

## **Allgemeine Geschäftsbedingungen der ZeitMeister Uhren AG**

### **1. INTRODUCTION**

The following general terms and conditions of Zeitmeister Uhren AG, apply to all products as well as services. Customer is any natural or legal person who has business relations with Zeitmeister Uhren AG.

**(In the following paragraphs Zeitmeister is used instead of Zeitmeister Uhren AG to simplify the text).**

### **2. SCOPE OF APPLICATION**

All products and services are subject to Zeitmeister's terms and conditions. For business transactions and deliveries the present GTC are applied. Conflicting or deviating terms and conditions will not be accepted unless Zeitmeister expressly agrees to them in writing.

### **3. OBLIGATIONS OF ZEITMEISTER**

Zeitmeister guarantees to provide its services professionally and with care. In addition, Zeitmeister strives to always offer the most up-to-date range of products at fair prices.

In the online store of Zeitmeister the offer of products and services is directed to responsible persons, natural as well as legal, with (residence) in Switzerland and Principality of Liechtenstein as well as in whole Europe, USA and Asia.

### **4. NO GUARANTEE FOR INFORMATION**

Zeitmeister tries to provide its customers with detailed information about its product range and services. For this purpose, information is provided to us directly by manufacturers and suppliers. It is important to us to present this information as customer-friendly as possible. However, Zeitmeister does not guarantee any information about assortment, availability, delivery times, services and warranty conditions and duration. This information must not be understood as an insurance. We assume no liability for the accuracy, timeliness and completeness. If you would like to receive a binding assurance regarding delivery date, availability or service, please contact our customer service by email to: [info@zeitmeister.ch](mailto:info@zeitmeister.ch).

### **5. PRICES**

For orders in our online store, the prices advertised at the time of the order apply. All prices are inclusive of VAT. Listed "Instead prices" correspond to the competitor prices or non-binding price recommendations in Switzerland. No liability is assumed for deviating competitor prices or non-binding recommended prices. Zeitmeister reserves the right to change prices at any time.

### **6. BUSINESS DECISION**

Assortment, prices and services, which are published under the website of Zeitmeister, represent an offer. However, these offers are always subject to the (resolutive) condition of an impossibility of delivery or incorrect pricing on the part of the manufacturer or Zeitmeister.

As soon as the customer places an order online or in the store, this is considered a business decision or conclusion of contract. An automatically generated order confirmation by e-mail informs the customer that his order has arrived at Zeitmeister.

The receipt of this automatically generated order confirmation with the corresponding order number is not a promise that the product is actually available and can be delivered. The order confirmation only informs the customer that the submitted order has arrived at Zeitmeister. Thus a contract has been created, which can be cancelled in case of non-delivery. The occurrence of one of the above dissolving conditions will dissolve the contract immediately and without the consent of the parties. If the contract is cancelled, Zeitmeister is not obliged to deliver a replacement.

## **7. PAYMENT**

### **Visa / MasterCard:**

In Zeitmeister online store you can pay conveniently and securely by credit card. We accept Visa and Master Card as well as Maestro for customers from abroad. As soon as Zeitmeister has received a payment confirmation, we will send you the order. Your next credit card statement should show your order. If you return goods, the amount will be credited back to your credit card account.

### **Post Finance / e-finance:**

With e-finance, PostFinance offers you convenient and secure payment via the Internet. As a PostFinance customer, you can easily log in with your e-finance number and password. The payment amount will be debited directly from your PostFinance account free of charge. Afterwards you will receive a confirmation email from Zeitmeister for your successful order.

### **PostFinance Post Card:**

PostFinance also offers payment via PostFinance Card. The registration is done via your card and ID number. Monthly limits are set by PostFinance to protect against misuse.

### **Prepayment:**

After sending your order you will receive a confirmation email. In this email you will find all bank details of Zeitmeister. You can settle the payment via post office counter, bank or e-banking. Please note that any bank transfer fees will not be covered by Zeitmeister. When making a payment, the order number must be specified as the purpose of payment so that the payment can be assigned to the corresponding order. Depending on the financial institution, the booking may take several days.

### **PayPal:**

After placing the order, you will be redirected to PayPal where you make the payment from your PayPal account. We use a secure transmission method SSL to protect your data. Every information is sent encrypted. Please note that in rare cases, payment transactions may be subject to external processing errors over which we have no control.

### **Financing Purchase:**

Yourasset AG, in collaboration with its partner bank in Switzerland, offers the option to purchase a luxury watch via financing. The required data entry is done via the Yourasset platform. By submitting your data, you agree to the contractual terms of the Yourasset platform and its partner bank.

If your financing request has been approved by the partner bank, Zeitmeister will check the order and confirm it. With the confirmation, the purchase contract between you and Zeitmeister comes into effect. You will receive the confirmation via e-mail and directly in your login account on the Yourasset platform.

Via the Yourasset platform you will be informed when you can pick up the watch from Zeitmeister. Or if you have chosen delivery by mail, when the watch has been sent to your specified home address. When Zeitmeister hands over the watch, we will check your identification document again.

In connection with the financing purchase, Zeitmeister only receives data for the purpose of fulfilling the purchase contract. The data may include the following: Your first and last name, home and delivery address, e-mail, telephone number and the approval of your financing application.

