

Guideline to register a NIVREL watch for service

If your watch requires repair or revision, please send it to the following address:

Gerd Hofer GmbH
Kossmannstr. 3
66119 Saarbrücken
Germany

Please send your watch without a watch box. It should be packaged shock-proofed. When sending from OUTSIDE THE EUROPEAN UNION: Please include a delivery note which shows the custom value, which should be equal to the current value of the watch. Please send us the delivery note in advance together with the tracking number. In order to protect your shipment, please make sure that your package is insured at a sufficient height. Also, the shipment should have a tracking number, so that you can track the progress of your shipment, if desired. Please note that we don't send confirmation of receipt on receipt of consignments.

After receipt of your watch, we will check it and repair it in case of warranty. If there is no warranty case, we will make a cost estimate for a possible repair. The cost estimate will be sent to you by email appr. 10-14 days after receipt of the watch. As we will have expenses for preparing the cost estimate, we will charge you an amount of (including 19% VAT plus postage and insurance):

- Quartz watch:	23,80 EUR
- Quartz watch (old):	35,70 EUR
- Mechanical watch with/without date:	35,70 EUR
- Mechanical watch with complication:	53,55 EUR
- Alarm Ref. N 910.001:	77,35 EUR

If the cost estimate is accepted and the repair is commissioned, these costs won't be charged.

Service Application and General Repair Conditions:

Should you agree to this procedure, we ask you to submit the service application form. It is used for watch typing and error description. You will find the application form in addition to our General Repair Conditions attached to this letter.

Revisions and prices:

A revision performed by our service center includes the following: Opening of the case, dismantling of the watch movement, cleaning (washing) of all movement components, assembling and oiling of the movement, regulation and checking of power reserve and accuracy. Replacement of necessary parts for water resistancy, establishing and testing of water resistance. Cleaning and best possible refurbishing of the watch case. The parts necessary for sealing can be: crown, tube, gaskets for case back or gaskets for crystals. The reversing wheel is also generally exchanged. Defective parts of the movement or the case are charged separately and are not included in the price of the revision. These may be: sapphire or mineral crystals, leather straps, pushers, correctors, movement parts (e.g. mainspring, winding stem, dials, hands), spring bars or battery.

The following revision prices are intended as guide prices (including 19% VAT plus postage and insurance):

- Quartz watch	appr. 150 EUR
- Standard mechanical watch	appr. 310-410 EUR
- Mechanical watch with add. functions:	appr. 335-515 EUR
- Chronograph:	appr. 600-775 EUR
- Repetition	appr. 955 EUR
- Perpetual Calendar	appr. 755 EUR

Please send the watch without watch box.

Personal Data:

Name, Surname : _____ e-mail: _____

Street, No.: _____ Phone: _____

ZIP, City: _____ Fax: _____

Description Watch:

Reference: _____

Case-/ serial No.: _____

Date of purchase: _____ Warranty card included

Problem description (Defect) / remarks:

I hereby expressly agree to the validity of the general terms for repair and the information contained in the guideline to register a NIVREL watch for service.

City, Date: _____ Signature: _____

GENERAL TERMS FOR REPAIRS OF GERD HOFER GMBH

Clause 1 General

1. These Terms for Repairs shall apply to all repair work carried out by us or by a third party commissioned by us, including repairs free of charge with the exception of the provisions which assume a payment for the repair.
2. A consumer shall be deemed to be every natural person who concludes a legal transaction for a purpose which cannot be assigned to that person's commercial or freelance vocational activities.
3. A business enterprise shall be deemed to be every natural person or legal entity who/which concludes a legal transaction in the course of his/her/its commercial or freelance vocational activities.
4. Even if we do not explicitly object to any deviating, contrary or supplementary general terms of business of our customers, such terms of business shall only become an element of the contract if we explicitly recognise their inclusion in writing before or at the conclusion of the contract. Any contrary confirmations of the customer with a reference to deviating terms of business are herewith objected to in advance.
5. If the customer is a business enterprise, our General Terms of Business shall apply in addition to our Terms of Repairs.

Clause 2 Conclusion of the contract

1. Sending in the goods for repair with a signed repair order shall constitute an offer to conclude a repair contract.
2. We shall be entitled to accept the customer's offer of contract within 10 days after receipt. Acceptance of the offer can be declared either in writing or by carrying out the repair and sending the repaired goods to the customer.
3. We shall be entitled to refuse repairs, especially if the watches are from other brands, are only repairable at unreasonably high cost and/or do not appear to be repairable.

Clause 3 Cost estimates

1. On request the customer shall be informed of the likely repair price. This shall be a non-binding calculation of the provisional costs.
2. If the actual repair costs exceed the amount stated in the quotation by more than 15% or if additional work becomes necessary during the repair, we shall obtain the customer's consent before carrying out any further work. Otherwise, Clause 4 shall apply.

