

- Trusted Checkout -

General Terms and Conditions

Updated 09/19/2024

1. Scope of Application

1.1 The supplier,

(hereinafter "**Seller**") sells goods on the online marketplaces of Chrono24 GmbH, Haid-und-Neu-Str. 18, 76131 Karlsruhe, Germany (hereinafter "**Chrono24**"), e.g., Chrono24.com (hereinafter "**Platform**"). The following General Terms and Conditions of Sale apply to purchase agreements relating to goods (hereinafter "**Purchase Item**") between Buyers and Sellers concluded via the Trusted Checkout service. Chrono24 merely provides a Platform for the conclusion of purchase agreements between Sellers and Buyers, but does not itself become a party to these agreements.

- 1.2 Sellers can register as (professional) dealers or as private sellers (users) to offer goods on the Platform. The Trusted Checkout service can be used by both dealers and private sellers. If goods are offered by dealers or businesses who make the sale in the exercise of a commercial or independent professional activity, the special provisions in Section 5.2 (Warranty) and Section 9 (Consumer's Right of Withdrawal) shall apply. If the Seller is a private seller and is not making the sale in the exercise of a commercial or independent professional activity, warranty rights shall be governed by Section 5.3.
- 1.3 You can view and print the current General Terms and Conditions on our website.
- 1.4 The Seller does not accept any deviating terms and conditions of the Buyer. This also applies if the Seller does not expressly object to the inclusion.
- 1.5 When watches are purchased through the Trusted Checkout service, these terms and conditions of sale take precedence over any other contractual Terms and Conditions of the Seller.

2. Conclusion of Contract

- 2.1 Listing Purchase Items on the Platform does not constitute a binding offer to enter into a purchase agreement. It merely constitutes a non-binding invitation to prospective Buyers to submit purchase requests to the Seller.
- 2.2 If the Buyer submits a binding offer to conclude a purchase agreement ("Submit order"), Chrono24 will inform the Buyer of the receipt of their offer by sending an order confirmation by email. However, the order confirmation does not constitute a legally binding acceptance of the purchase offer.
- 2.3 A purchase agreement for the Purchase Item is only concluded when the Seller accepts the Buyer's purchase offer by declaration or shipment of the watch.

3. Delivery/Retention of Title

- 3.1 Unless otherwise agreed, delivery shall be made from the Seller's registered business address to the address specified by the Buyer. The Seller is required to insure the shipment for the full value of the Purchase Item and to choose a shipping method with tracking. Shipping costs, including transportation insurance, shall be borne by the Buyer unless otherwise agreed.
- 3.2 The delivery times indicated on the Platform or in the order confirmation are calculated from the time the invoice amount is credited to the receiving account.
- 3.3 The Purchase Item remains the property of the Seller or consignor (principal) until the purchase price has been paid in full, insofar as the dealer acts as commission agent.

4. Prices, Billing, Terms of Payment

- 4.1 Prices shown on the Platform include taxes and other price components.
- 4.2 Payment is made in advance via the payment service provider Mangopay.
- 4.3 The invoice amount must be transferred to the designated account within five (5) working days after conclusion of the purchase agreement. The date of receipt of payment is the determining factor. The Seller may withdraw from the contract without notice if the purchase price is not paid on time.
- 4.4 The Buyer shall only be entitled to offset if the counterclaim has been legally established or is undisputed by the Seller or is in a close reciprocal (synallagmatic) relationship with the claim against the Seller.

