

General Terms and Conditions

Leica Camera France SARL

Online Purchases Workshops and Tours

1 Scope of Application

These General Terms and Conditions apply to:

- orders placed by consumers for products, workshops and tours offered in the Leica Camera France online store at <https://store.leica-camera.com/fr/fr> (the Online Store) (Online Store Orders);
- reservations for products offered in the Online Store for collection from an authorised point of sale (the Store) (Online Reservation and In Store Collection).

2 Online Store Orders

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

Online Store Orders are placed and processed as follows:

1. Select the product you require.
2. Add the product or products to your basket.
3. Check your basket.
4. Select the payment method and delivery method, if required.
5. Check your order and make any necessary changes.
6. Submit your order by clicking Buy.
7. You will receive an order confirmation email.
8. The following applies to orders for tours and workshops: once payment has been made, you will receive a second email containing authorisation to participate in the form of a ticket.

As soon as our services receive your order, the website will display an automatic acknowledgement of receipt stating your order number and the details of your purchase.

After you submit your order by clicking the Buy button, we will record the terms of the contract, namely the order, electronically for the purpose of performing the contract.

You will also receive an email confirming receipt of your order and setting out the details of the order (the Order Confirmation Email). In addition to this email, you will receive by email a copy of these General Terms and Conditions and information about the right of withdrawal applicable to purchases made through the Online Store. We recommend that you print or download this email for future reference.

The Order Confirmation Email does not constitute acceptance of your order. Your order is subject to the availability of the products ordered in our stock. No contract of sale is therefore formed by this email.

If the products ordered are unavailable in our stock, we will inform you that your order has lapsed. Otherwise, your order will be accepted within three working days of receipt of your order (working days are Tuesday to Saturday).

You will receive an email informing you that your items have been dispatched. The contract under these General Terms and Conditions is deemed to have been concluded when this email is sent (the Item Dispatch Confirmation) or, at the latest, when the products you ordered are delivered.

The Data Protection Notice relating to your order will also apply.

3 Contractual Partner of the Customer for Online Orders

Leica Camera France Sarl
134 rue du Faubourg Saint-Honoré
75008 Paris
FRANCE
Represented by:
Matthias Harsch

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

Leica Akademie France for workshops and tours
Email: akademie.france@leica-camera.com

4 Delivery and Delivery Charges

Online Store Orders:

- We deliver within metropolitan France, Monaco, Belgium and Luxembourg. If you wish to purchase a Leica product outside these delivery areas or are looking for a local distributor, please use our dealer locator to find the appropriate sales channel.
- Delivery charges, if applicable, are displayed during the ordering process.
- Depending on the products ordered, we use Chronopost, DHL or UPS as our carriers.
- Information about possible returns can be found here: [Returns](#).

Leica Store Reservation and Collection:

There are no additional service or delivery charges for reservation and collection in store.

Reservation procedure:

1. Select the product you require.
2. Choose your preferred store and check the product's availability there.
3. Add the product or products to your basket using the Reserve in Store button.
4. Enter your reservation and collection details (name, email address, telephone number and postal address).
5. Check the information for online reservation and in store collection and make any necessary changes.
6. Submit your reservation and in store collection request by clicking Confirm Reservation.
7. You will receive an email confirming receipt of your reservation.
8. The point of sale will be informed of your reservation request and you will be informed as soon as possible whether the goods are available in store or, in exceptional cases, whether your reservation request has been rejected. You will receive a notification as soon as the goods are available for collection.
9. After your reservation request has been confirmed, the goods will be held for collection at the selected store for three working days from the date of reservation. The reservation expires at the end of this period.
10. If you wish to purchase the reserved product, the purchase contract will be concluded with the selected store, namely the store operator.