In general, the customer undertakes to pay with the means of payment provided. Until full payment of the purchase price, the products remain the property of Zeitmeister.

## **8. CANCELLATION AND TERMINATION OF THE CONTRACT**

Orders placed with Zeitmeister are binding, and the customer must therefore accept the service. It is at the discretion of Zeitmeister to grant subsequent modifications and cancellations in special cases. In this case, handling fees may apply. The handling fee is 25% of the order plus the loss in value of the product since the order was placed.

The customer has seven days to take delivery of the products, otherwise Zeitmeister has the right to cancel the contract and charge handling fees.

If Zeitmeister cannot deliver the order due to impossibility of delivery, the customer has the right to cancel the contract at the earliest four weeks after the agreed delivery date. The amounts refunded in advance will be fully refunded to the customer due to non-delivery.

## **9. RIGHT OF RETURN AND EXCHANGE**

Zeitmeister grants its customers a right of return of 7 days. The beginning of the period is the day on which the product arrives at the customer. Condition for the right of return:

- The products must have been worn for fitting only, as in a specialty store.
- All products must be returned complete and intact. The watches have been fully checked at the time of dispatch. Labels and any existing protective films are part of the delivery and must also be returned. Please make sure that the watches are packed properly.
- Returns are at the expense and risk of the customer and must be returned by registered mail. The post office will then issue you with a receipt, which will include a tracking number in the event of a lost package.

Products should be returned to the following address:

- Zeitmeister Watches Ltd.  
Badenerstrasse 18  
8004 Zurich  
Switzerland

Returns, which cannot be assigned to the customer, are in the blocked warehouse for 1 week. After this period, Zeitmeister will freely dispose of the return.

Unfortunately we cannot offer you a right of return on the following articles:

- Articles with a price over CHF 2`000.- (right of return).
- Special individual productions and engraved products
- Sales articles / reduced products
- Genuine jewelry, i.e. products made of precious metals such as gold, silver and platinum. Only in this way, we can guarantee the authenticity of the precious metals. (here applies the right of exchange)
- Specially marked products may also be excluded from the right of return.

If you would like to exchange an order you have received, please contact customer service immediately at 044 242 30 30 or by email at [info@zeitmeister.ch](mailto:info@zeitmeister.ch).

## **10. DELIVERY & COLLECTION**

Zeitmeister sends every order registered and by A-Post with the Swiss Post. Orders to foreign countries are also sent by Swiss Post and in minor cases by DHL or Deutsche Post. Please check your picked up or delivered goods immediately for correctness, completeness and possible damages. Within 24 hours after receipt, errors or damages must be reported to Zeitmeister. Please contact customer service immediately. For the processing of claims, the shipment must be kept in the state of delivery.

Within Switzerland and the Principality of Liechtenstein, orders with an order value of CHF 200 or more will be delivered free of charge. In case of non-collection or refusal to accept the package, the right of return is not applicable and the customer has the following choice:

- Resending the order for a fee of CHF 11.-, which must be paid in advance.
- Cancellation for a fee of CHF 45.

If Zeitmeister does not receive a reply from the customer within 30 days of receiving the return, the order cannot be cancelled. If any fees have been incurred by billers and/or financial institutions due to non-collection or refusal, these must be paid by the customer.

## **11. WARRANTY**

On products that we represent but do not manufacture ourselves, Zeitmeister has no influence on the functionality and their warranty of the manufacturer. The warranty conditions of the manufacturer always apply.

In the event of a warranty claim, the manufacturer has the following options: Repair or exchange. The compensation is calculated on the basis of the current value of the product, but never exceeds the value on the day of purchase.

Warranty services are provided unless there are reasons for exclusion such as incorrect and harmful handling or other damage. Elementary damage (damage caused by the action of nature), drop and impact damage, moisture damage and excessive wear and tear are not covered by the warranty. Batteries, wear parts such as bracelets, and the like are excluded from the warranty.

For repairs that are not accepted as warranty cases, Zeitmeister will inform the customer before any intervention. For quotations in the event of a repair not being carried out, the customer will be charged a flat rate of CHF 50.- to CHF 100.- to cover the handling costs. No repair work will be carried out without the customer's consent.

If a repair order cannot be delivered or is not picked up within two years, Zeitmeister is free to dispose of the goods. Warranty exchange or warranty repair does not always automatically lead to extension of the original warranty period.

## **12. MISCELLANEOUS**

Zeitmeister sells products that contain batteries and rechargeable batteries, so we remind you of the following:

- Batteries and rechargeable batteries should not be disposed of in household waste. You are legally obligated to return used batteries and rechargeable batteries.

- After use, you may either bring the batteries in person, return them to us or return them free of charge in your area (e.g. in shops or general collection points).

### **13. CHANGE OF THE TERMS AND CONDITIONS**

Zeitmeister is entitled to change these terms and conditions at any time.

### **14. DISCLAIMER OF LIABILITY**

No claims for damages due to impossibility of performance, breach of contract or other fault can be asserted.

### **15. PLACE OF JURISDICTION**

The place of jurisdiction is the city of Zurich. Relations between the customer and Zeitmeister are exclusively subject to Swiss law.

### **16. COPYRIGHT NOTICE**

These terms and conditions are protected by copyright and are intellectual property. The use by third parties is not allowed and may have criminal consequences. Sole right of use lies with Zeitmeister Uhren AG.

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