

General Terms and Conditions of Business of Christian Gafner GmbH

CHE-208.468.804

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1. About Christian Gafner GmbH and Applicability of the General Terms and Conditions

For the business relationship between Christian Gafner GmbH (UID-Nr. CHE-208.468.804), Rainstrasse 19, 2540 Grenchen, Switzerland, (hereinafter referred to as "Company") and the customer, the following General Terms and Conditions (hereinafter referred to as "GTC") apply to transactions in the Online Store Switzerland (<https://mechanik2.com/preorder/> or <https://mechanik2.com/de/preorder/>) (hereinafter referred to as "Online-Store") and at all points of sale). These terms and conditions apply to all sales of goods or services of our company to customers. In each case, the version of the GTC valid at the time of the respective order is applicable. The current version of the GTC can be accessed, downloaded, saved and viewed by the customer via the websites www.christiangafner.com and <https://mechanik2.com>. It is up to the customer to print out the terms and conditions or otherwise save them. This is recommended to the client by the company. By using the services and placing an order on our websites, our customer agrees to these terms and conditions and our privacy policy as amended from time to time. The range of goods and services is aimed exclusively at adult customers. The commercial resale and distribution of goods ordered via the online store is prohibited. Other contractual provisions, namely those which the customer declares to be applicable within the scope of the acceptance of the contract, are only valid if and to the extent that they have been accepted in writing by our company.

2. Ordering Procedure

The Swiss Online Store is an invitation to customers to submit offers to conclude a purchase contract for the goods and services presented. A non-binding order is triggered when the customer has clicked on the pre-order button, entered all data required for the execution of the contract (in particular belt length M or L), confirmed that he had read the terms and conditions and then clicked on the order button. Sending the order and making the payment (100% of the price, plus VAT, if applicable, plus shipping costs) is considered an offer by the customer to our company to conclude the contract. After placing the order, the customer receives an automatic order confirmation by e-mail from our payment service provider stripe.com or from payrexx.com, which reflects the content of the order. This order confirmation alone does not constitute acceptance of the offer, but only shows that the customer's order has been received by our company. The contract is concluded upon receipt of full payment (including shipping costs) by our payment service provider (stripe.com or payrexx.com) and receipt of the automatic order confirmation by the customer. Our company reserves the right to accept the order and is not obliged to conclude a contract due to the customer's order without full payment. In particular, an order may be cancelled or rejected even if payment has been made in full if there is a violation of these terms and conditions or if there is a suspicion of doing so. Such a case exists, for example, if the customer has not fulfilled his payment obligation in the case of an earlier order or if a lack of credit card coverage has been detected. A cancellation of the order and the rejection of future orders is also possible if the return rate for a customer is conspicuously high and does not improve despite appropriate information to the customer. The customer will be informed of the cancellation and rejection of the order by e-mail.

3. Ownership

Our company retains ownership of any goods until all claims against the customer have been paid in full.

4. Cancellation of Orders

Customers can cancel the order within 24 hours after the conclusion of the contract (receipt of order confirmation by e-mail and receipt of full payment plus VAT, if applicable, plus shipping costs for stripe.com or from payrexx.com) and receive a full refund for payments made so far in connection with the cancelled order. Cancellations must be sent to our company by e-mail within a period (48 hours) (e-mail address: sales@mechanik2.com). The customer must provide proof that he has sent the e-mail on time. Cancellations received later than 24 hours after the conclusion of the contract will no longer be accepted. We charge a handling fee of CHF 100.00 per cancelled order. This amount will be deducted directly from the payment amount received by stripe.com or payrexx.com. Any fees charged and exchange rate differences incurred by the payment provider (stripe.com or by payrexx.com) shall be borne by the customer and will not be refunded.

