

## **Terms and Conditions of Sale**

### **1. Introduction**

The following transactions are governed by these Terms and Conditions of Sale: All orders for products (the "Products") placed by an individual, hereinafter referred to as "you" or the "customer", via the Internet with Gold Business Time Sàrl, hereinafter referred to as "GBT", "we" or "us", a limited liability company registered in the Commercial Register and having its statutory office at rue de la Gare 39, 1260 Nyon, Switzerland. You can contact GBT by email at [contact@theswisscollector.com](mailto:contact@theswisscollector.com) or by phone at +41 (0)22 362 0101.

You can download these Terms and Conditions of sale in PDF format by clicking [here](#).

Before using GBT's website ([www.theswisscollector.com](http://www.theswisscollector.com)) and associated pages (the "Site") and/or placing an order, please read carefully all of the provisions of these Terms and Conditions of Sale, as well as the Privacy Policy, the Site's Terms of Use and any other provisions that may appear on the Site in connection with specific promotions or campaigns.

Every order placed with GBT via the Site is governed by these Terms and Conditions of Sale. Unless otherwise stated in these Terms and Conditions of Sale, these will apply to the exclusion of all other conditions.

Our Terms and Conditions of Sale may be modified when a new version is published on the Site at a later date. We invite you to read our Terms and Conditions of Sale regularly to be informed of such changes. The applicable Terms and Conditions are those in force at the time that you order Products from us unless a change is required by law or by a governmental authority (in which case the change will apply to orders previously placed by you).

Any order placed on the Site can be delivered in Switzerland, in a member state of the European Union or in any other state where our carriers can make deliveries. We regret that we are unable to deliver elsewhere.

### **2. Orders**

#### **2.1. Registration**

Before placing an order, you will need to create an account by submitting personal information for registration, including but not limited to your name, email address and date of birth. This information must be accurate and up-to-date.

Please inform GBT of any changes to your address or other information by updating your personal details on the Site without delay so that we have accurate data to process your requests and orders.

The Products advertised on the Site are exclusively available to adults having the full exercise of their civil rights. Persons aged under 18, or who are subject to adult protection

measures limiting the exercise of their civil rights or who are subject to any other similar rule or measure in their State of residence, are only authorized to purchase Products with the agreement and under the supervision of one of their parents or legal representatives.

## **2.2. Password and privacy**

Once you register on our Site, you will be given a unique username and password for your account (the "Credentials"). We ask that you maintain, under your sole responsibility, the confidentiality and security of your Credentials. Any successful login using your Credentials will be considered a personal act on your part, whether performed by you or another person.

If you know or have reason to believe that your Credentials have been stolen or misused, or for any other security-related issue, we invite you to contact GBT immediately using our contact information, available on the Site.

If GBT knows or has reason to believe that your Credentials are being used by another person, we will immediately suspend the use of the relevant account (including the processing of any transactions made from such account).

## **2.3. Ordering process**

You can place your orders via the internet on our Site.

To place an order for Products on the Site, simply click on the "Add to Cart" button. After making a reservation on the Site, you will have access to the order confirmation page in order to check your order, select the delivery method (when several may be offered) and check the total amount. You will also have the choice to collect your orders personally from one of our shops.

After accepting these Terms and Conditions of Sale, you will be asked to enter your payment details to complete your order.

**The order will be finalized, and you will be bound by it, and in particular by the price stipulated, as soon as you click on the "order with payment obligation" button.**

Within the limits imposed by law, GBT is authorized to refuse, delete or cancel an order for any reasonable reason and at any time. For example, we may refuse an order if a Product is totally or partially unavailable after the order has been confirmed. In such a case, you will be informed of the delivery of a partial order or the cancellation of your order. If you have already paid for some or all of the Products, we will refund the full amount of the Products concerned, as well as any delivery charges invoiced, as soon as possible. GBT may also refuse an order in the event of a dispute concerning the payment of previous orders or in case of abnormal orders or for which GBT suspects that they have not been made in good faith.

## 2.4. Price

The prices of the Products that you order are those stated in Swiss francs, euros, dollars or pounds sterling on the Site on the date of your order, including all taxes, if any, except for applicable customs duties or foreign taxes, if any.

Delivery costs will be charged at the rates shown on the Site at the time of your order and based on the delivery method selected. We will advise you of the delivery charges applicable to your order at the checkout stage and before your order is confirmed.

GBT reserves the right to modify the prices of its Products in the future. Price changes will not apply to orders for Products already confirmed.

## 2.5. Payment

Payments must be made by using the method selected at the payment stage of your order. Payments can be made by credit card, PayPal, Twint, Swiss Postcard, bank transfer or by borrowing from our partner creditum Sàrl, in the currency that you have selected.

