

# **General Conditions of Sale and Delivery**

**of GROSSMANN UHREN GmbH for Business with Consumers according to § 13 BGB via the Internet (especially via the Grossmann Online Boutique / web-shop)**

## **1. SCOPE OF APPLICATION**

These General Conditions of Sale and Delivery shall be applicable for all offers, sales and deliveries by and through Grossmann Uhren GmbH, Glashütte (hereinafter also referred to as „Grossmann“ or „we“ resp. “us“), as long as the purchaser is a consumer according to § 13 of the German BGB and as long as the deal is concluded via the internet, especially our web-shop.

## **2. REQUEST FOR AN OFFER / PURCHASE CONTRACT**

Products presented in our web-shop do not constitute legally binding offers but merely an invitation for a consumer to request for an offer. When clicking the button “Request” the consumer does not deliver an offer for the chosen product but a non-binding request for an offer to be made by Grossmann. After receipt of the request, we will contact the consumer within three working days. We then will negotiate and try to agree on a contract for the purchase of a Grossmann watch.

After having agreed on the crucial points of the purchase contract of a Moritz Grossmann wrist watch (exact version of the watch, price, eventually individual specifications), we will send a „binding offer“ to the customer by e-mail. Customer has to confirm our offer by e-mail in due time at least within 7 working days after receipt. The purchase contract will be concluded after we have received customer’s confirmation. Any changes of a yet concluded contract or any sub-agreement to such a contract shall only become effective if we confirm it in writing (e-mail is sufficient).

## **3. PRICES**

Our price list valid at the time of conclusion of a contract shall be applicable. All prices for customers outside of Germany do not include German VAT. VAT of customer’s home country has to be added. Any costs for transport and delivery are included in the price.

## **4. CONDITIONS OF PAYMENT AND DELIVERY**

The agreed purchase price shall be payable immediately after conclusion of the contract without any deduction. Additionally, all conditions of payment and delivery mentioned in our “binding offer” or in the purchase contract itself shall apply. The purchase price is payable in advance by bank transfer depending on consumer’s choice.

We are entitled to partial deliveries. All delivery dates mentioned in our binding offer or in the contract are non-binding, unless we expressly confirm a certain date as being „binding“ in writing.

The watch will be delivered by delivery service or the customer may pick it up at our factory in Glashütte (Saxony, Germany).

## **5. DEFAULT IN PAYMENT**

If consumer falls into arrears with its payment, we charge interest for default in the amount of 5 % above the base lending rate per annum. We reserve the right to claim higher damages for default. If we claim such higher damages for default, consumer has the right to prove that the claimed higher damage has not accrued at all or – only – a lower amount of damage.

## **6. GUARANTEE**

All our watches are manufactured with greatest care. If – nonetheless – a watch should be defective during the guarantee period, we provide cure according to the following rules:

In case of a defect the consumer has the right of supplementary performance (“Nacherfüllung”): It is consumer’s choice either to have the defective watch repaired (“Beseitigung des Mangels”) by us or to receive a new watch (“Ersatzlieferung”). Nonetheless, we are entitled to refuse consumer’s choice of supplementary performance if it causes disproportional costs and the alternative way of supplementary performance implies no significant disadvantages for the consumer. During the execution of the supplementary performance consumer may neither reduce the purchase price nor cancel the contract. Supplementary performance shall be deemed as having failed with the second ineffective attempt, unless something else arises due to the individual characteristic of the product or the defect or because of other circumstances of the case.

If supplementary performance has failed or we have refused it in general, consumer may – at his discretion – reduce the purchase price (“Minderung”) or cancel the contract. Consumer may claim damages because of the defect only after the supplementary performance has failed or if we have refused it. Consumer’s right to claim further damages according to the rules as laid down in these Conditions of Sale and Delivery remain untouched.

The guarantee period shall be 2 years starting with the date of purchase.

## **7. CUSTOMMADE PRODUCTS AND JEWEL WATCHES**

Grossmann manufactures individual watches on consumer’s special demand as e.g. jewel watches; engraving according to consumer’s wish is also possible. For such individually manufactured watches the individual understanding and agreement between Grossmann and the consumer shall prevail these General Conditions of Sale and Delivery which – in such case – shall only apply supplementary. Consumer’s right to withdrawal according to § 312g II (1) BGB (see article 12 below) does not apply in such a case.