5. Prices, Taxes, Shipping Costs

All prices quoted in the online store or by e-mail do not include costs for delivery, customs, handling fees or transfer costs from the bank. The applicable statutory value added tax is determined separately, if applicable. Our company will inform the customer of the shipping costs incurred as well as any additional costs (e.g. for express orders, gift wrapping, etc.) in the order form immediately before the customer places the order. Shipping costs are not listed on the product pages in our online store, but will be added to the price of the goods after selecting your delivery option. These costs will be aggregated before you are asked to confirm and place your order. Sales, use, or other taxes vary by shipping location. We only accept orders with delivery to countries that have been mentioned as part of the ordering process. Please note that we do not ship deliveries to certain addresses, such as military areas, certain restricted areas and pick-up points. For more information, please contact our company (e-mail address: sales@mechanik2.com). Delivery within Switzerland and abroad is carried out by Swiss Post and/or Fed Ex, UPS or any other suitable courier company for the other countries. The customer can also pick up the goods at our company's location in Switzerland as soon as the customer has received confirmation from our company that the goods are ready and ready for shipment. The goods will be handed over upon collection by the customer upon presentation of full payment. Any payment can also be made by credit card on site. We reserve the right to change prices and delivery costs at any time without prior notice.

6. Payment

Payment when ordering is made in the online store via our payment service providers (stripe.com and payrexx.com) and can be processed with the credit card and the means of payment specified therein. When ordering, the total amount of 100% plus VAT (Switzerland or at most abroad, if applicable) and shipping costs are due. Any import customs duties are not included (see section 8 below). The customer will be informed by e-mail as soon as the delivery takes place or the goods are ready for collection. For any remaining payments before shipment of the goods by our company, a bank transfer can

be made to our Swiss bank account (IBAN CH35 0027 2272 1903 6101 W). The corresponding invoice will be included with the shipment or given with the pick-up. In the case of pick-up on site at the point of sale at the registered office of our company, payment in cash or against prepayment is possible. In the case of on-site collection, a receipt will be presented by the customer for signature and an invoice will be handed over to the customer.

7. Delivery

Delivery is made with an international delivery company (such as FedEx). All countries that are supplied are listed on the payment page of our website. All information on delivery times is without guarantee and can be adjusted by us as required. Due to production and delivery bottlenecks at suppliers, delivery delays may occur.

8. Import Customs Duties

The costs for foreign shipments for any customs import costs are to be borne by our customers.

9. Invoice

Upon delivery of the goods or collection of the goods, you will receive an invoice and any other supporting documents, such as customs and shipping costs by FedEx. The customs and shipping costs are in any case to be borne by the customer.

10. Obligation to Inspect and Give Notice of Defects

The customer is obliged to inspect the delivered goods as soon as it is feasible in the normal course of business and to notify Christian Gafner GmbH immediately in writing of any defects detected. Otherwise, the goods shall be deemed to be flawless and accepted by the customer. If the customer does not submit a notice of defects by e-mail to our company within 5 days of delivery, the approval of the goods shall be deemed to have taken place in any case. Hidden defects, i.e. those that were not recognizable during proper inspection in accordance with the previous paragraph, must be reported by the Customer to the Company immediately after discovery. If he fails to do so, the goods shall also be deemed to have been approved with regard to these defects. Transport damage must be reported immediately to the transport company and Christian Gafner GmbH.

11. Warranty

The warranty period is 24 months from the date of delivery or collection and covers material and production defects. The shipping costs during the warranty period will be covered by our company.

Watch bands are excluded from the warranty.

Personalized or customized goods (e.g. with engraving) cannot be returned to our company for refund or exchange. If such goods are defective and must be replaced within the warranty period, our company reserves the right to charge the customer for the additional expense of replacement goods for personalization or adaptation to the customer's wishes.

If the defect in the goods was caused by your own fault or third-party fault (e.g. fall, blows, water or other liquids, vandalism, etc.) or due to a violation of the instructions according to the operating instructions (such as correct closing of the crown before water contact with the watch), the repair costs of the damage are not covered by our warranty obligation. Our company carries out an expertise in this regard carried out by our professional watchmaker. In this case, no shipping costs will be covered by our company. In this case, the repair can be carried out at the expense of the customer after the advance payment has been made, if desired.

If defects occur during the warranty period, our company shall grant the following services at its own discretion:

- Free repair of the goods or
- free exchange of the goods for an equivalent product (if necessary also a successor model, if the original goods are no longer available).