If you wish to pay for your purchase with a loan, you can request financing from our partner creditum Sàrl. To do so, you must submit an offer to this partner, which is subject to acceptance, and conclude a contract with it. Financing agreements are subject exclusively to the contractual terms and conditions of creditum Sàrl. **We are not a party to this contract and do not accept any liability in connection with loans or credits obtained from creditum Ltd.** Financing is subject to conditions, which are set by creditum Sàrl (namely with respect to the place of residence, creditworthiness and other factors).

We will put your order on hold until full reception of the payment. No order will be dispatched without confirmation that payment has been made in full. GBT reserves the right to refuse any new order until the balance due has been paid in full.

## 3. Deliveries

### 3.1. Delivery

All orders confirmed by GBT will be delivered to the delivery address specified when you placed your order or made available in our shop of your choice.

GBT and/or companies authorized by GBT may contact you by SMS, telephone and/or email and give you information about your order and its delivery.

GBT will make every effort to dispatch the Products ordered within two working days of your order confirmation and reception of your payment. Should you have chosen to collect your Products from a shop, we will do our utmost to make such Products available to you within one week of full payment. You will receive a confirmation of availability by email when your Products have been received by the shop of your choice.

In order to deliver orders on time, GBT endeavours to have sufficient stocks of Products. However, as these are often individual Products, it is possible that stocks may be insufficient to enable all orders to be delivered. In such cases, you accept that GBT is entitled to make partial deliveries, to defer delivery or even to cancel an order without being considered in default.

### **3.2. Default and transfer of risk**

GBT remains the owner of the Products until full payment of the price and costs for the said Products has been received.

**All risk of loss or damage to the Products shall pass to you - to the extent permitted by applicable law - when the Products are handed over to the shipping company selected by you.**

In the case of in-store collection, the risks of loss or damage to the Products are transferred to you at the time of collection of the Products.

### **3.3. Product Verification**

At the time of delivery or collection, we ask you to check that the Products delivered correspond to those mentioned on your order confirmation.

**If you notice any damage or missing items, you must report it, make a claim to the carrier and contact our customer service within two (2) days after delivery.** Should we not receive notice from you within the above-mentioned period, by email to [contact@theswisscollector.com](mailto:contact@theswisscollector.com), the Products will be deemed to have been received in good condition, without defect or damage, and accepted as is, subject to any non-apparent defect.

**If you subsequently discover a defect that is not apparent, you must notify GBT of this defect immediately upon discovery, but within two days at the latest, by email to [contact@theswisscollector.com](mailto:contact@theswisscollector.com).**

## **4. RETURNS AND WARRANTY**

### **4.1. Right of withdrawal (EUROPEAN CUSTOMERS ONLY)**

#### **4.1.1. Purpose and conditions of the right of withdrawal**

If you are domiciled in a state of the European Union and have opted for delivery to your home, you have the right to return any Product that does not suit you within fourteen (14) days of its delivery, without any particular reason. GBT will only accept the return of undamaged and unused Products in their original condition and packaging with the invoice.

You assume all responsibility for any depreciation in value of the Products resulting from your handling them beyond the actions necessary to establish the nature, characteristics and operation of such Products.

You shall bear the costs of returning the goods unless otherwise provided by the applicable law.

#### **4.1.2. Exercising the right of withdrawal**

To exercise your right of withdrawal, simply send an email to [contact@theswisscollector.com](mailto:contact@theswisscollector.com), with the following form duly completed:

[I/we] hereby declare that [I/we] wish to exercise [my/our] right of withdrawal from the contract of sale for the following goods:

- Ordered on [date of order] and received on [date of delivery].
- Order number : [number]
- Description of the Products concerned: [Products]
- Consumer's name: [name]
- Consumer's address: [address]

We will then gladly send you a free return label once you have exercised your right of withdrawal, and you will be responsible for returning the Products to us at your own risk and responsibility.

#### **4.1.3. Consequences of the withdrawal**

If the returns have been made correctly, GBT will refund the price of the Products and the delivery costs charged within a maximum of thirty (30) days from the date of receipt of the returned Products. We will make this refund using the same payment method you chose for the original transaction unless you have expressly agreed otherwise.

#### **4.1.4. Limitations on the right of withdrawal**

**The right of withdrawal stipulated in this paragraph 4.1 is only applicable if you are domiciled in a state of the European Union at the time of the order and delivery of the Products to your home.** It does not apply in any case if you are domiciled in Switzerland, if you are domiciled in a non-EU Member State or - even if you are domiciled in an EU Member State - if you opt for collection in a shop or a delivery elsewhere.

#### **4.2. Warranty for defects**

Provided that you fulfilled the obligations set out in article 3.3, **all Products sold by GBT are guaranteed for two (2) years.** unless the law of your country of residence provides for a longer minimum mandatory warranty period. The warranty takes effect on the date of delivery of the Product and is evidenced by the invoice accompanying the Product.

