

## 1. Scope of application

### 1.1

These "General Terms and Conditions of Service and Repair" ("**Service Terms and Conditions**") of Chrono24 Services GmbH, Sachsenallee 24, 01723 Wilsdruff, Germany ("**Chrono24 Direct**") apply to all refurbishment work carried out by Chrono24 Direct on watches ("**Watch**"), such as condition inspections or repairs ("**Service**"). The Service Terms and Conditions are aimed equally at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) ("**Entrepreneurs**") and consumers within the meaning of Section 13 BGB ("**Consumers**").

### 1.2

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

## 2. Delivery or return of the Watch; cost estimate

### 2.1

If the Customer does not hand over the Watch to Chrono 24 Direct in person, Chrono24 Direct shall provide the Customer with a shipping label for insured shipping of the Watch to Chrono24 Direct together with instructions for proper packaging and shipment of the Watch ("**Shipping Instructions**") following a written request for the provision of Services.

### 2.2

By handing over or sending in the Watch, the Customer agrees to a professional inspection of the condition of the Watch ("**Condition Inspection**"), which is necessary for the preparation of the cost estimate. The Customer is aware that this also requires the Watch to be opened and hereby agrees to this opening and the professional inspection procedure. If and to the extent that Chrono24 Direct discovers damage or defects during the Condition Inspection, Chrono24 Direct shall notify the Customer immediately. If Chrono24 Direct discovers damage or a defect at a later date, Chrono24 Direct shall also notify the Customer immediately on discovery.

### 2.3

The Customer expressly confirms that the Watch sent in by them is free of third-party rights and that the Customer is authorized to commission the Services. The Customer undertakes to indemnify Chrono24 Direct against any claims, demands, losses, or damages arising from a culpable breach of this obligation.

### 2.4

Within five (5) working days of receipt of the Watch, Chrono24 Direct shall prepare a cost estimate for the Services and send this to the Customer. The cost estimate shall also include information about the expected processing time from its acceptance ("**Non-Binding Processing Time**"). The details of the Non-Binding Processing Time are provided solely for the Customer's information. The term "working day" refers to any day except Saturday, Sunday, or public holidays in Germany.

### 2.5

If it transpires during preparation of the cost estimate that Chrono24 Direct cannot provide the Services itself, Chrono24 Direct reserves the right to have the repair carried out by a carefully selected and certified third-party provider (e.g. specialist workshop or the watch manufacturer) ("**Third-Party Provider**"). In this case, Chrono24 Direct shall inform the Customer in advance and obtain the Customer's consent to the transfer of the Watch to the Third-Party Provider. Chrono24 Direct shall bear the risk for shipment of the Watch to the Third-Party Provider, for the return shipment to Chrono24 Direct, and for any damage or loss while in the care of the Third-Party Provider. Chrono24 Direct shall send the Customer a quote based on the Third-Party Provider's cost estimate and submit it to the Customer for approval. If the Customer gives their written consent, the Service shall be provided in accordance with the quote. If the Customer refuses the repair, the Watch shall be returned to the Customer without Chrono24 Direct carrying out the Service. Chrono24 Direct shall bear the costs of outward and return shipping to and from the Third-Party Provider.

### 2.6

The quote shall be provided free of charge, unless the model has complex functions (e.g. perpetual calendar or minute repeater). In this case, Chrono24 Direct shall issue an invoice for a down payment for preparation of the cost estimate before the cost estimate is prepared and send it to the Customer. This down payment invoice is only payable if the Customer rejects the cost estimate and is due at the latest when the Watch is returned to the Customer. If the cost estimate is accepted, the down payment shall be offset against the final invoice.

## 3. Commissioning; rejection of the cost estimate

### 3.1

Unless stated otherwise, the quote shall be valid for a period of ten (10) working days from the date it is sent to the Customer (the "**Acceptance Period**"). Acceptance of the cost estimate by the Customer requires written confirmation and constitutes a binding contract between the Customer and Chrono24 Direct for the performance of the Services. On acceptance of the cost estimate, Chrono24 Direct undertakes to start performing the agreed Service as soon as possible.

### 3.2

If a cost estimate is not accepted within the Acceptance Period or is rejected by the Customer, the Watch shall be returned in accordance with Section 6.

### 3.3

If the cost estimate is not accepted until after expiry of the Acceptance Period, this shall constitute a new offer by the Customer, which may be accepted or

rejected in writing by Chrono24 Direct. If Chrono24 Direct accepts the offer, the Customer shall be given a new Non-Binding Processing Time (see Clause 2.4), which shall be determined taking into account Chrono24 Direct's current workload and may exceed the Non-Binding Processing Time originally specified in the cost estimate.

