

## General Terms and Conditions of Sale of the Dealer Store of Leica Camera Malaysia Sdn. Bhd.

### 1 Subject Matter and Scope of Application

- a. 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 dealer store of **Leica Camera Malaysia Sdn. Bhd.** G11B & G12, Ground Floor Avenue K, 156 Jalan Ampang, 50450 Kuala Lumpur, Malaysia, Tel : +60321631818, Email: [classic.my@leica-camera.com](mailto:classic.my@leica-camera.com) (hereinafter referred to as "Seller", "we" or "us").
- b. 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.
- c. The contract language is English.
- d. 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

- a. When placing an order on the platform through our dealer store, we become the contractual partner of the Buyer.
- b. The presentation of products in our online store shall not constitute a legally binding offer, but a non-binding invitation to place an order.
- c. By clicking on the "Submit order" button, the Buyer submits a binding purchase offer to order the goods placed in their shopping cart.
- d. 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.
- e. 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.

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## 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.

## 4 Shipping

- a. Unless agreed otherwise, we will ship goods to the address provided by the Buyer.
- b. Current shipping times are specified for each item.
- c. 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.
- d. (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

- a. 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.
- b. 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.
- c. We reserve the right not to offer certain payment methods in individual cases or to make their availability conditional on a credit check.
- d. 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.
- e. If in default, the Buyer shall pay interest on the monetary debt at a rate of 5 percentage points above the base interest rate.
- f. Goods will remain our property until full payment of the purchase price.

## 6 Setoff, Right of Retention

- a. 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.

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

**8** **Warranty**

- a. In the event of an issue pertaining to the statutory warranty, Leica Camera Malaysia Sdn. Bhd. G11B & G12, Ground Floor Avenue K, 156 Jalan Ampang, 50450 Kuala Lumpur, Malaysia, Tel : +60321631818, Email: [classic.my@leica-camera.com](mailto:classic.my@leica-camera.com), may be contacted.
- b. The warranty for goods is provided in accordance with the applicable statutory provisions, subject to the following conditions:
  - The warranty does not cover defects that cannot be detected using the available testing methods.
  - The testing of the technical functionality of the goods is conducted to the extent that this is possible without interfering with the mechanics. Consequently, the warranty does not cover wear parts or defective individual parts in the mechanics that cannot be detected without such interference.
  - The accuracy of information regarding the manufacturer, model, type and serial number is guaranteed.
  - The ownership of goods cannot be conclusively verified, and therefore the warranty and liability are excluded in this regard.
- c. In addition to the provisions of the statutory warranty, we provide the customer with voluntary warranty services for the purchased goods, including the accessories contained in the original packaging, in accordance with the following provisions ("warranty"). These provisions do not limit the statutory rights of consumers under the contract in accordance with applicable law.
- d. We do not provide any warranty for commercial use of the goods, such warranty is excluded.
- e. The warranty period may vary depending on the type of good; it is specified in the product details for online purchases. The warranty period begins on the date of invoicing by Leica Camera Malaysia Sdn. Bhd.
- f. During the warranty period, complaints based on manufacturing and material defects will be remedied free of charge exclusively by Leica Camera Malaysia Sdn. Bhd. G11B & G12, Ground Floor Avenue K, 156 Jalan Ampang, 50450 Kuala Lumpur, Malaysia, Tel : +60321631818, Email: [classic.my@leica-camera.com](mailto:classic.my@leica-camera.com) at our discretion, by repair, replacement of defective parts or exchange for similar goods in perfect condition. Replaced parts or goods become our property. Further claims of any kind and for any legal reason in connection with this warranty are excluded.
- g. Wear parts such as eyecups, leather trim, carrying straps, armouring, batteries and mechanically stressed parts are excluded from the warranty, unless the defect was caused by a manufacturing or material defect. This also applies to surface damage.

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- h. Claims for warranty services shall lapse if the defect in question is due to improper handling; they may also lapse if third-party accessories are used, the goods are not opened or repaired properly. Claims for warranty services shall also lapse if the serial number is illegible. The warranty claim exists only against our customer and ends when the goods are passed on to a third party, whether for a fee or free of charge.
- i. In order to initiate a warranty claim, it is necessary to provide a copy of the invoice for the purchase of the Leica product from Leica Camera Classics GmbH. It should be noted that the right to request the original receipt from the customer is reserved.

## 9 Liability

- a. 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.
- b. 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.

## 10 Shipping Damage

- a. 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.
- b. 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

- a. 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.
- b. 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

- a. 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.
- b. 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](http://www.ec.europa.eu/consumers/odr).

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## **13 Final Provisions, Applicable Law**

- a. 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.
- b. 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.
- c. 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.