

The following General Terms and Conditions also contain legal information concerning your rights in accordance with the provisions on distance contracts and electronic commerce.

§ 1 - Scope & provider identification

(1) Online goods orders placed via the website www.atelieréqla.com are exclusively subject to the following General Terms and Conditions of
CHRIST Juweliere und Uhrmacher seit 1863 GmbH,
Kabeler Str. 4, 58099 Hagen, Germany
Email: info@ateliereqla.de

Court of registration: Local Court of Hagen HRB 3996

EU VAT no.: DE298346874

CEO: Dr. Stephan Hungeling

Unless otherwise agreed, the inclusion of any of your own terms and conditions is not permitted.

(2) A consumer in the sense of the following regulations is any natural person who concludes a legal transaction for a purpose that can neither be attributed to his or her commercial nor independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its independent professional or commercial activity.

(3) The version of these General Terms and Conditions valid at the time of the order shall apply.

(4) The prices at the time of the order shall apply. Special offers from our shop may be limited in time or quantity. Details can be found in the product description.

§ 2 - Conclusion of the contract

(1) The object of the contract is the sale of goods. Our offers on the Internet are non-binding and do not constitute a binding offer to conclude a contract.

(2) You can submit a binding purchase offer (order) via the online shopping cart system. You place an order from our shop by completing the following steps:

1) By clicking on the "Add to card button, you add items to your shopping cart with no obligation to purchase. 2) You can view all items that you have placed in the shopping cart by clicking on the "Card" symbol in the navigation bar. You can make changes here at any time. 3) If you wish to buy the items from your shopping cart, you then click on the "Proceed to checkout" button. This takes you to the ordering process, which consists of three steps:

The first step is to enter your personal data and address. The second step is to select your shipping details and a payment method. In the third step, you get an overview of all the details of your planned order on a review page (in particular the invoice and delivery address, product, price, quantity and payment method). Here you will be asked to confirm that your information is correct. You can also correct or modify your order details here by clicking on "Change".

4) By clicking on the "Place order" button, you are submitting a binding offer to us. You are thereby offering to conclude a purchase contract with us.

You will find the information about the time the contract was concluded in the corresponding section of the General Terms and Conditions. If you have selected PayPal as your payment method, you will be forwarded to the respective service provider at the end of the ordering process in order to complete the payment process there.

(3) After you have placed your order, we will send you an e-mail confirming receipt of your order and listing the details (confirmation of receipt). This confirmation of receipt does not constitute our acceptance of your offer; it is only intended to inform you that we have received your order. We can accept your order by sending a shipping confirmation by e-mail

or by delivering the ordered goods within five days.

We save the contract text and send you the order details by e-mail. You can view the General Terms and Conditions at any time. As a non-registered user, the order details are no longer accessible via the Internet for security reasons.

§ 3 - Custom designed goods

- (1) You provide us with the appropriate information or text required for the custom design of the goods before the contract is concluded.
- (2) You undertake not to transmit any data whose content infringes the rights of third parties (in particular copyrights, name rights, trademark rights) or violates existing laws. You expressly release us from all claims of third parties asserted in this context. This also applies to the necessary costs of legal representation in this context.
- (3) We do not check the transmitted data for correctness and therefore assume no liability for errors.
- (4) Custom designed goods cannot be exchanged.

§ 4 - Data protection

In our Privacy Policy, available at www.ateliereqla.de, we provide additional information on data protection as well as the type, scope and purpose of the collection and use of personal data carried out by us.

§ 5 - Right of withdrawal for consumers

(Consumers are entitled to a statutory right of withdrawal. A consumer is any natural person who concludes a legal transaction for a purpose that can neither be attributed to his or her commercial nor independent professional activity.)

Cancellation Policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period shall be fourteen days from the day on which you or a third party named by you who is not the carrier has taken possession of the last goods.

We offer you an additional voluntary right of return of 16 days after expiry of the statutory right of withdrawal of 14 days. The legal right of withdrawal exists independently of this and is not restricted by it.

In order to exercise your right of withdrawal, you must inform us

CHRIST Juweliere und Uhrmacher seit 1863 GmbH
E-Commerce
Kabeler Str. 4
58099 Hagen
Germany
E-mail: info@ateliereqla.de

of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or an e-mail). You may use the attached sample withdrawal form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient for you to send us the notification that you are exercising your right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments we have received from you, including delivery charges (except for any additional charges arising from your

choice of a delivery method other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the date on which we receive notice of your withdrawal from this contract. For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you incur charges for this refund. We may refuse to refund you until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us or to

CHRIST Retourenservice
CHR Logistik und Service GmbH
Meesmannstr. 103-105
44807 Bochum
Germany

without delay and at the latest within fourteen days of the day on which you notify us that you are withdrawing from this contract.

