

T&Cs

General Terms and Conditions of Leica Camera Danmark, Filial af Leica Camera Nordics GmbH, Tyskland (Leica) for Online Purchases, Workshops and Tours

1. SCOPE

These General Terms and Conditions apply to:

- orders of products, workshops and tours by consumers, which are offered on the Leica Camera Online Store Denmark at <https://store.leica-camera.com/en-DK> (hereinafter referred to as “Online Store”) (orders on the Online Store), and
- reservations of products offered on the Online Store for pick-up at an authorized dealer (Store) (Reserve & Pick-up).

2. ORDERING ON THE ONLINE STORE

The products, workshops and tours offered on the Online Store do not constitute legally binding offers.

Orders on the Online Store are placed and handled as follows:

1. Select your desired product.
2. Add your product(s) to the shopping cart.
3. Proceed to Checkout.
4. Select the payment and shipping method (if necessary).
5. Confirm your order and, if needed, make any necessary changes.
6. Submit your order (“Buy”).
7. You will receive an email confirming receipt of your order.
8. The following shall apply for tours and workshops: Once payment is completed, you will receive a second email containing a participation authorization in the form of a ticket.

As soon as we have received your order, the website will display an automatic confirmation of the receipt of your order which lists your order number and the details of your purchase.

After submitting your order (by clicking the “Buy” button), we will electronically store the terms of the contract (the order) for the purpose of contract processing.

You will also receive an email which confirms the receipt of your order and its details (order receipt confirmation email). Along with the email confirming the receipt of your order, you will receive these General Terms and Conditions and instructions of the right

of withdrawal valid for the Online Store by email. We recommend that you print or download this email for future reference.

The email confirming receipt does not constitute acceptance of your offer. A purchase contract is not concluded by this email.

We expressly reserve the right to refuse acceptance of your order. We are entitled to accept your order within 3 workdays (workdays are Monday to Friday) following receipt of the order.

You will receive an email informing you of the shipment of your items. The purchase contract in accordance with these General Terms and Conditions is considered concluded upon delivery of this email ("Shipping Confirmation"). A contract is considered concluded at the latest upon delivery of the ordered goods to you.

The [Data Protection Statement](#) related to your order shall also apply.

3. CONTRACTUAL PARTNER OF THE CUSTOMER FOR ORDERS ON THE ONLINE STORE

LEICA CAMERA DANMARK
NY Østergade 3, st.
1101 København K
Danmark

A branch of:

Leica Camera Nordics GmbH
Am Leitz-Park 5
35578 Wetzlar
Germany

represented by:

Kurt Doyran, Oliver Zehme

Leica Camera Online Store for products
Email: onlinestore.support@leica-camera.com

registered with the Wetzlar District Court, HRB 9073
VAT-ID: DK44735326

Should you have any questions, pending issues or possible complaints, you can contact us during normal business hours from Monday to Friday, 10 a.m. to 5 p.m. via the contact details given above.

4. DELIVERIES AND SHIPPING COSTS

We hand over the ordered items to a delivery company in accordance with the Shipping and Payment Terms. The [Shipping and Payment Terms](#) contain the details on the shipping costs.

5. CUSTOMER'S RIGHT OF WITHDRAWAL

Customers have a right of withdrawal for orders placed on the Online Store. The following applies:

1. A consumer in the meaning of these General Terms and Conditions is any natural person who concludes a purchase contract for a purpose that can in general not be ascribed to their commercial or freelance work (consumer in the meaning of § 13 of the German Civil Code – Bürgerliches Gesetzbuch (BGB))
2. We will assume the costs for a return of the goods under the terms of the right of withdrawal. The exact procedure to follow in case of a return under the right of withdrawal is available under: [Return](#)
3. We will generally use the same payment method for the withdrawal as was used for the original transaction in the event that any reimbursement of the purchase price is due. Should this not be possible for technical reasons for certain payment methods, for example if the validity date of the credit card used has expired or in the event of a timeout during payment via PayPal, the purchase price will be credited to the account you specified.
4. We reserve the right to refuse reimbursement until we have received the returned goods or you have provided proof that the goods were returned – whichever scenario occurs first.
5. The above provisions under this section do not apply to workshops and tours; Section 10 of the General Terms and Conditions shall apply.

6. RESERVATION & PICK-UP

The Reservation & Pick-up option applies solely to products and is handled as follows:

1. Select your desired product.
2. Choose your preferred store and check availability.
3. Add the product(s) to the shopping cart via the “Reserve in store” button.

4. Enter your data for the Reservation & Pick-up (name, email address, telephone number, address).
5. Confirm the information for Reservation & Pick-up and, if required, make any necessary changes.
6. Submit the request for Reservation & Pick-up (“Submit reservation”).
7. You will receive an email confirming receipt.