The return of the goods must be made to the following address:

Christian Gafner GmbH, Rainstrasse 19, 2540 Grenchen, Switzerland

Before returning the goods, please contact our company to inquire about the method of return shipping. This varies depending on the country of dispatch. **Watches may only be returned after receipt of our „back to the seller“ permission by e-mail. The customer must keep proof of the return in accordance with our specifications. Our company accepts no liability if such original proof cannot be presented and or if the customer has chosen a different shipping method for the return.** If the shipment is carried out according to the specifications of our company, the goods (watches) are covered by our transport insurance.

12. Maintenance (Watches)

The maintenance and handling of the watches is regulated in detail in the enclosed operating instructions. The operating instructions can be downloaded from our website at any time. The recommended maintenance frequency for our watches depends on the watch and the intensity of use (frequency of wear, environment, etc.) of the watch. We recommend to our customers that the watch be returned to us for maintenance if an impairment in performance, function or accuracy can be detected.

If maintenance is required, please contact our company (e-mail address: service@mechanik2.com). In case of maintenance during the warranty period, our company organizes the return transport so that our customers can return the watch free of charge. Maintenance services are usually completed within 30 working days. In the event of extraordinary circumstances, we inform our customers promptly of any delays and indicate the period within which the completion of the maintenance services can be expected. The serviced watch will then be sent to the customer at our expense (depending on the country of delivery) within 1-3 working days.

13. Exclusion and Limitation of Liability

Our company rejects liability – during and after the expiry of the warranty period – in particular in the following cases: in the event of violations of the instructions in the operating instructions, storage contrary to the contract, adjustment or use of the watches, use of incompatible spare parts or accessories, failure to maintain and / or improper modifications or repairs of our goods by the customer or by third parties, use of force, force majeure, in particular, damage from natural events (such as moisture and water, falls, impacts, extreme heat or cold, overvoltage, dust, etc.) as well as official orders. Liability is also rejected if the watch has been unprofessionally maintained, processed or opened. This exclusion of liability does not apply if the customer can prove that he is a professional watchmaker.

Our company is not liable for damage during the shipment of the goods. Excluded from this is the provision according to section 11 above (existence of transport insurance).

To the fullest extent permitted by applicable law, our Company disclaims and excludes all other terms, conditions and warranties, or guarantees, with respect to the Goods and the Services, whether express or implied by law or otherwise, or arising out of a previous course of dealing, usage or usage of trade.

The liability of our company, including for the acts and omissions of our auxiliaries and subcontractors, is in any case limited to a maximum of 100% of the price of the goods or services of the order in question.

14. Data Protection and Privacy

Our company undertakes to process customer data carefully and to comply with the provisions of data protection. Our company used personal data (surname, first name, address, date of birth, payment information, etc.) to process and fulfil the services offered in accordance with the contract and the law, to maintain the customer relationship, and to submit offers and articles in accordance with the design and requirements. When our customers place an order with us, they expressly authorize us to use the personal information they provide to perform appropriate credit checks and, where appropriate, to transmit or receive information from third parties, including, but not limited to, credit information that may retain that information. The customer can prohibit the processing of his data for marketing purposes at any time or request information on the use of his data. For this purpose, an e-mail can be sent to the e-mail address „christian@christiangafner.com“.

For more information about how we use personal information about our customers, please see our Privacy Policy.

15. Severability Clause

Should provisions of these terms and conditions be legally ineffective, invalid and / or void or become void in the course of their duration, this shall not affect the legal validity and validity of the remaining provisions. In this case, our customers and our company undertake to replace the legally ineffective, invalid and / or void (legally ineffective, invalid and/or void) provision with a provision that is legally effective and valid and corresponds in its economic effect to the replaced provision - as far as possible and legally permissible.

16. Changes to the GTC

The version of the GTC valid at the time of the order is authoritative. The T&Cs cannot be changed unilaterally. Conflicting or deviating terms and conditions of the customer do not apply. We reserve the right to adapt and change these terms and conditions at any time.

17. Jurisdiction and Applicable Law

All disputes arising from or in connection with these terms and conditions shall be governed by Swiss law. The place of jurisdiction is the registered office of our company.