5. Warranty Rights

- 5.1 **Warranty claims against Chrono24:** Chrono24 does not itself become a party to purchase agreements concluded via the Trusted Checkout service. The Buyer may only assert claims for defects arising from such purchase agreements against the Seller with whom they have concluded a purchase agreement for a Purchase Item.
- 5.2 **Warranty claims against dealers and businesses:**

- 5.2.1 If the Seller is a dealer or business (cf. Article 14 BGB) who makes the sale in the exercise of a commercial or independent professional activity, the Buyer's warranty claim due to a defect in the Purchase Item shall be governed by the relevant legal provisions.
- 5.2.2 The legal statute of limitations shall apply. The statute of limitations for warranty claims for used goods is one year, notwithstanding the statutory provisions and to the extent permitted by law.
- 5.2.3 The shortening of the statute of limitations under Section 5.2.2 shall not apply to claims for damages, in particular to claims for damages due to a breach of the obligation to remedy defects. Section 8 applies exclusively to these claims. Any shortening of the statute of limitations shall not apply if the Seller has fraudulently concealed a defect in the Purchase Item. Furthermore, any shortening of the statute of limitations shall not apply if the Buyer resides in Norway.
- 5.3 **Warranty claims against private sellers:**
- 5.3.1 If the Seller is a private seller and is not making the sale in the exercise of a commercial or independent professional activity, the warranty rights with regard to defects in used goods are excluded. In the case of newly manufactured items, the statute of limitations pertaining to claims for defects is limited to one year.
- 5.3.2 Section 5.2.3 shall apply mutatis mutandis to the limitation of claims for defects under Section 5.3.1.

6. Condition of the Purchase Item

- 6.1 The Purchase Item is deemed to conform with the purchase agreement if it
- corresponds to the description provided by the Seller in the listing and has the characteristics of the goods which the Seller has presented to the Buyer as a sample or specimen;
 - is suitable for a specific purpose intended by the Buyer, which the Buyer has made known to the Seller at the time of conclusion of the purchase agreement and which the Seller has also agreed to;
 - is fit for the purposes for which goods of the same kind are normally used;
 - is of a quality and performance which is customary for goods of the same kind and which the Buyer may reasonably expect, taking into account the nature of the goods and, where applicable, the public statements made by the Seller, the manufacturer, or their representatives, in particular in published content or on the label, concerning the specific characteristics of the goods.
- 6.2 Unless the Purchase Item is marked as "new," the goods offered for sale are used goods. In the case of used goods, the actual, individual state of preservation as shown in the item description and photos in the listing on the Platform is decisive for the agreed condition. Detailed information on condition descriptions and categories can be found here: <https://www.chrono24.com/info/conditions.htm>

Unless otherwise stated in the condition description, signs of wear and age-related imperfections such as scratches and deviations in functional accuracy are not defects as long as they are consistent with the normal condition of a used item.

Defects, damage, or functional problems that affect the value of the goods but are shown in the item description or photos are part of the quality agreement, and therefore do not constitute defects in this regard.

6.3 The Seller sells only "original goods."

Watches are everyday objects subject to wear and tear. It is understood that watches require maintenance. A watch that has been sent to the manufacturer for servicing remains an original, authentic watch, even if some components have been replaced. Watch parts that often need replacing include the crystal, dial, springs and other expendable parts subject to wear in the movement, case seals, screws, and hands. Even experienced experts sometimes aren't able to determine every modification (e.g., every replacement piece and their originality or the use of an identical piece such as a screw from another manufacturer) when examining a movement. The exchange or replacement of components does not affect the originality of the Purchase Item; there are thus no warranty claims in this respect unless contrary information was provided in the item description.

6.4 If the water resistance of the watch is not specified in the listing, warranty claims for defects in this respect are excluded.

6.5 Unless otherwise agreed, the Seller undertakes not to warrant the quality of the Purchase Item.

7. Buying With Certified / Certificate of Authenticity

7.1 "Certified" is the name of a special Chrono24 program for established, highly reliable Sellers. Certified is not a service ordered by the Buyer from Chrono24, but an additional component of the Seller's offer, provided that the Seller sells the Purchase Item via the Platform under the Certified program.

