

General Terms and Conditions of the Consignment Service of Chrono24 Direct

Updated 22/09/2026

1. Scope of application

1.1

These "General Terms and Conditions of the Consignment Service of Chrono24 Direct" ("Consignment Terms and Conditions") govern the conditions for the use of the consignment service of Chrono24 Services GmbH, Sachsenallee 24, 01723 Wilsdruff, Germany ("Chrono24 Direct") for watches from private sellers (consumers), which, in addition to their sale, also includes in particular receipt of the watch, an inspection of its condition and any Refurbishment work required on the watch ("Consignment Services"). A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, or profession.

1.2

Chrono24 Direct shall not accept any alternative terms and conditions of the contractual partner ("**Consignor**"). This also applies if Chrono24 Direct does not expressly object to their inclusion.

2. Consignment goods; storage; ownership

2.1

Chrono24 Direct is commissioned and authorized by the Consignor to sell and transfer the watch or watches covered by the consignment contract (hereinafter the "Contract"), together with paperwork, the watch box, and any other accessories (hereinafter the "Consignment Goods") in its own name for the account of the Consignor, provided that the sales price is at least equal to the contractually agreed minimum sales price.

2.2

The Consignor undertakes to send the Consignment Goods to the following address within fourteen (14) days of conclusion of the Contract ("**Submission Period**"): Chrono24 Services GmbH, Sachsenallee 24, 01723 Wilsdruff, Germany. Chrono24 Direct shall provide a shipping label, and if this label is used for shipping, shipping is at the risk of Chrono24 Direct. The Consignor is responsible for proper packaging of the Consignment Goods. Chrono24 Direct shall provide the Consignor with a document setting out detailed instructions for proper packaging and shipping. The Consignor undertakes to observe and implement these instructions.

2.3

If the Consignor does not send the Consignment Goods to Chrono24 Direct within the Submission Period, Chrono24 Direct is no longer bound by the agreed minimum sale price of the Consignment Goods and may propose a new minimum sale price to the Consignor. The maximum deviation from the minimum sale price originally set is 20%. If the Consignor rejects this amendment to the Contract, Chrono24 Direct is entitled to terminate the Contract extraordinarily within seven (7) days by written declaration. Following this termination, Chrono24 Direct shall return the Consignment Goods to the Consignor on payment of the outward and return shipping costs by the Consignor.

2.4

Chrono24 Direct undertakes to inspect the Consignment Goods immediately, but at the latest within five (5) working days (Monday to Friday) of delivery, for externally visible transport damage and for completeness, condition, and function (hereinafter the "**Condition Inspection**"). The Consignor is aware that this also requires the Consignment Goods to be opened and hereby gives consent to their being opened and a professional inspection procedure to be carried out. If and to the extent that Chrono24 Direct discovers damage or defects during the Condition Inspection, Chrono24 Direct shall notify the Consignor of this immediately. To clarify: Damage and defects do not include deviations from the usual and expected condition in accordance with the contractual agreement. If Chrono24 Direct discovers damage or defects at a later date, Chrono24 Direct shall also notify the Consignor of this immediately on discovery.

2.5

Chrono24 Direct shall also carry out an authenticity and theft check.

2.5.1

The theft check includes a search in "The Watch Register" database (www.thewatchregister.com) to determine whether the Consignment Goods have been stolen from or otherwise lost by their rightful owner. Additional databases may be added at any time.

2.5.2

Authenticity checks are used to determine whether any of the parts of the Consignment Goods are not original parts.

- If the inspection reveals that parts of the Consignment Goods are not genuine, this shall be documented by Chrono24 Direct. In addition, Chrono24 Direct undertakes to inform the Consignor – and, if a sales contract has already been concluded, also the buyer of the Consignment Goods ("**End Customer**") – immediately.

- If the watch itself is not genuine, Chrono24 Direct reserves the right either to retain the watch or, if legally permissible, to return it to the Consignor at the Consignor's expense. In this case, the Consignor shall bear the risk of confiscation by customs and assume liability for the resulting consequences. In the event of a return, the Consignor shall be informed expressly that the watch may not be used for commercial purposes and is intended for private use only.

- If the watch box, paperwork, or other accessories are not genuine, this does not affect assessment of the authenticity of the watch. Chrono24 Direct reserves the right

either to retain such accessories or to return them to the Consignor at the Consignor's expense. If the non-authentic accessories are excluded from the sale, Chrono24 Direct is no longer bound by the minimum sale price of the Consignment Goods and may propose a new minimum sale price to the Consignor. If the Consignor rejects this amendment to the Contract, Chrono24 Direct is entitled to terminate the Contract extraordinarily by written declaration within seven (7) days. Following this termination, Chrono24 Direct shall return the Consignment Goods to the Consignor on payment of the outward and return shipping costs by the Consignor.

