

General Terms and Conditions

of

Leica Camera Austria GmbH

Commercial Register No. FN 480414 t

Commercial Court Vienna

VAT ID No. ATU72826739

Annagasse 5/3/10

1010 Vienna, Austria

Tel.: +43 1 523 56 59 34

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

Academy: akademie.AT@leica-camera.com

Website: <https://leica-camera.com/de-AT>

1. Scope of these General Terms and Conditions

1.1. All offers, deliveries, and services provided by Leica Camera Austria GmbH (LCAT) in connection with the purchase of cameras, optical devices, accessories, and the booking of photography courses (workshops) offered by the Leica Academy Austria (Academy) through the Leica Online Store Austria (Store) shall be governed exclusively by these General Terms and Conditions (GTC). These GTC shall apply accordingly to sales made at the physical store location.

1.2. Any deviating or supplementary terms and conditions of the customer shall not be binding upon LCAT unless LCAT has expressly agreed to them in writing.

2. Offers and Conclusion of Contract

2.1. The product presentations and product descriptions provided by LCAT in the Store do not constitute binding offers but merely an invitation to the customer to submit an offer by placing an order.

2.2. An order is placed by adding the selected product to the shopping cart, proceeding to checkout after completing the purchase, selecting the payment and shipping options, and, after reviewing the order once again, submitting it by clicking the button labelled "Order with obligation to pay."

2.3. By submitting the order, the customer makes a binding offer to LCAT to conclude a contract.

2.4. Upon receipt of the order by LCAT, LCAT shall send the customer an electronic order confirmation containing the order details. This order confirmation merely acknowledges receipt of the order and does not constitute acceptance of the customer's offer.

2.5. The contract shall be concluded upon LCAT's written or electronic acceptance of the customer's offer (order confirmation). The written or electronic order confirmation issued by LCAT shall be solely decisive for the content of the contract.

2.6. LCAT shall store the contract text and provide the customer with a copy upon request.

3. Prices and Shipping Costs

3.1. All prices are stated in EUR and are gross prices (including value-added tax/VAT).

3.2. Prices are exclusive of packaging costs for transportation, parcel shipping via Austrian Post AG or UPS at the respective applicable shipping rates of these carriers, and insurance costs.

3.3. The prices displayed in the Store are non-binding and subject to change without notice.

4. Payment Terms and Shipping

4.1. The following payment methods are available:

- Credit card (Visa, Mastercard, American Express, Diners Club, Discover)
- Maestro
- Apple Pay
- Google Pay
- PayPal
- Advance payment by invoice or bank transfer

4.2. Unless otherwise specified in the order confirmation, invoice, or product description in the Store, the purchase price shall be due for payment no later than three (3) days after receipt of the invoice.

4.3. LCAT shall dispatch the order after receipt of payment of the full invoice amount to the delivery address specified by the customer in the order.

Depending on the availability of the ordered product, the delivery period is generally between 2 and 14 business days, unless a longer delivery period is specified in the product description in the Store (for example, for newly released products, products not currently in stock, or temporarily sold-out items).

4.4. Shipping shall be carried out, at the customer's choice, by Austrian Post AG or UPS at the shipping rates applicable to the respective carrier. Shipping costs shall be borne by the customer.

4.5. Alternatively, the customer may reserve a product for collection at a Leica Store. In the case of reservation for collection, the invoice amount becomes due upon collection from the Leica Store.

4.6. Further information regarding shipping and payment terms is available on LCAT's website.

5. Additional Provisions and Formation of Contract for the "Installment Purchase Financing" Payment Option with Santander Online Installments

5.1. Our financing partner is:

Santander Consumer Bank GmbH
Wagramer Straße 19
1220 Vienna, Austria
Commercial Register No. 62610z
Commercial Court Vienna

5.2. The minimum financing amount is EUR 500.

If an individual product costs less than EUR 500 but the total shopping cart value exceeds EUR 500, the financing option will be displayed in the shopping cart and/or during checkout.

5.3. If you select the installment payment option (financed purchase) during the ordering process, you will be shown an order confirmation page after submitting your order (“Order with obligation to pay”) and will receive an acknowledgment email through which you can apply for financing by clicking the “Finance Now” button.

Subject to a successful credit assessment, the financing application will be processed through Santander Consumer Bank GmbH as follows:

The financing application must be fully completed within 14 days after placing the order, including:

- identity verification via Videoident or PostIdent, and
- receipt by Santander Consumer Bank GmbH of the signed financing agreement.