7.2 If an item is sold on the Platform under the Certified program, as indicated by the corresponding label or icon in the listing, the following applies:

7.2.1 The Seller has performed a comprehensive theft and authenticity check on the item prior to listing it on the Platform. The **Theft Check** includes cross-referencing the watch's serial number with relevant stolen watch databases (e.g., "The Watch Register," www.thewatchregister.com), to make sure that the watch has not been stolen or otherwise lost by its rightful owner. The Seller reserves the right to select the relevant database(s) at its own discretion. If the Theft Check reveals that the watch has been stolen or otherwise lost by its rightful owner, it will not be shipped to the Buyer and the purchase agreement will not be concluded. If the Theft Check does not reveal any theft or loss, this does not mean that the watch has not been stolen or otherwise lost by its rightful owner, as any theft or loss may not have been recorded or may be listed in other (unchecked) databases. The **Authenticity Check** consists of inspecting the item according to the following criteria:

- All "Critical Components" (case, case back, movement, and dial) come from the manufacturer of the watch and match the reference number of the watch.
- Not more than two "Key Components" (crown, hands, bezel, and pushers) are non-branded aftermarket parts.
- The watch does not contain aftermarket parts bearing the brand name or logo of the manufacturer.

Wearing/expendable parts (such as gears, screws, gaskets, spring bars, bracelets, straps, crystals, etc.) and the box and papers are **not** relevant and therefore not part of the Authenticity Check.

7.2.2 For watches sold under the Certified program, the Seller issues a Certificate of Authenticity to the Buyer on the Seller's behalf. Furthermore, Chrono24 provides the Buyer with an Authenticity Guarantee which is valid for a period of thirty (30) days from the date the Purchase Item is shipped. The terms and conditions of this guarantee are available at <https://www.chrono24.de/info/watch-certification-service-terms.htm> and will be sent separately to the Buyer.

7.2.3 The Authenticity Guarantee covers only those aspects specified in Section 7.2.1 and does not relate to the condition or function of the Purchase Item.

7.2.4 Chrono24's Authenticity Guarantee is in addition to the Buyer's warranty rights with respect to the Seller. The Authenticity Guarantee does not affect the Buyer's legal capacity to assert their warranty rights free of charge.

8. Liability

8.1 Chrono24 does not itself become a party to purchase agreements concluded via the Trusted Checkout service. Any liability claims arising from such purchase agreements can only be asserted by the Buyer against the Seller with whom they have concluded a purchase agreement for a Purchase Item.

8.2 Unlimited liability: The Seller is liable for intent and gross negligence. The Seller is liable for ordinary negligence (in accordance with the Product Liability Act) for damages resulting from injury to life, limb, and health.

8.3 Limitation of liability: In the event of ordinary negligence, the Seller shall be liable only

- in the event of a breach of a material contractual obligation, the performance of which is essential for the proper execution of the contract and upon which the Buyer may reasonably rely (cardinal obligation), and
- to the amount of damage foreseeable at the time of the conclusion of the contract, and typical for

this type of contract. This limitation of liability shall also apply to the benefit of the Seller's vicarious agents.

9. Customer's Right of Withdrawal

9.1 In the event that you are a consumer, you have a right to withdraw from the purchase agreement under the conditions laid out below. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, or profession.

9.2 You are only entitled to a right of withdrawal if the Seller is registered as a dealer or business, i.e., makes the sale in the exercise of a commercial or independent professional activity.

Cancellation Policy

Return Policy

You have the right to cancel this contract within fourteen (14) days without giving any reason.

The cancellation period is fourteen (14) days from the date on which you – or a third party (other than the carrier) acting on your behalf – took possession of the purchased item.

In order to exercise your right of withdrawal, you must send

a clear statement of your decision to withdraw from the purchase agreement (e.g., a letter sent by post, fax, or email). You may use the sample cancellation form below, but other formulations are also acceptable.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of Cancellation

If you cancel the contract, we will refund all payments we received from you, including delivery costs (except for any additional costs, if you selected a different mode of delivery than the cheapest standard delivery we offered). The refund will be made promptly and at the latest within fourteen (14) days from the date we received your cancellation notice. The amount will be refunded via the same means of payment you used in the original transaction, unless expressly otherwise agreed with you. You will not incur any fees in connection with this refund.