5 Customer Right of Withdrawal

Consumers have a right of withdrawal in respect of orders placed through the Online Store (Right of Withdrawal). The following provisions apply:

1. For the purposes of these General Terms and Conditions, a consumer means any natural person who enters into a purchase contract for purposes which do not fall within the scope of that person's

commercial, industrial, craft, professional or agricultural activity (introductory article of the French Consumer Code).

2. We will bear the cost of returning products when the Right of Withdrawal is exercised. The procedure to follow when returning product or products under the Right of Withdrawal is available here: [Returns](#).

3. Where a purchase price is due to be refunded, we generally use the same payment method as the one used for the initial transaction. If using the same payment method is technically impossible, for example because the credit card used has expired or PayPal payment is unavailable, the purchase price will be credited to the account you have specified.

4. We reserve the right to withhold the refund until we have received the returned products or you have provided proof that the products have been returned to us, whichever occurs first.

5. The provisions of this section do not apply to workshops and tours; Section 11 of these General Terms and Conditions will apply.

6 Online Reservation and In Store Collection

The online reservation and in store collection option applies only to products and follows the process below:

1. Select the product you require.
2. Choose your preferred store and check the product's availability there.
3. Add the product or products to your basket using the Reserve in Store button.
4. Enter your details for online reservation and in store collection (name, email address, telephone number and postal address).
5. Check the information for online reservation and in store collection and make any necessary changes.
6. Submit your online reservation and in store collection request by clicking Confirm Reservation.
7. You will receive an email confirming receipt of your reservation.

Submitting your online reservation and in store collection request DOES NOT CONSTITUTE A PURCHASE.

The details you provide to us (name, email address, telephone number and postal address) and your reservation details (product, price, quantity, item number and so on) will be transmitted to the store you have selected for the purposes of reserving and collecting the products in store.

The point of sale will be informed of your reservation request and you will be informed as soon as possible whether the products are available in store or, in exceptional cases, whether your reservation request has been rejected. You will receive a notification as soon as the products are available for collection.

After your reservation request has been confirmed, the products will be held for collection at the selected store for three working days from the date of reservation. The reservation expires at the end of this period.

If you wish to purchase the reserved product, the purchase contract will be concluded with the selected store.

7 Prices and Payment

You may pay by credit card (Visa, Mastercard or Bancontact in Belgium) or PayPal.

Credit Card Payment Visa Mastercard and Bancontact

- You may pay with Mastercard, Visa or Bancontact in Belgium. The invoice amount will be debited from your bank account when you place your order. All payment data you transmit is fully protected against access by third parties.

PayPal Payment

- Pay securely using the PayPal online payment service. If you select PayPal as your payment method, we will redirect you to the PayPal website before you complete your order, or you may complete your order using the Redirect to PayPal option. Log in using your personal PayPal credentials and make your payment. PayPal will inform us directly once your payment has been received. Further information about PayPal is available at <http://www.paypal.com/fr>.

Payment for Reservation and In Store Collection

- When you choose the Online Reservation and In Store Collection option, you may pay for your order at the selected Leica store when you collect the goods.
- The payment methods available at your selected store will be shown during the reservation process.

8 Retention of Title

Leica will remain the owner of the products until the purchase price has been paid in full. This also applies in the event of any resale, processing or incorporation of the products.

9 Statutory Guarantees

If defects are found in the products, you benefit from statutory guarantees on the following terms:

Under the statutory guarantee of conformity (Articles L.217-4 et seq. of the French Consumer Code), you:

- have a period of two years from delivery of the products in which to bring a claim against the seller;
- may choose between repair or replacement of the goods, subject to the cost conditions set out in Article L.217-9 of the French Consumer Code;
- are not required to prove that the lack of conformity existed during the twenty-four months following delivery of the products.

Under the statutory guarantee for latent defects (Articles 1641 et seq. of the French Civil Code), you:

- have a period of two years from discovery of the defect in which to bring a claim against the seller;
- may seek either rescission of the sale or a reduction in the sale price in accordance with Article 1644 of the French Civil Code.