If the financing application, including identity verification and receipt of the signed financing agreement, is not completed within this period, no purchase contract shall be concluded.

5.4. If Santander Consumer Bank GmbH rejects the financing application, no purchase contract shall be concluded.

In such case, you remain free to place a new order and choose a different payment method.

Once the financing application has been approved, Santander Consumer Bank GmbH will notify LCAT. LCAT will then inform you by email about the shipment of the ordered items.

The purchase contract under these General Terms and Conditions shall be concluded upon receipt of this email (“Shipping Confirmation”).

In any event, a contract shall be deemed concluded no later than upon delivery of the ordered goods to you.

5.5. Please note that the purchase contract for the products purchased in the Online Store and the financing agreement (loan agreement) constitute linked contracts.

6. Taxes and Duties

6.1. For deliveries of products to customers in Austria, Austrian VAT (Value Added Tax) shall apply.

6.2. For deliveries of products to consumers in other EU member states, VAT shall be charged at the applicable statutory rate.

6.3. For deliveries of products to businesses within the EU, the VAT exemption for intra-Community supplies shall apply, provided that the customer supplies a valid foreign VAT identification number and cooperates in providing the necessary evidence (including transport documentation).

6.4. Deliveries of products to consumers in other EU member states that are collected by the customer in Austria are subject to Austrian VAT.

Where LCAT ships products to consumers in other EU member states, the distance-selling rules shall apply, and VAT shall be charged at the rate applicable in the destination country.

6.5. For deliveries of products to non-EU countries, both consumers and businesses may benefit from the VAT exemption applicable to export supplies, provided that:

- the customer cooperates in obtaining the necessary documentation (particularly export customs declarations), and
- all legal requirements are fulfilled.

This includes, in particular, the requirement that the customer does not have a residence in Austria in collection cases and, in the case of tourist exports, does not have a residence within the EU.

6.6. If import duties, taxes, customs charges, or similar fees arise when goods are delivered abroad, the customer shall be solely responsible for paying them directly and shall indemnify and hold LCAT harmless against any related claims.

6.7. If the customer accepts the products, pays the import duties, and subsequently exercises the right of withdrawal under Section 12, the customer shall be solely responsible for obtaining any refund of those import duties without the involvement of LCAT.

LCAT assumes no responsibility for the reimbursement of import duties.

LCAT will only refund the purchase price and any shipping costs paid.

If the customer refuses acceptance of the products and LCAT pays the import duties, LCAT shall be entitled to recharge these costs to the customer and deduct them from the refund amount.

7. Retention of Title

7.1. Any products delivered before full payment has been received shall remain the property of LCAT until the complete invoice amount has been paid in full.

8. Additional Provisions for Academy Workshops

8.1. The services provided by the Academy are limited to the organization and conduct of workshops and do not include transportation, accommodation, or any other travel-related services.

Accordingly, LCAT is neither a tour operator nor an intermediary for package travel arrangements or linked travel services.

Travel, accommodation, and meals are arranged independently by the participants and are not included in the workshop fee.

Any hotel stays related to workshops are booked directly between the workshop participants and the respective hotel and are subject to that hotel's offers, prices, and terms and conditions.

8.2. LCAT reserves the right to make the realization of a workshop dependent on a minimum number of participants and, where necessary to ensure the quality of the workshop, to limit the maximum number of participants.

The applicable minimum and maximum participant numbers are stated in the workshop description in the Store.

8.3. If the minimum number of participants is not reached, LCAT reserves the right to withdraw from the contract and refund the full workshop fee already paid by registered participants.

Such withdrawal due to insufficient participation must be declared after the registration deadline and no later than 14 days before the scheduled workshop date.

8.4. If the maximum number of participants is exceeded, LCAT reserves the right not to accept additional bookings.

In such cases, LCAT shall inform the customer that the workshop is fully booked and that no further registrations can be accepted.

8.5. Registration for a workshop becomes binding upon receipt of payment of the full invoice amount.

After full payment has been received, the customer will receive electronic or written confirmation of eligibility to participate in the workshop.

8.6. Following conclusion of the contract, the customer has no entitlement to cancel participation or transfer the booking to another workshop due to inability to attend.

