

General terms and conditions

S&A Vertriebs KG, Wiener Str. 131, 4020 Linz, Austria
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1. Validity of general terms and conditions

Unless the opposite is expressly agreed, the valid General Terms and Conditions are those we communicated to the contracting partner. Our business partner agrees that - in case of using other terms of business by him - our terms are taken as basis in case of doubt, even if the terms of the contract partner stand uncontradicted.

Actions that we take which are part of our contractual duties do not count as an approval to contract conditions deviating from our conditions.

In the case that there remains any vagueness by the interpretation of the contract, these should be overcome in such a way that those contents are agreed, which are usually agreed in similar cases.

The terms and conditions can be viewed and also downloaded at any time on the Internet at sell.sa-watches.at/Ankauf/agbs_en.pdf. Invalidation of specific items and regulations of these conditions do not as a consequence render other conditions or the entire contract invalid.

In case that a provision of these terms of use is invalid or unenforceable, the parties obligate themselves to replace the ineffective or enforceable condition by an effective and enforceable condition that comes closest to the commercial purpose of the condition to be replaced.

2. Standard agreement of court

For any direct or indirect subsequent dispute arising from this contract, the relevant court in Linz (Austria), responsible for trade affairs, shall be appointed. We have the right, however, to sue the buyer at his general place of performance. The legal venue for all disputes arising in connection with this contract against a consumer having his place of residence, normal domicile or place of employment within the country shall be one of the courts of the district where the consumer has his place of residence, normal domicile or place of employment. For consumers who are not resident in Austria at the time the contract was concluded, the legal courts of jurisdiction apply.

3. Offer

Our purchase offers are without obligation and should be understood as price proposal. The goods must arrive within one week. A contract only comes about with our signature on the contract AND after an examination of the goods performed by our professional watchmakers. If deviations (non-compliances) are ascertained, we reserve the right of price negotiations. In cases where there is no agreement on a fair price between both partners, the good will be sent back to the vender.

4. Protection of photographs and documents / secrecy

Any photos that are provided by us remain our intellectual property at all times. Any duplication, distribution, reproduction or transmission or other use is permitted only with the prior written consent of S&A Vertriebs KG. All the documents listed above can be recalled by us at any time and must be returned to us without delay and without prompting if the contract is not concluded.

Our contractual partner is also obliged to maintain secrecy with respect to third parties for knowledge which he has acquired. If contracts are concluded and in the absence of an expressly converse agreement, our contractual partner grants us the unrestricted, non-exclusive right of use all documents and services provided to us, which undergo legal protection and copyrights. In the case of legal steps undertaken by third parties our contractual partner indemnifies and holds us harmless.

5. Price

In the absence of any other explicit agreements, to us offered prices are understood as fixed prices, including all taxes, levy and additional costs including transport costs. Stipulating escalator clauses and the like will not be accepted by us, if they have not been individually negotiated.

6. Payment conditions (Settlement dates)

In the absence of any other agreement, our payment deadline is set to 48 hours after conclusion of the contract or rather after examination performed by our professional watchmakers. As a

condition of payment, we require a bill (entrepreneur) or a contract of sale (private citizen).

7. Transportation & Risk

In the absence of an expressly converse agreement, the customer bears the costs and risk of transport for deliveries.

8. Place of fulfillment

The place of jurisdiction for our services as well as those of our customers is the seat of the main company S&A Vertriebs KG.

9. Cancellation fee / Repentant money

The customer is entitled to withdraw from the contract by paying a cancellation fee of € 50.00 without stating reasons (§ 909 ABGB). If the damage which has actually been caused is lower then only this amount has to be replaced.

10. Compensation of damages

Disclaimers of our contract partners, especially from the title warranty or compensation of damages, will not be accepted, unless they have been expressly negotiated in detail with us. In the event of the occurrence of defects, we shall have the choice between withdrawal, exchange, repair, or price reduction. If we insist on repair or replacement, we shall be entitled to withhold the entire remuneration until fulfillment of the obligations owed to us. Moreover, deviations from legal regulations concerning warranty claims or claims for damage compensation – including changes to the burden of proof, shortening of deadlines and the like - require our express acceptance in writing in each individual case. Subject to the circumstances of the individual case, a contractual penalty could be immoral (invalid).

The exclusion of the recourse claims according to § 933b ABGB is not accepted by us.

11. Notice of defects

The duty to examine the defective goods/shipments under Sec. 377 UGB (Austrian Corporation Code) is hereby expressly waived. If defects are detected, we are at any rate entitled to file a complaint within a six-week period.

12. Service refusal bans and retention bans

In the case of justifiable complaints, we will be entitled to retain the total outstanding debt. This does not apply to consumer-laws.

13. Formal regulations

Additional and ancillary agreements require written form with original or secure electronic signature to constitute a valid agreement.

14. Choice of law

It applies Austrian substantive law, excluding the purchase rights of CISG.

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