Submitting the request for Reservation & Pick-up DOES NOT RESULT IN A PURCHASE AGREEMENT.

The data you provided (name, email address, telephone number, address) and the data on your reservation (product, price, quantity, item number, etc.) will be forwarded to the store you selected for the purpose of reservation and pick-up of the goods.

The dealer will be informed of your request and you will receive a notification as soon as possible on whether the goods are available for pick-up or – in exceptional cases – the request has been denied. You will be informed as soon as the goods are available for pick-up.

Following confirmation of your request, the goods will be available for pick-up at the selected store for three working days as of the time of the reservation. The reservation lapses at the end of the three working days.

A purchase contract is concluded with the respective dealer (store operator) if you purchase the reserved product at the selected store.

7. PRICES

All prices are – unless stated otherwise – final prices which include statutory VAT plus shipping costs. The [Shipping and Payment Terms](#) contain the details on the shipping costs.

8. RETENTION OF TITLE

The goods remain the property of Leica until full payment of the purchase price. This also applies in the event of a resale, processing and combination of the goods.

9. COMPLAINTS/DISPUTE RESOLUTION

The European Commission provides a platform for out-of-court dispute resolution. This provides consumers with the initial possibility of resolving disputes arising in connection

with their online order without involving a court of law. The dispute resolution platform is available via the external link <http://ec.europa.eu/consumers/odr/>.

Otherwise, we do not participate in alternative dispute resolutions by arbitration boards in accordance with the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz).

10. SUPPLEMENTARY PROVISIONS FOR WORKSHOPS AND TOURS

a) Payment conditions

- Workshops

You have the choice of payment by credit card (Visa or Mastercard) or PayPal.

Payment by credit card: We will book the invoice amount from your credit card account upon conclusion of the purchase contract.

Payment by PayPal: We will direct you to the PayPal website before the completion of the ordering process, or you can pay for your order using the “Direct to PayPal” button. Log in to the PayPal website using your personal PayPal access data and complete the payment. We will be informed immediately by PayPal of the receipt of your payment. Additional information on PayPal is available at www.paypal.com.

- Tours (workshops identified as tours)

Leica may only demand or accept payments towards the tour price before completion of the tour if a secured payment certificate (Sicherungsschein) was issued to you. Along with the participation authorization, we will send you the secured payment certificate; a down payment in the amount of 20% of the tour price becomes due. The corresponding amount will be itemized on the invoice and the balance of the tour price becomes due 30 days before the trip begins. Upon conclusion of the contract, we will charge the down payment from your credit card account. We will charge the balance of the tour price to your credit card account 30 days before the tour begins. If you do not pay the down payment of the remaining balance within the agreed due dates for payment, we are entitled, after a reminder with payment deadline, to withdraw from the contract and charge you the tour cancellation costs.

b) Right of withdrawal and rescission from contract

- Workshops

Despite the fact that consumers are entitled to a right of withdrawal in many cases, there is no right of withdrawal related to the performance of services for accommodation and purposes other than residential purposes, transport of goods, vehicle rentals, delivery of food and beverages and the performance of other services related to leisure time activities (in accordance with § 312 g (2) sentence 1 no. 9 BGB), when the contract contains a specific date or period for the performance. Our

workshops represent a service in connection with a leisure time activity and a specific date or period is scheduled for the performance of the service. **Thus, there is no right of withdrawal; booking the workshop is binding.** By sending the participation authorization, you obligate yourself to pay for the workshop.

Rebooking workshops

The customer is not entitled to changes, e.g. regarding the tour date, the event location, participation or accommodation (rebooking) once the contract is concluded.

In individual cases, Leica can issue a voucher for the already paid workshop fee at its own discretion. This voucher may only be redeemed for a different workshop or tour offered by Leica for which the customer must reapply. The voucher is valid for 24 months from the date of issue. A cash reimbursement is not possible.

- Tours

The customer may cancel the tour at any time prior to it beginning.

The cancellation shall be justified vis-à-vis Leica Camera Nordics GmbH:

Leica Camera Nordics GmbH, Am Leitz-Park 5, 35578 Wetzlar, Germany

Email: onlinestore.support@leica-camera.com

If the customer cancels the tour prior to it beginning, or does not participate in the tour, Leica shall lose its entitlement to the tour price. Instead, provided the cancellation does not fall under its responsibility or is due to force majeure, Leica may demand payment of reasonable compensation for arrangements and expenditures made prior to the cancellation in an amount related to the respective price.

