

## General Terms and Conditions Tech Bureau Europe SA

Please read these General Terms and Conditions ("T&Cs") carefully and familiarise yourself with them before ordering products from this website.

Please click on the "I accept the terms and conditions of Tech Bureau Europe SA" button at the end of the ordering process if you agree to these terms and conditions. Please understand that if you do not accept these terms and conditions, you will not be able to order any products from this website.

### General Provisions

1. We are Tech Bureau Europe SA (hereinafter "**Tech Bureau**", "**we**" or "**us**"). We are registered in Switzerland in the commercial register of the Canton of Zug under the company number CHE-209.068.927.
2. These T&Cs shall apply to all - including future - contracts between Tech Bureau and natural or legal persons under private law and legal persons under public law ("**principal**", "**you**" or "**customer**").
3. Tech Bureau hereby expressly refuses any general terms and conditions of the customer to the extent that they conflict with these T&Cs. Such general terms and conditions shall not become part of the contract even if we do not object to them upon receipt or if the customer places orders with reference to its own general terms and conditions.
4. All deliveries and services provided by Tech Bureau to the customer are made exclusively on the basis of these T&Cs in the version valid at the time of the order. Any deviating terms and conditions are not accepted by us unless we expressly agree to their validity in writing. Amendments and supplements to these T&Cs must be made in writing.
5. You can download these T&Cs in PDF form at any time by clicking [here](#). To read them, you need the free Adobe Reader program. We recommend that you print out a copy of these T&Cs for future reference.

### Purchase of Products, Ordering Process, Content of Contracts

6. The presentation of our products and the granting of the possibility to place an order do not constitute a binding offer on our part. You can select products from our range and collect them in your virtual shopping basket by clicking on the "add to shopping cart" button. Before sending the order you can change and view the shopping basket at any time. The order can only be placed if you accept these T&Cs by clicking the checkbox ""I have read and accepted the General terms and conditions of your shop.". When you then click the button "send order", you have submitted a binding offer to us to conclude a contract.
7. After you have placed an order, you will receive an email ("**order confirmation**") confirming that we have received your order. The order confirmation will contain the details and the order reference number of the purchase you have made from us. This order confirmation does not constitute an acceptance of your offer, but is only intended to inform you that we have received your order.
8. A contract of sale with us will only come into effect when we accept your order and confirm the acceptance of this order in another email including details of the estimated shipping time ("**order acceptance**") or when we send the ordered product to you and confirm shipment to you in an email ("**shipping confirmation**").
9. The contract applies only to those products for which we have confirmed shipment in the order acceptance or which we have delivered to you. If your order contained additional products, these are not covered by the contract and there is no obligation to deliver these products to you until the dispatch of the corresponding products has been confirmed in a separate order acceptance or shipping confirmation. Apart from the foregoing, the content of the contract is contained in these T&Cs. Oral deviations from the T&Cs or subsequent changes or additions to

a contract require a new written confirmation or approval by Tech Bureau in order to be effective.

10. We may refuse your order, in particular
  - if the product is not available; or
  - if there is an obvious error in the price or description of the Product.
11. In case there are no items of the product you have selected available at the time of your order, we will notify you immediately. Where the product is permanently unavailable, we will not accept your order. In this case, there is no contract concluded.

