consumer if the purpose of the supplies and services ordered cannot be attributed to your commercial or self-employed professional activity. By contrast, an entrepreneur (*Unternehmer*) is any natural or legal person or partnership with legal capacity who or which upon conclusion of the contract acts in the course of their commercial or self-employed professional activity.
- 2.2 be in a legal position to enter into binding contracts;
- 2.3 be at least 18 years of age;
- 2.4 have your place of residence in the Federal Republic of Germany.

3 Purchase of goods, order process

- 3.1 The presentation of our goods and the grant of the possibility to order do not constitute a legally binding offer by us. You can select products from our product portfolio and collect them in your "shopping basket" by clicking on the button "Add to basket". Before submitting the order, you can change and view the data at any time. The order itself can only be submitted and transmitted if you have accepted these Terms and Conditions of Sale and Supply by clicking on the button "I accept the Terms and Conditions of Sale and Supply" and by doing so submitting your order. Only your order which you placed by clicking the button "Order and pay now" constitutes a binding offer to us to conclude a purchase contract.
- 3.2 Once you have submitted an offer, you will receive an email to the email address provided by you ("**Order Confirmation**") to confirm that we have received your order. The Order Confirmation provides details of the purchase offer placed with us and your order reference number. This Order Confirmation does not constitute acceptance of your offer. Its purpose is merely to inform you that we have received your order.
- 3.3 A purchase contract with us is only concluded if we accept your order and send you a further email confirming acceptance of the order including details regarding the expected delivery period ("**Order Acceptance**") or if we ship to you the ordered product and confirm in a second email ("**Delivery Confirmation**") that it has been dispatched ("**Contract**").
- 3.4 The Contract only covers those products included in the Order Acceptance or which we have delivered to you. If your order contained additional products, these are not covered by the Contract and there is no duty to supply these products to you until the dispatch of the corresponding goods has been confirmed in a separate Order Acceptance email.
- 3.5 We can refuse your offer, particularly:
- 3.5.1 if the product is unavailable;
 - 3.5.2 if you do not meet the requirements for orders set out under section 2 above;
 - 3.5.3 if there clearly was an error in the provision of the price or product description.
- 3.6 If the product you have ordered is not available at the time you place your order, we shall inform you of this without undue delay. If the product is permanently unavailable, we shall not accept your order. In this case, a Contract will not be concluded.

4 Price and payment

- 4.1 All prices specified on our website are inclusive of the respective valid statutory value added tax. Before submitting the order, the individual prices will again be listed separately and by way of total price, including details of any costs of postage. Product prices may change at any time. If we have already sent you an Order Acceptance, the prices stated in that Order Acceptance shall apply (with the exception of section 4.3).

- 4.2 Our website contains a large number of products and even when exercising our best efforts, it could always happen that prices displayed on our website for some of the products are not correct. We usually check the accuracy of the prices within the framework of our delivery process. If the correct product price is lower than the price previously stated, we shall charge the lower price when delivering the product. If the correct price is higher than the price provided on the website, we will usually and at our discretion contact you in order to agree mutually with you the further course of action. However, we reserve the right to reject your order without contacting you. We shall inform you of the rejection of your order without undue delay.
- 4.3 We are not obliged to supply you with a product at an incorrect (lower) price if the price error is clear and unmistakable and could reasonably have been recognised by you as an incorrect price, even if we have already sent you an Order Acceptance containing the incorrect price.
- 4.4 The order process is limited to a total order volume of EUR 30,000 and to a maximum of 3 watches.
- 4.5 The purchase price payable by you will be set out in the Order Acceptance or in the Delivery Confirmation. The purchase price will be due for payment immediately upon conclusion of the Contract, before delivery of the products. Should you have chosen to pay by credit card, we will charge your credit card with the total amount owed shortly before the products are dispatched. We are entitled to postpone delivery of the products until full payment has been received.
- 4.6 If the payment date is a specific calendar date, you will already be in default of payment once you miss that date. In this case, we reserve the right to charge default interest at the statutory rate. The obligation to pay default interest does not prevent us from claiming further damages for late payment.
- 4.7 All credit card holders are subject to validity checks and approvals by the card issuer. We are entitled to exchange with third parties (card issuers and, where appropriate, other vicarious agents involved in the payment process) the credit card holder's personal data necessary for such checks. In the event that the credit card issuer refuses to approve payment to be made to us, we shall not be liable for delays or non-delivery.

