



## General Terms and Conditions

These General Terms and Conditions of business form part of all contracts concluded and also apply to any and all future business relations, even if not explicitly agreed upon again by the parties at a later date.

Any contradicting terms and conditions or deviating counter-confirmations will only be accepted if explicitly confirmed by me in writing. The right of revocation does not apply to any contractual relations outside the EU.

### Appointments

For security reasons, I do not store goods on my business premises. Visitors are required to make an appointment prior to visiting.

### Prices

All prices quoted orally or published in writing are non-binding recommended retail selling prices. Errors and omissions are excepted, and I reserve the right to change prices on short notice.

### Payment

#### 1. Prepayment by money transfer

The bank details you will get in your order confirmation.

#### 2. Pickup by the customer with cash payment

Payment with delivery. Only cash payment possible

#### 3. Payment on delivery (only inside Germany, maximum until EUR 3.500)

Pay with receipt of the commodity directly with your carrier. (lump sum charge EUR 10.00)

#### 4. iclear – easy, safe

Unlimited buyer protection through a trust service.

iclear benefits:

- Unlimited buyer protection (unlimited amounts)
- fast handling, via VISA, MasterCard, giropay, instant money transfer etc.
- guaranteed, easy, safe and transparent payment

### Shipping

#### Pickup by the customer

(Fetch your watch personally. Only cash payment possible.)

EUR 0.00

#### Value package with DWL until goods value EUR 2.500.00

(only for shipping to Germany, Austria, Switzerland, Denmark, Belgien, Netherlands, Luxemburg, Czech Republik, Poland, France, Hungary, Great Britain)

EUR 35.00

#### Value package with DWL until goods value EUR 10.000.00

(only for shipping to Germany, Austria, Switzerland, Denmark, Belgien, Netherlands, Luxemburg, Czech Republik, Poland, France, Hungary, Great Britain)

EUR 50.00

#### Value package with DWL until goods value EUR 50.000.00

(only for shipping to Germany, Austria, Switzerland, Denmark, Belgien, Netherlands, Luxemburg, Czech Republik, Poland, France, Hungary, Great Britain)

EUR 60.00

#### DHL package Standard until goods value EUR 500.00

(only for shipping inside Germany)

EUR 7.00

#### DHL package Standard until goods value EUR 3.500.00

(only for payment on delivery inside Germany)

EUR 15.00

#### DHL package international maximum until goods value EUR 500.00

(for other countries than Germany, Austria, Switzerland, Denmark, Belgien, Netherlands, Luxemburg, Czech Republik, Poland, France, Hungary, Great Britain)

EUR 60.00

#### DHL package worth international maximum until goods value EUR 25.000

(for other countries than Germany, Austria, Switzerland, Denmark, Belgien, Netherlands, Luxemburg, Czech Republik, Poland, France, Hungary, Great Britain)

EUR 100.00

Please ask for shipping outside of Europe.



## **Right of cancellation**

As a consumer, you are no longer bound to your order if you cancel it within a period of two weeks after receipt of the shipment. Your cancellation does not necessarily need to contain an explanation. It must be made in writing on a different permanent data carrier or by returning the goods. To observe the time limit set, it suffices to send your cancellation note to:

Mario Gensicke  
Westring 6  
39110 Magdeburg  
Germany  
or email it to: [shop@fine-timepieces.com](mailto:shop@fine-timepieces.com)  
or fax it to: +49 (391) 40591144.

After receipt of the goods, I will reimburse any payment made before. I will have my carrier pick up the goods at your place. The customer will bear any costs incurred for returning the goods.

Please note that if you send back the goods without authorization, they will no longer be insured which may cause me to claim damages.

If the customer is responsible for any deterioration of the goods delivered, their loss or any other impossibility of return, he/she shall reimburse the decrease in value or the good's value as such. In order to avoid such a situation, the goods may not be put into service as they would be by a proper owner. The customer has to refrain from any acts that may damage the goods.

## **Right of revocation**

I reserve the right to revoke the sales contract as may be necessary in case of supply shortages or unforeseen delivery problems.

## **In-house warranty**

All watches available from me are new or in an excellent condition. All goods will be warranted by an in-house warranty covering a period of 12 months. The warranty covers the repair of defects resulting from material defects or manufacturing errors. It does not cover any defects resulting from use contrary to the intended purpose and wear and tear, water-resistant condition, and broken glass. In principle, defects will always be repaired by repair shops commissioned by me.

Upon receipt of the shipment, the customer shall be obliged to inspect my deliveries for any defects and proper condition. Customers are responsible to indicate in writing any deficient or wrong delivery as well as obvious defects within a period of five (5) days after receipt of the shipment. In such a case, the goods must be returned to me without any delay.

Removal of any marks, labels or other markings provided on the goods for identification purposes will render the warranty void. Customers must immediately inform the freight carrier of any transport damage.

## **Retention of title**

I reserve the right to retain title of ownership to the delivered goods until all claims vis-a-vis the customer resulting from the business relation, including any and all future claims arising from contracts concluded simultaneously or at a later date, have been settled. This also applies in the event that any or all claims by the seller have been incorporated into a current invoice and the balance has been subtracted and accepted.

Since most watches are goods on commission, the right to retention of title to ownership applies to the extent as stipulated above except that the consignor will retain ownership until all claims vis-a-vis the customer have been settled.

## **Offer, acceptance and contract**

Written and oral offers are subject to change without notice and they are non-binding, even if they are not explicitly described as such. Your order and my delivery suffice to conclude the contract. All quotations and offers are subject to change without notice. Prior sale and errors are excepted. Reservations will not be binding in any event.

## **Place of performance**

For both parties, Magdeburg shall be the place of performance.

By placing an order, you accept the terms and conditions hereof.

Should any provision of these General Terms and Conditions be or become invalid, such invalidity will not affect the validity of the remaining provisions. Instead, for each and every invalid provision a substitute provision will become effective that most closely approximates the intent of the invalid provision as the parties hereof would have agreed upon to reach the same economic effect had they known that the provision would become invalid. The same applies to any incomplete provision.