

LEICA CLASSIC

General Terms and Conditions of Sale of the Dealer Store of

LEICA CAMERA IBERIA, S.L.

1 Subject Matter and Scope of Application

(1) These General Terms and Conditions of Sale shall apply to all orders you (hereinafter referred to as "Buyer" or "you") place on the internet and trading platform of Leica Camera AG (hereinafter referred to as "Leica" or "Platform") of our pre-owned or second-hand products (hereinafter referred to as, the "Product") of the dealer store of Leica Camera Iberia, S.L., domiciled in Calle de José Ortega y Gasset, 34, 28006 Madrid, and with the following contact data: E-Mail, classic.es@leica-camera.com, and phone number +34 911 520 077 (hereinafter referred to as "Seller", "we" or "us").

(2) The range of goods offered in our stores is aimed exclusively at buyers aged 18 or older.

A consumer shall be defined as any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity.

(3) The contract language is English.

(4) Offers in the dealer store are governed exclusively by these General Terms and Conditions, the current version of which is published on the overview page of our dealer store as well as on the respective product pages. When ordering from our dealer store, the Terms and Conditions of Use of the dealer platform of Leica Camera AG must also be observed.

2 Conclusion of the Contract

(1) When placing an order on the platform through our dealer store, we become the contractual partner of the Buyer.

(2) The presentation of products in our online store shall not constitute a legally binding offer, but a non-binding invitation to place an order.

(3) By clicking on the "Submit order" button, the Buyer submits a binding purchase offer to order the goods placed in their shopping cart.

(4) Upon receipt of the purchase offer, the Buyer will receive an automatically generated e-mail confirming that we have received the Buyer's order (order confirmation). The order confirmation shall not yet constitute acceptance of the purchase offer, nor shall it constitute the conclusion of a contract.

(5) A purchase contract for the goods shall only be concluded once we expressly declare acceptance of the purchase offer to the Buyer or once we ship the goods to the Buyer without prior express declaration of acceptance. Shipping of the goods will be confirmed by e-mailing a shipping confirmation to the Buyer.

3 Prices

The prices stated on our product pages include statutory sales tax and other price components but do not include shipping fees. Costs incurred for other shipping service providers shall be charged additionally. For more information about shipping costs, please go to "Shipping and Payment Information" in our dealer store.

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4 Shipping

- (1) Unless agreed otherwise, we will ship goods to the address provided by the Buyer.
- (2) Current shipping times are specified for each item.
- (3) When redeeming a gift voucher or promotional credits or other discounts, shipping fees will be calculated based on the order value without the deduction of the value of the redeemed gift voucher or promotional code or other granted discounts.
- (4) We ship to the countries listed in the article description within the shipping time specified upon the conclusion of the contract.

5 Payment Terms

- (1) The purchase price can be paid by advance payment, credit card or any other payment method offered, which the Buyer selects during the ordering process. The payment term depends on the payment method selected. We offer certain payment options in collaboration with service providers and, if necessary, assign our claim to the purchase price to them. Our payment options including detailed information can be found in our separately available Payment Terms.
- (2) Accepted credit cards and other payment methods for orders placed in our dealer store also depend on the specifications of the platform operator as well as on the payment method selected by the Buyer in each case and set in their user account. The Buyer is obliged to keep payment information stored in their customer account up to date.
- (3) We reserve the right not to offer certain payment methods in individual cases or to make their availability conditional on a credit check.
- (4) If advance payment has been selected as a payment method, the Buyer must transfer the invoiced amount to the account specified in the invoice within 10 days after receipt of the order confirmation stating the order number. Goods will be shipped after receipt of payment.
- (5) If in default, the Buyer shall pay interest on the monetary debt at a rate of 5 percentage points above the base interest rate.
- (6) Goods will remain our property until full payment of the purchase price.

6 Setoff, Right of Retention

- (1) The Buyer may only offset or withhold payments in case of defects to the extent that the Customer is actually entitled to payment claims due to material defects or legal defects of performance. In case of other claims for defects, the Customer may withhold payments only to an extent proportional to the defect. Article 8 shall apply accordingly. The Customer shall not have any right of retention if the claim for defects has expired.

7 In all other cases, the Customer may only offset payments or exercise a right of retention against undisputed or legally established claims.

Cancellation Policy

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In the event that you are a consumer according to which you make the purchase for purposes that can predominantly be attributed neither to your commercial nor your independent professional activity, you shall have a cancellation right in accordance with the following provisions.

Right of Withdrawal

You have the right to cancel this contract within fourteen days without giving reasons.

The cancellation term is fourteen days from the day on which you or a third party appointed by you, who is not the freight carrier, has taken possession of the goods.