The compensation will be calculated as of the time of receipt of your cancellation notification as follows:

- 0% up to 12 weeks prior to the commencement of the event,
- 50% up to 6 weeks prior to the commencement of the event,
- 75% between 20 days and 1 day prior to the commencement of the event,
- 95% for cancellation on the day of the event or non-participation

You are nonetheless entitled to prove to Leica that no damage, or only very minor damage, occurred which is less than the demanded flat-rate amount.

The customer is not entitled to assert any changes following the conclusion of the contract in terms of the dates or the event location. Your legal right to designate a replacement participant remains unaffected by this provision.

c) Withdrawal by Leica due to failure to obtain the minimum number of participants

Leica may withdraw from the contract due to failure to obtain the minimum number of participants if a minimum number of participants was specified in the respective invitation and this number was not reached. Cancellation on the part of Leica shall be

justified to the customer at the latest on the 14th day before the workshop or trip. The customer shall be reimbursed all payments made if the workshop or trip is not conducted due to this reason.

d) Additional provisions concerning workshops

- Services not utilized by the customer

If the customer does not take advantage of services properly included in the offer, the customer is not entitled to a pro-rata reimbursement.

- Obligations of the customer

- Notice of defects

The customer may demand redress if the workshop is not conducted properly in line with the contract. However, the customer is obligated to notify Leica of any defect that occurs without delay. If the customer fails to inform Leica immediately, the customer shall not be entitled to a reduction of the price. This does not apply when the notification is obviously futile or unreasonable for other reasons.

- Duty to minimize damages

The customer shall attempt to avoid the occurrence of any damages and keep occurring damages to a minimum. In particular, the customer shall make Leica aware of the danger of damage occurring.

- Limitation of liability

Leica's contractual liability for damages that do not constitute bodily harm is limited to three times the participation fee.

- provided the damage to the customer was neither caused deliberately or due to gross negligence or

- provided that Leica is responsible for the damage suffered by the customer which is solely the fault of a service provider.

Leica's tort liability for material damages that are neither caused deliberately or due to gross negligence is limited to three times the participation fee. The maximum liability amount applies per customer and workshop.

- Choice of law

German law shall exclusively apply to the contractual relationship between the customer and Leica. This also applies to the entire legal relationship. To the extent that complaints filed abroad by the customer against Leica asserting Leica's liability do not apply German law due to the reason asserted, German law shall nonetheless be applied exclusively with regard to the legal consequences, in particular as regards the type, scope and value of claims by the customer.

- Place of jurisdiction

The customer may only sue Leica only at the company's registered office. Exclusive places of jurisdiction remain unaffected.

e) Additional provisions concerning tours

- Services not utilized by the customer

If the customer does not take advantage of services properly included in the offer, the customer is not entitled to a pro-rata reimbursement.

- Obligations of the customer

- Notice of defects

The customer may demand redress if the trip is not conducted properly in line with the contract. However, the customer is obligated to notify Leica of any defect that occurs without delay. If the customer fails to inform Leica immediately, the customer shall not be entitled to a reduction of the price. This does not apply when the notification is obviously futile or unreasonable for other reasons.

- Duty to minimize damages

The customer shall attempt to avoid the occurrence of any damages and keep occurring damages to a minimum. In particular, the customer shall make Leica aware of the danger of damage occurring.

- Limitation of liability

Leica's contractual liability for damages that do not constitute bodily harm is limited to three times the tour price,

- provided the damage to the customer was neither caused deliberately or due to gross negligence or

- provided that Leica is responsible for the damage suffered by the customer which is solely the fault of a service provider.

Leica's tort liability for material damages that are neither caused deliberately or due to gross negligence is limited to three times the tour price. The maximum liability amount applies per customer and tour. Claims possibly exceeding the maximum liability in connection with baggage in accordance with the Montreal Convention remain unaffected by the limitation.

- Exclusion of claims and statute of limitations

Claims related to services not conducted properly in line with the contract must be asserted by the customer within one month following the contractually agreed end of

the trip. The customer may only assert claims after the deadline if the customer was prevented from adhering to the deadline through no fault of their own.

Claims by customers as per §§ 651c to 651f BGB [\[SA3\]](#) lapse after one year. This does not apply to claims due to damage to life and limb as a result of negligent or deliberate breach of duty by Leica. These claims lapse after two years. The statute of limitations for the claim begins on the day subsequent to the day of the contractually agreed end of the trip.

The customer is not entitled to transfer claims and rights aimed at Leica to third parties without Leica's approval.

- Choice of law

German law shall exclusively apply to the contractual relationship between the customer and Leica. This also applies to the entire legal relationship. To the extent that complaints filed abroad by the customer against Leica asserting Leica's liability do not apply German law due to the reason asserted, German law shall nonetheless be applied exclusively with regard to the legal consequences, in particular as regards the type, scope and value of claims by the customer.

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