

General Terms and Conditions of Business

of

Leica Camera Austria GmbH

FN 480414 t

Commercial Court of Vienna

VAT ID Nummer ATU72826739

Annagasse 5/3/10, 1010 Wien Österreich

Tel.: +43 1 523 56 59 34

Online Store: onlinestore.at@leica-camera.com

Akademie: akademie.AT@leica-camera.com

[https:// leica-camera.com/en-AT](https://leica-camera.com/en-AT)

1. Validity of these General Terms and Conditions of Business

1.1. All offers, deliveries and services of Leica Camera Austria GmbH (LCAT) in connection with the purchase of cameras, optical equipment and accessories as well as with the booking of photo courses (workshops) of Leica Academy Austria (Academy) via the Leica Online Store Austria (Store) are based solely on these General Terms and Conditions of Business (GTCs). These general terms and conditions of business apply mutatis mutandis for sales in the business premises.

1.2. Deviating or supplementary terms and conditions of business of the customer are not binding for LCAT unless LCAT has explicitly agreed to them in writing.

2. Offers and conclusion of contract

2.1. The product presentations and product descriptions of LCAT in the Store are not offers, but rather a no-obligation request to the customer to submit an offer through his/her order.

2.2. The order is made by the customer placing the selected product in the "shopping cart", going to the till after completion of shopping, selecting the terms and conditions of payment and shipment and after checking the order again sending off the order with the command "place binding order".

2.3. By sending the order, the customer submits to LCAT a binding offer for conclusion of the contract.

2.4. On receipt of the order by LCAT, LCAT will send the customer an electronic order message, indicating the order data. This order message is information about the receipt of the order by LCAT and is not yet to be understood as acceptance of the offer by LCAT.

2.5. The contract comes into effect with the written or electronic acceptance of the customer's offer by LCAT (confirmation of order). Solely the written or electronic order confirmation by LCAT is decisive for the content of the contract.

2.6. LCAT saves the contract text and will provide the customer with a copy on request.

3. Prices and shipment costs

3.1. All prices are in EUR and are gross prices (including VAT).

3.2.The prices are exclusive of costs for packaging for transport, parcel shipment by Österreichische Post AG or UPS at the shipment prices and insurance valid in each case for these companies.

3.3.The price information in the Store is non-binding and subject to change.

4. Terms and conditions of payment, shipment

4.1.The payment methods available are payment by credit card (Visa, MasterCard, AMEX, Diners, Discover), Maestro, Apply Pay, Google Pay, PayPal and payment in advance on presentation of invoice or by bank transfer.

4.2.If no other payment deadline is indicated on the order confirmation, on the invoice or in the product description in the Store, the purchase price is due for payment at the latest within 3 (three) days from receipt of the invoice.

4.3.After receipt of the payment for the full invoice amount, LCAT will send the order to the delivery address indicated by the customer in the order. Depending on the availability of the ordered product, the delivery time is between 2 and 14 working days unless a longer delivery time should be indicated in the product description in the Store (for instance, with newly launched, non-stock or currently sold-out products).

4.4.At the choice of the customer, the shipment will be done by parcel dispatch using Österreichische Post AG or UPS at the shipment prices valid in each case for these companies. The shipment costs are to be borne by the customer.

4.5.Alternatively, the possibility exists to reserve the desired product for collection in a Leica store. In the event of reservation for collection, the invoice amount is due on collection in the Leica store.

4.6.Further information about shipment and terms and conditions of payment can be found on the website of LCAT under store.leica-camera.com/at/en/shipping-and-payment-terms.

5. Supplementary regulations and conclusion of an agreement, in the case of choosing the payment option "Santander partial payment FINANCING PURCHASE"

Our financing partner is Santander Consumer Bank GmbH, Wagramer Straße 19, 1220 Vienna, FB 62610z, HG Vienna. The minimum financing amount is €500. If a single product is below €500, but the shopping cart exceeds above €500, the financing option is displayed directly in the shopping cart or checkout.