However, at LCAT's discretion, a workshop fee already paid may be credited toward participation in another workshop within 24 months.

Refunds of workshop fees are not available.

Nevertheless, if a participant is unable to attend, the customer has the right to nominate a substitute participant.

9. Warranty and Liability

9.1. Unless otherwise provided below, LCAT shall provide warranty and be liable in accordance with the applicable statutory provisions.

9.2. The warranty period shall be two (2) years from the date of delivery, subject to the applicable legal provisions.

9.3. LCAT shall not provide warranty coverage for defects caused by improper handling of the products by the customer or by third parties.

9.4. If a defective product is delivered, LCAT must be notified and the defect must be documented.

Under warranty, the customer may initially choose either:

- repair of the product by LCAT, or
- replacement of the product,

within a reasonable period of time.

Only if repair fails or if the reasonable period set by the customer for repair expires without success, may the customer choose either:

- a reduction of the purchase price, or
- withdrawal from the contract, provided that the defect is not merely minor.

9.5. With regard to workshops conducted by LCAT, no specific outcome or success is owed. LCAT merely provides a practice-oriented platform for the teaching of photography-related knowledge and skills.

Any certificates issued by LCAT shall serve solely as proof of participation and shall not constitute evidence of any particular knowledge, qualification, or competence.

Participation in workshops is at the participants' own risk.

Participants attending outdoor workshops must conduct themselves in a manner that does not endanger themselves or other participants or cause damage to property.

Accordingly, all warranties and liability relating to workshops are excluded to the extent permitted by law.

9.6. For customers who are entrepreneurs/business entities and whose purchase constitutes a business transaction, the obligation under Section 377 of the Austrian Commercial Code (UGB) applies.

This means that goods must be inspected without undue delay after delivery and any defects must be reported immediately; otherwise warranty and damage claims resulting from defects may be excluded.

This obligation does not apply to consumers.

9.7. LCAT's liability for financial losses is limited to damages caused intentionally or through gross negligence.

9.8. LCAT shall not be liable for loss of profit or unforeseeable damages to the extent such exclusions are legally permissible.

9.9. The foregoing limitations of liability shall not affect:

- liability for death, personal injury, or damage to health; or
- liability under applicable product liability legislation.

10. Manufacturer's Guarantee

10.1. Manufacturer warranties and the applicable warranty periods (calculated from the invoice date) are specified in the respective product descriptions in the Store.

10.2. Warranty claims relating to products purchased through the Store may be asserted at any Leica Store during the applicable warranty period.

11. Export Control

11.1. For buyers who reside outside:

- the European Union,
- the United States,
- Canada,
- the United Kingdom,
- Norway,
- Switzerland,
- Liechtenstein,
- Iceland,
- Japan,
- South Korea,
- Australia, or
- New Zealand,

and/or where delivery is to be made outside those countries, the following provisions apply:

11.1.1. LCAT undertakes not to sell, supply, transfer, export, or otherwise provide products, directly or indirectly, to:

- the Russian Federation,
- the Republic of Belarus,

or for use in either of those countries.

By placing an order, the customer undertakes:

- not to resell or otherwise transfer the products purchased from LCAT to any person in Russia or Belarus;
- not to supply the products to any person with knowledge that they are intended for use in Russia or Belarus; and
- not to take the products to Russia or Belarus, even temporarily.

11.1.2. Any intentional violation of the above obligations by the customer shall result in:

- forfeiture of all warranty rights against LCAT relating to the relevant product; and

- permanent suspension of the customer's account.

12. Information on Online Dispute Resolution (ODR) for Consumer Complaints

12.1. Consumers may submit complaints through the European Commission's Online Dispute Resolution platform.

12.2. Alternatively, consumers may submit complaints directly to LCAT via email.

12.3. LCAT does not participate in alternative dispute resolution proceedings under the Austrian Alternative Dispute Resolution Act (AStG).

13. Right of Withdrawal

13.1. Customers who qualify as consumers within the meaning of the Austrian Consumer Protection Act (KSchG) have the right to withdraw from contracts for the purchase of products through the Store within fourteen (14) days without giving any reason, in accordance with Section 11 of the Austrian Distance and Off-Premises Contracts Act (FAGG).

13.2. There is no right of withdrawal for orders with a total order value, including shipping costs, not exceeding EUR 50, pursuant to Section 1(2)(1) FAGG.