Atelier ÉQLA bears the cost of returning the goods.

The purchase price will be refunded via the payment method chosen when placing the order. You only have to pay for any loss in value of the goods if that loss in value is due to handling the goods in a manner that is not necessary to examine their nature, properties and functionality.

Exemption from the right of revocation

Unless the parties have agreed otherwise, the right of withdrawal does not apply to the following contracts: contracts for the supply of goods that are not pre-made and that are manufactured according to the consumer's individual preference or specification or that are clearly tailored to the consumer's personal requirements.

End of Cancellation Policy

§ 6 - Delivery of goods

(1) Atelier ÉQLA delivers to delivery addresses within Germany and to Austria, Belgium, Czech Republic, Denmark, Finland, France, Greece, Ireland, Hungary, Croatia, Lithuania, Luxembourg, Latvia, Netherlands, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia, United Kingdom, Norway, Liechtenstein and the USA.

(2) CHRIST Juweliere und Uhrmacher seit 1863 GmbH does not charge shipping costs on Atelier ÉQLA. Please note that deliveries to non-EU countries may be subject to additional customs duties.

(3) Unless otherwise specified in the article description, the goods will be delivered in Germany by GO! within 3 - 6 days from receipt of the order confirmation, for foreign deliveries within 4 - 7 days from the order confirmation. Please note that there is no delivery on Sundays or public holidays. If you have ordered items with different delivery times, we will ship the goods in a single shipment, unless we have agreed otherwise with you. The delivery time in this case is determined by the article in your order with the longest delivery time.

(4) Express delivery is not currently available.

(5) Please note that public holidays are not uniform throughout Germany and that services are provided in different federal states, e.g. Bavaria. The above-mentioned exceptions for public holidays therefore apply to public holidays in the federal states in which service providers are involved in the processing of an order.

(6) In case of delays in delivery we will inform you immediately.

(7) In the event that the ordered goods are unavailable, we reserve the right not to deliver. In this case, we will inform you immediately and refund any payment already received without delay.

§ 7 - Payment, due date, reservation of title

- (1) The purchase price is due upon complete delivery of the goods.
- (2) For deliveries within Germany you have the following payment option:
- PayPal. Your account will be debited upon completion of the order in the online shop.
- (3) For deliveries outside of Germany you have the following payment options:
- Credit card. Your credit card will be charged on the day the goods are shipped.
 - Paypal. Your account will be debited upon completion of the order in the online shop.
- (4) If you fall into arrears with payment, CHRIST Juweliere und Uhrmacher seit 1863 GmbH has the right to charge interest on arrears in the amount of 5% above the current base interest rate published by the European Central Bank, unless you can prove that a lesser damage has been incurred.
- For a payment method via our external partner Billpay GmbH, Billpay GmbH is entitled to demand corresponding overdue payment fees. You can find the amount of these overdue payment fees in the General Terms and Conditions of Billpay GmbH:
- (5) The delivered goods remain the property of CHRIST Juweliere und Uhrmacher seit 1863 GmbH until full payment has been received.
- (6) You may only exercise a right of retention insofar as it pertains to claims from the same contractual relationship.
- (7) All prices include the legal value added tax.

If you have any questions, you will find our contact details in the Legal notice.

§ 8 - Warranty

- (1) The product images may differ from the appearance of the delivered products.
- (2) In the event that the goods are defective, we shall ensure subsequent fulfilment within a reasonable period of time, i.e. either a replacement delivery or remedy of the defects. The place of fulfilment for subsequent fulfilment is our registered office. If the subsequent fulfilment chosen by you is only possible at disproportionate cost, we shall be entitled to subsequent fulfilment in the other form. The costs arising from subsequent fulfilment shall be borne by us. If a reasonable period for subsequent fulfilment has elapsed without result, you shall be entitled, at your discretion, to cancel the purchase contract or have the purchase price reduced.
- (3) If you decide to cancel the purchase contract, the goods or payments received by both parties must be returned and any benefits derived must be surrendered. If you are unable to return the goods received in whole or in part or only in a deteriorated condition, you must compensate us for the loss in value. However, any deterioration resulting from the intended use shall not be taken into account.
- (4) Warranty claims shall become statute-barred 2 years after the date of delivery of the goods.
- (5) The statutory rights of the consumer with regard to warranty/liability for defects shall apply. Any additional guarantees provided by the manufacturer shall improve the statutory rights. In the event of a warranty claim, you may contact the manufacturer directly or the CHRIST company with its entire branch network.

