

# TERMS AND CONDITIONS OF REPAIR

of the  
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## 1. Scope of application

- 1.1. All inspection and repair services of the *Leica Camera Classics GmbH* ("LCC") in connection with photographic and optical equipment shall be governed exclusively by these Terms and Conditions of Repair.
- 1.2. Any deviating or supplementary terms and conditions of business of the Customer shall not be binding on LCC unless LCC has expressly agreed to them in writing.

## 2. Inspection of the item to be repaired, cost estimate

- 2.1. The Customer may hand in the item to be repaired directly at LCC's business premises or send it to LCC at their own expense.
- 2.2. LCC shall confirm the acceptance or receipt of the item to be repaired with a written or electronic repair order confirmation.
- 2.3. In order to prepare the cost estimate for the repair costs, the item to be repaired must be inspected by LCC with regard to the repair costs (labour time, spare parts).
- 2.4. The Customer shall place the order for the preparation of the cost estimate in writing or electronically, stating the Customer's contact details (name, address, telephone number, e-mail address), model and serial number of the item to be repaired, description of the defect, whether the repair is within or outside of a warranty, invoice address and, if applicable, return address for the return of the item to be repaired that differs from the invoice address.
- 2.5. A lump-sum fee of EUR 60 (including VAT) will be charged for the preparation of the cost estimate. If the repair order is placed, the lump-sum fee for the cost estimate will be credited against the repair fee.

### **3. Offer, repair contract**

- 3.1. After examination of the item to be repaired, LCC shall submit to the Customer in writing or electronically an offer to complete the repair contract on the basis of the cost estimate. The repair contract shall become effective by written or electronic acceptance of the offer by the Customer.
- 3.2. The cost estimate on which the offer is based shall be binding. If it becomes apparent during the repair that an overrun of the repair costs estimated in the cost estimate will be unavoidable, LCC shall notify the Customer of the overrun, stating the actual repair costs. The Customer has the choice of withdrawing from the repair contract against payment of the lump-sum fee for the cost estimate in the amount of EUR 60 (including VAT) or having the repair carried out at the higher repair costs.
- 3.3. If the Customer does not accept the offer in writing or electronically within three months of receipt, LCC shall no longer be bound by the offer and the cost estimate on which the offer is based and shall invoice the flat fee for the preparation of the cost estimate in the amount of EUR 60 (including VAT) plus the costs for packaging for transport, parcel shipment by Österreichische Post AG or UPS at the respective shipping prices and insurance applicable to these companies. After receipt of payment of the full invoice amount, LCC shall return the item to be repaired to the Customer.

### **4. Performance of the repair, spare parts**

- 4.1. LCC shall be entitled to use reconditioned, quality-tested components for the repair, unless the Customer expressly insists in writing on the use of brand-new parts.
- 4.2. Should LCC have to use a spare part within the scope of the repair that changes the external appearance of the item to be repaired, LCC shall inform the Customer before installing this spare part and obtain the Customer's consent.
- 4.3. The repair shall be carried out by LCC itself. If necessary due to the repair effort or expressly agreed with the Customer, LCC may send the item to be repaired to *Leica Camera AG*, Am Leitz-Park 5, D-35578 Wetzlar, Germany, for repair with the Customer's consent.
- 4.4. LCC shall carry out the commissioned repairs within six weeks of conclusion of the repair contract if possible, unless a different completion date has been agreed in individual cases.
- 4.5. If LCC is unable to carry out the repair within this period or on the agreed completion date for reasons for which LCC is not responsible, for example, due to temporary unavailability of spare parts, LCC shall inform the Customer of the reason for and expected duration of the delay. The Customer shall only be entitled to withdraw from the contract due to the delay by setting a reasonable grace period.

Liability for any damage arising from the delay is excluded, except in the case of gross negligence on the part of LCC for the delay.

## **5. Prices**

- 5.1. All prices are in EUR and are gross prices (including VAT).
- 5.2. All prices shall apply, unless self-collection by the Customer has been agreed, plus the costs of packaging for transport, parcel shipment by Österreichische Post AG or UPS at the respective shipping prices and insurance applicable to these companies.

## **6. Invoicing, terms of payment**

- 6.1. After completion of the repair, LCC shall invoice the repair costs in accordance with the cost estimate (labour time and spare parts) and, unless self-collection by the Customer has been agreed, the costs of packaging for transport, parcel shipment by Österreichische Post AG or UPS at the respective shipping prices and insurance applicable to these companies.
- 6.2. The Customer will be informed of the completion of the repair in writing or electronically by sending the invoice.
- 6.3. The invoice is payable without any deduction in cash, by credit card, PayPal or bank transfer and is due for payment upon receipt of the invoice.

## **7. Return of the item to be repaired**

- 7.1. After receipt of payment in full of the invoice amount, LCC shall make the item to be repaired available for collection by the Customer at the LCC business premises or shall send the item to be repaired by parcel post by Österreichische Post AG or UPS to the return address provided by the Customer, depending on the agreement.
- 7.2. The risk of damage to the item to be repaired during transport shall be borne by the Customer, provided that the Customer is an entrepreneur within the meaning of the Austrian Commercial Code (UGB) and the repair is a business-related transaction for the Customer. The Customer, who is a consumer within the meaning of the Consumer Protection Act (KSchG), shall bear the transport risk only if they have concluded the transport contract themselves and have not chosen a mode of transport offered by LCC.

