



Terms and Conditions

General

The following terms and conditions shall apply to all business relations between Archides Uhren GmbH, hereinafter referred to as ARCHIDES, and its customers. When placing an order or concluding a contract with ARCHIDES, the customer accepts the binding nature of these terms and conditions. Any deviating, contrary or supplementary terms and conditions, even if they are known, will not become part of the contract, unless they are expressly confirmed in writing. If conditions in derogation of these terms and conditions of sale and delivery are agreed in writing in the contract, the terms of the contract shall prevail.

Quotes, Prices

The prices ARCHIDES discloses in its current price list that is valid on the date of the order shall apply. ARCHIDES's prices are ex work, including packaging, excluding any shipping expenses. VAT will be calculated separately, subject to the statutory provisions applicable on the date of delivery or performance. Any technical or other changes may be carried out, provided they are reasonable.

Shipment, Delivery

The goods will always be shipped without insurance and in any case at the customer's cost and risk. This applies also in case of delivery freight paid and irrespective of the means of transport and who chooses the means of transport. Transport insurance will be purchased only upon the customer's express request. All related costs shall solely be borne by the customer. Unless otherwise agreed in writing, the price risk shall transfer to the customer upon dispatch of the goods; if customer is in delay with acceptance, when ARCHIDES is ready to ship the goods.

Unless otherwise agreed in writing, ARCHIDES will select the place of dispatch, the transport route and the means of transport at its best discretion without accepting any liability for the cheapest and quickest transport. Unless expressly otherwise agreed, indicated delivery periods shall always be without engagement.

Warranty

The customer shall immediately check whether the delivered goods are defective. Incomplete or incorrect deliveries as well as visible defects shall be notified to ARCHIDES in writing at least eight days after receipt of the goods, whereas invisible defects and errors shall be notified immediately after they are discovered. The notice of defects shall clearly state the type and scope of the alleged defect. In case of an untimely notice of defects and errors, the delivery shall be deemed approved and no warranty claim may be asserted. In case of substantiated and timely notices of defects, ARCHIDES will either elect to rectify the defect under warranty, grant a price reduction or replace the product. Any other claims against ARCHIDES of whatever nature, in particular any compensation for direct damage or consequential damage shall be expressly excluded, to the extent permitted by law.

Taking Back of Goods

Delivered goods may be sent back only with ARCHIDES's prior consent. If goods are nevertheless returned, ARCHIDES shall be reimbursed for all related costs. The customer may not infer any claims or other legal consequences from the fact that returned goods are accepted. If ARCHIDES agrees to take goods back, it reserves the right to collect a processing fee for the related costs and to grant a discount for the credit of the goods' value that corresponds to the age and condition of the goods. The amount of the discount will be determined by ARCHIDES.

Disclaimer

ARCHIDES disclaims any liability in case of any slightly negligent breach of duty by ARCHIDES and its servants. The above liability restrictions shall not apply to the customer's claims from product liability or any guarantees that may have been issued.

Payment

Invoices for the delivery of goods will be paid as agreed from time to time. Unless the parties agree on a payment period in writing, invoiced amounts shall be due and payable without deduction immediately upon receipt of the invoice. Bills of exchange or checks will be accepted only if agreed in writing and always only on account of payment. Any discounting and bill charges shall be borne by the customer and shall be immediately payable. In case of default in payment, the parties agree on default interest at a rate of 8% above the base interest rate. The customer may set off claims only against claims ARCHIDES has acknowledged in writing or against claims that have been finally established. The customer may assign his claims against ARCHIDES towards third parties or transfer rights and obligations under the contract only with ARCHIDES's prior written consent.



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ARCHIDES

Retention of Title

ARCHIDES shall retain title to the delivered goods until complete fulfillment of the customer's obligation, in particular payment of the purchase price, including incidental costs and interest, charges, expenses, etc. Customer shall maintain sufficient insurance for the conditional goods against customary risks such as natural disasters and shall submit proof thereof to ARCHIDES upon request. The customer hereby assigns to ARCHIDES any insurance claims he may have. The customer shall also store the goods according to ARCHIDES's instructions and the state of the art. The customer shall treat the goods with care as long as they are ARCHIDES's property. If any maintenance and inspection work is required, the customer shall regularly carry out such work at his own cost and expense.

Intellectual Property

All trademarks, presentations and related drawings, dimensional drawings and descriptions shall be ARCHIDES's intellectual property and may not be copied or made available to third parties, except with ARCHIDES's consent.

Export Clause

The customer's re-exports shall require ARCHIDES's prior written consent.

Force Majeure

In case of events of force majeure which affect ARCHIDES or any of its upstream suppliers, ARCHIDES may suspend the deliveries as long as the hindrance prevails or for a reasonable start-up period or may rescind the contract in whole or in part depending on the effects of force majeure. Events of force majeure include, but are not limited to, all forces of nature such as earthquakes, lightning, frost, storm, floods, as well as war, laws, government interference, seizure, transport disturbances, export, import and transit bans, international payment restrictions, shortage of raw materials and energy, as well as business interruptions such as explosions, fire, strikes, sabotage, and all other events that could be prevented only by incurring unreasonable costs and taking commercially unjustifiable acts.

Approval of Data Processing

The customer expressly agrees that the personal data that is made available or will be made available by the customer may be compiled, processed and used by ARCHIDES for marketing purposes, inter alia, by installing a customer file. This approval includes particularly the transmission of information for advertising purposes by fax, letter, email or any other form of transmission. The customer may revoke his approval at any time in the future.

Final Provision

These terms and conditions shall be governed by and construed in accordance with Austrian law, except for its conflict of law rules and the UN Sales Convention. Jurisdiction for all disputes arising directly or indirectly from the contract shall lie with the court of the provincial capital of Salzburg having subject-matter jurisdiction. Place of performance for all deliveries and payments shall be ARCHIDES's corporate seat.

Should any term of the contract or these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining terms. The invalid term will be replaced by a term that closest reflects the economic success of the invalid term.

Any amendment of and modification to contracts between ARCHIDES and the customer shall be made in writing. This shall also apply to any waiver of the written form requirement.

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