

General Terms and Conditions Master of Time SA

The General Terms and Conditions (hereinafter referred to as "GTC") apply to all orders placed and contracts concluded with Master of Time SA (hereinafter referred to as "MoT") (hereinafter referred to as "order"). MoT reserves the right to amend the GTC. The version of the GTC applicable at the time of the order or concluded contracts shall apply.

1. OFFER

MoT's offer is aimed at natural and legal persons of legal age. Prices, technical specifications and models of products are subject to change at any time. The images shown in advertising (flyers, brochures, in the online shop, etc.) and all information on the products are non-binding and are for illustrative purposes only. The technical data on the respective product page in the online shop is authoritative.

2. PRICES

All prices are always in Swiss francs (CHF) incl. value added tax (VAT) CH and advance recycling fee ("ARF"). The price in the online shop at the time of the order is always decisive.

3. ORDERING

The presentation of the products in the online shop is not a legally binding application, but a non-binding online catalogue or a non-binding invitation to customers to order the product in the online shop. MoT reserves the right to limit the delivery quantities for certain products and not to carry out the delivery if payment has not been made in full.

An order is deemed to be an offer to MoT to conclude a contract. After submitting the order, the customer automatically receives a confirmation of receipt documenting that the order has been received by MoT.

The minimum order value per order is CHF 25.00. For the first order, the total amount of the shopping basket may not exceed CHF 3,500.00 (payment by credit card) or CHF 10,000.00 (advance payment to bank or postal account). MoT may refuse orders in whole or in part without stating reasons. In this case, the customer will be informed and any payments already made will be refunded.

4. CONCLUSION OF CONTRACT

A contract is only concluded when the order is personally processed by MoT. The customer will receive an e-mail from MoT for every change in status.

5. RIGHT OF RETURN CH & LI / RIGHT OF CANCELLATION EU

Customers from Switzerland and Liechtenstein have no right of cancellation, but a right of return under special circumstances at MoT. Customers from Europe (EU) can cancel a completed order with MoT within fourteen days without giving reasons in accordance with applicable EU law. The cancellation period is fourteen days from the day on which the customer or a third party named by you (not the carrier) has taken possession of the product from MoT.

In order to exercise the right of cancellation, the customer must inform MoT of his decision to cancel an order by means of a clear declaration of cancellation (in writing by post). If the customer cancels an order, MoT will refund the customer the invoice amount from the cancellation, less delivery costs, within five days of the day on which the cancelled product is back in MoT's possession and has been inspected. MoT shall agree a means of payment for the refund with the customer by e-mail. MoT will not charge the customer any administrative costs for the repayment (EU bank charges will be borne by the customer).

The customer must return or hand over the product immediately and in any case no later than fourteen days from the day on which the customer informed MoT of the cancellation of the order. The costs of the return shipment shall be borne by the customer.

The customer must pay for any loss in value of the MoT products if this loss in value is due to handling of the product that is not necessary for checking the nature, properties or functioning of the product.

An exclusion from the EU right of cancellation and the CH right of return applies to orders for 'customer-specific' custom-made or 'limited' products. This exclusion from the EU right of cancellation and the CH right of return must be granted by the customer to MoT in any case and confirmed in writing (the customer receives a cancellation/return waiver document for signature).

Important note: if a MoT product has been worn (used) or assembled, the right of return CH & LI / right of cancellation EU expires completely and becomes null and void.

Attention: Outside of CH/LI and the EU we do not grant any right of cancellation or return.

6. DELIVERY

Deliveries from MoT, CALIBER DB movements, are possible to all countries worldwide.

Note: Currently we do not deliver products to Russia (Доставка в Россию в настоящее время невозможна).

The available delivery types and times are shown in the online shop and can be selected by the customer for the respective order. It is not possible to specify an exact delivery time. The delivery times of the respective delivery company apply from the date of dispatch.

In the event of delivery time delays that cannot be influenced by MoT, all claims for damages and other claims by the customer are excluded.