5 Delivery

- 5.1 We will inform you of the date on which your parcel is dispatched (including the parcel tracking number) by way of delivery notification message. Delivery will be free of charge.
- 5.2 The place of delivery will be the place specified in the Order Acceptance. We only deliver within the Federal Republic of Germany. For deliveries to England, France, Austria, Switzerland or Spain, please visit Chronoswiss' respective country website:
- England: <https://www.chronoswiss.com/en/>
 - Germany: <https://www.chronoswiss.com/de/>

Should we be unable to meet the expected delivery period specified in the Order Acceptance, we shall contact you swiftly so as to notify you of a later delivery date. Should you reject the new delivery date, you will be able to cancel the order free of charge and will be reimbursed without delay with the purchase price paid for the product(s).

6 Transfer of title

- 6.1 We retain title in the delivered goods until all claims arising against you under the Contract have been settled. So long as title in the goods is retained by us, you must not sell the goods to anyone else or dispose of them in any other way.
- 6.2 The risk of accidental destruction of, accidental damage to or accidental loss of the goods shall pass to you upon delivery of the goods to you or once you are in default of acceptance of the goods.

7 Cancellation right

Cancellation guidance

Cancellation right

You have the right to cancel this Contract within fourteen days without providing reasons. The cancellation period runs fourteen days from the day on which you or a third party named by you (who must not be the carrier) accepted delivery of the last of the goods.

To exercise your cancellation right, you must inform us, Chronoswiss AG, email: luzern@chronoswiss.com, telephone: +41 (0) 41 552 2100, of your decision to cancel the Contract by way of a clear declaration (e. g. a letter sent by post, fax or email). You can, but are not required to, use the attached sample cancellation form for this purpose.

It will be sufficient in terms of meeting the cancellation deadline if you send the declaration notice on the exercise of your cancellation right before the cancellation period expires.

Consequences of cancellation

Once you cancel this Contract, we must refund to you all payments received from you, including delivery costs (with the exception of additional costs which result from you having selected a method of delivery other than the cheapest standard delivery offered by us) without delay and by no later than fourteen days from the day on which we received your notification of cancellation of this Contract. For this reimbursement, we shall use the same method of payment that you used for the original transaction unless we expressly agree otherwise with you; under no circumstances will you be charged fees for this reimbursement.

We will collect the goods.

We shall bear the costs of returning the goods.

You must only pay for any loss in value of the goods if this loss in value results from your way of handling the goods which handling was not necessary in order to check the quality, characteristics and functionality of the goods.

- 7.1 Whilst in your possession, you must handle the goods with due care. If you do not comply with this obligation, we may have a right to payment of damages (*Schadenersatz*).
- 7.2 If you wish to return a product to us, please contact us via our website or by email (luzern@chronoswiss.com) or telephone via the customer services centre (+41 (0)41 552 2100). We shall then inform you about the measures for the return of the product to us.

8 Liability for defects

- 8.1 If the goods delivered exhibit a defect of quality (*Sachmangel*) ("**Warranty Event**"), we shall at our discretion either remedy the defect or supply you with a non-defective product.
- 8.2 If subsequent performance (*Nacherfüllung*) under section 8.1 fails twice or if you cannot reasonably be expected to accept such subsequent performance or if we refuse to provide subsequent performance, you are entitled, subject always to the applicable law, to withdraw from the Contract (*Rücktritt*), to reduce the purchase price and / or to claim damages. The special provisions set out under section 10 of these Terms and Conditions of Sale and Supply also apply to damages claims.
- 8.3 There shall particularly be no Warranty Event in the following cases:
- 8.3.1 where the damage was caused by incorrect or improper use of the products while in your possession,
- 8.3.2 where the damage was caused because the products were being subjected to harmful external influences (especially extreme temperatures, damp, unusual physical or electrical use, fluctuations of electrical current, stroke of lightning, static electricity, fire).
- 8.4 We shall not be liable for an error or defect which has resulted from improper repair by a service partner not authorised by us.
- 8.5 The warranty period will run for two years from delivery.

9 Guarantee (*Garantie*)

- 9.1 Irrespective of the liability for defects, all watches offered for sale on this website shall be sold with a 24-months international guarantee (international guarantee certificate) [**LINK**] for defects in material and manufacture, issued by Chronoswiss AG, Lucerne, Switzerland, as manufacturer. The full guarantee conditions are set out in the international guarantee certificate supplied with every watch.