- The Consignor shall indemnify Chrono24 Direct against any third-party claims due to the inauthenticity of the Consignment Goods.

2.5.3

If the theft investigation reveals that the Consignment Goods have been stolen from or otherwise lost by the rightful owner, Chrono24 Direct may terminate the Contract without notice. In this case, Chrono24 Direct also reserves the right to inform the competent authorities and to hand over the Consignment Goods to the competent authorities.

2.6

If, in addition to the Consignment Goods, the Consignor also sends official warranty, documents confirming origin, or supplementary documents – e.g. service receipts, repair invoices, or similar documents – these shall be passed on to the End Customer unaltered and transferred to them. If the Consignment Goods are not sold, Chrono24 Direct shall return the Consignment Goods to the Consignor together with the documents provided.

2.7

Ownership of the Consignment Goods shall remain with the Consignor. Chrono24 Direct shall not have ownership of the Consignment Goods at any time. Ownership is transferred to the End Customer on completion of the sale.

2.8

The Consignment Goods shall be marked as the property of the Consignor and stored separately from the goods of Chrono24 Direct and the goods of other consignors in the warehouse at Sachsenallee 24, 01723 Wilsdruff, Germany ("**Consignment Warehouse**"). Chrono24 Direct is entitled to remove the Consignment Goods from the Consignment Warehouse at any time for their sale or any related purposes.

2.9

Chrono24 Direct shall not receive any separate remuneration from the Consignor for storage or the provision of storage space. Chrono24 Direct shall bear the running costs in connection with storage.

2.10

In the context of the sale of the Consignment Goods – in which Chrono24 Direct acts as seller in its own name – any legally required notifications (e.g. to the tax authorities) shall be made exclusively by Chrono24 Direct. Irrespective of this, it is the responsibility of the Consignor to check its tax obligations independently, in particular with regard to the taxability and declaration of income generated, and to fulfill all obligations vis-à-vis the competent tax authorities. Chrono24 Direct cannot provide any advice or accept any responsibility for the tax affairs of the Consignor. In particular, this excludes any liability for the correct tax classification or declaration of the income generated by the Consignor.

3. Transfer of risk; insurance

3.1

Chrono24 Direct shall be liable vis-à-vis the Consignor for damages incurred by the Consignor as a result of the loss of or damage to the Consignment Goods in the Consignment Warehouse. However, this does not apply if the loss or damage could not have been prevented by exercising the due diligence of a prudent businessman. In addition, the limitation of liability provided for in Clause 7.1 shall apply.

3.2

Chrono24 Direct undertakes to insure the Consignment Goods at its own expense against fire, water, theft, and damage by third parties. The insurance cover for the consigned item under this clause is provided in the amount of the agreed minimum sale price less the contractually agreed commission; this amount constitutes the insured value of the consigned item. This amount also constitutes the contractual limitation of liability vis-à-vis the consignor for loss of or damage to the consigned item while in the custody of Chrono24 Direct, including during outbound and return shipping using the shipping label provided by Chrono24 Direct; clause 7.1 remains unaffected.

3.3

Should an insurance-related claim occur during shipment of the Consignment Goods, the Consignor shall be obliged to provide all documents and information required to clarify the facts of the case and for Chrono24 Direct to assert the claim immediately. Cooperation in this context includes filing a criminal complaint, notifying the watch manufacturer, completing any official procedures, sending photos or videos.

4. Direct debit authorization; return by the End Customer

4.1

In the event that Chrono24 Direct assigns the claims against the End Customer arising from the respective execution transaction (the sale of the Consignment Goods to the End Customer) to the Consignor, Chrono24 Direct shall remain authorized to collect those claims.

4.2

Chrono24 Direct shall handle collection of receivables due from the End Customer. This service is also covered by the agreed commission.

4.3

Withdrawals based on a statutory or contractual right of withdrawal and returns of Consignment Goods based on any other contractual or statutory right of return of the End Customer ("**Returns**") shall also be accepted by either of the parties with effect for the other party. Chrono24 Direct shall inform the Consignor immediately of any incoming Return. In the event of improper Returns by the End Customer (e.g. after

expiry of the withdrawal period), the parties shall agree on an appropriate solution; however, the Consignor shall have the final decision in such cases.

4.4

If the purchase contract with an End Customer is rescinded following the effective exercise of a contractual or statutory right of withdrawal or return by the End Customer, the Consignor shall refund to Chrono24 Direct any amounts received from the transaction in question within fourteen (14) days of receipt of the relevant information. The same applies in the case of other Returns, insofar as the Consignor has previously agreed to them. Chrono24 Direct retains the right to commission if the Consignor is responsible for the rescission or Return.