Clause 4 Prices and payment

1. The price of the repair shall be calculated on the basis of the prices of the parts, materials and special services used and the necessary time needed for the work. The applicable statutory value-added tax (VAT) shall be charged to the customer. Transport costs incurred for sending the goods back to the customer shall be invoiced separately and must be paid by the customer.
2. We shall be entitled to demand an advance payment from the customer for the amount of the material needed for the repair.
3. The repair costs shall be payable immediately.
4. The customer shall be entitled to pay repair costs by cash on delivery or by bank transfer.
5. The customer shall be in default if the invoice has not been paid 30 days after it has been received and become payable and - if the customer is a consumer - if the customer was informed of this consequence in the invoice.
6. In cases of default, we shall charge business enterprises default interest of 8% above the base interest rate according to Section 247 of the German Civil Code (BGB), but at least 11% p.a., and we shall charge consumers default interest of 5 percentage points above the base rate. This shall not prejudice the right to claim any higher loss resulting from the delay. The customer shall be entitled to prove that the loss resulting from the delay is lower in the individual case.
7. Any exercise of a right of retention against our claims or any set-off shall only be permissible for uncontested or legally enforceable claims.

Clause 5 Impracticable repairs

1. If it is not possible to carry out a repair for reasons for which we are not responsible, especially
 - because the defect stated by the customer did not occur during our inspection,
 - because the necessary spare parts are not available,
 - because a repair is not economically sensible and justifiable,
 - because the contract has already been terminated,we shall invoice the customer for the costs which we have incurred up to that time (working hours, costs of materials etc.).
2. We shall send the goods for repair back to the customer in the condition that it is in at this time. We shall only restore the goods for repair to the condition they were in when the customer delivered them to us for repair if the customer explicitly instructs us to do so and reimburses the necessary cost or work.
This shall not apply if the work that we carried out to find or repair the defect was not necessary.

Clause 6 Despatch, cost of despatch and insurance

1. The costs of despatch shall always be at the expense of the customer. This shall not apply if the repair is in the framework of the statutory warranty.
2. The goods for repair which the customer has sent to us shall be sent back to the customer after the payment of our invoice or, in cases of direct debit, after a positive creditworthiness check.
3. The return of the goods shall be by insured despatch at the expense of the customer.
4. The repaired goods shall be inspected promptly for any exterior damage. Any damage shall be notified promptly.

Clause 7 Transfer of risk, transport risk

1. When the goods for repair are sent to us, the customer shall bear the risk of accidental destruction and accidental deterioration of the goods until we receive them.
2. In the return of the repaired goods, the risk of accidental destruction and accidental deterioration of the goods shall pass to the customer when the goods are handed to the haulage contractor or carrier. If the client is in default with acceptance, this shall be deemed to be equivalent to the handover.

Clause 8 Warranty; liability; exclusion of liability

1. Our warranty shall be provided by remediation free of charge (repair or replacement of defective parts).
2. If remediation of the defect is not possible or only at disproportionately high expense, we shall be entitled to refuse the repair. In this case, the customer shall be entitled to reduce the remuneration appropriately or to rescind the contract.
3. If the contract is rescinded because the remediation of the defect has failed, the customer shall not have any additional entitlement to compensation for the defect.
4. If the customer is a business enterprise, the customer shall be obliged to inspect the repaired goods for any defects promptly after receipt. Obvious defects shall be notified promptly, but at the latest 10 days after acceptance.
5. Any warranty claims of the customer shall expire by limitation 12 months after the acceptance.
6. Any damage which occurs in the course of the repair shall be properly repaired by us. The customer shall not have any further claims for compensation.
7. In other respects, our liability for slightly negligent violations of our obligations shall be limited to the foreseeable and direct average damage that is typical in contracts of this type. In dealings with business enterprises, we shall not be liable for slightly negligent violations of minor contractual obligations.
8. Sub-section 7 shall not apply to any injury, damage to health or loss of life of the customer which is attributable to us, or to any claims of the customer arising from product liability.

9. The work that is necessary for a repair or to prepare a quotation removes the original guaranteed watertightness of a watch. If no separate order is made to restore the watertightness, any warranty and compensation claims for the loss of watertightness are excluded.
10. In other respects the statutory warranty provisions shall apply unless there is any agreement to the contrary.

Clause 9 Data protection

We would point out that the data necessary for the legal processing will be stored and may be passed on to affiliated companies in the course of the repair work. All data made available to us shall be treated in compliance with the provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz) and the Teleservice Data Act (Teledienststatengesetz).

Clause 10 Applicable law

The agreement is subject to the law of the Federal Republic of Germany

Clause 11 Place of jurisdiction

If the customer is a business enterprise, the place of jurisdiction for all disputes arising from the contractual relationship is Saarbrücken.