Any warranty from GBT is excluded insofar as a warranty is offered by a third party, for example, the manufacturer or an authorized repairer who has previously repaired or serviced a Product.

**For the sake of clarity, the warranty granted does not cover, in particular, defects resulting from an accident, mishandling, use that does not comply with GBT's or the manufacturer's instructions or for an unspecified purpose, negligence, inappropriate storage or conservation of the Products or unauthorized modification or repair, as well as defects that are the consequence of normal wear and tear over time of the Products. The defects of which you avail yourself must have existed at the time of delivery but were not discovered until later.**

In order to assert your warranty claim, you must send us the defective Products under warranty at your own expense. If the law in your country of residence so requires, we will reimburse the shipping costs.

If we consider that you have a warranty claim, we may, at our sole discretion, have the defective Product and/or parts repaired by an authorized workshop, replace the Product with another product that we deem equivalent, refund the price of the Product to you and retain the Product, or return the Product to you and refund a portion of the price of the Product in proportion to the loss of value associated with the defect.

**To the extent permitted by applicable law, the warranty set forth in this Section 4.2 is exclusive and in lieu of any other warranties on the Products or rights on your part thereunder.**

## 5. Liability

The photographs and texts presented as illustrations and descriptions of the Products on the Site are non-contractual and are given exclusively for information purposes. GBT cannot be held liable for any errors or omissions in the illustrations or texts displayed on the Site.

**Without limiting the scope of these Terms and Conditions and to the extent permitted by applicable mandatory law, you expressly acknowledge and agree that we shall not be liable for any direct or indirect, incidental or consequential damages of any kind (even if the threat of such damages was known or should have been known by GBT) including, without limitation, damages arising from torts law, loss of profit, loss of use, loss of data or other intangible losses that may arise from (i) the use or inability to use the Products, (ii) the information and indications presented on the Site concerning the Products, or (iii) any other cause relating to the Products. In any event, no claim of any kind with respect to delivered Products or failure to deliver Products or for any other reason shall exceed an amount equal to the purchase price of the relevant Product(s).**

We expressly disclaim any liability for losses or damages that you may incur as a result of your failure to comply with these Terms and Conditions. We only provide Products for personal and private use. You agree not to use these Products for commercial, business or resale purposes. We accept no liability for any loss of profit, loss or interruption of business or loss of business opportunity.

These Terms and Conditions of Sale do not contain any provision excluding or limiting our liability for fraud or gross negligence.

## **6. Force majeure**

GBT will do everything necessary to fulfil its obligations. Nevertheless, we cannot be held liable for delays or for the absence of deliveries caused by circumstances beyond our reasonable control ("force majeure"). These circumstances include, without limitation, strikes and industrial action, riots, revolts, wars, natural disasters or any other situation that makes the production, transport or delivery of the Products impossible or impractical.

In the event of a delay resulting from force majeure, GBT's obligations will be suspended, and the time limit for fulfilling our obligations will be extended for the duration of the event. GBT will fulfil its obligations as swiftly as reasonably possible. In the event that it is definitively impossible to deliver the Products ordered due to force majeure, the order will be cancelled, and the price and costs paid will be refunded when practicable.

## **7. Miscellaneous**

These Terms and Conditions of Sale constitute the entire agreement between GBT and you with regard to the purchase of Products through the Site. All other provisions set out by GBT governing its relationship with you, particularly with regard to the use of the Site and our confidentiality policy, supplement the Terms and Conditions of Sale. In the event of a contradiction between them, priority will be given to these Terms and Conditions of Sale.

If any provision of the Terms and Conditions of Sale is found to be invalid or unenforceable for any reason or legal cause, the parties agree that their intentions, as reflected in the invalid provision, shall be carried out to the fullest extent possible and that the remaining provisions of the Terms and Conditions of Sale shall remain in full force and effect.

You may not assign or transfer any of your rights or obligations under these Terms and Conditions of Sale. We may assign or transfer any of our rights or obligations or subcontract the performance of any of our obligations under these Terms and Conditions of Sale to any third party at any time without your prior consent.

Any tolerance or waiver by GBT in the application of all or part of the clauses of these Terms and Conditions of Sale, however frequent or long it may be, shall not constitute a waiver of the right to enforce them.

You agree that any communication or transmission of information, including but not limited to the downloading of the Terms and Conditions of Sale and the sending of the confirmation of your orders, shall be made validly by computer PDF or email.

The titles of the articles forming these Terms and Conditions of Sale are indicative only and may not alter or modify the conditions in any way.

## **8. Applicable law and jurisdiction**

Subject to the provisions of any other legal system that may be mandatorily applicable, these Terms and Conditions of Sale and your purchase of Products through the Site shall be governed by and construed in accordance with the substantive laws of Switzerland, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, and without regard to its conflict of laws provisions.

Any dispute or claim arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Nyon, Switzerland, subject to other legally mandatory jurisdictions.