

LEICA CLASSIC

General Terms and Conditions of Sale of the Dealer Store of Leica Camera Classics GmbH

FN 100602 w — Commercial Court Vienna — VAT number ATU15208004
Westbahnstraße 40, 1070 Vienna, Austria
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Who we are

We, Leica Camera Classics GmbH, FN 100602 w, Westbahnstraße 40, 1070 Vienna ("we" or "the Company"), are an authorised dealer of Leica Camera AG. We sell used cameras and collectibles ("*vintage*") primarily from the Leica brand, but also models from other manufacturers.

Our services

The company's vintage range comprises high-quality pre-owned cameras and associated accoutrements.

As a service to its clientele, the company employs its expertise in the handling of high-quality cameras of all ages to meticulously select and test the vintage models in its range. Each of these models has been inspected by experts, thus ensuring their reliability. The company's vintage models are only included in its range following rigorous testing for optical appearance, technical functionality, wear and tear, and damage. The outcomes of these tests are detailed in the product descriptions for the vintage models. However, it should be noted that the extent of the testing of the technical functionality of the vintage models is limited to the point at which interference with the mechanics is not possible.

Our distribution channels

The distribution of vintage models is facilitated through two channels: firstly, the company's retail outlet, situated at Westbahnstraße 40, 1070 Vienna, and secondly, the online platform, accessible via the "classic.leica-camera.com" website (Vintage Shop) and the eBay marketplace.

1. Validity of these terms and conditions of sale

- 1.1. The sale of vintage models is conducted through a combination of our shop, online shop and eBay platform, exclusively subject to the following terms and conditions.
- 1.2. Any divergent terms and conditions, particularly those pertaining to the customer's purchase, are considered non-binding for us, even in instances where we do not explicitly object to them, unless there has been a written agreement to the contrary.
- 1.3. In regard to sales facilitated by eBay, our terms and conditions prevail over eBay's general terms and conditions that pertain to our customers.

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2. Offers

- 2.1. It should be noted that all offers are subject to alteration. They are a non-binding invitation to the customer to place an order.
- 2.2. We reserve the right to alter the offers contained in our web shop at any time. We reserve the right to change, supplement or delete parts of the pages or the entire offer without prior notice, or to discontinue publication temporarily or permanently.
- 2.3. We have no influence over changes to the search engine settings, deletions and temporary hiding of offers, restrictions on eBay services by eBay or unauthorised manipulation of our offers and prices by eBay users, and we accept no responsibility for these.

3. Order

- 3.1. By submitting an order in the online shop, the customer makes a binding offer to conclude a contract.
- 3.2. Upon receipt of the order, we will send the customer an electronic order notification. This order notification is information about the receipt of the order and is not yet to be understood as acceptance of the offer.

4. Prices

- 4.1. All prices are quoted in Euro and are gross prices (including the value-added tax applicable in the country of the authorised Leica dealer) plus shipping costs. For deliveries abroad, import duties, such as import value-added tax, fees and customs duties, may apply. These costs are to be paid directly by the customer.
- 4.2. Errors may be made in the web shop, electronic transmission and printing of prices.

5. Conclusion of contract

- 5.1. The purchase contract is concluded upon our acceptance (see section 5.2).
- 5.2. We accept the order in the web shop by sending an electronic order confirmation (see section 6.1).

6. Payment methods, due date and default

- 6.1. Unless otherwise agreed in individual cases, we accept credit cards (Amex, Visa, Mastercard), PayPal or bank transfer as payment methods for orders placed in the web shop and via eBay (see section 6.2). In our shop, we also accept cash payments up to Euro 9.999 and payments by debit card.
- 6.2. Unless otherwise agreed in individual cases, the purchase price is due immediately upon conclusion of the contract in our shop. For contracts concluded in the online shop, unless other payment terms are specified on the invoice or in the order confirmation or otherwise agreed in

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individual cases, the purchase price must be paid within 3 (three) working days of receipt of the invoice at the latest (see section 6.3).

- 6.3. Even in the event of a delay in payment through no fault of our own, we are entitled to charge default interest at the statutory rate.

7. Retention of title

All goods delivered or handed over remain our property until the customer has paid the full purchase price, as defined by the receipt of payment by us.

8. Delivery and shipping costs

- 8.1. Unless otherwise agreed upon in individual cases, the order will be shipped within 3 (three) working days of receipt of the full purchase price, including shipping costs.
- 8.2. Shipping is carried out at the customer's discretion with Österreichische Post AG or UPS Austria at the shipping prices applicable to these companies.
- 8.3. The shipping costs and any import duties, such as import sales tax and customs duties, are to be borne by the customer. Both cost items are therefore not included in our prices.

9. Warranty

- 9.1. In the event of an issue pertaining to the statutory warranty, Leica Camera Classics GmbH, Westbahnstraße 40, 1070 Vienna, Austria, or vintage.at@leica-camera.com, may be contacted.
- 9.2. The warranty for goods is provided in accordance with the applicable statutory provisions, subject to the following conditions:
- 9.3. The warranty does not cover defects that cannot be detected using the available testing methods.
- 9.4. 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.
- 9.5. The accuracy of information regarding the manufacturer, model, type and serial number is guaranteed.
- 9.6. The ownership of goods cannot be conclusively verified, and therefore the warranty and liability are excluded in this regard.

10. Warranty

- 10.1. 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.