If you have selected the partial payment (as the financing purchase) payment option in the ordering process, you will receive an order confirmation page after sending the order ("Order subject to payment") and an e-mail confirming receipt via which you can apply for financing using the "Finance now" button.

The financing application is processed as follows – subject to excellent creditworthiness - via Santander Consumer Bank GmbH:

The financing application must be completed within 14 days starting from the order date, including legitimation via Videoident or Postident and receipt of the signed financing contract at Santander Consumer Bank GmbH. If the financing application, including legitimation via Videoident or Postident and receipt of the signed financing contract at Santander Consumer Bank GmbH, is not fully completed or some data is missing, no purchase contract is concluded.

If Santander Consumer Bank GmbH rejects the application for financing, no purchase contract is concluded. In this case, you are free to make the purchase again and choose a different payment method.

As soon as the application for financing has been approved by Santander Consumer Bank GmbH, we will be informed by Santander Consumer Bank GmbH. We will then inform you by e-mail about the dispatch of the items. Upon receipt of this e-mail ("shipping confirmation"), a purchase contract is concluded in accordance with these general terms and conditions. In any case, a contract is concluded at the latest when the ordered goods are delivered to you.

Please note, that the purchase contract for the products you have purchased in the online store and the financing contract (or loan contract) are linked contracts.

6. Retention of title

6.1. All products delivered in advance remain the property of LCAT until the receipt of the payment for the entire invoice amount.

7. Supplementary provisions for workshops of the Academy

7.1. The service of the Academy is restricted to the holding of workshops and does not include any transport, accommodation or other travel services. Consequently, LCAT is not an organiser or an agent of package tours or associated travel services. Travel to the workshop, accommodation and food are organised independently of the participation in the workshop and individually by the respective participants and are not included in the workshop price. Stays in hotels in connection with workshops will be booked directly between the workshop participants and the respective hotel and are oriented in each case to the respectively valid offers, prices and general terms and conditions of business of the respective hotel.

7.2. LCAT reserves the right to make the staging of workshops dependent on a minimum number of participants and, if it is necessary to ensure the quality of the workshop execution, to limit the maximum number of participants. The respective minimum and maximum number of participants is indicated in the product description for the workshop.

7.3. In the event of the minimum number of participants not being reached, LCAT reserves the right to withdraw from the contract and will reimburse the full workshop price to the participants who have already registered. Withdrawal due to non-attainment of the minimum number of participants is to be declared by LCAT after the deadline for registration for the workshop, but at the latest 14 days before the date of the workshop.

7.4. In the event of the maximum number of participants being exceeded, LCAT reserves the right not to accept bookings for workshops. In this case, LCAT will inform the customer that the workshop is already fully booked and that the bookings can no longer be accepted.

7.5. Registration for a workshop is binding with receipt of payment for the full invoice amount. After receipt of payment for the full invoice amount, the customer will receive an electronic or written confirmation of the authorisation to attend the workshop.

7.6. There is no claim of the customer after conclusion of the contract to withdrawal or rebooking for another workshop due to the customer being prevented from attending; instead, it is at the discretion of LCAT to offset a workshop price already paid by the customer against participation in another workshop within 24 months. A reimbursement of the workshop price is not possible. However, the customer has the right to name a replacement participant in the event that he/she is prevented from participating.

8. Warranty and liability

8.1. Unless otherwise regulated in the following, LCAT is liable and provides a guarantee according to the valid statutory provisions.

8.2. The warranty period is two years after handover pursuant to the statutory provisions.

8.3. LCAT does not give any warranty for defects that are caused by improper handling of the products by the customer or third parties.

8.4. If a defective product is delivered, LCAT is to be notified, providing proof of the defect. In the event of warranty, the customer at his/her choice can first demand improvement by LCAT or replacement of the product within an appropriate period of time. Only when the improvement fails or the appropriate period determined by the customer for improvement expires without success, the customer is entitled, at his/her choice, to either price reduction or, if the defect is not merely minor, to withdrawal from the contract.