§ 9 - Damages

- (1) Damages for breach of an obligation arising from the contractual relationship shall be paid under the statutory conditions. The same applies to claims for damages on the basis of the Product Liability Act. All instructions on the packaging and inserts must be observed. No liability is assumed for any application and/or handling that deviates from these instructions.
- (2) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. We are therefore not liable for the constant or uninterrupted availability of the website and the services offered there.

§ 10 - Applicable law, place of fulfilment, place of jurisdiction

- (1) German law shall apply. This agreement on applicable law only applies insofar as the consumer is not deprived of the protection granted by the law of the country in which the consumer is domiciled (favourability principle).
- (2) The place of fulfilment for all services arising from business relations with us and the place of jurisdiction shall be our registered office, provided that you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or domicile is not known at the time the action is filed. The right to also appeal to the court at another legal place of jurisdiction remains unaffected by this.
- (3) The provisions of the UN Convention on Contracts for the International Sale of Goods are expressly excluded.

§ 12 - Other

- (1) Online gift vouchers cannot be paid out in cash - even partially.
- (2) The law of the Federal Republic of Germany shall apply. However, the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall not apply.
- (3) Complaints must be submitted to the address stated in § 1.
- (4) European online dispute resolution platform: From 15 February 2016, the European Commission will provide a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes related to their online order without the need for a court of law. The dispute resolution platform will be accessible via the external link
<http://ec.europa.eu/consumers/odr/>
- (5) Alternative dispute resolution in consumer matters (Consumer Dispute Settlement Act - VSBG): CHRIST Juweliere und Uhrmacher seit 1863 GmbH does not participate in dispute settlement proceedings before a consumer arbitration body.

II. Customer information

1. Identity of the vendor

CHRIST Juweliere und Uhrmacher seit 1863 GmbH
Kabeler Str. 4, 58099 Hagen, Germany
Tel.: 0800/ 18 63 300
Contact hours: Mo - Fr 09:00 – 20:00, Sa 09:00 – 18:00
E-mail: info@christ.de

2. Information on the conclusion of the contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities for correction shall be carried out in accordance with § 2 of our General Terms and Conditions (Part I).

3. Contract language, contract text storage

- (1) The contract language is German.
- (2) The complete contract text is not stored by us. Before sending the order via the online shopping cart system, the contract data can be printed or electronically saved via the browser's print function. After we have received the order, the order details, the legally prescribed information for distance selling contracts and the General Terms and Conditions will be sent to you again by e-mail.
- (3) If you request an offer outside the online shopping cart system, you will receive all contract details in the form of a binding offer by e-mail, which you can print out or save electronically.

4. Codes of conduct

- (1) We have committed ourselves to the European Code of Conduct, which can be viewed at:
<http://www.euro-label.com/en/code-of-conduct/index.html>.
- (2) We have committed ourselves to the code of honour of Trusted Shops GmbH, which can be viewed at:
<http://www.trustedshops.de/shopbetreiber/qualitaetskriterien.html>.
- (3) We have committed ourselves to the code of conduct of EHI Retail Institute GmbH, which can be viewed at:
<https://ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien/>.

5. Essential characteristics of the goods or services

The essential characteristics of the goods and/or services can be found in the item description and in the supplementary information on our website.

6. Prices and payment methods

- (1) The prices quoted in the respective offers as well as the shipping costs represent total prices. They include all price components and all applicable taxes.
- (2) The shipping costs are not included in the purchase price. They can be viewed via an appropriately marked button on our website or in the respective item description, are shown separately during the ordering process and are to be borne by you in addition, unless the delivery is offered free of shipping costs.
- (3) The payment methods available to you are indicated by a corresponding button on our website.
- (4) Unless otherwise stated for the individual payment methods, the payment claims from the concluded contract are due immediately.

7. Delivery conditions

- (1) The delivery conditions, the delivery date and any existing delivery restrictions can be found via a correspondingly marked button on our website or in the respective article description.
- (2) If you are a consumer, the law stipulates that the risk of accidental loss and accidental deterioration of the goods sold during shipment shall not pass to you until the goods are handed over to you, irrespective of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or another designated person to carry out the shipment.

8. Legal liability for defects

- (1) Liability for defects in our goods is governed by the "Warranty" provision of our General Terms and Conditions (Part I).
- (2) As a consumer you are asked to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to inform us as soon as possible. If you do not comply with this request, this will have no effect on your statutory warranty claims.

These General Terms and Conditions and customer information were prepared by the lawyers of the ecommerce association Händlerbund, who specialise in IT law. They are continuously checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and is liable in the event of warnings.