REPAIR CONDITIONS of UK Germany Unternehmergesellschaft (limited liability)



1. General

These repair conditions apply for all repair steps. They apply also for repairs based on a claim from statutory rights of performance or guarantee, unless otherwise is stated below.

2. Order submission

A potential claim from lawful defaults or guarantee has to be registered and proven by the customer when placing the order submission. Therefore a valid warranty card and a copy of the original receipt are required. Damages to wearing parts such as seals, watch straps, glasses or batteries are excluded from the guarantee.

Quotations are non-binding and only valid eight weeks from creation date.

In case of no existing defect description we are entitled, after prior consultation, to carry out all necessary operations for defect correction. This obligatory consultation can be fulfilled by telephone. The customer can set the highest price with the order submission for a costly repair. As soon as the given price is exceeded or the effort is not proportionate to the value of the object to be repaired the agreement of the customer is needed.

3. Repair implementation

Repair appointments are always noncommittal; the final time needed to repair the watch results from the actual necessary repair effort. Compensatory modifications are possible for older watch models.

4. Repair costs and payment

All repairs against charges will be calculated by time exposure and used material. The repair implementation for a necessary prepayment will follow after the receipt of payment.

5. Storage and collection

a) We are entitled to return repaired watches to the carrier of the pick-up receipt or any other suitable proof of entitlement. Finished repair services have to be collected within four weeks after notification (notification by phone or written). After expiry of this deadline the customer is in default. From the date of delay, storage costs can be charged as default damage. The minimum default damage accounts €10,00 monthly. Our duty to preserve the watches expires as soon as the storage costs exceed the fair value less the repair costs and this has been communicated with the customer.

 Cost estimates, which are not replied within eight weeks and rejected quotations will be charged with the costs of €25,00 plus shipping, packaging and the current VAT in Germany.

Claims arising from the right of performance for repairs against charges

- Claims because of defects for repairs against charges lapse six months after purchase.
- Even after maintenance of an older watch, expected results cannot be compared with new watches. As a result only limited warranty can be accepted.
- c) The right of the customer in case of defects is limited to supplementary performance. In the event of failure of the same defect three times the customer can demand a reduction of honorarium or cancellation of the repair contract.
- d) Damages caused by inappropriate or non-contractual measures of the customer within the frame of self-repair, transport, operation or storage do not justify a claim against us. In particular, we are not liable for disregarding information concerning waterproofness. Furthermore we are not liable if it is not proven that a regular inspection has taken place. The inappropriateness and contravention of contact are especially determined by the watchmakers of UK Germany UG.

7. Liability

- a) We are only liable for willful and grossly negligent actions.
- b) In case of damages of the repair item we are entitled to a free repair. If this is impossible or related with disproportional costs, the fair value has to be replaced.

8. Data security

We point out that for fulfillment of the contractual relationship the collected customer data will be processed under the enacted terms of data-protection from the UK Germany UG. The data will be used only for the stated purpose and will not be passed on to unauthorized third narties

9. Jurisdiction clause

Our company's registered office is the exclusive court as far as the customer is a registered buyer. The same jurisdiction applies if the customer has no general domestic venue or when after contact formation the usual residence has been relocated abroad or is not known for the date of commencement of proceedings.

- *For customers outside the EU it is necessary to add the following custom forms as well when sending the watch:
 - 1. Proforma invoice with indication of the watch in the current used and unrepaired state
 - 2. Reason of delivery (e.g. defect watch for repair)
 - 3. The addendum "value for custom purpose only"

If the custom forms are incomplete a delivery/acceptance of the UK Germany UG is not possible. In this case the UK Germany UG rejects any liability or claims for damage and is not responsible for the delivery.