

- TrustedCheckout -
- Standard Terms and Conditions of Sale -

As of March 16th 2018

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS THE PARTIES' LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO THIS AGREEMENT MUST BE RESOLVED BY BINDING ARBITRATION. THE PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT THEY YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

1. Scope of application

1.1 The Dealer

OCWG Inc.
16832 Pacific Coast Highway
Suite B
92649 Huntington Beach
California
United States of America

Tel.: [+1] 714-353-9539
Email: ocrolexguy@gmail.com

(hereinafter: "Dealer") sells goods to customers (each a "Customer") on the electronic market places of Chrono24 GmbH, Haid-und-Neu-Str. 18, D-76131 Karlsruhe (hereinafter: "Chrono24") (such market place hereinafter also: "Platform"). The following "Standard Terms and Conditions of Sale" (hereinafter: the "Standard Terms") shall apply to contracts for the purchase of goods (hereinafter also "Purchased Object(s)") entered into by Customer and Dealer via Chrono24's Trusted Checkout Service (each a "Purchase Contract"). Within the Trusted Checkout Service, Chrono24 acts exclusively as a commercial agent on behalf of the Dealer. Chrono24 will broker, and enable Dealer and Customer to enter into Purchase Contracts via the Platform. Chrono24 itself will not, however, become a contracting party to the Purchase Contracts.

- 1.2 The text of the Purchase Contracts will not be stored by the Dealer or Chrono24 after the Purchase Contract has been entered into.
- 1.3 Dealer and Customer acknowledge that these Standard Terms are the only terms that govern the sale of Purchased Objects by Dealer to Customer via the Trusted Checkout Service. No offer or acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly and specifically approved in writing by Dealer or Customer, as applicable.
- 1.4 For the avoidance of doubt, the Dealer does not accept deviating terms and conditions used by the Customer. This shall even apply if the Dealer does not expressly object to the incorporation of such terms and conditions.
- 1.5 Similarly, whenever Purchase Objects are purchased via the Trusted Checkout service, these Standard Terms shall, in case of doubt, govern, irrespective of any deviating contractual terms and conditions used by the Dealer.

2. Conclusion of the contract

- 2.1 The listings displayed on the Platform do not constitute a binding offer to enter into a Purchase Contract.
- 2.2 If the Customer makes a binding offer to conclude a purchase contract ("*buy now*") Chrono24 will confirm the receipt by a confirmation of receipt via E-Mail. The confirmation of receipt will not be considered as a binding acceptance of the offer.
- 2.3 A purchase contract for the Purchased Object shall be concluded only when the Vendor accepts the offer of the Customer either by express declaration or by dispatch of the watch.

3. Delivery/ retention of title

- 3.1 Except if agreed otherwise, Purchased Objects shall be shipped from the Dealer's facility to the address specified by the Customer. All shipping costs, including shipping insurance, shall be borne by the Customer, except if agreed otherwise.
- 3.2 The delivery periods specified in the binding offer shall be calculated from the date on which the invoice amount is credited.
- 3.3 Until the purchase price has been paid in full, the Purchased Object shall remain the property of the Dealer.

4. Prices, payment process and terms

- 4.1 The prices specified in the Binding Offer of the Dealer include any required sales, VAT or similar statutory tax and any other price components.
- 4.2 As described herein, payment shall be made by Customer in advance of the Dealer shipping the Purchased Objects. Within the framework of the Trusted Checkout Service, Chrono24, as the commercial agent of Dealer, is entitled to collect the purchase price on behalf of the Dealer. Payments will therefore be made into an account held by Chrono24 on behalf of Dealer. Bank details will be provided by Chrono24 via the Trusted Checkout Service. As soon as the purchase price has been credited to the Chrono24 bank account, Chrono24 will inform the Dealer and request that the Dealer ships the Purchased Objects.
- 4.3 The invoiced purchase price shall be paid into the specified account within 5 business days from entry into the Purchase Contract. The purchase price shall be deemed "paid" on the date of receipt of payment. The Dealer shall have the right to withdraw from the Purchase Contract without having to set a deadline if the purchase price is not paid in a timely manner.