## **8. Retention of title, right of retention**

- 8.1. The parts installed during repair or maintenance shall remain the property of LCC until payment of the full invoice amount.

8.2. Due to claims arising from the repair contract, LCC shall have a right of retention of the item to be repaired according to § 471 of the Austrian General Civil Code (ABGB). In relation to customers who are entrepreneurs and for whom the repair contract is a business-related transaction, the right of retention according to §§ 369 ff of the Austrian Commercial Code (UGB) shall also include the right to dispose of item to be repaired.

## **9. Warranty and liability**

9.1. LCC shall be liable and provide warranty under this repair contract in accordance with the applicable statutory provisions.

9.2. In the event of a defective repair, the Customer may initially only demand improvement by LCC within a reasonable improvement period. Only after failure of the improvement or after unsuccessful expiry of the reasonable period set by Customer for improvement shall Customer be entitled, as their option, either to a reduction of the repair charge or, if the defect is not merely minor, to rescission of the repair contract.

9.3. LCC shall not provide any warranty for defects caused by improper handling of the item to be repaired by the Customer or a third party.

9.4. LCC's liability for financial loss shall be limited to intentional and grossly negligent damage. Unless expressly agreed otherwise in individual cases, this limitation of liability shall not apply to damage caused by LCC during the repair of the item to be repaired if the repair was undertaken vis-à-vis a Customer who is a consumer within the meaning of the Consumer Protection Act (KSchG).

9.5. LCC's liability for loss of profit and for unforeseeable damage is generally excluded, insofar as it is permitted to agree upon such an exclusion of liability.

9.6. This limitation of liability shall not affect LCC's liability for damages arising from injury to life, body and health, or liability under the Product Liability Act (PHG).

## **10. Privacy policy**

10.1. LCC shall process personal data as defined by Art. 4 No. 1 of the Data Protection Regulation (DSGVO), which are disclosed to LCC by the Customer within the scope of the repair contract, in the manner and to the extent necessary for the performance of the repair contract in accordance with the DSGVO and the Data Protection Act (DSG), namely name, address, telephone number, e-mail address and bank details.

10.2. Personal data is provided by the Customer within the framework of the repair contract.

The data processing is therefore based on the express consent of the Customer, which can be revoked at any time (Art. 6 Para. 1 letter a DSGVO). Furthermore, LCC processes the aforementioned personal data for the purpose of processing the repair contract, thus for the legitimate reason of fulfilling the contract (Art. 6 Para. 1 letter b DSGVO), and insofar as data storage is required for the purpose of fulfilling the accounting and storage obligation pursuant to the Austrian Commercial Code (UGB) and the Federal Fiscal Code (BAO), also for the purpose of fulfilling legal obligations (Art. 6 Para. 1 letter c DSGVO).

- 10.3. Personal data of customers will not be passed on, with the exception of the fulfilment of the above-mentioned purposes.
- 10.4. Personal data shall be stored for the duration of the business relationship and beyond that for the Customer record until the Customer requests deletion and, insofar as storage is required for the fulfilment of the statutory retention obligations according to the Austrian Commercial Code (UGB) and the Federal Fiscal Code (BAO), for the duration of the retention obligation.
- 10.5. With regard to their personal data, the Customer, as a data subject within the meaning of Art. 4 No. 1 DSGVO, has the right to information, correction, deletion, restriction of processing and transferability of their personal data as well as the right to object to the processing of their personal data and to lodge a complaint with the competent data protection authority, in each case in accordance with the statutory provisions including the DSGVO.
- 10.6. Further information on data protection and on the processing of personal data in the context of the use of the LCC website (use of cookies, Google Analytics, Facebook social plugins, etc.) can be found in the data protection declaration available separately on the LCC website.

## **11. Final provisions**

- 11.1. LCC shall be entitled to assign its claims against customers arising from this repair contract to third parties for financing purposes.
- 11.2. All contracts concluded with LCC shall be subject to Austrian law with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and Austrian and European conflict-of-law rules, unless the law of the country of residence of a Customer who is a consumer is applicable under mandatory consumer protection provisions.
- 11.3. The court with subject-matter jurisdiction for the 1st district of Vienna shall have jurisdiction to decide on disputes arising from or in connection with contracts concluded with LCC, unless the courts of the country of residence of a Customer who is a consumer have jurisdiction under mandatory consumer protection provisions.
- 11.4. Should any provision of these Terms and Conditions of Repair be or become invalid in whole or in part, the invalidity of such provision shall not affect the validity of all other provisions of these Terms and Conditions of Repair or of the repair contracts on which they are based.

The invalid provision shall be replaced by a legally permissible provision which comes as close as legally permissible to the economic purpose intended by the invalid provision.

- 11.5. Amendments and supplements to the repair contract and to these Terms and Conditions of Repair must be made in writing. The same shall apply to any amendment of the written form requirement.

Date: December 2020

*Leica Camera Classics GmbH*