We reserve the right to withhold the refund until we have received the Purchase Item or you have provided us with proof that you have returned the Purchase Item, whichever comes first.

You must return the Purchase Item to

within fourteen (14) days of the date on which you notify us of your cancellation. The deadline is met if you send the goods before the period of fourteen (14) days has expired.

You shall bear the direct costs of returning the Purchase Item. The costs are estimated to be no more than the equivalent of 250 EUR.

You shall only be liable for any diminished value of the Purchase Item if such diminished value was caused by your handling the Purchase Item in a way that was not necessary for checking the condition, properties, or functionality of the Purchase Item.

Sample Cancellation Form

(If you wish to cancel the contract, please complete this form and send it back to us.)

- To:

- I/we (*) hereby revoke the agreement concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following service (*)
- Ordered on (*) / received 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 what does not apply.

- 9.3 Chrono24 assists with the withdrawal and return of your purchase as part of the Trusted Checkout service. Please report your withdrawal to Chrono24. You can do this in your Chrono24 account (Transaction / Report a problem). Alternatively, you can also report your withdrawal by post, fax, or email

Chrono24 GmbH
Haid-und-Neu-Str. 18, D-76131 Karlsruhe,
Germany; Fax: +49 721 - 96693 990
Email: checkout@chrono24.com

- 9.4 Please note that the Purchase Item is in most cases very expensive. In the event of cancellation, the Purchase Item must be returned insured for the full purchase price to avoid loss. Please note that if you return the watch uninsured, you may be liable for damages in the event of loss. Chrono24 will be happy to help you organize the return of the Purchase Item.
- 9.5 Some of the Purchase Items sold on the Platform are covered with a protective film. This protective film is not a barrier to the inspection of the condition, properties, or functionality of the Purchase Item. The protective film is designed to prevent damage to the watch during inspection. Please note that the resale value of an unworn watch may be significantly reduced if the protective film is removed. Please note that if you remove the protective film and cancel the purchase agreement, you may be responsible for any depreciation in the value of the Purchase Item.
- 9.6 Please note that the resale value of a watch may be significantly reduced if the original packaging (box), papers or accessories are missing, or if the documentation (warranty card, certificates) is incomplete. The purchased item should therefore be returned in the original packaging (box), with the complete documentation (warranty card, certificates) and all accessories in order to avoid claims for damages due to any loss of value.

- 9.7 In the event of withdrawal, any damage and/or contamination of the Purchased Item must be avoided. To ensure adequate protection during the return shipment and to avoid claims for damages due to inadequate packaging, please use protective outer packaging where appropriate.
- 9.8 Please note that the conditions described in Sections 9.3 to 9.7 are not prerequisites for the effective exercise of your right of withdrawal. They apply only as non-binding guidelines in the event of withdrawal.

10. Final Provisions

- 10.1 Should one or more of the provisions of this contract be or become invalid, the validity of the remaining provisions shall not be affected.
- 10.2 These Terms and Conditions shall be governed exclusively by the laws of the country in which the Seller is incorporated, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention"). The choice of law is limited or does not apply if the Buyer is a consumer and enters into the purchase agreement for a purpose that cannot be attributed to a commercial or independent professional activity; and
- this Agreement does not deprive the Buyer of the consumer protection provisions of the Buyer's country of residence, from which the law of the Buyer's country of residence cannot be derogated by agreement. In this case, in addition to the foregoing choice of law, the applicable consumer protection laws of their country of residence shall apply.
- or
- a choice of law is excluded according to the law of the Buyer's country of residence. In this case, this agreement shall be governed by the law to which the applicable law of said country refers. If the Buyer is a consumer residing in Switzerland, Swiss consumer law shall apply, provided that the requirements of Section 120(1) a-c IPRG are met. If the Buyer is a consumer residing in Norway, Norwegian consumer law shall apply, provided that the requirements of Section 1 of the Norwegian Consumer Sales Act are met.