5. Warranty, characteristics and limitations

- 5.1 Subject to the limitations set forth in Section 5.2, Dealer warrants to Customer that, for a period of (a) one year in the case of used/second hand goods or (b) two years for new goods (each, an applicable "Warranty Period"), the Purchased Object will, to the extent consistent with the description of the Purchased Objects provided by the Dealer, be free from material defects in workmanship and be fit for the purposes for which goods of the same type and in the same condition are normally used. The Warranty Period begins from the date of delivery of the Purchased Object.
- 5.2 The warranty contained in Section 5.1 is subject to the following limitations:

- 5.2.1 If the Purchased Object is not advertised as "new" by the Dealer, Dealer's Binding Offer in respect of such Purchased Object relates to used/second hand goods. For used/second hand goods, the actual, individual state of preservation as described in the description of the article and in the article images shall be decisive for the agreed characteristics. Such decisive description shall be made in accordance with the standard condition categories which can be accessed at <http://www.chrono24.en/info/conditions.htm>.

Except if the description of the condition states otherwise, traces of usage and age (e.g. scratches on strap and glass/housing and other evidence of normal wear and tear) as well as other non-material deviations regarding accuracy of the description shall not constitute a "defect".

Flaws, damages or impairments of functions which reduce the value of the goods and which are represented in the description of the article or in the article images shall become an integral component of the agreement on characteristics. The existence of such flaws, damages or impairments shall not constitute a breach of the warranty set forth in Section 5.1.

- 5.2.2 The Purchased Objects are "original products", as that term is further described below:
Watches are objects of daily use which are subject to wear and tear. It is therefore self-evident that watches require maintenance. A watch which was sent to the manufacturer for revision still is an original, authentic watch, even if components have been exchanged. The elements affected by such exchange or replacement often are the protective glass, the watch-face, certain springs and wear parts in the mechanism, housing sealing, screws or sets of hands. Even for proven experts it is often impossible to trace all repairs (e.g. each exchanged component and its originality or the use of an identical component from another manufacturer, such as screws) in a watch when appraising the clockwork mechanism. Unless an express statement to the contrary is contained in the description of the Purchased Object, the exchange or replacement of elements shall not be deemed to impair the originality of the Purchased Object or otherwise constitute a breach of the warranty set forth in Section 5.1.

In as far as information on waterproofness was not provided in the description of the Purchased Object, the warranty set forth in Section 5.1 excludes any warranty in this respect.

- 5.3 Disclaimer. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5.1 (SUBJECT TO SECTION 5.2), DEALER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PURCHASED OBJECTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, CHRONO24 IS NOT A PARTY TO PURCHASE CONTRACTS INITIATED VIA THE TRUSTED CHECKOUT SERVICE, AND CHRONO24 MAKES NO WARRANTY AT ALL WITH RESPECT TO THE PURCHASED OBJECTS.
- 5.4 Dealer shall not be liable for a breach of the warranty set forth in Section 5.1 unless: (i) Customer gives written notice of the defect, reasonably described, to Dealer within 14 days of the time when Customer discovers or ought to have discovered the defect; (ii) Dealer is given a reasonable opportunity after receiving the notice to examine such Purchased Objects and Customer (if requested to do so by Dealer) returns such Purchased Objects to Dealer's place of business at Dealer's cost for the examination to take place there; and (iii) Dealer reasonably verifies Customer's claim that the Purchase Objects are defective.
- 5.5 The Dealer shall not be liable for a breach of the warranty set forth in Section 5.1 if: (i) Customer makes any further use of such Purchased Objects after giving such notice; (ii) the defect arises because Customer failed to follow Dealer's oral or written instructions as to the use or maintenance of the Purchased Objects; or (iii) Customer alters or repairs such Purchased Objects without the prior written consent of Dealer.
- 5.6 Subject to Sections 5.2 and 5.5 above, with respect to any such Purchased Objects during the Warranty Period, Dealer shall, in its sole discretion, either: (i) repair or replace such Purchased Objects (or the defective part) or (ii) credit or refund the price of such Purchased Objects provided that, if Dealer so requests, Customer shall, at Dealer's expense, return such Purchased Objects to Dealer.
- 5.7 THE REMEDIES SET FORTH IN SECTION 5.6 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DEALER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 5.1.