### 3.4

Should circumstances arise before the start of or during performance of the Service for which Chrono24 Direct is not responsible and which make the performance of the Service difficult or impossible – due to the age or condition of the Watch, non-availability of spare parts, or force majeure, for example – Chrono24 Direct reserves the right to adjust the cost estimate and to submit it to the Customer as a new quote or – if the Service is impossible – to discontinue the Service or not to start it at all. If the revised or adjusted estimate is not accepted or the Service is discontinued/not started, the Watch shall be returned to the Customer. If parts of the Service have already been provided, Chrono24 Direct's claim to remuneration shall remain in force to the extent of the Services already provided.

## 4. Prices

The prices stated in the cost estimate for the planned Services and any necessary spare parts are firmly agreed on acceptance of the cost estimate, unless a right of adjustment is specified in these Service Terms and Conditions. Prices include statutory value added tax. VAT shall be shown separately on the invoice.

## 5. Replacement of components

### 5.1

Worn small parts of the Watch ("**Old Parts**") shall be replaced as part of the Service with new components ("**New Components**") manufactured to Chrono24 Direct standards and using the latest developments in technical and aesthetic manufacturing. A complete Watch overhaul, which includes a full service according to the manufacturer's specifications and replacement of parts – even small parts – only with original spare parts shall not therefore be carried out. By accepting the cost estimate, the Customer agrees that the Old Parts shall be retained by Chrono24 Direct and thus waives the right to demand the return of the Old Parts.

### 5.2

The availability of dials and straps that are identical to the original parts of the Watch may be limited in some cases. If these parts are no longer available, Chrono24 Direct reserves the right either to replace the dial and/or strap with parts that are visually closest to the original part of the Watch or to overhaul the original dial if technically possible. Chrono24 Direct shall obtain the Customer's express consent for this before carrying out the replacement.

## 6. Returning or sending back the Watch

### 6.1

In the event of (i) non-acceptance or rejection of the estimate by the Customer, (ii) the Service being unavailable or discontinued for any reason, or (iii) completion of the Service, Chrono24 Direct shall inform the Customer that the Watch is being returned or sent back. The Customer shall always bear the costs of outward and return shipping.

### 6.2

The Watch can be sent securely packaged within a reasonable period to an address within the European Union (EU) or the European Economic Community (EEA) that the Customer specifies in writing. If the Customer sends the Watch to Chrono24 Direct from a territory outside the EU/EEA, the Watch shall be returned to them securely packaged within a reasonable period to the address from which it was sent, provided that all necessary customs formalities have been completed. The Customer shall be responsible for proper fulfillment of all customs obligations in connection with the import and export of the consigned goods. This includes in particular declaration, processing, and payment of any duties to the competent customs authorities. A change of Customer address after the Watch has been sent to Chrono24 Direct shall only be accepted on a case-by-case basis and only after the Customer's identity has been formally verified.

### 6.3

Chrono24 Direct accepts no liability for damage and/or loss of the Watch resulting from incorrect or incomplete address details provided by the Customer.

## 7. Damage to or loss of the Watch

### 7.1

*Responsibility during shipment of the Watch to Chrono24 Direct:*

#### 7.1.1

If the Watch is sent to Chrono24 Direct with a shipping label from Chrono24 Direct in accordance with Clause 2.1, Chrono24 Direct undertakes to pay compensation to the Customer in the event of loss or theft during shipment after the Watch has been handed over to the shipping service provider designated by Chrono24 Direct, unless the Customer has caused the loss or theft by culpably disregarding the Shipping Instructions. In this case, the Customer is obliged to provide all necessary documents and information immediately to clarify the facts and to assert the claim by Chrono24 Direct. Cooperation in this context includes filing a criminal complaint, notifying the Watch manufacturer, completing any official procedures, sending photos or videos.

#### 7.1.2

If the Customer commissions a shipping service provider independently and thus sends the Watch to Chrono24 Direct on their own responsibility, Chrono24 Direct shall not be liable for damage to or loss or theft of the Watch during shipment. Chrono24 Direct's responsibility for the Watch shall begin only on actual receipt of the Watch by Chrono24 Direct. Compliance with all applicable customs regulations in connection with the export and import of the Watch is the sole responsibility of the Customer. Chrono24 Direct accepts no responsibility for any breaches of the law committed by the Customer.

### 7.2

*Responsibility after receipt of the Watch by Chrono24 Direct:*

If the Watch is damaged through the fault of Chrono24 Direct during performance of the Service – and if this damage cannot be rectified by a proper repair – Chrono24 Direct is obliged to pay compensation if the damage cannot be rectified by repair.

### 7.3

*When returning the Watch to the Customer:*

Chrono24 Direct undertakes to compensate the Customer in the event of theft or loss of the Watch during shipment and before delivery to the Customer, in accordance with Clause 7.2. This obligation is without prejudice to the provisions of Clause 6.3.