13.3. Regardless of the order value, workshop bookings are excluded from the right of withdrawal because they constitute services related to leisure activities for which a specific date or period of performance is contractually agreed, pursuant to Section 18(1)(10) FAGG.

13.4. For all other consumer orders of products through the Store, the withdrawal period of fourteen (14) days begins on the day on which the consumer, or a third party designated by the consumer who is not the carrier, takes possession of the ordered goods.

13.5. The consumer exercises the right of withdrawal by sending a clear statement of withdrawal (including the consumer's name, address, product details, order date, and delivery date) by post or email to the address specified above.

The consumer may, but is not required to, use the model withdrawal form available in the Store.

The withdrawal notice shall be deemed timely if it is dispatched before the expiry of the withdrawal period.

13.6. Following a valid withdrawal:

- LCAT shall refund all payments received under the contract within fourteen (14) days of receipt of the withdrawal notice; and
- the consumer shall return the products no later than fourteen (14) days after submitting the withdrawal notice.

The return shipment shall be deemed timely if dispatched within that period.

The costs of return shipment shall be borne by LCAT.

13.7. LCAT may withhold reimbursement until it has received the returned products or until the consumer provides proof that the products have been returned, whichever occurs first.

13.8. The consumer shall only be liable for any diminished value of the products if such loss in value results from handling beyond what is necessary to establish the nature, characteristics, and functioning of the products.

13.9. If the customer accepts the products, pays any applicable import duties, and subsequently exercises the right of withdrawal, the customer shall be solely responsible for obtaining reimbursement of those import duties without LCAT's involvement.

LCAT accepts no responsibility for the reimbursement of import duties.

LCAT shall refund only the purchase price and any shipping costs paid (see also Section 6.7).

13.10. This information regarding the right of withdrawal and the model withdrawal form are available in the Store.

14. Data Protection

14.1. As data controller, LCAT processes personal data within the meaning of Article 4(1) of the General Data Protection Regulation (GDPR) that are provided by the customer during the ordering process.

Such processing is carried out to the extent necessary for the performance of the contract and in accordance with the GDPR and the Austrian Data Protection Act (DSG).

The personal data processed may include:

- name,
- date of birth,
- address,
- telephone number,
- email address, and
- bank account details.

14.2. The personal data are provided by the customer during the ordering process.

Processing is therefore based on:

- the customer's express consent, which may be withdrawn at any time (Article 6(1)(a) GDPR);
- the necessity of processing for performance of the contract (Article 6(1)(b) GDPR); and
- compliance with legal obligations, including accounting and record-retention requirements under Austrian commercial and tax law (Article 6(1)(c) GDPR).

14.3. Personal data will not be disclosed to third parties except where necessary for the purposes described above.

14.4. Personal data will be stored:

- for the duration of the business relationship;

- thereafter for customer administration purposes until the customer requests deletion; and
- for as long as required by applicable statutory retention obligations under Austrian commercial and tax law.

14.5. As a data subject under Article 4(1) GDPR, the customer has the following rights, subject to applicable legal requirements:

- right of access,
- right to rectification,
- right to erasure,
- right to restriction of processing,
- right to data portability,
- right to object to processing, and
- right to lodge a complaint with the competent data protection authority.

14.6. Further information regarding data protection and the processing of personal data in connection with use of the Store and LCAT's website (including cookies, Google Analytics, Facebook Social Plugins, etc.) can be found in LCAT's separate Privacy Policy available on its website.

15. Governing Law and Jurisdiction

15.1. All contracts concluded with LCAT shall be governed by Austrian law, excluding:

- the United Nations Convention on Contracts for the International Sale of Goods (CISG); and
- Austrian and European conflict-of-law rules,

unless mandatory consumer protection provisions of the customer's country of residence require otherwise.

15.2. Any disputes arising out of or in connection with contracts concluded with LCAT shall be subject to the jurisdiction of the court having subject-matter jurisdiction for Vienna's 1st District, unless mandatory legal provisions require the courts of the consumer's country of residence to have jurisdiction.

16. Severability Clause

16.1. Should any provision of these General Terms and Conditions be or become wholly or partially invalid, unenforceable, or ineffective, the validity of the remaining provisions of these General Terms and Conditions and of any contracts based upon them shall remain unaffected.

The invalid provision shall be replaced by a legally permissible provision that comes as close as possible to achieving the economic purpose intended by the invalid provision.

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