

Standard Terms and Conditions for the Performance of Service Works

1. General

- 1.1. These Standard Terms and Conditions apply to all services and deliveries. A contract for works, services, or deliveries is concluded upon confirmation of the order or upon execution of the order.
- 1.2. Our repair offer lists defects according to defect categories. After completion of our works, you will receive a detailed repair report in our invoice.
- 1.3. Our repairs primarily aim to restore the functions. Technical alterations, which can also change the external experience of a product, are possible. This analogously also applies to the spare parts used. Replaced parts pass into our ownership.
- 1.4. After the receiving inspection we reserve the right to have the repairs carried out either at our service centre or through third parties. In case of any prior improper interference, we do not assume any liability and reserve the right to reject such service orders. We also do not assume any liability for accessories sent in, including but not limited to bags, batteries, cables or inserted films.
- 1.5. The inspection fee for preparing a repair offer is with costs if no repair is made after receipt of the offer. For cameras and accessories of 35mm format, the inspection fee amounts to €16.00 to €18.00, for medium format cameras €18.00 to €22.00 and for projectors €20.00, plus shipment expenses and VAT.

2. Prices – Packaging – Shipment - Payment

- 2.1. The prices stated in our repair offer are binding. However, we reserve the right to send a new repair offer in the case of error sources that are difficult to identify. The customer will then have the option of getting back the device without repair, against payment of the inspection fee, or of having the repair done at the new repair costs.
- 2.2. All our prices are in euros. The costs charged for the repair works are divided up into working time and spare parts. The costs for packaging, postage, freight and insurance for the return delivery are at the expense of the customer. All invoices are immediately due for payment without deduction upon collection or cash-on delivery dispatch. A deviating mode of payment or shipment is possible, but requires prior agreement.

3. Delivery and Warranty

- 3.1. All orders placed are processed as quickly as possible. However, an obligation to observe specific delivery dates is established only upon our separate written confirmation. No claims for damages can be asserted against us for orders delivered with delay.
- 3.2. The warranty period is 12 months and extends to the repair works performed and the spare parts used for this purpose.
- 3.3. Complaints are considered only in case of prompt notification. In the event of defective repair works, the customer may first only claim subsequent improvement. All further claims, also insofar as they refer to indirect damage, are excluded.
- 3.4. Warranty claims are always excluded if the defect is based on improper handling or extraordinary use of the repaired device by the customer or third parties.
- 3.5. We assume liability for proper storage of the sent-in item 6 months after completion.
- 3.6. If the order item is not collected within 4 weeks of receipt of the notice of completion, we will be entitled to charge a reasonable storage fee upon expiry of said period. If the item is not collected at the latest 3 months after receipt of the collection notice, we will be entitled to sell the order item at market value to cover our claims.
- 3.7. Any visibly damaged packaging must immediately upon delivery be notified to the delivering person. The damage to the transported goods must be notified in writing within 3 days. Complaints are considered only in case of prompt notice of defect. We can point out any transportation damage to items delivered to us if such damage is obvious.

4. No Redelivery

Repair services performed according to contract as well as goods delivered are not taken back.

5. Final Provisions

Orders and invoices are processed and issued by EDP. For lack of space, some abbreviations cannot be avoided. Our data processing system stores the customer data required for business.

- 5.1. The contractual relationship between the parties is exclusively governed by German law.

6. Validity Clause

Should individual provisions of the contract with the customer, including these Standard Terms and Conditions, be or become invalid as a whole or in part, the validity of the remaining provisions shall remain unaffected thereby.

7. Place of Performance and Place of Jurisdiction

for any deliveries and payments is Düsseldorf

Tax number: 105 / 5205 / 2321

VAT-ID No.: DE265308389