

1. Contracting partners and scope of validity

- (1) The contracting partners in connection with the application of these terms and conditions of sale and supply (hereinafter: general terms and conditions) shall be Oswald Riemer Uhrenarmbandfabrik GmbH, Willibald-Popp-Str. 2, 86179 Augsburg, Germany (hereinafter referred to as "RIOS1931") and the customer, also jointly referred to as the "Contracting Parties" or "Parties".
- (2) Customers of RIOS1931 within the meaning of these general terms and conditions shall only be entrepreneurs as defined by Sec. 14 of the German Civil Code (BGB), legal entities under public law or a special fund under public law.
- (3) Any provisions or terms and conditions deviating from these general terms and conditions shall only become the subject of the contractual agreement between the customer and RIOS1931 if RIOS1931 confirms and accepts these in writing in advance. This shall also apply if RIOS1931 does not expressly contradict deviating terms and conditions of the customer, even if these requests for quotations, orders or acceptance declarations of the customer are attached or RIOS1931 is aware of conflicting or deviating conditions of the customer, performs deliveries without reservation and / or provides the contractual service without reservation.

2. Contract conclusion

- (1) Our offers are non-committal and non-binding. The representations of the products on our website and in our catalogues do not constitute binding offers, but serve as basis for the customer to make a binding offer. This shall also apply if we provide the customer with catalogues, technical documentation (e.g. drawings, plans, calculations), other product descriptions or documents – also in electronic form.
- (2) Unless otherwise agreed, RIOS1931 may accept offers from the customer within four (4) weeks of receipt, in particular by informing the customer of the shipment of the goods.

3. Prices

- (1) Unless otherwise agreed in individual cases, our current prices at the time of the conclusion of the contract shall apply, ex works, plus statutory value added tax and plus the costs for packaging, freight and insurance.
- (2) Additional costs may be incurred in individual cases for deliveries to countries outside the European Union, which must be borne by the customer. These include, for example, costs for the transfer of money by credit institutions (e.g. transfer fees, exchange rate charges) or import duties or taxes (e.g. customs duties). Such costs may be incurred in relation to the transfer of funds even if the delivery is not made to a country outside the European Union, but the customer makes the payment from a country outside the European Union. The decisive factor in any case shall be the receipt of the full invoice amount by RIOS1931. Any bank charges or transfer costs or similar shall be borne in full by the buyer. There shall be no fee sharing.
- (3) Unless otherwise agreed with the customer, the purchase price shall be due upon receipt of the invoice and payable within 10 days of the invoice date.
- (4) For production orders, the customer must accept, take and pay for overproduction of up to five percent. Production orders are orders in which the buyer determines the number of goods to be produced. Custom designs are non-returnable.

4. Conditions of delivery

- (1) The delivery times specified by RIOS1931 shall be calculated from the time of acceptance of the contract. If no (or no different) delivery time is specified for the respective goods, it shall be approximately three (3) to four (4) months.
- (2) If no copies of the product selected by the customer are available at the time of the order, we will inform you immediately. If the product is permanently not available, we shall refrain from making a declaration of acceptance. In such cases, a contract shall not be created. If the product designated by you in the order is only temporarily unavailable, we will also inform you of this immediately in the order confirmation. In the event of a delivery delay of more than four (4) calendar weeks, you shall have the right to withdraw from the contract. Non-availability of the service in this sense shall, in particular, be non-timely self-delivery by our supplier, if we have concluded a corresponding hedging transaction, neither us nor our suppliers are at fault or we are not obliged to procure in individual cases.
- (3) The risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer as soon as we have delivered the goods to the freight forwarder, the carrier or the person or institution otherwise responsible for carrying out the shipment.
- (4) If RIOS1931 takes back the goods for reasons of goodwill, the customer shall bear the costs of the return shipment.

5. Retention of title

- (1) We shall reserve ownership of the goods sold until full payment of all our current and future claims under the purchase agreement and an ongoing business relationship. During the period of retention of title, the customer shall be obliged to handle the goods, together with any accompanying objects, with care.
- (2) The goods subject to retention of title may not be pledged to third parties or used as security before full payment of the secured claims. The customer must notify us immediately in writing if and insofar as third-party access is granted to the goods belonging to us. The customer must notify third parties of our rights and reimburse us for all costs associated with the protection of said rights, including legal fees.
- (3) The customer shall be authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions additionally apply.
 - a) The retention of title shall extend to the full value of the products resulting from the processing or combination of our goods, and we shall be considered to be the manufacturer. If the ownership rights of a third party remain with a processing or connection with goods, we shall acquire co-ownership in proportion of the invoice values of the processed, mixed or connected goods. In addition, the same shall apply to the resulting product as to the goods delivered subject to retention of title.
 - b) The customer hereby assigns to us the claims vis-à-vis third parties arising from the resale of the goods or the product as a whole or in the amount of our potential co-ownership share in accordance with the preceding paragraph. We shall accept the assignment. The duties of the customer set out in paragraph 2 shall also apply with regard to the assigned claims.
 - c) The customer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, does not fall into payment arrears, no petition for the opening of insolvency proceedings has been filed and no other problem with his ability to perform exists. If this is the case, however, we can demand that the customer notifies us of the assigned claims and the associated debtors, provide all information necessary for collection, hand over the pertaining documents and notify the debtors (third parties) of the assignment.
 - d) If the realisable value of the securities exceeds our claims by more than ten percent, we shall release securities of our choice at the request of the customer.