In order to exercise your cancellation right, you must notify us (Leica Camera Iberia, S.L., with registered office at Calle de José Ortega y Gasset, 34, 28006 Madrid, and with the following contact details: e-mail, classic.es@leica-camera.com, and telephone +34 669 666 854) of your decision to withdraw from this contract by clearly stating your intent (e.g. in a mailed letter or e-mail). You may use the attached sample cancellation form although this is not mandatory.

In order to comply with the cancellation term, it is sufficient to send a notification that you will exercise your cancellation right before the cancellation term expires.

Consequences of exercising the right of withdrawal

If you withdraw from this contract, we will refund only the amount corresponding to the price of the products purchased. Shipping costs paid at the time of purchase will not be refunded under any circumstances, regardless of the shipping method selected. The refund will be made without undue delay and, in any case, within a maximum of fourteen days from the date on which we receive notification of your decision to withdraw.

The refund will be processed using the same payment method used for the original transaction, unless expressly agreed otherwise. We reserve the right to withhold the refund until we have received the returned products.

The logistical management of the return will be carried out by Leica. However, all costs arising from this process — including return shipping costs, administrative fees, and any other charges associated with the return — shall be fully borne by the customer and may be deducted from the refundable amount when applicable.

You must request the return through the channels indicated, and we will organise the collection or the corresponding return procedure. The return period will be considered met if the products are handed over to the designated return point before the fourteen-day period expires.

For returns originating from countries outside the European Union, the customer shall bear all additional costs associated with the international return, including return shipping expenses, customs duties, tariffs, handling fees, and any costs related to re-importation. All such charges shall be borne exclusively by the customer and will not be refunded under any circumstances.

The customer shall only be liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the products.

Template of withdrawal

Model withdrawal form

(this form must only be completed and sent if you wish to withdraw from the contract)

- To the attention of:

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Leica Camera Iberia, S.L., with registered office at Calle de José Ortega y Gasset, 34, 28006 Madrid, and with the following contact details:

- e-mail: classic.es@leica-camera.com,
- phone: +34 911 520 077

- I hereby inform you that I withdraw from the purchase contract of the following Product(s):

- Description:

- Product reference number(s):

- Ordered on/received on date of:

- Name(s) of the consumer(s):

- Address of the consumer(s):

- Signature of the consumer(s):
(only if this form is submitted in paper form)

Date: _____

The right to cancel shall not apply to

- Contracts for the delivery of goods that are not prefabricated and for the manufacture of which the customer's individual selection or choice is decisive or which are clearly tailored to the personal needs of the customer.
- Contracts for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery.

8 Warranty

- (1) Unless expressly agreed otherwise, claims relating to the legal guarantee of the Product shall be governed by the provisions of Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defence of Consumers and other complementary laws ("TRLGDCU").
- (2) If you are a consumer, the legal warranty period shall be one (1) year from the delivery of the Product, in accordance with article 120.1, second paragraph, TRLGDCU for second-hand goods.

9 Liability

- (1) Unlimited liability: We shall be liable without limitation for intent and gross negligence as well as in accordance with the German Product Liability Act. We shall be liable for slight negligence in the event of damage resulting from harm to life and limb and the health of persons.
- (2) Limitation of liability: In the event of slight negligence, we shall only be liable in the event of a breach of a material contractual obligation, the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the contractual partner may regularly rely (cardinal obligation). This limitation of liability shall also apply to our agents.

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10 Shipping Damage

- (1) If goods are delivered showing obvious shipping damage, we ask the Buyer to report such defects immediately to the shipping agent and contact us as soon as possible.
- (2) Failure to file a complaint or to contact us does not impact warranty rights and the statutory right of cancellation, provided that the Buyer is a consumer. But the Buyer can help us assert our own claims against the freight carrier or claim shipping insurance.

11 Indemnification

- (1) The Buyer shall indemnify us and our employees or agents against any and all claims by third parties arising from the alleged or actual infringement and/or violation of third-party rights as a result of actions taken by the Buyer in connection with this contract.
- (2) In addition, the Buyer undertakes to reimburse all costs we have incurred as a result of third-party claims. Reimbursable costs shall also include reasonable legal defense expenses.

12 Settlement of Consumer Disputes

- (1) In case of disagreements with our buyers, we always try to settle disputes amicably. For the rest, we are not obliged to participate in a dispute resolution procedure before a consumer arbitration board and do not volunteer to participate in such a procedure.
- (2) However, the Buyer may use the EU Commission's platform for out-of-court dispute resolution. The platform of the EU Commission for online dispute resolution can be accessed at:
www.ec.europa.eu/consumers/odr.

13 Final Provisions, Applicable Law

- (1) These Terms and Conditions are governed by the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. For consumers, this choice of law shall only apply to the extent that the protection granted is not cancelled by mandatory provisions of the law of the state in which the consumer has their habitual residence.
- (2) If the Buyer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business.
- (3) Should individual provisions of the contract concluded with the Buyer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.