SALON DES HORLOGERS
GENÈVE

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. SCOPE OF APPLICATION AND CONTRACTUAL PARTNERS

1.1. For the business relations between SDH GENEVE SA, Place du Molard 5, 1204 Geneva, Switzerland, (hereinafter referred to as "seller") and the customer (hereinafter referred to as "customer") for business via the Swiss online site (https://www.salondeshorlogers.ch) (hereinafter referred to as "online site") and/or via the physical store located at Place du Molard 5, 1204 Geneva, Switzerland, the following General Terms and Conditions of Sale apply in their version in force at the time of the order (hereinafter referred to as "GTC").

1.2 By means of links in the online site, the customer can call up, consult or save on his computer the GTC when ordering. It is the customer's responsibility and the seller's recommendation to print out the GTC (e.g. as a screenshot or after marking the text on the page).

1.3. The offer of goods on the online shop is directed exclusively at consumers of legal age. Consumers in the sense of these provisions are natural persons who conclude a contract for their private or family non-commercial needs. Purchasing on the online site for commercial purposes is prohibited. In particular, the professional resale and distribution of goods ordered on the online site is prohibited.

1.4. Deviating contractual conditions, in particular those which the customer declares acceptable with the acceptance of the contract, are only valid if and insofar as they have been expressly accepted by the seller in writing.

1.5. The Seller reserves the right to amend these GTC at any time.

2. AFTER-SALES SERVICE

For questions, requests and complaints, the customer may contact the seller's after-sales service: By post: SDH GENEVE SA, Place du Molard 5, CH-1204 Geneva Telephone: +41 (0) 79 871 25 10, e-mail: contact@salondeshorlogers.ch

3. CONCLUSION OF THE CONTRACT

3.1. The online site only represents an invitation to the customer to make an offer to conclude a purchase contract for the goods presented.

3.2. A binding order is only concluded when the customer has paid a deposit or the full amount of the proforma or final invoice and has given all the information necessary for the execution of the contract, and has confirmed that he has read these general terms and conditions of sale.

3.3. The seller reserves the right to accept the order. The seller is not obliged to conclude a contract on the basis of the order. An order may be cancelled or refused if there is a violation of these General Terms and Conditions of Sale or if there is a suspicion of such a violation. Such a case arises when the customer has not paid for an order or there is a lack of credit card coverage. Furthermore, the cancellation of orders is also justified when the customer is suspected of being a commercial reseller and the customer has not been able to dispel this suspicion. The rejection of future orders is possible in this context if it has become apparent or should become apparent that the customer is reselling the ordered goods professionally. The customer shall be informed in writing of the cancellation or rejection of the order.

3.4. The contract shall only come into existence with the express declaration of acceptance by the Seller. Without being obliged to do so, the Seller is entitled to accept payment from the Customer within four days after receipt of the invoice. Acceptance shall be declared by sending an invoice by e-mail or Whatsapp message to the customer.

3.5. The above applies even if the customer has already paid the purchase price due to the chosen method of payment or has already ordered the payment. In this case, if the contract is not concluded for

any reason, the Seller shall inform the Customer and refund the advance payment. If the contract is concluded, at least for a part of the ordered goods, this is communicated to the customer with the declaration of acceptance, i.e. the e-mail with the invoice and the order confirmation. In this context, the refund is made for all goods that cannot be delivered.

4. PRICES, SHIPPING AND DELIVERY

4.1. All prices indicated on the online site are exclusive of tax, i.e. Swiss value added tax is additionally applicable if the goods are received in Switzerland. The seller shall indicate any shipping costs and additional costs to the customer in the invoice.

4.2. The Seller reserves the right to change the prices of the offered items at any time. The price at the time of invoicing shall apply.

4.3. Unless otherwise agreed, delivery shall be made to the delivery address indicated on the invoice. The Seller shall inform the Customer of the delivery time, if any, during the ordering process and/or in the e-mail / Whatsapp message with the invoice. Unless otherwise stated, the delivery time for standard delivery is 3-5 business days from receipt of the full purchase amount. More specific information about delivery options, shipping company and shipping process can be discussed via email / Whatsapp messaging.

4.4. After the goods have been handed over to the carrier, the carrier will send a shipping confirmation to the customer via email/Whatsapp

message, which includes a tracking code that allows the customer to follow the delivery.

4.5. The customer is obliged to accept the goods upon receipt of the e-mail/Whatsapp message with the invoice. Change requests and cancellation requests can no longer be taken into account or will only be taken into account at the discretion of the seller and at his discretion. The right of withdrawal according to number 6 below remains reserved.

4.6. Upon delivery to the address indicated by the customer, visible quantity differences must be notified to the carrier immediately and non-visible quantity differences must be notified to the seller in writing within 24 hours of receipt of the goods (see Section 2 Customer Service).

4.7. If a delivery does not arrive at the customer's premises despite the carrier's confirmation of shipment or if the customer does not receive any news from the carrier within two days of the confirmation of delivery, the customer must contact the seller's customer service department without delay (see section 2 above).