## **Prices and Payment**

12. Unless otherwise agreed in writing, prices are quoted in Swiss Francs and include the value added tax applicable in Switzerland. Before the order is placed, the individual prices are again shown separately and as a total price including possible shipping costs. The prices of a product may change at any time.
13. We accept crypto currencies as a means of payment. The possibility to pay in crypto currencies is offered by an external service provider - Coin Gate. When using this payment possibility, the terms and conditions of Coin Gate must be consulted by the customer. In addition, each payment in crypto currency requires your consent to the following conditions:
  - 13.1. You are liable to us for payment of the purchase price in the stated official local currency;
  - 13.2. You will be liable in the event of non-payment or late payment by the external service provider;
  - 13.3. You will bear the risk of the exchange rate between the crypto currency and the official local currency, unauthorised payments or incorrect payments by the external service provider or the insolvency of the external service provider; and
  - 13.4. If for any reason you are unable to use the external service provider's services, you have to pay the purchase price in the official local currency set out in the contract.
14. Unless otherwise agreed, the prices set out in the order shall apply. Tech Bureau reserves the right to change prices at any time. Price changes made after the order will not be taken into account.
15. Our website contains a wide range of products and even if we use our best endeavours it is still possible that some of the products listed on our website may not be listed at the correct price. Usually we check the accuracy of prices as part of our shipping process. If the correct price of a product is lower than the price we showed on our website, we will charge the lower amount on shipment. If the correct price is higher than the price we showed on our website, we will usually, at our discretion, contact you to agree on further action to be taken. However, we reserve the right to reject your order without further contact. We will inform you promptly about the rejection of your order.
16. We are not obliged to deliver a product to you at an incorrect (lower) price if the price error is obvious and unmistakable and could reasonably have been recognised by you as incorrect, even if we have already sent you an order acceptance at the incorrect price.
17. The order process is limited to a total order value of 30'000.00 Swiss Francs and a maximum of three watches.
18. We will state the price to be paid by you in the order acceptance or shipping confirmation. Payment of the purchase price is due immediately upon completion of the order, before delivery of the products. If you pay by credit card, we will charge your credit card with the total amount due shortly before the products are shipped. We may postpone the delivery of the products until full payment has been received.
19. If the due date of the payment is determined according to a calendar date, you are already in default by delaying this date. In this case, we reserve the right to charge interest on arrears at

the statutory rate. The obligation to pay default interest does not exclude the assertion of further default damages by us.

20. All credit card holders are subject to validity checks and approvals by the card issuer. Personal data of the credit card holder which are necessary for these checks may be exchanged with third parties (card issuer and any other agent who may be involved in the payment process). If the issuer of the credit card refuses to authorise payment to us, we shall not be liable for delays or non-deliveries.

### **Delivery**

21. We will inform you of the shipping date (incl. parcel tracking number) by means of a shipping notification. Delivery in Switzerland is free of shipping costs. Additional costs may be incurred for deliveries to other countries.
22. Unless otherwise agreed in writing, all deliveries shall be made from the warehouse of the manufacturer of the products. The choice of the mode of dispatch is at the discretion of Tech Bureau or the manufacturer. Subsequent changes to the place of delivery shall be at the expense and cost of the customer.
23. With the provision of the products and corresponding notification of readiness for dispatch, benefit and risk is transferred to the customer, irrespective of who bears the transport costs or who carries out the transport. If the customer declares before this time that the delivery item will not be accepted, the risk of accidental failure or accidental deterioration of the delivery is transferred to the customer at the time of this declaration.
24. Tech Bureau will try to deliver the order within the estimated delivery time stated in the order acceptance. The delivery time indicated by Tech Bureau or the manufacturer is for guidance only. Failure to comply with the stated delivery time will not give rise to any claim for withdrawal from the contract or damages. If Tech Bureau or the manufacturer is unable to deliver an accepted order, Tech Bureau shall have no obligation to execute delivery in another way. In this case, you will be refunded any amount you have already paid for the undelivered product or products.

### **Retention of Title, Set-Off, Right of Retention**

25. The delivered products remain the property of Tech Bureau or the manufacturer until all claims against you under the contract of sale are settled. As long as this retention of title exists, you may not resell the products or dispose of the products.
26. You shall only be entitled to set-off if your counterclaims have been legally established or are undisputed or acknowledged by us. Furthermore, you shall only have a right of retention if and insofar as your counterclaim is based on the same contractual relationship.
27. If you are in default with any payment obligations towards us, all existing claims shall become due immediately.

### **Obligation to Inspect and Give Notice of Defects, Warranty**

28. Deviations in quality, colour, size, features or design of the products that are customary in the trade or technically unavoidable due to the materials used do not constitute defects.
29. You are obliged to inspect the delivered products as soon as the normal course of business foresees it and to immediately notify the manufacturer's customer service (see warranty conditions below) of any defects found. If you fail to do so, the products will be deemed approved. The approval shall be deemed to have been given in any case, unless you notify the manufacturer's customer service of a defect by email within 8 days of delivery.
30. Defects that could not be detected during a proper examination in accordance with the above paragraph must be reported immediately upon discovery to the manufacturer's customer service

(see warranty conditions below), otherwise the products ordered shall be deemed to have been approved also with regard to these defects.

