

# Terms and Conditions of Repair of Leica Smart Projection GmbH

## 1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Repair ("GTC") apply to all inspection and repair services of Leica Smart Projection GmbH ("LEICA") rendered by LEICA for example within the scope of an individual repair order or maintenance and servicing contracts. They do not apply to any services under guarantee and repairs within the scope of the statutory warranty for Leica products.
- 1.2 These GTC apply to all current and future business relations.
- 1.3 The applicability of any deviating or supplementary terms and conditions of the customer is excluded, unless LEICA has expressly confirmed such applicability in text form.

## 2. CONCLUSION OF THE CONTRACT

A contract for work ("Contract") within the meaning of clause 1.1 is concluded upon the customer's release of the cost estimate provided by LEICA. If the customer does not request a cost estimate, or if the services within the meaning of clause 1.1 do not exceed a value of 50.00 euros plus value added tax, a Contract will be concluded upon performance of the order.

## 3. REPAIRS

- 3.1 LEICA will perform repairs according to standardised requirements at a lump-sum price. The lump-sum price is determined to the best of our knowledge on the basis of the examination of the product to be repaired with measuring devices as usual in this line of business and is notified to the customer in the form of a cost estimate. The services rendered for submission of the cost estimate are charged to the customer if agreed in the individual case. The cost estimate and the underlying repair prices cease to be valid if the order is released towards LEICA later than 3 months of the date of the cost estimate.
- 3.2 If during the repair it turns out that the product cannot be successfully repaired with the standardised means and procedures taken as a basis for the cost estimate, LEICA will notify the customer accordingly by submission of a new cost estimate. If the customer requests return of the product to be repaired without change, LEICA will return the same together with an invoice for its expenses. These expenses also include the costs for the preparation of the cost estimate. If the customer requests repair, LEICA will perform such repair on the basis of the new cost estimate. The release establishes a new Contract within the meaning of clause 2 of these GTC, for which these GTC and the Distance Marketing Information also shall apply.
- 3.3 LEICA is entitled to use reconditioned and quality-checked components for repair, unless the customer expressly and in text form insists on the use of brand-new parts.
- 3.4 If LEICA must use a spare part within the scope of the repair which changes the external appearance of the product to be repaired, LEICA will beforehand inform the customer thereof by a corresponding indication in the cost estimate.
- 3.5 Parts and products replaced shall become the property of LEICA.

## 4. REPAIR TIME (DEADLINE FOR CARRYING OUT THE REPAIR)

- 4.1 The period for carrying out the repair shall not commence before all details of the execution of the repair order have been clarified and all other requirements to be fulfilled by the customer have been met. It shall be extended appropriately if the originally agreed scope of work is subsequently increased.
- 4.2 If events of force majeure lasting longer than 14 calendar days occur, LEICA shall inform the customer in good time. In this case, LEICA shall be entitled to extend the repair time by the duration of the hindrance or to withdraw from the Contract in whole or in part due to the part not yet fulfilled, provided that LEICA has complied with the above duty to inform and has not assumed the procurement risk or a performance guarantee. Force majeure shall include strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks through no fault of

LEICA, operational hindrances through no fault of LEICA, e.g. due to fire, water and damage to machinery, and all other hindrances which, from an objective point of view, have not been culpably caused by LEICA.

- 4.3 If a binding repair deadline was agreed and this was exceeded due to force majeure, the customer shall be entitled to withdraw from the unfulfilled part of the Contract after the unsuccessful expiry of a reasonable grace period. Further claims of the customer, in particular claims for damages, are excluded in this case. The above provision shall apply accordingly if, in the event of force majeure, it is objectively unreasonable for the customer to continue to adhere to the Contract even without a fixed repair date having been contractually agreed.

## 5. PRICES

- 5.1 All prices are in euro including statutory value added tax, plus the costs for packaging, shipment and insurance.
- 5.2 If no lump-sum fee repairs were agreed, the repair works will be charged separately by working time and spare parts.
- 5.4 All invoices are due immediately without any deduction and payable by credit card or bank transfer.

## 6. RISK/TRANSPORTATION INSURANCE

- 6.1 The risk of deterioration or loss of products in transportation is borne by the customer, insofar as the customer is an entrepreneur. Place of performance for LEICA's performance is Wetzlar. An entrepreneur is any natural or legal person or any partnership with legal capacity with whom business relations are taken up and who acts in exercising commercial or independent professional activities.
- 6.2 In the event of total damage or total loss of parts of the product to be repaired, the costs necessary for replacement of the damaged or lost parts will be reimbursed. In the case of total loss or total damage of the product to be repaired, the current value will be reimbursed.

## 7. RETENTION OF TITLE/LIEN

- 7.1 LEICA retains title to all parts installed by LEICA on the occasion of any repair or maintenance towards the customer, until full payment of the claims under the Contract with the customer. In cases in which LEICA's title would cease to exist due to combination with other objects which LEICA does not own (e.g. the repaired product), it is already here and now agreed that the (co-)ownership of the customer to the combined object passes to LEICA at the ratio of the invoiced value of the service rendered by LEICA to the combined object at the time of combination. LEICA will retransfer the (co-)ownership to the customer at the ratio of the payments on the claims to the value of the (co-)ownership of LEICA.
- 7.2 In respect of claims under the Contract, LEICA has a lien to the product of the customer of which LEICA gained possession under the Contract.