8.5. Within the framework of the workshops held, LCAT does not owe any particular success but instead only offers a practice-oriented platform for the conveying of knowledge in connection with photography. Any certificates issued by LCAT are only deemed to be a confirmation of participation and not as proof of certain knowledge or qualifications. For the rest, participation in the workshops takes place at the participants' own risk. In the case of workshops held outdoors, the participants have to conduct themselves so that there is no risk of injuries or damage for them and for the other participants. Accordingly, any warranty and liability during the workshops is excluded.

8.6. For customers who are entrepreneurs and for whom the purchase of products in the Store is a company-related transaction, the obligation to immediately examine the delivery and give notification of any defects is to be complied with; otherwise, warranty claims and claims for compensation as the result of the defects in the products pursuant to Section 377 of the Companies Code (UGB) are excluded. This obligation to examine and give notice of defects does not apply to customers who are consumers.

8.7. The liability of LCAT for financial damage is restricted to wilful and grossly negligent damage.

8.8. As a general rule, the liability of LCAT for lost profit and for unforeseeable damage is excluded if such an exclusion of liability can be permissibly agreed.

8.9. This restriction in liability does not affect the liability of LCAT due to damages arising from injury to life, body and health, as well as its liability according to the Product Liability Act.

9. Guarantee

9.1. Guarantees of the manufacturer and the respective guarantee periods (from date of invoice) are to be indicated in the Store in the respective product description.

9.2. Guarantee claims on products purchased in the Store can be filed within the guarantee period in all Leica stores.

10. Information on the online dispute resolution (ODR) for consumer complaints

10.1. Consumers have the possibility of submitting complaints to the online dispute resolution platform of the European Commission (www.ec.europa.eu/consumers/odr).

10.2. Alternatively, consumers can also send their complaints directly to LCAT (onlinestore.at@leica-camera.com).

10.3.LCAT does not participate in proceedings for alternative dispute resolution according to the Alternative Dispute Resolution Act (AStG).

11. Export control

11.1. For Buyers with residence outside the EU, USA, Canada, United Kingdom, Norway, Switzerland, Lichtenstein, Iceland, Japan, South Korea, Australia or New Zealand and/or the delivery is to be made to an address outside the aforementioned countries, the following applies:

11.2. Leica is committed not to sell, supply, transfer or export any of its products directly or indirectly to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or in the Republic of Belarus. By placing an order, you agree not to resell or otherwise supply the goods ordered from Leica to any person in Russia or Belarus or to any other person with knowledge of an intended use in Russia or in Belarus and not to take the goods with him/her to Russia or Belarus, including for temporary stays.

11.3. Any willful violation of paragraph (1) by the Buyer will result in the loss of all guarantee rights against Leica in relation to the product in question and in the permanent blocking of the customer account.

12. Right of withdrawal

12.1.Customers who are consumers pursuant to the Consumer Protection Act (KSchG) have the right to withdraw from contracts regarding the purchase of products via the Store within 14 (fourteen) days without giving grounds (Section 11 of the Federal Act on Distance and Off-Premises Transactions - FAGG).

12.2.There is no right of withdrawal in the case of orders whose order value including dispatch costs does not exceed the amount of EUR 50 (Section 1 Par. 2 Clause 1 FAGG).

12.3.Irrespective of the order value, bookings of workshops are excluded from the right of withdrawal because the workshops are services in connection with leisure activities and a certain point in time or period is envisaged contractually for the provision of the service by the contractor.

12.4.For all other orders by consumers regarding products via the Store, the cancellation period of 14 (fourteen) days commences on the day on which the consumer or a third party appointed by him/her who is not a carrier acquires possession of the order.