5. Repair and/or Refurbishment of Consignment Goods

5.1

The Consignor is aware that the Consignment Goods may have to be reconditioned and/or repaired before they are sold ("**Refurbishment Work**").

5.2

By signing the Contract, the Consignor authorizes Chrono24 Direct to carry out the Refurbishment Work, provided that the costs incurred ("**Refurbishment Costs**") do not exceed a gross amount of EUR 300.00 ("**Flat-Rate Refurbishment Costs**"). Chrono24 Direct shall inform the Consignor of the Refurbishment Work and the costs involved before the Refurbishment Work begins. Chrono24 Direct shall only undertake Refurbishment Work with costs exceeding EUR 300.00 gross after submission of a corresponding cost estimate and prior approval by the Consignor ("**Approved Refurbishment Costs**").

5.3

If the Consignment Goods deviate from the contractually agreed condition or exhibit other defects and these cannot be

5.3.1

remedied by Refurbishment Work, or

5.3.2

if the amount required for this exceeds the Flat-Rate Refurbishment Costs and the parties cannot agree on Approved Refurbishment Costs, Chrono24 Direct shall contact the Consignor to adjust the minimum sale price. If an agreement on an adjustment of the minimum sale price is not reached within fourteen (14) days of Chrono24 Direct contacting the Consignor, Chrono24 Direct is entitled to terminate the Contract extraordinarily within seven (7) days. Following this termination, Chrono24 Direct shall return the Consignment Goods to the Consignor on payment of the outward and return shipping costs by the Consignor.

5.4

The "General Terms and Conditions of Service and Repair" of Chrono24 Direct (hereinafter the "**Service Terms and Conditions**") shall apply to the Refurbishment Work in addition to these Consignment Terms and Conditions (in particular the provisions on the replacement of components, the completion of Refurbishment Work by third parties, damage to or loss of the watch and the warranty (including the provisions on water resistance)). In the event of contradictions between these Consignment Terms and Conditions and the Service Terms and Conditions, the Service Terms and Conditions shall take precedence with regard to the performance of the Refurbishment Work.

6. Commission; terms of payment

6.1

In return for the Consignment Services, Chrono24 Direct shall receive (i) the remuneration specified in the Contract for the sale (hereinafter the "Commission"); (ii) – if applicable – the Flat-Rate Refurbishment Costs or Approved Refurbishment Costs for Refurbishment; (iii) – if applicable – the flat-rate payment due for the Condition Inspection in accordance with Clause 8.3; (iv) in addition, the Consignor shall always bear the delivery costs and, if no sale is made, also the return costs (the items specified under (i) to (iv) together constituting "Chrono24 Direct's Costs"). The sums agreed in this respect and the Commission include the statutory tax and other price components.

6.2

If the Consignment Goods are sold, Chrono24 Direct shall transfer the sales price for the Consignment Goods to the Consignor after deduction of Chrono24 Direct's Costs. The transfer payment shall be made within thirty (30) days of delivery of the Consignment Goods to the End Customer to the account specified by the Consignor.

6.3

If the Consignment Goods are not sold during the term of the Contract, Chrono24 Direct shall invoice the Consignor separately for Chrono24 Direct's Costs – for clarification: without commission. Clause 8.2 (Obligation to pay commission in the event of termination by the Consignor) remains unaffected.

6.4

Payments to Chrono24 Direct shall be transferred to the following Chrono24 Direct account within fourteen (14) working days of receipt of the invoice: IBAN DE89 6605 0101 0108 3991 71. The date of receipt of payment is definitive.

7. Liability

7.1

Notwithstanding the provision of Clause 3.1, Chrono24 Direct shall only be liable for damages – regardless of the legal grounds – in the event of intent or gross negligence. In the event of simple negligence, Chrono24 Direct shall only be liable for damages resulting from injury to life, body, or health and for damages resulting from the breach of a material contractual obligation. A material contractual obligation is an obligation the fulfillment of which makes proper execution of the Contract possible in the first place and on compliance with which the Consignor regularly relies and may expect to rely; in the latter case, Chrono24 Direct's liability is limited to compensation for the foreseeable, typically occurring damage at the time of conclusion of the Contract. Mandatory statutory liability, such as liability on the basis of the Product Liability Act, remains unaffected by the above limitation of liability.

7.2

Should it become apparent during the inspection of the Consignment Goods by Chrono24 Direct or later – including after the sale – that the Consignment Goods have been stolen from or otherwise lost by the rightful owner, the Consignor shall compensate Chrono24 Direct for the resulting damage if the Consignor was aware of this or was at least negligently unaware of it. Corresponding culpability is assumed.

8. Term

8.1

The Consignor may terminate the Contract at any time before the end of the Contract term by giving two weeks' notice.