31. If the delivered products are defective ("**warranty claim**"), we will at our discretion either remedy the defect (subsequent performance) or deliver a product free of defects (replacement delivery).
32. If neither subsequent performance nor a replacement delivery is possible, the remedy consists in the revocation of the contract. If subsequent performance does not correct the defect, you are entitled to withdraw from the contract. This does not apply in the case of insignificant defects. A right to price reduction is excluded. This exclusion of liability also extends to all claims which exist alongside your contractual warranty rights, be it those arising from contract (Art. 97 ff. OR), tort (Art. 41 ff. OR), rescission of the contract due to error (Art. 23 ff. OR), etc.
33. Any warranty is excluded if you or a third party do not follow the operating or maintenance instructions for the products, make changes, replace parts or use consumables that do not comply with the original specifications. The same applies to defects resulting from improper use, storage and handling of the products, unauthorised intervention and the opening of products. A warranty for normal wear and tear, for consumables, for accessories and for enclosed batteries/rechargeable batteries is excluded.
34. The warranty period is two years from the date of delivery.

### **Warranty Conditions**

35. Irrespective of liability for defects, all watches offered for sale on this website are covered by the 24-month international warranty (international warranty certificate) of the manufacturer Chronoswiss AG, Lucerne, Switzerland for material or manufacturing defects. The complete warranty conditions can be found in the international warranty certificate supplied with each watch.
36. Claims under this guarantee must be asserted directly to the manufacturer by returning the product.

Chronoswiss AG  
Löwenstrasse 16a  
6004 Lucerne  
Switzerland  
Email: [luzern@chronoswiss.com](mailto:luzern@chronoswiss.com)

The return must be accompanied by the fully and correctly completed and stamped International Warranty Certificate.

37. When returning products based on this warranty, please request by email ([luzern@chronoswiss.com](mailto:luzern@chronoswiss.com)) a free pick-up from the manufacturer.
38. In the event of unjustified complaints that are not covered by Chronoswiss international warranty (e.g. normal wear and tear of the product, defects due to improper handling, expired warranty period, etc.), Chronoswiss reserves the right to charge you for the expenses incurred in collecting, examining and returning the product.
39. The warranty by Chronoswiss does not in any way limit the warranty rights listed above.

### **Disclaimer**

40. You have no entitlement to damages. In particular, claims for damages against Tech Bureau arising from impossibility of performance, breach of contract, culpa in contrahendo or tort are excluded except to the extent there is intent or gross negligence. Liability for indirect damage and consequential damage resulting from use, faulty performance or loss of performance is excluded.

## **Data Protection**

41. Your privacy rights are set out in our Privacy Policy, which you can find [here](#) as a PDF file.

## **Applicable Law and Jurisdiction**

42. In the event of disputes arising out of or in connection with this contractual relationship, the place of performance and jurisdiction shall be Zug.
43. This contract shall be governed exclusively by Swiss law, explicitly excluding conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.

## **Final Provisions**

44. You may not transfer, assign, encumber or otherwise dispose of the claim to delivery of the products ordered under this contract without our prior written consent.
45. We are authorized to assign to third parties all claims to which we are entitled against the ordering party and to transfer the necessary data to the assignee exclusively for the purpose of enforcing the claim.
46. Should individual provisions of these T&Cs be or become invalid or void in whole or in part, the validity of the remaining T&Cs shall not be affected thereby. The parties undertake to replace the invalid or void provision with a valid provision that comes as close as possible to the intended economic purpose. The same applies in the event of a regulatory gap.
47. When you use our website, you agree that communication with us - as far as legally permissible - will take place electronically. We will contact you by email at the email address provided by you or write to you by mail at the address provided by you.
48. All communications addressed to us must be sent to [\[europa@techbureau.jp\]](mailto:europa@techbureau.jp).
49. If at any time during the term of the contract with you we do not insist on performance of any of your obligations under the contract, or if we do not exercise any of the rights or remedies to which we are entitled under this contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you of your obligations. Any waiver by us of any right or remedy shall be effective only if expressly stated or agreed in writing to be a waiver. A waiver by us of any claim for non-performance or improper performance shall not be deemed a waiver of any claim for subsequent non-performance or improper performance.