## **8. RESERVATION OF TITLE**

All products sold and delivered to consumer shall remain in our sole property until fully paid by the consumer.

## **9. LIABILITY**

We accept liability in accordance with the legal requirements of the governing law, insofar as the consumer claims damage compensation based on our culpable behaviour (including that

of our auxiliary staff and legal representatives) and – additionally – our behaviour results in damage to life, body or health.

We also accept liability for damages resulting from our or our auxiliary person's or legal representative's intentional or gross negligent violation of consumer's objects or property.

Insofar as we (or our auxiliary staff or legal representatives) violate an essential contractual obligation – i.e. an obligation being vital for the performance under this contract – merely negligently, our damage compensation obligation is limited to the reasonably foreseeable and typically occurring damage. We do not accept any liability for slight negligent violation of contractual obligations, insofar as we do not violate obligations which are essential for the performance under this contract (“Kardinalpflichten”).

Any further liability, particularly on account of lost profit or other damages such as punitive or exemplary damages, shall explicitly be excluded unless we act with malice intent or gross negligence.

## **10. DATA PROTECTION**

Consumer agrees that Grossmann may collect and process on the basis of the applicable data protection provisions, especially Art. 6 I lit. b) GDPR (EU-General Data Protection Regulation), all data concerning the consumer which are obtained by Grossmann in the course of the business relation between the consumer and Grossmann and which are essential for Grossmann to be able to fulfil Grossmann's contractual obligations.

Grossmann shall record and save such data only as long as it is essential for the execution of the relevant business with the consumer, including the grant of potential guarantee rights to consumer. Consumer has the right to be informed by Grossmann about all data recorded and saved. Additionally, consumer has the right to file a complaint at the competent regulating authority: Der **Sächsische Datenschutzbeauftragte**, Devrienstraße 2, DE-01067 Dresden, **e-mail: saechsdsb@slt.sachsen.de**

## **11. APPLICABLE LAW AND PLACE OF JURISDICTION**

Place of performance for all deliveries and performance(s) is Glashütte (Saxony), Germany.

All of these General Conditions of Sale and Delivery and all contractual relations between consumer and Grossmann are exclusively governed by German substantive law, especially the German Civil Code (Bürgerliches Gesetzbuch – BGB).

## ***12. INFORMATION on CONSUMER'S RIGHT to WITHDRAWAL***

The right of withdrawal listed below only applies to prefabricated, already produced watches. It expressly does not apply if we manufacture a wristwatch according to your wishes or (even on a watch that has already been produced) carry out special decorations such as engravings (see § 312g II (1) BGB).

## **Right of Withdrawal**

You have the right to withdraw from this contract within 14 days after its conclusion without giving any reasons.

To execute your right of withdrawal, you have to inform

**Grossmann Uhren GmbH,**  
**Uferstraße 1,**  
**01768 Glashütte,**  
**Tel. +49 (0)35053 32000,**  
**Fax: 320099,**  
**E-Mail: [boutique@grossmann-uhren.com](mailto:boutique@grossmann-uhren.com)**

of your decision to withdraw from this contract by an unequivocal statement, e.g. a regular letter sent by post, fax or e-mail. You may download the model withdrawal form from our website ([Download Withdrawal](#)) You may use the linked model withdrawal form but this is not obligatory; you may also send us by regular mail, fax or e-mail any other unequivocal declaration which clearly states your withdrawal.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your execution of the right of withdrawal before the deadline has expired.

## **Effects of the Withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We care for the execution of the return of the merchandise due to insurance reasons because of the high merchandise value; you have to bear the direct costs of the return of the merchandise.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

***END OF INFORMATION ABOUT THE RIGHT OF WITHDRAWAL***

**13. Alternative Dispute Resolution in accordance with Art. 14 (1) ODR-Regulation and § 36 VSBG:**

The european commission provides a platform for online dispute resolution (OS) which is accessible at <https://ec.europa.eu/consumers/odr>. We are not obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.

State of processing: March 2021