We always deliver to all countries worldwide with Swiss Post Services including goods insurance. Any tax charges, in particular VAT, of the respective country shall be borne by the customer. All deliveries from MoT are sent by registered post. The customer must sign for the delivery at the respective delivery company upon receipt. If the customer is not present at the time of delivery, the consignment must be collected in accordance with the delivery company's instructions or an alternative delivery must be arranged with the delivery company at the customer's own risk.

In any case, the customer assumes responsibility for the delivered products, even if they were not received directly by the customer.

7. GUARANTEE & WARRANTY

MoT guarantees the highest quality standard for all products and the warranty specified with the product in the online store (normally 2 years). In the event of justified defects, MoT can provide the warranty either in part or in full by replacing the product with an equivalent product, credit up to a maximum of the sales price at the time of the order, or a price reduction. Any further claims for damages cannot be asserted by the customer.

There is no general right to return fault-free and correctly delivered products. The guarantee and warranty are explicitly excluded for products that have been handled improperly or have been opened or manipulated by unauthorized/unqualified persons.

Important information: This "High Tech Movement" may only be operated and used by qualified persons. **NO** guarantee or warranty will be accepted for incorrect manipulation of these movements.

8. CLAIMS FOR DEFECTS

If products are delivered with obvious damage to the packaging or contents, the customer must immediately complain to the delivery agent and refuse acceptance, without prejudice to his rights in respect of defects. The customer is obliged to obtain a confirmation of damage from the delivery agent. All transport damage must also be reported to MoT immediately by e-mail with a copy of the damage confirmation.

Furthermore, it is the customer's responsibility to inspect the ordered products immediately upon receipt. Any defects or deviations from the order must be reported to MoT's customer service by e-mail within 3 days of receipt of the delivery by the customer. Thereafter, only hidden defects can be claimed, which must be reported to MoT Customer Service immediately after discovery. MoT reserves the right to demand proof of the defect.

9. PAYMENT

Payments are to be made exclusively in Swiss francs (CHF) and credit cards such as Visa, Mastercard, PostFinance (PostCard) and, in Switzerland, TWINT are accepted as electronic means of payment. In the case of payment by credit card or debit card, the amount will be debited immediately after the order is placed in the online shop.

MoT offers cash payment or TWINT on collection. MoT reserves the right to require advance payment for limited and customised products on collection.

In the case of advance payment (bank or post), dispatch will only be carried out after receipt of payment by MoT. In the case of limited and customised MoT products, production only takes place after receipt of payment.

If the customer defaults on payment in whole or in part, all outstanding amounts owed by the customer to MoT under any title shall become due immediately and MoT may claim these immediately. In the event of late payment, MoT shall not be obliged to accept new orders or fulfil outstanding deliveries.

In the event of default, MoT reserves the right to charge reminder fees and default costs (min. 5% of the order value). All expenses incurred in connection with the collection of overdue receivables shall be borne by the customer. In the event of unsuccessful reminders, the invoice amounts may be assigned to a company commissioned with debt collection. The company commissioned with the collection will claim the outstanding amounts in its own name and for its own account and may charge additional processing fees and interest on arrears from the due date.

If the customer is entitled to refunds or other credits, these will be credited to the customer's account and can be used for purchases at MoT. MoT credits are not saleable under any circumstances and will not be refunded if not used.

10. RETENTION OF TITLE

All products from customer orders remain the property of MoT until full payment has been received.

11. APPLICABLE LAW AND PLACE OF JURISDICTION

The legal relationship between MoT and the customer shall be governed exclusively by substantive Swiss law, to the exclusion of conflict of laws rules and the Vienna Sales Convention. The exclusive place of jurisdiction for natural persons and legal entities is the respective registered office of Master of Time SA (currently CH-2504 Biel/Bienne in the Canton of Berne).

All general terms and conditions or any purchasing conditions of the customer (natural persons or legal entities) are expressly excluded.