

GENERAL TERMS & CONDITIONS AND DELIVERY TERMS

of Tradeluxe Uhrenhandels GmbH, Kärntner Ring 5-7/7, 1010 Vienna for consignments and services, in particular in reference to online activities.

§ 1 General, Scope

(1) Tradeluxe Uhrenhandels GmbH (hereinafter referred to as "Vendor") trades in new and used goods of all kinds, as part of its business activities. The following General Terms & Conditions (GTCs) shall govern the contractual relations between Tradeluxe Uhrenhandels GmbH and consumers and business customers (hereinafter referred to as "Buyers"), which use the online services provided by Tradeluxe Uhrenhandels GmbH. These GTC refer to the use of the website www.tradeluxe.at and all subdomains belonging to this domain. The relevant version of the GTCs shall be the one applicable at the time of concluding the contract in question.

(2) Consumers shall be defined under these GTCs as natural persons that enter into a business relationship with Tradeluxe Uhrenhandels GmbH without this being ascribed to their commercial activities or self-employment. Business customers shall be defined under these GTC as natural and legal persons or partnerships with legal capacities that enter into business relations with Tradeluxe Uhrenhandels GmbH as part of their commercial activities or self-employment.

§ 2 Conclusion of Contract

(1) The online offers provided by Tradeluxe Uhrenhandels GmbH shall represent a non-binding invitation to the customer to buy goods at Tradeluxe Uhrenhandels GmbH.

(2) Buyer submits a binding offer for the conclusion of a sale contract by ordering the desired purchase item.

§ 3 Payment, Due Date

(1) The prices stated on the website shall be considered as gross prices in EUROS for customers from EU Member States and, thus, include all mandatory taxes – in particular a VAT level of 20 percent -- or are subject to a VAT margin scheme. All prices, whether given in written form or verbally, are non-binding. Errors and short-term changes excepted.

(2) For customers outside the EU Member States, the prices stated shall be considered net prices in EUROS. Should the import country levy taxes or import duties, the customer is responsible for paying any such additional fees upon reception of the goods.

(3) Payment for the item(s) purchased shall be carried out via bank transfer, in cash or via credit card payment. We reserve the right to accept or exclude specific types of payment in individual cases.

(4) Vendor shall be entitled to use trustworthy third parties for handling payments and pass on the personal data required for the payment process to such parties. Should a delay in payment occur, Vendor shall be entitled to employ a debt collector to deal with the claim. Should a third party be used during the payment process, the payment shall be considered to have been made once the third party has unlimited control of the amount payable.

(5) Vendor shall be entitled to reject orders from customers who are known not to be creditworthy. Vendor also reserves the right to reject requests and orders that do not conform to the requirements stated by Vendor.

§ 4 Delivery

(1) We ship our goods all over the world and free of charge to the following countries: Australia, Austria, Bahrain, Belgium, Bulgaria, Canada, China, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, New Zealand, Norway, Oman, Poland, Portugal, Qatar, Romania, Russia, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, Turkey, the United Kingdom, and the USA. This information is not binding, unless agreed otherwise.

(2) We use insured express shipment for our deliveries. Delivery is carried out by shipping the item purchased to the address provided by Buyer. The expected time of delivery will be shown to the customer in the respective product description and is valid from receipt of payment. Delivery times may be subject to the usual time fluctuations encountered with postal deliveries and may be delayed due to *force majeure* and other events that are outside the sphere of influence of Tradeluxe Uhrenhandels GmbH and/or its assigned agents.

(3) Damage caused during transport shall be reported immediately to the transport manager. In case of complaints, Buyer shall describe the defect(s) in detail and notify Vendor of [any](#) such defect(s) in written form (via email) within 1 day of receiving the shipment.

§ 5 Retention of Title

The object of purchase remains the property of Tradeluxe Uhrenhandels GmbH until full payment has been received. The pledging, security assignment, manipulation or alteration of the item before the ownership is transferred is prohibited without the express consent of Tradeluxe Uhrenhandels GmbH.

