

General Terms and Conditions

Hanhart 1882 GmbH

1. Scope

a. These General Terms and Conditions (hereinafter referred to as "GTC") apply to orders placed in the online shops operated under www.hanhart.com and www.hanhart-stoppuhren.com.

b. The operator of the online shop is: Hanhart 1882 GmbH, Hauptstr. 33, D-78148 Gütenbach (hereinafter referred to as "we" or "us").

c. Any terms and conditions of the customer that deviate from or go beyond these General Terms and Conditions will not become part of the contract.

2. Distinction between Entrepreneurs and Consumers

Some provisions of these GTC do not apply to all customers, but only to consumers or only to entrepreneurs. Where this is the case, it is explicitly noted at the relevant point in these GTC.

"Consumers" within the meaning of these GTC are natural persons who enter into a business relationship with us, without this being attributable to their commercial or self-employed professional activity, in accordance with the legal definition in Section 13 of the German Civil Code (BGB).

"Entrepreneurs" within the meaning of these GTC are natural or legal persons or partnerships with legal capacity who enter into a business relationship with us in the exercise of their commercial or self-employed professional activity, in accordance with the legal definition in Section 14 of the German Civil Code (BGB).

3. Customer Account

When registering, correct and complete information must be provided. Data of third parties may not be used without their consent. Multiple registrations are not permitted.

You are obligated to keep your access data, such as your password, confidential and to notify us immediately in the event of loss or unauthorized use of your access data.

4. Conclusion of Contract, Contract Language

Your order of the goods constitutes a binding offer to conclude a corresponding contract. To place an order, you must place the selected goods in the shopping cart, go through the further ordering process on the website, and provide the requested information. Before submitting the order, you have the opportunity to review and, if necessary, correct all order details. By submitting the order, you make a binding offer to us to conclude a contract.

We can accept your offer within two days by:

- Sending an order confirmation by post, fax, or email,
- Sending the goods, or
- Requesting payment;

The time at which our order confirmation, goods, or payment request is received by you is decisive for compliance with the deadline. The contract languages available are German and English.

5. Storage of Contract Terms

The contract terms are partly contained in the order overview displayed in the final step of the order process and partly in these General Terms and Conditions. We store these contract terms. You can print or save these documents using the usual functionality of your browser (usually "Print" or "File" > "Save As"). The contract terms, including the General Terms and Conditions, are also included in the email with the order confirmation that we send to you if we accept your order.

6. Delivery

For entrepreneurs:

- a. The risk passes to the customer as soon as the goods have left our factory or dispatch warehouse. This also applies if we take on further services, such as shipping costs or delivery.
- b. If we are not responsible for a delay in delivery, such as in cases of energy shortages, import difficulties, traffic disruptions, strikes, or force majeure, the performance period will be extended appropriately. If we are unable to perform even after a reasonable extension, both the customer and we are entitled to withdraw from the contract.

7. Retention of Title

a. For consumers: The goods we deliver remain our property until full payment has been made.

b. For entrepreneurs:

(aa) We retain ownership of the delivered goods until all payments from the business relationship with the customer have been received (reserved goods).

(bb) The customer is obligated to handle the purchased item with care as long as ownership has not yet passed to them. As long as ownership has not yet passed, the customer must notify us in writing immediately if the delivered item is seized or subject to any other third-party interventions.

(cc) The customer is entitled to resell the reserved goods in the ordinary course of business. The customer hereby assigns their claims from the resale of the reserved goods to us to secure our payment claims from deliveries. We hereby accept the assignment. The customer remains authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we will not collect the claim as long as the customer meets their payment obligations from the proceeds collected, is not in default of payment, no application for the opening of insolvency proceedings has been made, and no suspension of payments exists.

(dd) We undertake to release the securities to which we are entitled at the customer's request, insofar as their value exceeds the claims to be secured by more than 20%.

8. Right of Withdrawal

Consumers have the following right of withdrawal:

Withdrawal Policy

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods; in the case of a contract for several goods that you ordered as part of a single order and that are delivered separately, the withdrawal period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the last good; in the case of a contract for the delivery of a good in several partial shipments or pieces, the withdrawal period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the last partial shipment or piece.

To exercise your right of withdrawal, you must inform us (Hanhart 1882 GmbH, Hauptstr. 33, D-78148 Gütenbach, Phone: +49 (0) 7723 9344 – 0, Fax: +49 (0) 7723 9344 – 40, Email: shop@hanhart.com) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post, fax, or email). You may use the model withdrawal form available on our website, but it is not required.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of Withdrawal

If you withdraw from this contract, we will refund all payments we have received from you, including delivery costs (except for the additional costs arising from your choice of a different type of delivery than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. We will carry out the refund using the same payment method that you used for the original transaction unless expressly agreed otherwise with you; in no event will you be charged any fees for this refund.

We may withhold the refund until we have received the goods back or you have provided evidence that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

End of Withdrawal Policy

The right of withdrawal does not apply, among other things, to contracts – for the supply of goods that are not prefabricated and for which an individual choice or decision by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. The right of withdrawal expires prematurely, among other things, in the case of contracts – for the supply of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

9. Warranty Claims (Liability for Defects)

a. Warranty for Consumers: The statutory warranty provisions apply.

b. Warranty for Entrepreneurs:

(aa) If the customer is a merchant as defined by § 1 of the German Commercial Code, they must inspect the goods immediately upon receipt. Any visible defects must be reported to us immediately upon receipt of the goods, or if the defect becomes apparent later, immediately upon discovery. To

preserve the customer's rights, timely dispatch of the notification is sufficient. If this is not done, the goods are considered accepted unless we have fraudulently concealed the defect.

(bb) If there is a defect in the purchased goods, we will initially provide a warranty by means of subsequent performance, at our discretion, either by remedying the defect or by delivering a replacement. If the subsequent performance fails, the customer is entitled to reduce the payment or, in the case of significant defects, to withdraw from the contract.

(cc) The customer's claims for material defects expire one year after delivery of the purchased item to the customer. This does not apply to the customer's claims for compensation for injury to life, body, or health due to a defect for which we are responsible or for damages caused by gross negligence on our part or by our agents; for these claims, the statutory limitation period applies.

10. Limitation of Liability

Our liability for damages is as follows:

In cases of intent and gross negligence, including by our agents, we are liable in accordance with statutory provisions. The same applies to damages caused by negligence resulting in injury to life, body, or health.

For negligently caused damage to property and financial losses, we and our agents are liable only in the event of a breach of an essential contractual obligation, but the amount is limited to foreseeable and typical damages at the time of contract conclusion. Essential contractual obligations are those whose fulfillment is necessary for the proper execution of the contract and on which the contracting party regularly relies.

Otherwise, liability is excluded, regardless of the legal basis, except where we are mandatorily liable by law, particularly due to the assumption of a guarantee or under the Product Liability Act.

11. Choice of Law, Jurisdiction

German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law applies to consumers only insofar as it does not restrict mandatory legal provisions of the state in which the consumer has their residence or habitual abode.

The place of jurisdiction for dealings with merchants, legal entities under public law, or special funds under public law is the location of our company (Gütenbach). We also remain entitled to file suit at the customer's location.

12. Information on Online Dispute Resolution:

The European Commission provides a platform for online dispute resolution (ODR), which can be found at <https://ec.europa.eu/consumers/odr/>. We are willing to participate in an out-of-court dispute resolution procedure.