Reproduction of Statutory Provisions

Statutory Guarantee of Conformity:

Article L.217-4 of the French Consumer Code:

The seller is required to deliver goods that conform to the contract and is liable for any lack of conformity existing at the time of delivery. The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation where the seller was responsible for the installation under the contract or carried it out under the seller's responsibility.

Article L.217-5 of the French Consumer Code:

To conform to the contract, the goods must: 1. Be fit for the purpose usually expected of similar goods and, where applicable: correspond to the description given by the seller and possess the qualities presented by the seller to the buyer in the form of a sample or model; have the qualities that a buyer may legitimately expect in view of the public statements made by the seller, the producer or the producer's representative, in particular in advertising or labelling; 2. Or have the characteristics defined by mutual agreement between the parties or be fit for any special purpose sought by the buyer, brought to the seller's attention and accepted by the seller.

Article L.217-12 of the French Consumer Code:

An action resulting from a lack of conformity is time-barred two years from delivery of the goods.

Statutory Guarantee for Latent Defects:

Article 1641 of the French Civil Code:

The seller is bound by a guarantee in respect of latent defects in the goods sold which render them unfit for the purpose for which they are intended, or which so diminish that purpose that the buyer would not have acquired them, or would have paid a lower price, had the buyer known of them.

Article 1648 paragraph 1 of the French Civil Code:

An action resulting from redhibitory defects must be brought by the buyer within two years from discovery of the defect.

10 Complaints and Dispute Resolution

In the event of a dispute, and in accordance with Articles L.612-1 et seq. of the French Consumer Code, a consumer may, after an unsuccessful written complaint, have recourse to mediation free of charge by contacting the mediator. The consumer remains free to accept or refuse mediation and, where mediation is used, both the consumer and the professional remain free to accept or refuse the solution proposed by the mediator.

In addition, the European Commission provides a platform for the out-of-court resolution of disputes. It enables consumers to resolve disputes arising from their online order without bringing proceedings before a court. The dispute resolution platform is available via the external link <http://ec.europa.eu/consumers/odr/>.

11 Additional Provisions for Workshops and Tours

a Payment Terms

Workshops

You may pay by credit card (Visa, Mastercard or Bancontact in Belgium) or PayPal. For credit card payments, we will debit the amount of the invoice from the account associated with your bank card when the purchase contract is concluded. For PayPal payments, we will either redirect you to the PayPal website before the order process is completed, or you may pay for your order using the Redirect to PayPal button. Log in to the PayPal website using your credentials to access your personal PayPal account and make the payment. PayPal will inform us immediately once your payment has been received. Further information about PayPal is available at <https://www.paypal.com/fr/>.

Tours Workshops Classified as Tours

Leica may only request or accept payment of the tour price before the tour has ended if a secure payment certificate has been issued to you. Together with the authorisation to participate, we will send you the secure payment certificate; a deposit of 20% of the tour price will be due. The corresponding amount will be shown on the invoice and the balance of the tour price will be due 30 days before the tour begins. When the contract is concluded, we will debit the deposit from the account associated with your bank card. We will debit the balance of the tour price from that account 30 days before the tour begins. If you do not pay the deposit and the remaining balance by the agreed payment deadlines, we reserve the right, after reminding you of the payment deadlines, not to perform the contract and to charge you tour cancellation fees.

b Right of Withdrawal and Contract Cancellation

Workshops

Although consumers have a right of withdrawal in many cases, there is no right of withdrawal in relation to accommodation services other than residential accommodation, goods transport services, car rental, catering or leisure activities which are to be provided on a specific date or during a specific period (Article L.221-28 12 of the French Consumer Code). Our workshops are leisure activities which are to be provided on a specific date or during a specific period. Consequently, there is no right

of withdrawal and registration for a workshop is legally binding. By sending the authorisation to participate, you undertake to pay for the workshop.

