

## **General Terms & Conditions**

### **1. Scope**

For all sales, deliveries and services by Mr. Frank Schuster (mentioned as watch-Lounge.de below) to consumers or companies, which were processed via the online shop [www.watch-lounge.de](http://www.watch-lounge.de), the following terms and conditions apply exclusively in the version valid at the time of the order. Supplementary or different terms and conditions of the customer or client are contradicted, unless nothing else has been agreed upon by the parties.

A consumer is any natural person who enters into a legal transaction for a purpose that can be attributed neither to his or her commercial or self-employed professional activity.

A Entrepreneur is any natural or legal person or a partnership with legal capacity who enters into a legal transaction in the exercise of its independent professional or commercial activity.

### **2. Contracting Party**

The purchase contract is concluded with Watch-lounge.de (Frank Schuster), Kirchplatz 7 in 89264 Weißenhorn.

You can reach us for questions, complaints and objections on the telephone number +49 7309 92 95 853 or +49 162 212 50 92 or by email at: [info@watch-lounge.de](mailto:info@watch-lounge.de)

### **3. Offer and conclusion of contract**

Offers of any kind are always subject to change and non-binding, unless they are expressly designated by us in writing as firm offers. All orders shall only be deemed to have been accepted as binding when they are confirmed in writing or by delivery with invoicing. A confirmation of receipt of an order does not represent a binding acceptance by us.

Watch-Lounge.de is entitled to accept the customer's offer of contract within three working days after receipt of the order.

### **4. Prices, payment and retention of title**

Unless otherwise agreed, the prices for the end consumer are calculated at the prices valid on the day of the order. The prices listed in the respective offers as well as the indicated shipping costs are final prices. They include all price components including all applicable taxes. All prices are in Euro (€), plus freight and packaging costs.

Other price components, such as further taxes, customs duties or other charges, may be incurred in the case of cross-border deliveries.

All offers contained in our publications (Internet, printed matter and other advertising material) are also subject to change and non-binding with regard to the price information.

The available payment methods are currently:

- Bank transfer in advance
- Cash payment at pickup

The goods delivered by the company Watch-Lounge.de remain its property until full payment.

### **5. Terms of payment**

Our invoices are due immediately without deduction, unless another payment date is specified on the invoice. A Payment is only deemed to have been made when the amount has been credited to our bank account.

## **6. Shipping and delivery**

Shipping of the goods is possible by arrangement. The shipping service provider is determined and selected by Watch-Lounge.de. If the customer is a consumer, Watch-Lounge.de bears the shipping risk in any case, regardless of the shipping method.

**If the customer is a entrepreneur, all risks and dangers of the shipment pass over to the customer as soon as the goods are handed over by Watch-Lounge.de to the assigned logistics partner.**

For delivery times please refer to the product description.

If you order more than one item in one order, for which applies different delivery times, we send the goods in one shipment, unless otherwise is agreed.

The time limit for delivery begins when paying in advance on the day after issuing the payment order to the transferring bank or, in the case of other methods of payment, on the day after the contract and ends with the expiry of the last day of the period. If the last day of period falls on a Saturday, Sunday or a general public holiday, such day is replaced by the next working day.

## **7. Warranty and liability**

It is requested that you inspect the delivered goods promptly and report immediately to us if any damage is detected.

This applies in particular to damage caused by transport. We are not responsible for the goods ordered by you being suitable for the purpose intended by you.

In the case of warranty, the statutory provisions apply. For new goods, the warranty period is 2 years from delivery of the goods.

In the case of used goods, the warranty period is one year from delivery of the goods, in deviation from the statutory provisions. The one-year warranty period does not apply to culpable damage attributable to us resulting from culpable damage to life, limb or health and damage caused by gross negligence or intent or intentional damage or fraudulent intent of the supplier, as well as in the case of recourse claims pursuant to §§ 478, 479 BGB.

For all defects of the purchased goods occurring during the statutory warranty period shall apply at your statutory claims for supplementary performance, remedy of defects / new delivery and - if the statutory the legal requirements - the more extensive claims for reduction or withdrawal from the contract as well as to compensation for damages, including compensation for damages in lieu of performance as well as compensation for your reimbursement of your futile expenses.

Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other product description of the manufacturer and not other advertising, public promotions and statements of the manufacturer.