§ 6 Prices

The price of the object of purchase stated in the relevant offer shall be considered as the final price including any potential VAT and other price components. The price includes delivery and shipment costs.

§ 7 Cancellation

(1) Should the customer be a consumer in line with Art. 1 of the Austrian Consumer Protection Act (KSchG), he/she shall be entitled to withdraw from the contract within 14 working days upon receipt of the delivery without stating any reason. Vendor must be notified about this withdrawal in written form (email). The revocation period shall be considered as being observed if the written notification of the withdrawal is sent within the deadline. Sales on commission shall not be included in the right to withdraw from the contract.

(2) Should a customer make use of his/her right of withdrawal, he/she shall be obliged to return the goods received to Vendor. The customer shall carry the costs of returning the goods. The customer must also choose a method of shipment, the insurance of which conforms to the value of the item(s).

(3) Should a customer make use of his/her right of withdrawal, Vendor shall be obliged to return any payments already made by the customer without delay and reimburse the customer for any necessary expenses. The customer shall be obliged to make an appropriate payment to Vendor for the use of the item(s), including remuneration for a potential reduction in value of the item(s). The customer shall have the opportunity to avoid making such payments only by checking the item(s) for their suitability and usability. The customer shall be liable for any deterioration or destruction of the item(s), unless no other agreements have been made under these Terms & Conditions.

§ 8 Warranty / Liability

(1) For business customers, the warranty period shall be limited to the shortest period legally possible under Austrian Law. Business customers shall be obliged to notify Vendor of any defects within the appropriate period. Business customers shall lose all rights to claims against Vendor should the defects not be reported within this period. Business customers shall always prove that the defect(s) already existed at the time he/she received the item.

(2) Vendor warrants for the sold watch to be free of defects for the period of one year, should the watch be second-hand. The item shall be deemed free of defects if it is suitable for the expected uses in line with the contract or, otherwise, if it is suitable for common usage and its condition is standard for goods of this type and quality. Accuracy, waterproofness, wear and tear of the watch strap and the usual wear and tear (e.g. scratches on the watch strap, case or similar) are exempt from this provision.

(3) New goods have a warranty of two years.

(4) Vendor shall not be made liable for defects that were caused by Buyer or third parties. This shall also apply to usual wear and tear. Should there be a defect, Buyer shall be entitled to demand the defect to be rectified. Should the repair fail, Buyer shall be entitled to return the item(s) for a refund or demand a reduction in the purchase price.

(5) Buyer shall lose all warranty claims immediately should he/she or a third party attempt to repair the watch or item themselves. Removing hallmarks, maker's marks, stickers and/or any other markings used to identify the item shall also result in the loss of all warranty rights.

(6) Vendor shall not be made liable for slight negligence. Business customers shall be required to provide evidence for intent and gross negligence. Vendor's liability for lost profits, pure financial losses and/or consequential losses is excluded completely for business customers and excluded for consumers in line with Art. 1 of the Austrian Consumer Protection Act (KSchG) in cases of slight negligence, unless there are no other contradicting legal regulations.

(7) Vendor shall not be made liable for the content of data transferred or content of data that can be accessed by the customer as a result of the services offered by Vendor. Vendor does not assume any liability for the accuracy of the information, illustrations, pictures, weight, size or other descriptions provided on www.tradeluxe.at.

(8) Vendor does not assume any liability in the case that Vendor's website may not be reached on a permanent basis or is without errors.

§ 9 Venue

Any disputes arising from this legal relationship shall be governed by Austrian Law. The competent court shall be the Bezirksgericht Innere Stadt (District Court Inner City).

§ 10 Data Protection

Vendor shall be entitled to store and process all customer data connected to the business relationship for the purpose of enforcing the contract electronically in line with Austrian data protection regulations.