5. PRESENTATION OF THE GOODS, DELIVERY TIME, AVAILABILITY

5.1. Product images in advertisements, brochures, on the website, etc., are for illustration purposes only and are not binding. The same applies

to information on individual items, which is provided for information purposes only. Only the information provided by the seller on the invoice issued to the customer is binding. We reserve the right to change the products shown on the online site at any time and without prior notice and to limit the number of units per customer.

5.2. Some goods presented in the online site cannot be ordered and purchased directly on the online site. This is specified in the relevant product information. For these goods, the customer has a request form on the online site.

5.3. All information on delivery times of goods in the online site are not binding.

5.4. If the Seller is unable to meet a delivery date for reasons for which it is not responsible (e.g. unavailability of the goods due to force majeure), the Seller shall inform the Customer without delay and, if necessary, set a new delivery date. If the delivery period is not acceptable to the customer or if the goods are not available in whole or in part within the new delivery period, both parties to the contract shall be entitled to withdraw from the contract for the goods in question; in this case, any consideration already paid for the unavailable goods shall be reimbursed by the seller to the customer. In the exceptional case of bankruptcy of a watch brand represented by the seller, deposits paid by customers for orders of watches from the latter are not refundable unless the Seller is reimbursed beforehand.

5.5. Delivery is made on the condition that the seller is supplied by the supplier in due time and in good order. There shall be no delay in delivery in the event of force majeure, such as strikes and other labor disputes, riots, war, natural disasters, or in the event of delivery blockage by the manufacturer or supplier. The seller is not liable for delays in delivery caused by the manufacturer or third parties.

5.6. The goods are available while stocks last. In exceptional cases, errors and corrections may occur, especially when several customers order the same goods at the same time. The seller is not responsible for stock-outs and unavailability of goods.

5.7. If not all the goods ordered are in stock, the seller is entitled to make partial deliveries. Should it become apparent after the conclusion of the contract that all or part of the goods cannot be delivered for reasons not attributable to the seller, the customer is entitled to withdraw from the contract only in respect of the undelivered goods.

6. RIGHT OF WITHDRAWAL, DOWN PAYMENT AND REFUND

The seller does not grant the customer a contractual right of withdrawal when the goods have been paid for and delivered. By default, deposit/down payment are not refundable. In case of a down payment, if the balance is not paid by the customer within 30 days (unless agreed otherwise in writing) - although the goods are available for delivery - it is not refundable and the goods can therefore be sold anytime to new customers.

However, a refund of the deposit may be granted if the seller considers the customer's written request received within 2 days to be valid.

A right of withdrawal may be granted if the seller considers the customer's written request to be valid. A return must be made within 2 calendar days from the day the customer has taken possession of the ordered goods from the carrier. It is obligatory to inform the seller's customer service department before a return (see Section 2 above). The date on which the goods to be returned were handed over to the carrier is also decisive for the observance of the return period in this case. Excluded from the right of return (but not from warranty claims) are goods which are not prefabricated and for the manufacture of which individual choice or provisions of the customer are decisive or which are objectively adapted to the personal needs of the customer. This applies to individual engraving work or modifications of the goods.

For returns, the goods must be sent to the following address

SDH GENEVE SA

Place du Molard 5

CH-1204 Geneva

The goods must be returned in new and unused condition.

The goods must be returned in their original packaging with all protections, labels and stickers on the products as well as with all accessories and spare parts.

If the return is not carried out according to these instructions, the seller is entitled to offset the value of the goods not returned against the amount to be refunded to the customer. Compensation shall also be paid if the goods are damaged during the return due to the customer's fault. Watches must be returned in their original packaging, with all protective materials, labels and stickers as well as all additional materials delivered at the same time. The decisive factor for the properreturn of the watches is the condition of the watch at the time of purchase or shipment according to the description and photographic documentation. The customer bears the direct costs of the return of the goods and the liability/insurance for the package. The customer is responsible for the full value of the returned goods. In this situation, the seller is not responsible for loss, damage, sending to the wrong address or delays in delivery of the return.

The customer himself is responsible for the insurance and transportation of the goods. The purchase price (minus the additional costs of delivery and shipping) is refunded to the customer.

The refund will be made by the same method of payment that the customer used to place the order, unless otherwise agreed with the customer. The refund is the only service provided by the seller upon return. An exchange of the goods is excluded.

The refund will only be made after the goods have been received by the Seller and the Seller has checked the quality of the goods.

During the quality check, a decision is made as to whether the goods are still in new condition or whether a loss of value has occurred and must therefore be deducted from the refund.

7. RESERVATION OF OWNERSHIP

The seller reserves the ownership of the delivered goods, in any case, until the full payment (final and unconditional credit of the total purchase price) of the invoice amount of a delivery. In the case of customers whose registered office is in Switzerland, the Seller is entitled to make a corresponding entry in the register of reservation of title.

8. TERMS OF PAYMENT

For orders placed, the customer may use the payment options specified therein, i.e. bank transfer, cash up to a certain amount defined in the law per person and calendar year as well as by credit card (physical payment terminal or link for payment).

