

General Terms and Conditions of Sale

of the Dealer Store of

Leica Camera Deutschland GmbH

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 dealer store of Leica Camera Deutschland GmbH, Am Leitz-Park 2, D-35578 Wetzlar, Telefon: +49(0)6441-2080-0, classic.de@leica-camera.com (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.

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

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 Cancellation

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 need to inform us (Leica Camera Deutschland GmbH, Am Leitz-Park 2, D-35578 Wetzlar, Telefon: +49(0)6441-2080-0, classic.de@leica-camera.com) of your decision to cancel 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 Cancellation

If you cancel this contract, we will refund any and all payments we have received from you, including shipping fees (with the exception of additional costs resulting from the fact that you chose a shipping option other than the most economical standard shipping method we offer), without undue delay and no later than within fourteen days from the day on which we received notification of your cancellation of the contract. For the refund, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees as a result of the refund. We can refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You are obliged to return or hand over the goods to us no later than fourteen days from the day on which you notified us of the cancellation of the contract. The deadline is met if you send the goods before expiry of the fourteen days period.

You will bear the direct costs of returning the goods.

You will only have to pay for any loss of value of the goods if this loss of value is due to any unnecessary handling of the goods in order to inspect their condition, properties, and function.

Sample Cancellation Form

(If you want to cancel the contract, please fill out and return this form.)

- To Leica Camera Deutschland GmbH, Am Leitz-Park 2, D-35578 Wetzlar, Telefon: +49(0)6441-2080-0, classic.de@leica-camera.com

I/we (*) hereby cancel the purchase contract concluded by me/us (*) for the following goods (*)

- Ordered on (*)/received on (*)
- Name of customer(s)
- Address of customer (s)
- Signature of customer(s) (only in case of paper communication)
- Date

(*) Delete if not applicable.

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,

End of the cancellation policy

8 Warranty

(1) Unless expressly agreed otherwise, warranty claims shall be governed by the statutory provisions of the Sales Law.

(2) If you are an entrepreneur the warranty period shall be one (1) year from the delivery of the 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.

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.