Postponement or Change to the Ordered Workshop

Once the contract has been concluded, the customer may not change the order, for example with regard to the date or location of the event, participation or accommodation.

However, on a case by case basis and at its own discretion, Leica may issue a voucher corresponding to the price of the workshop registration already paid by the consumer. This voucher may only be used for a different workshop or tour offered by Leica, for which the customer must submit a new order. The voucher is valid for 24 months from its date of issue. No refund of the amount paid is possible.

Tours

The customer may cancel the tour at any time before it begins, provided that the cancellation is notified to Leica Camera France Sarl at the following address:

Leica Camera France Sarl, Leica Akademie
134 rue du Faubourg Saint-Honoré
75008 Paris
France
Email: akademie.france@leica-camera.com

If the customer cancels the tour before it begins or does not participate in the tour, Leica loses its right to receive the tour price. Instead, and provided that neither LEICA nor an event of force majeure is responsible for the cancellation of the tour, Leica may require payment of reasonable compensation for the preparations and costs it incurred before the cancellation.

The compensation will be calculated when your cancellation notice is received as follows:

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

After the contract has been concluded, the customer may not make any changes concerning the date or location of the event. This provision does not affect your statutory right to designate a replacement participant.

c Cancellation by Leica Due to Insufficient Participation

Leica may cancel the contract if the number of participants is lower than the minimum number required by the organiser. Leica will notify the customer of the cancellation no later than the 14th day before the workshop or tour. The customer will be refunded all payments made if the workshop or tour does not take place for this reason.

d Additional Provisions for Workshops

Services Not Used by the Customer

The customer may not rely on the fact that, on the customer's own initiative, the customer did not benefit from a service included in the offer in order to seek any pro rata refund of the workshop registration price from Leica.

Customer Obligations

Notification of Lack of Conformity

The customer may request a remedy if the workshop is not provided in accordance with the terms of the contract. The customer must notify Leica within two working days. If the customer fails to do so within this period, the customer may not claim a price reduction.

Limitation of Liability

Leica's contractual liability for damage other than personal injury is limited to three times the workshop participation fee:

- provided that the damage to the customer was caused neither intentionally nor by gross negligence; or
- provided that Leica is responsible for the damage suffered by the customer as a result of the fault of a service provider.

Leica's tortious liability for property damage caused intentionally or by gross negligence is limited to three times the workshop participation fee. The liability cap applies per customer and per workshop.

Applicable Law

These General Terms and Conditions are governed by French law.

This section is without prejudice to Article 6(1) of the Rome I Regulation (Regulation (EC) No 593/2008 of 17 June 2008 on the law applicable to contractual obligations), under which a contract concluded between a professional and a consumer is governed by the law of the country where the consumer has their habitual residence, provided that the professional:

- carries out their professional activity in the country where the consumer has their habitual residence; or
- directs that activity, by any means, towards that country or towards several countries including that country; and

the contract falls within the scope of that activity.

Jurisdiction

The competent courts are the courts of ordinary jurisdiction.

e Additional Provisions for Tours

Services Not Used by the Customer

The customer may not rely on the fact that, on the customer's own initiative, the customer did not benefit from a service included in the offer in order to seek any pro rata refund of the tour price from Leica.

Customer Obligations

Notification of Lack of Conformity

The customer may request a remedy if the tour is not provided in accordance with the terms of the contract. The customer must notify Leica within two working days. If the customer fails to do so within this period, the customer may not claim a price reduction.

Limitation of Liability

Leica's contractual liability for damage other than personal injury is limited to three times the tour price:

- provided that the damage to the customer was caused neither intentionally nor by gross negligence; or
- provided that Leica is responsible for the damage suffered by the customer as a result of the fault of a service provider.

Leica's tortious liability for property damage caused intentionally or by gross negligence is limited to three times the tour price. The liability cap applies per customer and per tour. This liability cap is without prejudice to the Montreal Convention, which may provide for higher compensation, in particular in relation to baggage.

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