## 8. RIGHTS OF THE CUSTOMER IN CASE OF DEFECTS, LIABILITY

- 8.1 For repairs carried out, LEICA assumes warranty according to the statutory regulations.
- 8.2 In the event of defective repair, the customer may first claim only subsequent performance (subsequent improvement) by LEICA. Only after subsequent performance has failed, or after futile expiry of a reasonable period of time set by the customer for subsequent performance, will the customer be entitled to choose either reduction in price (reduction) or rescission of the Contract (withdrawal).
- 8.3 Warranty claims are always excluded if the defect is attributable to improper handling of the repaired product, either by the customer, the ultimate buyer or a third party, or if the defect is based on improper or extraordinary use of the repaired product.
- 8.4 LEICA excludes any liability for slightly negligent breaches of duty, insofar these do not refer to damage based on injury to life, body or health, or refer to guarantees, or insofar as claims under the Product Liability Act are concerned. Likewise unaffected remains the liability for the breach of duties which are indispensable for

proper performance of the Contract, and on whose fulfilment the customer may regularly rely. The same applies to any breach of duty on the part of vicarious agents of LEICA.

## **9. FINAL PROVISIONS**

- 9.1 Retention rights of the customer are excluded, insofar as they are not based on the same contractual relationship.
- 9.2 LEICA is entitled to assign its claims from deliveries and services for financing purposes.
- 9.3 If the customer is an entrepreneur, then the exclusive place of jurisdiction for any legal disputes arising from or in connection with this Contract and the purchase contracts entered into in performance hereof shall be the registered office of LEICA. However, LEICA is entitled to also file an action with the court competent for the registered office of the customer.
- 9.4 These GTC and all contracts entered into in accordance with these GTC shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods (CISG).
- 9.5 If the foregoing provisions are partially ineffective or invalid, the validity of the provisions in their entirety shall remain unaffected thereby.
- 9.6 Changes and amendments to the Contract and/or these GTC as well as side agreements require text form. The same applies to any change of the text form requirement.

**Leica Smart Projection GmbH**  
**Wetzlar, May 2025**

# Distance Marketing Information for Consumers

## 1. SCOPE OF APPLICATION

This distance marketing information exclusively applies to natural persons who enter into a contract for any purpose which can mainly be attributed neither to their commercial nor to their freelance professional activities (consumer within the meaning of Section 13 German Civil Code, hereinafter referred to as "Customer") and solely for those contracts which are entered into solely by the use of means of distance communication, e.g. by letter, phone, fax or e-mail.

## 2. CONCLUSION OF THE CONTRACT

The information on the official website of Leica Smart Projection GmbH (hereinafter "LEICA") at [www.leica-camera.com](http://www.leica-camera.com) does not constitute any legally binding offer. Upon ordering or commissioning, the Customer bindingly states his wish to commission the service. A contract is concluded only upon the Customer's release of the cost estimate (offer of a contract) provided by LEICA. If the customer does not request a cost estimate, or if the services do not exceed a value of 50.00 euros plus value added tax, a contract will be concluded upon performance of the order.

In the event of any orders by electronic means, the text of the contract is electronically stored by LEICA, and the receipt of the order by electronic means is confirmed without undue delay. Together with the cost estimate, LEICA will provide the Customer with the GTC, the statutory notes and the data protection notices of LEICA by e-mail. Neither the cost estimate nor the taking note of an order on the telephone will constitute a binding acceptance of the offer of contract.

LEICA is entitled to accept the binding offer of the Customer within 7 working days of receipt of the order, in the event of orders placed by electronic means within 3 working days of receipt of the order.

LEICA additionally points out the notices on Data Protection.

## 3. CUSTOMER'S CONTRACT PARTNER

The Customer's contract partner is:

Leica Smart Projection GmbH  
Am Leitz-Park 5, 35578 Wetzlar, Germany  
represented by the board  
telephone: +49 6441-2080-117  
[contact form](http://www.leica-camera.com) via: [www.leica-camera.com](http://www.leica-camera.com)

registered with the Local Court Wetzlar, HRB 8679.

According to the above mentioned contact details the LEICA Customer Care is available for any concerns or complaints of the Customer during usual business hours from Monday through Friday, from 8:00 to 17:00 each day.

## 4. CUSTOMER'S RIGHT OF WITHDRAWAL

### Instructions on Withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day the contract is concluded.

To exercise the right of withdrawal, you must inform us (Leica Smart Projection GmbH, Am Leitz-Park 5, 35578 Wetzlar, Germany, telephone +49 6441-2080-117) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, an e-mail or via the contact form).

You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal period, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

### End of Instruction on Withdrawal

## 5. PRICES

All prices are final prices including statutory value added tax, plus the costs for packaging, shipment and insurance.

## 6. SHIPMENT COSTS

In the event of withdrawal from this contract, we shall reimburse to you the costs of delivery for sending in the product to the extent they are actually incurred.

## 7. PROPORTIONATE COMPENSATION IN THE EVENT OF WITHDRAWAL DURING WITHDRAWAL PERIOD

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract

Leica Smart Projection GmbH  
Wetzlar, Mai 2025

### Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To:

Leica Smart Projection GmbH  
Customer Care  
Am Leitz-Park 5  
35578 Wetzlar  
Germany

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/  
for the provision of the following service (\*),

- \_\_\_\_\_
- Ordered on \_\_\_\_\_ (\*)/received on \_\_\_\_\_ (\*),
  - Name of consumer(s): \_\_\_\_\_
  - Address of consumer(s): \_\_\_\_\_  
\_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper)

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(\*) Delete as appropriate.