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- 10.2. We do not provide any warranty for commercial use of the goods, such warranty is excluded.
- 10.3. 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 Classics GmbH.
- 10.4. During the warranty period, complaints based on manufacturing and material defects will be remedied free of charge exclusively by Leica Customer Care Austria, Westbahnstraße 40, 1070 Vienna (customercare.at@leica-camera.com) or an authorised Leica store, 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.

11. Compensation

- 11.1. The liability of the vendor is determined by the provisions of the applicable law of damages, with the following restriction:
- 11.2. Our liability for financial losses is limited to intentional and grossly negligent damage.
- 11.3. The liability for lost profits and unforeseeable damages is generally excluded, provided that such an exclusion of liability can be legally agreed. Any further liability is excluded.

12. Right of withdrawal

- 12.1. In accordance with Section 11. of the Distance and Off-Premises Sales Act (FAGG), customers have the right to withdraw from the contract within a withdrawal period of 14 days without providing justification. This right applies uniformly to all customers, irrespective of their status as domestic or foreign, consumer or entrepreneur, and is also extended to those purchasers who do not have an established legal claim to it.
- 12.2. The withdrawal period commences on the day the customer takes possession of the ordered model, or, in the case of uniform orders comprising multiple models delivered separately or in several partial deliveries, on the day the customer takes possession of the final model or the final partial delivery.

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- 12.3. This period is extended by 12 months if we have not fulfilled our duty to provide information. If we fulfil our duty to provide information within 12 months of the period's commencement, the period ends 14 days after the customer receives the information.
- 12.4. To exercise their right of withdrawal, customer must submit a clearly worded statement of their decision to withdraw from the contract (stating their name, address, the item purchased, the order date and the delivery date) by post to Leica Camera Classics GmbH, Westbahnstraße 40, 1070 Vienna, Austria, or by email to vintage.at@leica-camera.com. Customers may, but are not required to, use the "sample withdrawal form" available in the web shop at classic.leica-camera.com. Customer shall be deemed to have complied with the deadline if the declaration is sent within the period.
- 12.5. The termination of the contract by the customer results in the cancellation thereof. The customer shall return any goods already received at their own expense no later than 14 (fourteen) days after the submission of the cancellation notice to us. To meet the deadline, it is sufficient for the consumer to send the model within the specified period.
- 12.6. The customer shall only be liable for any loss in value of the model if this is attributable to handling that is not necessary for the proper inspection of the condition, properties or functionality of the model.
- 12.7. In the event of withdrawal, we shall refund the customer all payments received from them, including shipping costs, within 14 (fourteen) days of the date on which we received the customer's notice of withdrawal. We will use the same means of payment for the refund as the customer used for the original transaction, unless otherwise agreed in individual cases. We do not charge any additional fees for the refund. We are entitled to refuse the refund until we have received the goods or proof of return.
- 12.8. If import duties, such as import sales tax, fees and customs duties, are incurred for deliveries abroad, the customer shall be solely and directly responsible for paying these and shall indemnify us in the event of a claim.
- 12.9. If the customer accepts the goods, pays the import duties and subsequently exercises their right of withdrawal, the customer must arrange for the refund of the import duties paid without our involvement. We accept no responsibility for the refund of import duties. We will only refund the customer the purchase price including shipping costs. If the customer refuses to accept the goods and we pay the import duties, we will pass these on to the customer and deduct these costs from the refund amount (by way of set-off).
- 12.10. Information regarding the right of withdrawal and the "model withdrawal form" can be found in the web shop at classic.leica-camera.com.

13. Choice of law and place of jurisdiction

- 13.1. All contracts concluded by us are subject to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and Austrian and European referral provisions, unless mandatory consumer protection provisions of the country of residence of a customer who is a consumer apply.

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- 13.2. The court with jurisdiction at the location of our company's registered office shall have local jurisdiction to decide on disputes arising from or in connection with contracts concluded by us, unless the courts of the country of residence of a customer who is a consumer have jurisdiction under mandatory provisions.

14. Severability clause

- 14.1. In the event that any provision within these Terms and Conditions of Sale is or becomes invalid in whole or in part, the invalidity of this provision shall not affect the validity of all other provisions of these Terms and Conditions of Sale or the purchase contracts on which they are based. The invalid provision shall be replaced by a provision that is legally permissible and that comes as close as is legally permissible to the economic purpose pursued by the invalid provision.

15. Correspondence

- 15.1. The customer expressly agrees that all correspondence with the customer and all declarations made to the customer shall be sent electronically to the email address provided to us in writing by the customer.
- 15.2. The declarations sent to the notified email address shall be deemed to have been received by the customer unless we have received an electronic error message.
- 15.3. In the event of a change to the email address provided to us by the customer, the customer is required to notify us of their new email address without delay (using the new email address).
- 15.4. In the absence of an email address or if the customer expressly informs us that they can no longer be reached by electronic means, the customer is required to provide us with their postal address. In this case, our declarations to the customer will be sent exclusively to the postal address provided to us. If the postal address provided by the customer changes, the above point 16.3 shall apply mutatis mutandis.
- 15.5. The customer acknowledges that without notification of their changed email address or postal address, we are unable to obtain the correct addresses and therefore have no obligation in this regard.
- 15.6. The customer acknowledges that all disadvantages (including financial disadvantages) incurred by the customer as a result of failure to notify us of a new email address or a change of postal address, or late notification thereof, shall be borne by the customer and that our liability for these disadvantages is expressly excluded.