If the customer is an entrepreneur and the order is placed for his business enterprise, the following applies differently in reference to the things mentions above: The customer is obliged to examine the goods immediately and with due diligence for quality and quantity. Obvious defects must be notified to the supplier within 7 days of receipt of the goods in writing. To meet the deadline, the timely dispatch is sufficient. This also applies to later discovered hidden defects from discovery. In case of violation of the obligation to inspect the goods and to give notice of defects, the assertion of warranty claims is excluded.

In the case of entrepreneurs, we will initially provide a warranty for defects in the goods at our discretion through rectification or replacement delivery.

## **8. Return costs**

If you make use of your right of revocation, you bear the direct costs of returning the goods.

## **9. Cancellation policy**

### **a. Right of withdrawal**

You have the right to cancel this contract within fourteen days without giving a reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods.

To exercise your right of withdrawal, you must send us

Watch Lounge  
Frank Schuster  
Kirchplatz 7  
89264 Weißenhorn  
Germany  
Phone: +49 7309 92 95 853  
Mobile: +49 162 212 50 92  
E-mail: [info@watch-lounge.de](mailto:info@watch-lounge.de)

by means of an unambiguous declaration (e.g. a letter sent by post, fax or e-mail) about your decision to revoke this contract. You can use the attached model withdrawal form, which is, however, not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **b. Consequences of revocation**

If you cancel this contract, we will return all payments to you that we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us). Without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract.

For this repayment, we will use the same means of payment that you used in the original transaction, unless expressly otherwise agreed with you; in no case you will be charged fees because of this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. We will bear the cost of the return shipment.

You only have to pay for any loss in value of the goods if this loss in value is due to the condition, properties and functioning of the goods is not necessary handling with them, necessary to test the condition, properties and functioning of the goods.

**c. Exclusion of the right of withdrawal**

The right of revocation does not apply to contracts

- for the delivery of goods that are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly customized to the personal needs of the consumer
- for the delivery of goods that can spoil quickly or whose expiration date has passed quickly
- for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene, or are not suitable for return if their seal has been removed after delivery,
- for the delivery of goods, if they are inseparable from other goods after delivery due to their having been inseparably mixed with other goods,
- for the delivery of alcoholic beverages, the price of which was agreed upon at the time of the conclusion of the contract, but which can be delivered at the earliest 30 days after the conclusion of the contract and the current value of which depends on fluctuations in the market over which the entrepreneur has no influence,
- for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery
- for the delivery of newspapers, journals or magazines with the exception of subscription contracts.

**d. Sample withdrawal form**

If you want to revoke the contract, you can use the following form. You can copy and paste into an email or other document and send it to us.

Please fill this out:

Declaration of revocation

To

Watch Lounge

Frank Schuster

Kirchplatz 7

89264 Weißenhorn

Germany

Phone: +49 7309 92 95 853

Mobile: +49 162 212 50 92

E-mail: [info@watch-lounge.de](mailto:info@watch-lounge.de)

I/we hereby revoke the contract concluded by me/us for the purchase of the following goods/provision of the following service:

(Please describe the goods here, indicate order number and price).

Order date:

Delivery Date:

Your data

First Name:

Last name:

Address:

Date (of revocation):

Customer signature

(only in case of written revocation)

#### **10. Place of jurisdiction and further provisions**

The place of jurisdiction shall be the district court of our registered office if both parties are businessmen and a place of jurisdiction can therefore be agreed between the parties.

For private persons / consumers there is no agreement on the place of jurisdiction, but the legal place of jurisdiction. The contractual relationship between the company Watch-Lounge.de and the customer as well as the respective Terms and Conditions the law of the Federal Republic of Germany applies. If the customer is consumer, the existing legal regulations and rights in favor of the consumer according to the law of the in favor of the consumer under the laws of the customer's country of residence remain unaffected by this agreement. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

#### **11. Information on online dispute resolution**

The EU Commission provides a platform for online dispute resolution on the Internet at the following link: <http://ec.europa.eu/consumers/odr>

This platform serves as a point of contact for the out-of-court settlement of disputes arising from online purchase or service contracts involving a consumer.

We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board neither obliged nor willing.

#### **12. Copyright**

The contents of our website are protected by copyright. All rights are reserved by Watch-Lounge.de.

Texts and pictures may be used only after express permission of the company Watch-Lounge.de.

In the case of a copyright infringement, we will assert our claims (information / injunctive relief / damages). We reserve the right to take criminal action.