

## General Terms & Conditions

### 1. Products

The characteristics and technical features of our products are displayed on our webpage [www.roundshot.ch](http://www.roundshot.ch) and in our brochures and sales documents that are available for download. Seitz Phototechnik AG keeps the right for technical changes of these products. Our products are conceived for professional users.

### 2. Prices

Our prices are published electronically in our e-shop and in printed form in our price list (pdf). They are displayed on our website [www.roundshot.ch](http://www.roundshot.ch). Should there be different price indications (for example because of a temporary special offer) the price as shown in our e-shop is relevant.

Price indications other than Swiss Francs (Euro, US\$) are indicative only. The applicable exchange rate for converting the Swiss Franc price into other currencies is the credit card exchange rate at the moment when the card is charged or the exchange rate applied by the bank for bank transfers.

Seitz Phototechnik always invoices in Swiss Francs. When exporting our products abroad the commercial invoice must be issued in Swiss Francs. However, in the case of payment by bank transfer it is possible to issue a customer copy of the invoice in other currencies (for example in Euros or in US\$) on customer request. The applicable exchange rate is the buy-rate in Switzerland at the moment (day) of the bank transfer. Payment in other currencies is possible to a Euro or US\$ bank account.

Product prices are indicated without delivery and without local taxes and custom fees. When importing our products customs will charge VAT (Value Added Tax, especially in Europe). Delivery costs are shown in our e-shop and on our pricelist in function of weight and preferred transportation service. For customers in Switzerland (delivery in Switzerland or pick-up at our factory) Swiss VAT is charged.

### 3. Order / Reservation

#### 3.1 E-shop order

An e-shop order is completed in 8 steps:

- a) Creation of shopping basket
- b) Acceptance of General Terms & Conditions
- c) Confirmation of order (overview)
- d) Entry of delivery country and delivery mode (Swiss Post Priority or UPS Express)
- e) Display of final amount of invoice including delivery charges
- f) Entry of invoice and shipping details
- g) Choice of payment method (credit card or bank transfer)
- h) E-mail confirmation of the order

#### 3.2 Other orders

These orders are completed by exchange of information by e-mail, fax, letter or orally (for example by phone or personally/visit).

### 4. Payment

Customers have the choice between payment with credit card or by bank transfer. For customers located in Switzerland the payment can also be done by bank payment within 30 days after delivery. The same payment options are available for e-shop orders and other orders. For factory visits it is also possible to pay in cash.

#### 4.1 Payment with credit card

On placing the order in our e-shop the final amount of the invoice is authorised and stored, but not yet charged to the credit card. Accepted credit cards are shown in our e-shop. The relevant security measures for data entry and data transfer are given by the Payment Link Provider and by the credit card organisations.

For credit cards with secure code for which there is no charge-back possibility the order is accepted as is and no further security measures are required. For credit cards without secure code (for which transactions can be reversed/cancelled) we kindly ask our customers to send us a copy of the front and the back of the credit card by fax or a scan by email.

For offline or mail/phone order transactions (not entered in our e-shop) charge-back is always possible. This is why a fax or a scan of the front/back of the credit card is always required in these cases.

Seitz Phototechnik AG can, in certain cases (for example when the customer is already well known), refrain from this security measure. Seitz Phototechnik AG has also the right to cancel orders should no valid copy of the credit card be received.

Payment is due on delivery and the final amount of the invoice is charged to the credit card at that moment. Delays in credit card charges are possible (for example due to systems problems). Seitz Phototechnik AG assumes no responsibility for early or delayed credit card charges and possible exchange rate losses.

#### **4.2 Payment by bank transfer**

We ask for payment on placing the order (3.7). Once the order is received Seitz Phototechnik AG sends a confirmation to the customer including all necessary details for the bank transfer. The customer transfers the amount of the invoice in Swiss Francs including all delivery charges to the indicated bank account. Alternatively, it is also possible to fix a payment in Euro or US\$ and transfer the funds on a Euro or US\$ account of Seitz. The applicable exchange rate is the buy-rate in Switzerland at the moment (day) of the bank transfer. The bank charges abroad are covered by the customer, the bank charges in Switzerland by Seitz Phototechnik AG.

#### **4.3 Payment for customers with domicile (residency) in Switzerland**

For customers residing in Switzerland payment can also be done by bank transfer within 30 days after delivery of the goods.

### **5. Production and delivery times**

Every camera (including accessories) is custom-made for every customer. Due to a broad product range it is not possible to have all articles in stock. The estimated delivery times are available in the e-shop for every product or by request at Seitz.

### **6. Delivery**

#### **6.1 Selection of delivery service and cost**

When placing the order the customer indicates which delivery service he prefers (post, TNT, other courier services, air freight, factory visit). Seitz Phototechnik AG calculates the transportation costs effectively charged (including transportation cost, fuel surcharges, surcharges for remote areas) as well as a contribution to packaging.

#### **6.2 Delivery address**

When placing the order the customer is required to indicate an up-to-date and complete address with landline contact telephone number (no mobile phones) and email. The delivery address must correspond with the invoice address and/or the residential address of the card holder.

#### **6.3 Tracking of the delivery**

When using courier services with the possibility for tracking Seitz Phototechnik AG provides the customer with a tracking number and estimated delivery time on dispatching the goods.

#### **6.4 Risks of the delivery**

In the event of a loss or a damage caused during transport the customer is required to interact with the transport agency only. Discrepancies should be checked immediately by comparing the goods with the delivery note/invoice and the delivery weight as indicated in the documents.

#### **6.5 Taxes and customs charges**

The prices as shown in the e-shop and in the price list contain no Swiss Value Added Tax and no foreign VAT, import taxes or other charges. When delivering to a Swiss address the Swiss Value Added Tax is added to the invoice total. When delivering abroad the customer needs to pay national import taxes/charges as well as national Value Added Tax. When indicating the European VAT Number the payment of this tax can be handled electronically without cash.

### **7. Warranty and exclusion of liability**

The delivered goods bear the international 2 year Seitz warranty. Delivered components for which separate warranty agreements are issued (for example for computers/servers) bear the warranty of the manufacturer. The customer is liable for damages caused after dispatch (during transport) or caused by improper handling. Seitz Phototechnik AG cannot be held liable

for any loss caused by a product or any unsatisfactory application of the product. The customer alone is responsible for testing a product or its applications before it is used in the field.

#### **8. Money back guarantee**

The products are manufactured on order especially for the customer and cannot be returned for credit.

#### **9. Return of equipment / recycling**

Seitz Phototechnik AG respects high environmental standards and complies the WEEE directive of the European Union (2002/96/EC) which aims at the reduction of electronic waste. In light of directive 2003/08/EG article 9) 2) and point 1) of these General Terms and Conditions we offer free return of old equipment to Seitz Phototechnik AG and recycling (shipment costs are paid by the manufacturer). This service is available worldwide. For further information please consult the instruction manual.

#### **10. Protection of privacy**

Seitz Phototechnik AG treats customer information with care. Information is collected only to the extent required to complete the transaction securely. No unnecessary customer information is collected and no customer information is passed on to third parties. Sensitive customer data (for example, credit card information) is entered on a secure (encrypted https://) website. No customer data is stored on the e-shop server.

#### **11. Error and omission**

Seitz Phototechnik AG has the right to cancel transactions in the event of an error (for example, a wrong price indication) or omission.

#### **12. Jurisdiction**

These General Terms & Conditions are governed under the laws of Switzerland.  
The applicable court is Frauenfeld / Switzerland.

Lustdorf, 9 July 2010