8.2

If the Consignor terminates the Contract in accordance with Clause 8.1, Chrono24 Direct undertakes to return the Consignment Goods to the Consignor within fourteen (14) days of receipt of the notice of termination. In this case, the Consignor shall pay the outward and return shipping costs, the Refurbishment Costs (see Section 5) and the Commission on the agreed minimum purchase price.

8.3

If Chrono24 Direct terminates the Contract on the basis of Clause 2.5.2, Clause 2.5.3, or Clause 5.3, Chrono24 Direct shall return the Consignment Goods to the Consignor within fourteen (14) days of receipt of the notice of termination and shall invoice the Consignor for the outward and return shipping costs, any Refurbishment Costs, and the costs incurred for the inspection of the Consignment Goods in the form of a flat-rate charge of EUR 249.00 gross.

9. Return of unsold Consignment Goods

If the Consignment Goods are not sold within the agreed Contract term, Chrono24 Direct shall return the Consignment Goods to the Consignor at its own expense. The Consignor shall bear the outward shipping costs and any Refurbishment Costs incurred. An invoice for these costs shall be sent to the Consignor before the Consignment Goods are returned.

10. Data Privacy Policy

Information about the collection and processing of personal data in connection with the provision of Consignment Services can be found in Chrono24 Direct's Privacy Policy, which applies in addition to these Consignment Terms and Conditions.

11. Right of withdrawal of the Consignor

If the Consignor is a consumer within the meaning of Section 13 of the German Civil Code (BGB), they have a right of withdrawal in accordance with the statutory provisions.

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this Contract within fourteen days without specifying a reason.

The withdrawal period is fourteen days from the date the Contract was concluded.

To exercise your right of withdrawal, you must inform us, Chrono24 Services GmbH, Sachsenallee 24, 01723 Wilsdruff, Germany, email: service@chrono24-direct.com, of your decision to cancel the Contract by means of a clear statement (e.g. a letter sent by post or email). You may use the withdrawal form below, but other formulations are also acceptable.

To comply with the withdrawal period, you must send your notice of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

If you withdraw from the Contract, we will refund all payments we have received from you, including delivery costs (except for any additional costs if you selected a different mode of delivery than the least expensive standard delivery we offered). The refund shall be made promptly and at the latest within fourteen days of the date we received your withdrawal notice. The amount shall be refunded via the same means of payment you used in the original transaction, unless expressly agreed otherwise with you. You will not incur any fees in connection with this refund. If you have requested that performance of the services commence during the withdrawal period, you shall pay us a reasonable amount equal to the proportion of the services that have already been performed up to the time you notify us of your intention to withdraw in relation to the total scope of the services specified in the Contract.

Withdrawal form

(If you wish to withdraw from the Contract, please complete this form and return it to us.)

To: Chrono24 Services GmbH, Sachsenallee 24, 01723 Wilsdruff, Germany, email: service@chrono24-direct.com

I/we (*) hereby withdraw from the contract I/we concluded (*) for the provision of the following service (*)
Ordered on (*)

Name(s) of the consumer(s)

Address(es) of the consumer(s)

Signature(s) of the consumer(s) (only for statements made in paper form)

Date

(*) Please delete or strike through as applicable.

In the case of a contract for the provision of services, the right of withdrawal shall expire early on complete provision of the service if the Consignor has expressly agreed before the start of provision that Chrono24 Direct shall start providing the service before the end of the withdrawal period, has given their consent to this, and at the same time confirmed that they are aware that the right of withdrawal expires on complete fulfillment of the contract by Chrono24 Direct.

-End of the withdrawal policy-

In the event of a withdrawal, Chrono24 Direct shall return the Consignment Goods to the Consignor. The shipping costs for the return shipment shall be borne by the Consignor. The Consignor shall be sent a corresponding invoice for this.

12. Final provisions

12.1

The Consignment Services and the entire legal relationship between Chrono24 Direct and the Consignor are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), if

12.1.1

the Consignor's habitual residence is in Germany, or

12.1.2

the Consignor's habitual residence is in a country outside the European Union.

In the event that the Consignor has their habitual residence in another Member State of the European Union, German law shall also apply, although mandatory provisions of the state in which the Consignor has their habitual residence shall remain unaffected.

12.2

If any provision of these Consignment Terms and Conditions is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. In accordance with Section 306(2) BGB, any provisions that are invalid or inapplicable shall be regulated by statutory law. If statutory law is not applicable in the specific case (loophole) or would lead to an unreasonable outcome, the parties shall enter into negotiations to replace the invalid or inapplicable provision with a valid provision.

12.3

Chrono24 Direct wishes to point out that Chrono24 Direct is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

12.4

In the event of discrepancies or differences in interpretation, the German version of these General Terms and Conditions shall take precedence.