12.5.The consumer exercises his/her right of withdrawal by sending a clearly formulated declaration regarding his/her withdrawal (indicating his/her name, his/her address, the product, the order date and the date of delivery) by post or by e-mail to the address indicated above. The consumer can but does not have to use the sample revocation form which can be found in the Store. The declaration of withdrawal is done in a timely manner if the consumer sends off the declaration within the deadline.

12.6.As a result of the withdrawal, LCAT has to pay back to the consumer all payments received as a result of the contract within 14 (fourteen) days from receipt of the declaration of withdrawal and the consumer must send back the products received at the latest 14 (fourteen) days from the submission of the declaration of withdrawal. The return is done in a timely manner if the consumer sends off the product that he/she has received within the deadline. The costs of the return will be paid by LCAT.

12.7.LCAT is entitled to refuse the repayment until the receipt of the products or until proof of the return is provided.

12.8.The consumer only has to pay for any loss in value of the products if the loss in value is attributable to a handling of the product that was not necessary to check the quality, characteristics and functioning of the products.

12.9.This information regarding the right of withdrawal as well as the sample form of revocation can be found in the Store.

13. Data privacy

13.1.As a controller, LCAT processes personal data pursuant to Art. 4 Clause 1 of the General Data Protection Regulation (GDPR) which are announced to LCAT by the customer within the framework of the order in the Store in the form and manner required for the fulfilment of the contract and in the extent required to fulfil the contract pursuant to the GDPR and the Data Protection Act (DSG); these data encompass name, date of birth, address, telephone number, e-mail address and bank details.

13.2.The personal data are provided by the customer within the framework of the order. The data processing is therefore done on the basis of the explicit consent from the customer which can be revoked at any time (Art. 6 Par. 1 Letter a GDPR). In addition, LCAT processes the said personal data for handling the order, thus for the legitimate reason of the contract fulfilment (Art. 6 Par. 1 Letter b GDPR) and, if a saving of the data is necessary for the fulfilment of the accounting and retention obligation according to the Companies Code (UGB) and the Federal Tax Code (BAO), also for the fulfilment of statutory obligations (Art. 6 Par. 1 Letter c GDPR).

13.3.There is no forwarding of personal data of customers, with the exception of the fulfilment of the aforementioned purposes.

13.4.The personal data will be saved for the duration of the business relationship and beyond for customer evidence until the request for deletion by the customer, and if the saving is necessary for the fulfilment of the statutory retention obligations pursuant to the Companies Code (UGB) and the Federal Tax Code (BAO), for the duration of the retention obligation.

13.5.In consideration of his/her personal data, the customer, as the data subject pursuant to Art. 4 Clause 1 GDPR has the right to information, rectification, erasure, restriction of processing and portability of his/her personal data as well as the right to object to the processing of his/her personal data and to complain to the responsible data privacy authority, in each case pursuant to the statutory provisions including the GDPR.

13.6.Further information on data privacy and on the processing of personal data within the framework of the usage of the Store and the website of LCAT (use of cookies, Google Analytics, Facebook social plug-ins etc.) can be found in the [data privacy](#) notice that can be found separately on the website of LCAT.

14. Choice of law and place of jurisdiction

14.1.Austrian law applies to all contracts concluded with LCAT, with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and Austrian and European conflict of law rules, unless binding consumer protection provisions of the country of residence of a customer who is a consumer are to be applied.

14.2. For rulings on disputes arising from or in connection with contracts concluded with LCAT, the materially competent court for the 1st municipal district of Vienna is competent, unless the courts of the country of residence of a customer who is a consumer are competent according to binding provisions.

15. Severability clause

15.1. If a provision of these General Terms and Conditions of Business is or becomes fully or partially invalid, the validity of all the remaining provisions of these General Terms and Conditions of Business or of the contracts that they underlie remains unaffected by the invalidity of this provision. The invalid provision is to be replaced with a legally valid provision that comes as close as possible to the economic purpose pursued by the invalid provision as is legally permitted.

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Stand April 2024