6. Liability

- 6.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO A BREACH OF THESE STANDARD TERMS OR THE PURCHASE CONTRACT, OR OTHERWISE ARISING OUT OF OR RELATING TO THE PURCHASE OF PURCHASED OBJECTS VIA THE PLATFORM, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- 6.2 WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A BREACH OF THESE STANDARD TERMS OR THE PURCHASE CONTRACT, OR OTHERWISE ARISING OUT OF OR RELATING TO THE PURCHASE OF PURCHASED OBJECTS VIA THE PLATFORM, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO DEALER FOR THE PURCHASED OBJECTS SOLD HEREUNDER.

7. Consumers' revocation rights

If the Customer is a natural person who is purchasing the Purchased Objects for personal or family use outside his or her trade or profession, the Customer has a revocation right which is subject to the following provisions.

Advice on the right of revocation

Revocation rights

*You may revoke this Contract within fourteen days, without having to state reasons for this decision.
The revocation 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 Purchased Object.*

In order to exercise your revocation rights, please inform us

OCWG Inc.
16832 Pacific Coast Highway
Suite B
92649 Huntington Beach
California
United States of America

Email: support@chrono24.com
Fax: +49 721 96693-990

by means of an unambiguous declaration (e.g. a letter sent by post, telefax or e-mail) of your decision to revoke this Contract. You may use the enclosed template form, but this is not mandatory.

In order to meet the deadline, it will be sufficient for you to dispatch the notification informing us that you are exercising your right of revocation prior to expiry of the deadline.

Consequences of the revocation

If you revoke this Contract, we have to reimburse you for all payments which we have received from you, including delivery costs (with the exception of additional costs incurred because you chose a delivery method other than the cheapest standard delivery method offered by us), without undue delay and no later than within fourteen days from the day on which we receive your notification informing us of your revocation of this Contract. For this reimbursement, we shall use the payment method which you used in the original transaction, except if expressly agreed otherwise; we shall never charge fees for such reimbursement.

We shall have the right to refuse reimbursement up until we have received return shipment of all Purchased Objects, or you have provided proof that you have returned the Purchased Objects, depending on which occurs earlier.

You will have to send back or hand over the Purchased Objects without undue delay, in any event no later than within fourteen days from the date on which you inform us of the revocation of this Agreement, to

OCWG Inc.
16832 Pacific Coast Highway
Suite B
92649 Huntington Beach
104
United States of America

The deadline shall be deemed to have been met if you dispatch Purchased Objects prior to expiry of the fourteen day deadline.

You shall bear the direct costs of the return shipment of the Purchased Object. These costs are estimated to amount to a maximum of approx. 250 US \$.

You will only have to bear any loss in value of the Purchased Object if this loss in value is due to you handling the Purchased Objects in a manner which is not necessary in order to examine its condition, characteristics or functioning.

Standard withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

- To

OCWG Inc.
16832 Pacific Coast Highway
Suite B
92649 Huntington Beach
California
United States of America

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following Purchase items(*)/for the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if this form is notified on paper)

- Date

(*) Delete as appropriate.

- 7.1 Chrono24 will support Customer within the framework of the Trusted Checkout Service during the revocation and return shipment of the Purchased Object. Therefore, Customer should send any revocation declaration to Chrono24. Customer may declare revocation via their myChrono24 account (Transaction/Problem Report). As an alternative, Customer may also send your revocation declaration by post, telefax or e-mail to:

Chrono24 GmbH, Haid-und-Neu-Str. 18, D-76131 Karlsruhe, Germany

Fax: +49 721 - 480 889 88, E-Mail: checkout@chrono24.com

- 7.2 Please note that the Purchased Object usually is a particularly high-priced object which, due to its characteristics, cannot be returned by regular post. In the event of a revocation, the Purchased Object, in order to prevent loss, is to be returned as a value parcel, insured at the amount of the purchase price. The Customer may be liable for damages in the event of loss or damages occurred to the Purchase Objects during shipping. Chrono24 will be ready to support Customer in organising return shipment of the Purchased Objects and shipping insurance.
- 7.3 Sometimes, a delivered Purchased Object is taped with protective foil. The protective foil does not impair the examination of the condition, characteristics and functioning of the Purchased Object. The protective foil is to prevent damage to the watch during examination. Please note that the resale value of an unworn watch may be impaired considerably if the protective foil is removed from the watch. The Customer may bear a loss in value of the Purchased Object in case of removal of the protective foil before revocation of the Purchase Contract and return of the Purchased Object.
- 7.4 Please note that the resale value of a watch may be impaired considerably if the original packaging (box) or accessories are missing, or if the documentation (warranty card, certificates) is incomplete. The Customer may bear a loss in value of the Purchased Object in case of revocation of the Purchase Contract if the returned Purchased Object does not include the original packaging and accessories, or the documentation (warranty card, certificates) are incomplete. Therefore, the Purchased Object should be sent back in its original packaging (box) with the complete documentation (warranty card, certificates) and all accessories.