6. Customer claims for defects

- (1) The statutory provisions for the rights of the customer in case of material and legal defects (including wrong and underdelivery) shall apply, unless otherwise stated below. In all cases, the statutory special provisions for final delivery of the goods to a consumer (supplier regress pursuant to Secs. 478, 479 BGB) shall remain unaffected:
- (2) The basis of our liability for defects shall, above all, be the agreement made about the quality of the goods. An agreement on the condition of the goods shall be deemed to be the product descriptions (also of the manufacturer) designated as such, which were given to the customer prior to his order or included in the contract in the same way as these general terms and conditions.
- (3) We shall not assume any liability for public statements by the manufacturer or other third parties (e.g. advertising claims).
- (4) Customer claims for defects presuppose that he has complied with his statutory inspection and complaint obligations (Secs. 377, 381 of the German Commercial Code (HGB)). If a defect is discovered during the inspection or later, we must be immediately notified thereof in writing. The notification shall be deemed to be immediate if it takes place within two weeks, with the timely sending of the notification being sufficient to meet the deadline. Regardless of this statutory obligation to inspect and to give notice of defects, the customer must notify us in writing of obvious defects (including wrong and underdelivery) within two weeks of delivery. The timely sending of such notification shall also be sufficient here to meet the deadline. If the customer fails to properly inspect or give notice of defects, our liability for said defect shall be excluded.
- (5) If the delivered goods are defective, we can first choose whether we perform additional work to eliminate the defect (rectification) or deliver a defect-free item (replacement). Our right to refuse supplementary performance under statutory conditions shall remain unaffected hereby.
- (6) The general period of limitation for claims arising from material defects and legal defects shall be one year from the handover. Insofar as acceptance has been agreed, the period of limitation shall begin with the acceptance.
- (7) We shall be entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. The latter shall, however, be entitled to retain part of the purchase price that is reasonable in relation to the defect.

The customer has to give us the time and opportunity required for the supplementary performance due, in particular to return the claimed goods for testing purposes. In the event of replacement delivery, the customer must return the defective item according to the statutory provisions. The supplementary performance shall not include the removal of the defective item or reinstallation, unless we were originally obliged to install it.

- (8) The expenses necessary for the purpose of testing and supplementary performance, in particular transport, travel, labour and material costs (not dismantling and installation costs) shall be borne by us if a defect actually exists. However, if a customer's defect remediation request turns out to be unjustified, we can demand reimbursement for the resulting costs from the customer.
- (9) The performing the work themselves shall be excluded, as far as RIOS1931 does not ultimately refuse the supplementary performance.
- (10) The products may deviate slightly from the illustrations shown on the Internet, in catalogues or other product descriptions due to the technical presentation possibilities, in particular in the case of colour deviations that may occur. This shall not constitute a defect within the meaning of the general terms and conditions.

7. Liability

- (1) Unless otherwise stated in these general terms and conditions, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions. We shall be liable for damages – for whatever legal reason – in case of intent and gross negligence. In the event of simple negligence, we shall only be liable
 - a) for damages resulting from injury to life, body or health
 - b) for damages resulting from a breach of a material contractual obligation (obligations that need to be fulfilled for the proper execution of the contract in the first place, and that the contracting party must regularly rely on to be complied with); in this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damage. The maximum amount shall be EUR 10,000.00.
- (2) The aforementioned limitations of liability shall not apply if we fraudulently conceal a defect or have accepted a guarantee for the quality of the goods. The same shall apply to claims under the Product Liability Act.

8. Special information and duties

- (1) The customer shall be obliged to check the strength/quality/thickness of the leather strap before attaching the strap to the end user's watch or before delivering the strap to its end user. Sec. 377 HGB shall apply. If the customer has any doubts about the condition of the strap, the frame on the side of the case or the closing side and/or doubts about the condition of the clasp of the strap, the customer shall be entitled and obliged to consult RIOS1931 in text form before using the goods.
- (2) If the customer commissions RIOS1931 with the individual adaptation or change of the goods (e.g. embossing in the belt), the customer shall be responsible for the technical and legal consequences of this adjustment or change. In particular, RIOS1931 shall not check whether the requirements and wishes of the customer violate the rights of third parties. The customer shall indemnify RIOS1931 in the event of litigation and any claims and costs.
- (3) Drawings, measurements, weights, colours or other illustrations on our website or in our catalogues may differ from the actual nature of the goods due to the nature of the products. Our images as well as colour pictures are example photos.

2. Closing remarks

- (1) The place of fulfilment shall be the registered office of RIOS1931.
- (2) Contracts between us and you shall be subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG). The statutory provisions restricting the choice of law and the applicability of mandatory regulations, in particular of the country in which you as a consumer have your normal residence, shall remain unaffected.
- (3) The place of jurisdiction shall be Augsburg.
- (4) The contract shall remain binding in its remaining parts even in the case of legal ineffectiveness of individual points. Statutory provisions shall replace the ineffective points, as far as possible.

This is a translation of our general terms and conditions, which is for your convenience. Should there be any discrepancies or deviations in the translated version compared to the German text, the German version shall be legally binding and authoritative.