9.2 Claims arising from this guarantee can be made by returning the product to:

Chronoswiss AG
Löwenstrasse 16a
6004 Lucerne
Switzerland
Email: luzern@chronoswiss.com
Tel.: +41 (0) 41 552 21 00
Fax: +41 (0) 41 552 21 09.

The returned goods must be accompanied by the fully and correctly completed and stamped international guarantee certificate.

9.3 For returns of products under the guarantee, please request from our customer service centre at luzern@chronoswiss.com a free collection of the products.

9.4 In the event of unjustified complaints which are not covered by the international guarantee of Chronoswiss AG (e. g. normal wear and tear of the product, defects caused by improper use, expired guarantee term etc.), Chronoswiss reserves the right to charge you for the reasonable costs for collecting, examining and returning the product.

9.5 The Chronoswiss guarantee does not in any way restrict the warranty rights to subsequent performance (*Nacherfüllung*), reduction of purchase price (*Minderung*), withdrawal from contract (*Rücktritt*) and payment of damages (*Schadensersatz*) to which the purchaser is entitled under law.

10 Exclusion of liability

10.1 Claims for payment of damages (*Ansprüche auf Schadensersatz*) are excluded. This exclusion does not relate to damages claims arising from injury to life, body or health or from the breach of material contractual obligations (*Kardinalpflichten*) or to liability for other damage which results from an intentional (*vorsätzlich*) or grossly negligent (*grob fahrlässig*) breach of duty by us, our statutory representatives or vicarious agents (*Erfüllungsgehilfen*). Material contractual obligations are such obligations the fulfilment of which is essential for accomplishing the purpose of the Contract.

10.2 In the case of breaches of material contractual duties, we shall only be liable for damage typically foreseeable under this type of contract insofar as such damage was caused negligently, unless the damage claims concern an injury to life, body or health.

10.3 The restrictions set out in sections 10.1 and 10.2 also apply in favour of our statutory representatives and vicarious agents when claims are being brought directly against them.

10.4 The provisions of the German Product Liability Act (*Produkthaftungsgesetz*) remain unaffected.

11 Data protection and confidentiality

All personal data collected by us will only be processed and used in accordance with the applicable data protection laws. Your data subject rights are set out in our data protection policy <https://www.chronoswiss.com/en/privacy-policy> .

12 Miscellaneous

- 12.1 You must not transfer, assign, encumber or otherwise dispose of the claim to delivery of the goods ordered under this Contract without our prior written consent.
- 12.2 Should individual provisions of these Terms and Conditions of Sale and Supply be or become ineffective or invalid in their entirety or in part, this shall not affect the validity of the remaining provisions of the Terms and Conditions of Sale and Supply. The parties undertake to replace the ineffective or invalid provision by a valid provision which reflects as closely as possible the intended economic purpose. The same applies in the event of a gap (*Regelungslücke*).
- 12.3 When using our website, you agree that communications with us will take place – to the extent permitted by law – by electronic means. We will contact you by email at the email address provided by you or write to you at the address you provided to us.
- 12.4 All notices addressed to us must be addressed to Chronoswiss AG, Löwenstrasse 16a, CH-6004 Lucerne, Switzerland, email: luzern@chronoswiss.com, telephone: +41 (0) 41 552 21 00, fax: +41 (0) 41 552 21 09.
- 12.5 In the event of disputes arising from or in connection with these Terms and Conditions of Sale and Supply and the Contracts, we or you can file a claim before any court responsible under the applicable law.
- 12.6 The Contract concluded between you and us is exclusively governed by the law of the Federal Republic of Germany, excluding expressly the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.7 If throughout the term of the Contract we do not require you to meet certain contractual obligations, or if we do not exercise certain rights or legal remedies to which we are entitled under the Contract, this shall not constitute a waiver of these rights or legal remedies and does not release you from your duty to observe such obligations. A waiver by us of any of these rights or legal remedies shall only be valid if we expressly state in writing that this constitutes a waiver. A waiver by us of the assertion of claims arising from non-performance (*Nichterfüllung*) or improper performance (*Schlechterfüllung*) shall not constitute a waiver of the assertion of claims arising from later incidences of non-performance or improper performance.
- 12.8 If these Terms and Conditions of Sale and Supply are also provided in a language other than German, in the event of any inconsistencies between the German and other language version(s), the German version shall prevail.