## 8. Warranty

### 8.1

The Customer's warranty claims shall expire within twelve (12) months of completion of the Service.

### 8.2

Excluded from the warranty are, in particular, defects in the Watch that are due to improper handling or improper use of the Watch. This includes, in particular, operating errors, tampering with the Watch by third parties, and moisture damage due to contact with water that does not comply with Chrono24 Direct's recommendations for water resistance following completion of the Service.

### 8.3

The Customer is obliged to inspect the Watch on receipt and to notify Chrono24 Direct in writing of any obvious defects in the Service within ten (10) working days of receipt. If a defect is discovered subsequently that was not recognizable during inspection on receipt, this shall be reported to Chrono24 Direct in writing within five (5) days. If the Customer fails to notify us within the specified periods, the Watch and the Service provided shall be deemed to have been accepted by the Customer as being in perfect condition and the Customer may not assert any claims in respect of any defects.

### 8.4

Due to the influence of individual wearing habits, the wear and tear of parts, and the ageing of seals, the accuracy of the Watch cannot be guaranteed and the water resistance can only be guaranteed in accordance with the specifications in Section 9.

## 9. Water resistance of the Watch

### 9.1

Chrono24 Direct shall test the water resistance of the Watch on completion of the Service in accordance with the ISO 22810:2010 and DIN 8310 standards and shall inform the Customer of the results on completion of the Service. A warranty for water resistance shall only be provided within the scope of this recommendation. Chrono24 Direct is not responsible for damage caused by the ingress of moisture into a non-waterproof Watch – or by use that does not comply with Chrono24 Direct's recommendations.

### 9.2

So-called diving Watches, which are specially designed for use in extreme underwater conditions, must pass strict tests in accordance with ISO 6425. Chrono24 Direct does not carry out these tests and therefore cannot assume any warranty for these higher water resistance requirements. The Customer shall be informed of this fact specifically before the Services are performed.

## 10. Dealing with counterfeit or altered Watches

### 10.1

During the inspection of the Watch as part of the Service, it shall be determined whether any of the parts of the Watch are not original. Anomalies shall be documented accordingly. If it transpires in the course of the inspection that the Watch is not genuine, Chrono24 Direct undertakes to inform the Customer immediately. Chrono24 Direct reserves the right either to retain the Watch or, if legally permissible, to return it to the Customer at the Customer's expense. If the

Watch is confiscated by customs, the Customer shall bear the associated risk. In the event of a return, the Customer shall be informed expressly that the Watch may not be used for commercial purposes and is intended for private use only.

### 10.2

Chrono24 Direct also reserves the right to refuse a Service if aesthetic and/or technical changes have been made to the Watch. If the invoice for the inspection and/or return costs is not paid within a period of one year of notification of the request for payment, Chrono24 Direct reserves the right – after a further written reminder – to dispose of the Watch and the corresponding accessories.

## 11. Theft check

The theft check includes a search of "The Watch Register" database ([www.theWatchregister.com](http://www.theWatchregister.com)) to determine whether the Watch has been stolen from or otherwise lost by its rightful owner. Additional databases may be added at any time. If the theft check reveals that the Watch has been stolen from or otherwise lost by its rightful owner, Chrono24 Direct reserves the right to inform the relevant authorities and hand the Watch over to them. In such a case, there is also good cause for Chrono24 Direct to terminate the Service without observing a notice period.

## 12. Liability

Chrono24 Direct shall only be liable for damages – irrespective 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 Customer 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.

### 13. Customer's right of withdrawal

If the Customer is a Consumer within the meaning of Section 13 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 Customer 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 Watch to the Customer. The shipping costs for the return shipment shall be borne by the Customer. The Customer shall be sent a corresponding invoice for this.

### 14. Final provisions

#### 14.1

A Customer who is not a Consumer may only offset or assert a right of retention against claims of Chrono24 Direct if their counterclaim is undisputed, a legally binding title exists, or the counterclaim is in a synallagmatic relationship to the claim in question.

#### 14.2

The Services and all legal relationships between Chrono24 Direct and the Customer are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), if: For Consumers residing in the EU, the mandatory provisions of the consumer protection law of the Member State in which the Consumer has their habitual place of residence shall also apply, insofar as these are more advantageous to the Consumer than the provisions of German law.

#### 14.3

For Customers who are merchants within the meaning of the German Commercial Code (HGB), a special fund under public law, or a legal entity under public law, Dresden is the exclusive place of jurisdiction for all disputes in connection with the Services.

#### 14.4

For Customers who are Consumers, the place of jurisdiction is the Customer's place of residence and the registered office of Chrono24 Direct. Chrono24 Direct may only initiate legal proceedings against Consumers before the courts at their place of residence.

#### 14.5

If any provision of these Terms and Conditions of Service 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 of these Terms and Conditions of Service 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.

#### 14.6

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.

#### 14.7

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