- 7.5 In the event of a revocation, any damage to and soiling of the Purchased Objects is to be avoided. If necessary, please use protective outer packaging in order to ensure sufficient protection against transport damage and in order to avoid claims for compensation due to damage caused by insufficient packaging.

8. Dispute Resolution

Dealer and Customer agree that any claim or dispute at law or equity that has arisen or may arise between them will be resolved in accordance with the provisions set forth in this Section 8. Please read this Section carefully. It affects the both parties' rights and will impact how claims either party has against the other are resolved.

- 8.1 **Applicable Law.** Dealer and Customer agree that the laws of the State of the principle place of business of Dealer, without regard to principles of conflict of laws, will govern these Standard Terms and any claim or dispute that has arisen or may arise between the parties in respect of the purchase of the Purchased Objects, except as otherwise stated herein (the "Governing Law"). To the extent that (a) Customer is a natural person who is purchasing the Purchased Objects for personal or family use outside his or her trade or profession, and (b) application of the Governing Law would have the effect of depriving such Customer of consumer protection legislation which is mandatory according to the law of Customer's Country and State of primary residence, the Governing Law shall be supplemented by such mandatory consumer protection legislation of Customer's Country and State of primary residence. Dealer and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of Purchased Objects hereunder.
- 8.2 **Agreement to Arbitrate.** Dealer and Buyer each agree that any and all disputes or claims that have arisen or may arise between Dealer and Buyer relating in any way to or arising out of these Standard Terms or related to the purchase of Purchased Objects purchased via the Platform shall be resolved exclusively through final and binding arbitration, rather than in court, except that Customer may assert claims in small claims court, if Customer's claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis (the "Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.
- 8.3 **Prohibition of Class and Representative Actions and Non-Individualized Relief.**

DEALER AND CUSTOMER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH DEALER AND CUSTOMER AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER CUSTOMERS OF DEALER.

8.4 Arbitration Procedures

- 8.4.1 Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of these Standard Terms as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this agreement to arbitrate, or the interpretation of Section 8.3 ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>. The arbitration shall be conducted before a single arbitrator

- 8.4.2 The arbitration shall be held in the county in which Customer has his or her primary place of residence or at another mutually agreed location. If the value of the relief sought is [\$25,000] or less, either Dealer or Customer may elect to have the arbitration conducted based solely on written submissions, which election shall be binding on Dealer and Customer, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by either Party, unless the arbitrator requires otherwise.

- 8.4.3 Subject to the last two sentences of Section 8.1, the arbitrator will decide the substance of all claims in accordance with the laws of the State in which Dealer has a principle place of business and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If Customer is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Dealer will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) Customer asserts in the arbitration to be frivolous, Customer agrees to reimburse Dealer for all fees associated with the arbitration paid by Dealer on Customer's behalf that Customer would otherwise be obligated to pay under the AAA's rules.

- 8.5 With the exception of any of the provisions in Section 8.3 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in Section 8.3 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of these Standard Terms including all other provisions of Section 8 (Dispute Resolution), will continue to apply.

- 8.6 To the extent that the arbitration provision outlined in Article 8 are not applicable as a result of a decision by the arbitrator or a court order, the parties agree that any claim or dispute that has arisen or may arise between them must be resolved exclusively by a state or federal court located in County and State of the principle place of business of Dealer. Dealer and Customer agree to submit to the personal jurisdiction of the courts located within the County and State of the principle place of business of Dealer for the purpose of litigating all such claims or disputes.

9. Final Provisions

- 9.1 Should one or several of the provisions in this Agreement be or become invalid, this shall not affect the validity of the remaining provisions.
- 9.2 These Standard Terms constitute the sole and entire agreement of the parties to the Purchase Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of these Standard Terms and other documents related to this Purchase Contract these Standard Terms shall control.
- 9.3 These Standard Terms may only be amended, modified or supplemented by an agreement in writing signed by Dealer and Customer.
- 9.4 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.