9. TRANSFER

The seller reserves the right to assign or pledge claims against the customer arising in connection with the delivery of goods to third parties, including any partial payments due, default interest and collection costs.

10. TRANSFER OF PROFIT RISK

10.1. The performance of the seller consists of the obligation to send or deliver and ends with the transfer to the carrier or the customer. After shipment, the risk of deterioration and accidental destruction of the goods is transferred to the customer. The seller shall not be liable for the negligence of the commissioned transport company.

10.2. An explicit assumption of the transport costs by the seller in a particular case does not affect the transfer of risk.

11. DUTY OF EXAMINATION AND COMPLAINT, WARRANTY

11.1. Deviations in quality, color, size, equipment or design of the goods, which are customary in the trade or are technically unavoidable, do not constitute defects. The same applies to any documented and published signs of ageing of watches.

11.2. The customer is obliged to check the delivered goods as soon as the usual course of business permits and to notify the Seller's Service Department of any defects without delay (see 2 above). If the customer fails to do so, the goods shall be deemed to have been accepted. In any case, the delivery shall be considered accepted if the customer does not submit a complaint by e-mail/Whatsapp message to the Service Department within two (2) days after the delivery.

11.3. Defects which could not be detected during a proper examination according to the previous paragraph must be reported to the Customer Service without delay after their discovery (see item 2 above), otherwise the goods are considered accepted even with regard to these defects.

11.4. Before returning the goods, the customer must contact the Service Department (see Section 2 above). This contact can be made at the same time as the complaint is submitted (see Sections 11.2 and 11.3 above). The Customer Service Department will inform the customer of the procedure to be followed. The defective goods can only be returned after this contact. In the event of a replacement delivery, the goods returned by the customer shall become the property of the seller.

11.5. The seller assumes the warranty by eliminating defects for used watches. If the manufacturer's warranty is valid, the manufacturer shall provide the warranty.

For used watches, the seller has the choice between the repair of a defect or a financial compensation to be determined between the seller and customer in writing. If neither subsequent performance nor replacement delivery is possible, the warranty consists of the cancellation of the sales contract. In the case of the sale of watches, the seller guarantees the goods by repairing defects, but only subsequent performance (rectification) is offered.

If subsequent performance is not possible, the fulfilment of the warranty consists in the rescission of the contract.

11.6 If subsequent performance is not successful, the customer is entitled to withdraw from the contract. This does not apply in the case of a minor defect. A claim for price reduction is excluded. This limitation of liability shall extend to all claims which compete with warranty claims, whether they arise from the contract (Art. 97 ff. CO), from tort (Art. 41 ff. CO), from the nullity of the contract due to error (Art. 23 ff. CO), etc.

11.7 The Seller shall not be obliged to assume the warranty if the Customer or a third party does not follow the operating or maintenance instructions for the goods without the Seller's prior consent, or if the Customer or a third party makes modifications, changes parts or uses consumables that do not meet the original specifications.

The same applies to defects resulting from improper use, storage or handling, external interventions and opening the goods.

A warranty for normal wear and tear, for consumables, for accessories and for batteries is excluded.

11.8. The customer does not have any guarantees in the legal sense.

Manufacturer's warranties are of course not affected. The seller assumes no responsibility for the descriptions of third parties, in particular other customers in the context of reviews published on the online site or on our social network presences.

11.9. The foregoing limitations and reductions of time periods shall not apply to claims due to damage caused by the Seller, its legal representatives or its vicarious agents:

- in the event of injury to life, limb or health

- in case of intentional or grossly negligent breach of duty as well as in case of fraud

- within the scope of the guarantee promise, insofar as this is agreed

- insofar as this is within the scope of the German Product Liability Act.

12. TRANSPORT DAMAGE

If goods are delivered with obvious transport damage, the customer must notify the carrier immediately and contact the seller without delay. Failure to file a complaint or to contact the Seller shall have no effect on legal claims and their exercise, in particular warranty claims (see, however, the obligation to notify defects in good time in sections 11.2 and 11.3). However, the customer shall assist the seller in asserting his claims against the carrier or the transport insurance.

13. LIABILITY

13.1. The Seller shall not be liable for slight negligence. Liability for vicarious agents is excluded.

13.2 In particular, the Seller shall not be liable for any damage resulting from any of the following causes: (i) improper or unlawful storage, adjustment or use or use contrary to the contract, (ii) use of incompatible parts or accessories, (iii) lack of maintenance and/or improper modifications or repairs to the goods by the Customer or a third party, (iv) force majeure, in particular elementary damage, damage due to moisture, falls or blows, etc., which cannot be attributed to the Seller, and judicial or administrative orders.

14. APPLICABLE LAW AND JURISDICTION

Only Swiss law is applicable. This choice of jurisdiction applies to consumers only insofar as it does not deprive them of the protection of the mandatory consumer protection provisions of the state in which they are ordinarily resident. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. The place of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions is Geneva.

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