

# General Terms and Conditions of Business

of Uhrwald GmbH Schellingstrasse 109a, 80798 Munich, Germany  
(hereinafter referred to as the terms and conditions)

## Preliminary note

We expressly advise you to read the following terms and conditions before contacting us and to print them out for your records. The following terms and conditions contain legal information on your rights under the regulations on contracts for distance selling and electronic business dealings.

### 1. Scope

These terms and conditions apply to all deliveries effected by Uhrwald GmbH, Schellingstrasse 109a, 80798 Munich to consumers as defined by section 13 of the German Civil Code (BGB). This defines a consumer as being any natural person who concludes a legal transaction for a purpose that is not largely attributable to either to his commercial or his independent professional activity. Uhrwald GmbH does not recognise any terms and conditions of the purchaser which deviate from these terms and conditions, unless it has expressly agreed to these in writing.

### 2. Contracting party

The sales agreement is effected with Uhrwald GmbH, Schellingstrasse 109a, 80798 Munich, legally represented by the managing director Alexander Klezok, who can be contacted for questions, complaints and claims etc. on weekdays from 11.00 am to 6:00 pm by telephone on +49 (0) 151 58 7 58 000 and by e-mail at [post@uhrwald.com](mailto:post@uhrwald.com).

### 3. Offer / formation of contract

- a. The products on display in the online shop of Uhrwald GmbH do not constitute a legally binding offer, but instead an invitation to place an order, subject to errors.
- b. The representation shows products that can be purchased from Uhrwald GmbH. The buyer's order constitutes an offer being made to Uhrwald GmbH. A sales agreement between you, as the buyer, and Uhrwald GmbH, as the seller, for the selected product is only effected when Uhrwald GmbH and you agree thereon by telephone, e-mail or face-to-face.

### 4. Right to withdraw

- a. As a consumer and the buyer, you have a right to withdraw within fourteen days. You have the right to withdraw from the sales agreement effected between you and Uhrwald GmbH within fourteen days without giving reasons. Said withdrawal must be performed within fourteen days of the day on which you or a third party appointed by you who is not the carrier, took possession of the goods.

- b. In order to exercise the right of withdrawal, you must contact Uhrwald GmbH, Schellingstrasse 109a, 80798 Munich (tel: +49 (0) 151 58 7 58 000, e-mail: [post@uhrwald.com](mailto:post@uhrwald.com)) and clearly state, for example by means of a letter sent by post or an e-mail, your decision to withdraw from the sales agreement effected with Uhrwald GmbH. You can use the attached sample withdrawal form ([open PDF file here](#)), but you are not required to do so.
- c. In order to meet the withdrawal deadline, all you need to do is send notification of the fact that you are exercising your right to withdraw before the expiration of the withdrawal deadline.

## 5. Consequences of withdrawal

- a. If you exercise your right to withdraw, Uhrwald GmbH must immediately reimburse all payments received from you on the basis of the revoked purchase agreement, including any delivery costs excluding any additional costs arising from the fact that you have chosen a different type of delivery from the standard delivery offered by Uhrwald GmbH, no later than fourteen days after the day on which Uhrwald GmbH received notification of your withdrawal from the purchase agreement. Uhrwald GmbH shall refund any amounts to the payment means used to make the original payment, unless expressly agreed otherwise with you.

No charges shall be levied on any such reimbursements under any circumstances. Uhrwald GmbH is obliged to reimburse from the moment it has received the returned goods.

You are required to send back or return the goods to Uhrwald GmbH without undue delay and no later than fourteen days following the day on which you exercised your right of withdrawal. The deadline is deemed met if the goods are demonstrably sent before the end of the fourteenth day.

- b. Uhrwald GmbH bears the direct costs of returning the goods. You shall only be liable for any loss of value of the goods if this loss of value is due to any handling of the goods that is not attributable to the purpose of checking the condition, properties and functionality of the goods.

NB: Please avoid damaging or soiling the goods in any way. Please keep the original packaging of the goods with all accessories and with all packaging components. If necessary, Uhrwald GmbH will collect the goods from you itself. If you no longer have the original packaging, use suitable packaging that provides sufficient protection against transport damage in order to avoid claims for compensation as a result of damage caused by using inappropriate packaging. The aforementioned modalities are not a prerequisite for the right of withdrawal to be exercised with effect.

- c. All goods sent to Uhrwald GmbH are always opened, checked and recorded by video by persons authorised to receive and inspect them.

## 6. Prices and shipping costs

- a. The prices stated on the product pages are subject to change and non-binding. They include the statutory value-added tax or the differential tax as per section 25a of the Value-Added Tax Act (UstG).
- b. In addition to the prices stated, Uhrwald GmbH charges the following shipping costs for delivery:

For shipping within Germany, a flat rate for shipping costs in is charged as follows:

goods with a value of up to € 5,000.00	= € 40.00
goods with a value of between € 5,001.00 and € 25,000.00	= € 80.00
goods with a value of over € 25,000.00 = shipping costs are determined on an individual basis and agreed in writing.	

For shipping to other countries, the shipping costs must also be determined individually and agreed in writing.

## 7. Delivery

- a. The delivery takes place using secured transport.
- b. Delivery times are generally up to seven days. You will be informed about any potential changes to these delivery times on the respective product page.

## 8. Payment

- a. Payment is due in advance or, in case of hand delivery, in cash against receipt.
- b. If payment is made in advance, the buyer shall be informed of the bank details of Uhrwald GmbH in the order confirmation and the goods delivered once payment has been received.
- c. The obligation to pay the purchase price expires when the amount owed has been received in full by Uhrwald GmbH and it has unrestricted use thereof. Transfers must be made in euros. In individual cases, other payment terms can be agreed upon by individual arrangement and which must be made in writing. The obligation of Uhrwald GmbH to refund a payment is fulfilled by sending the total amount owed in euros to the bank account specified by the buyer.
- d. Buyer obligation to provide ID for transactions of more than € 10,000.00: In order to meet the due diligence requirements incumbent upon Uhrwald GmbH under money laundering regulations, cash payments of more than € 10,000.00 may only be made once the buyer has provided identification.

Please refer here to the privacy policy of Uhrwald GmbH. If the buyer is a natural person, identification is made by presenting a piece of official photo identification (national identity card or passport). If the buyer is a legal entity, Uhrwald GmbH requires an extract from the commercial register or the register of cooperatives, or an official register or records of equal standing, documentation on the company's founding or other documents of equal standing, or inspection of the register or records data. Uhrwald GmbH is legally obliged to copy or digitally store the papers submitted and to store them in accordance with the provisions of the Money Laundering Act.

- e. Legitimate interest of Uhrwald GmbH in identifying the buyer: Uhrwald GmbH also

reserves the right to identify the buyer beforehand if there is a legitimate interest. Please refer here to the privacy policy of Uhrwald GmbH. Uhrwald GmbH has a legitimate interest in identifying the buyer beforehand in particular if Uhrwald GmbH was provided different contact details for the buyer and the buyer's identity is needed for clarification purposes. Said legitimate interest of Uhrwald GmbH is justified on the basis of the criminal law regulations under section 257 et seqq. of the Criminal Code (Strafgesetzbuch), in particular the handling of stolen goods, money laundering and fraud, as well as any liability claims. If the buyer is a natural person, identification is made by presenting a piece of official photo identification (national identity card or passport). If the buyer is a legal entity, Uhrwald GmbH requires an extract from the commercial register or the register of cooperatives, or an official register or records of equal standing, documentation on the company's founding or other documents of equal standing, or inspection of the register or records data. Uhrwald GmbH stores personal data for five years in accordance with the statute of limitations under the Criminal Code.

## 9. Retention of title

The goods remain the property of Uhrwald GmbH until full payment has been made.

## 10. Conditions of guarantee and warranty

The used watches may not be waterproof. Uhrwald GmbH has not checked whether used watches are waterproof and any warranty claims relating thereto are thus expressly excluded, except in cases where a used watch is expressly described as waterproof in the product description. Despite undergoing an extensive range of checks, the fact that a defect may in isolated cases be found in our products cannot be entirely ruled out. In this case, the statutory warranty provisions shall apply, unless otherwise specified below:

When used items are sold to consumers, Uhrwald GmbH is only liable for defects that occur within one year of the start of the statutory limitation period. The statutory limitation period remains unaffected thereby. When items are sold to customers who are not consumers, the customer's claims for defects shall be time-barred one year after the start of the statutory limitation period.

If delivered items show obvious signs of transport-related damage or obvious material or manufacturing defects, please submit a claim in respect of these to us without undue delay or to the employee of the carrier who delivers the items. Failure to do act in this way, however, has no impact on your legal rights.

If Uhrwald GmbH expressly grants a seller's warranty, this must be made in writing. The specific details here can be taken from the conditions of warranty enclosed with the delivered item. Any warranty claims of the Buyer exist additionally and without prejudice to their statutory entitlements and rights.

In the event of a justified claim or complaint about defects, we shall reimburse any shipping costs you may have incurred. If your claim turns out to be unjustified, you shall be obliged to bear the costs for shipping the goods with insurance.

## 11. Applicable law and place of jurisdiction

The contract shall be governed exclusively by German law (excluding any reference to other legal systems and the United Nations Convention on Contracts for the International Sale of Goods – CISG). Notwithstanding any right to choose the place of jurisdiction, for contracts with consumers who are domiciled or normally resident in the EU, the European Economic Area or Switzerland, it is not permitted to agree to circumvent provisions which would have been

applicable under the law that would have applied if no other jurisdiction had been chosen. For contracts with consumers who are domiciled and normally resident in other countries, the provisions of German and European law on the statutory right of withdrawal are waived. For contracts with merchants, legal entities incorporated under public law or special funds set up under public law, as well as with persons who do not have a general place of jurisdiction in the EU, the European Economic Area or Switzerland, the exclusive place of jurisdiction and place of performance is the registered office of Uhrwald GmbH in Munich.

## 12. Contract wording

You can view the terms and conditions at any time on this page in German and English. Only the German version is authoritative and legally binding.

## 13. Settlement of disputes

Uhrwald GmbH is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (VSGB). The EU Commission offers a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr/>.

### Information regarding batteries

Batteries can be returned to Uhrwald GmbH free of charge after use, either in person to the address below or by returning them by post (at their expense) to Uhrwald GmbH, Schellingstrasse 109a, 80798 Munich. As an end consumer, you are legally required to return used batteries. Batteries that contain harmful substances are labelled with the symbol of a crossed-out dustbin. The chemical name of the contaminant contained therein, in particular "Cd" for cadmium, "Pb" for lead or "Hg" for mercury is under the dustbin symbol. You can also find these instructions again in the documents accompanying the goods or in the manufacturer's operating instructions.

### Privacy notice

Uhrwald GmbH processes your data for the purposes of handling orders and maintaining the ongoing customer relationship. We do not make your data available to other companies. Uhrwald GmbH will provide you with information the data stored about you at any time on request. Please contact Uhrwald GmbH, Schellingstrasse 109a, 80798 Munich, for further information or refer to our [privacy policy](#).

### Information on copyright

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