

GENERAL TERMS & CONDITIONS

1. Products

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

2. Prices

Our prices are published in our price list (pdf) as well as for certain products electronically in our e-shop. They are displayed on our website www.roundshot.com. Should there be different price indications the price as shown in our price list 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.

All price calculations are based on Swiss currency (Swiss Franc). When exporting our products the invoice is issued in Swiss Francs. If the payment is done by bank transfer, our customers may also instruct us to convert the invoice total to Euro or US\$. A payment in Euros or US\$ is possible by bank transfer on our Euro- or US\$ -account.

Product prices are indicated without delivery and without local taxes and custom fees (Incoterms DAP – Delivered At Place). 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 10 steps:

1. Creation of shopping basket
2. Acceptance of General Terms & Conditions + Privacy Policy
3. Confirmation of order (overview)
4. Entry of delivery country and delivery mode (Swiss Post Priority or courier service)
5. Display of final amount of invoice including delivery charges
6. Entry of invoice and shipping details
7. Choice of payment method (credit card or bank transfer)
8. For credit card payments redirection to card processor to enter credit card data on secure server; for prepayment (bank transfers) the order confirmation with amount in CHF, EUR + US\$ is displayed
9. Automated e-mail confirmation of the order
10. Order confirmation by Seitz by email

The order is only valid and accepted once Seitz has sent the customer an order confirmation (pdf) via email (last step).

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). The order is only valid and accepted once Seitz has sent the customer an order confirmation (pdf) via email.

4. Payment

Customers have the choice between payment with credit card or by bank transfer. 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 orders outside our e-shop the credit card details are entered into a web payment tool.

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

Payment is due on acceptance of the order (order confirmation). 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.

4.4 Title retention

The product remains property of Seitz Phototechnik AG until the purchase price and all associated costs and expenses are paid in full. In case of a complete or partial payment delay Seitz is entitled to have the goods picked up even without consent of the customer.

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 by request at Seitz.

6. Delivery

6.1 Selection of delivery service and cost

When placing the order, the customer indicates the preferred delivery option (post, courier service, air freight, factory visit) as well as incoterms if different from DAP (DDP, ex works). Seitz Phototechnik AG calculates the transportation costs effectively charged (including transportation cost, fuel surcharges, surcharges for remote areas) as well as a contribution to the 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. For EU-customers it is also necessary to indicate an EORI-number for customs clearance as well as a valid VAT number (for companies only).

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 first interact with the transport agency. Discrepancies should be checked immediately by comparing the goods with the delivery note/invoice and the delivery weight as indicated in the documents. All shipments paid by Seitz include a transport insurance (franchise: CHF 1'000).

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, national Value Added Tax as well as the costs for customs clearance (incoterms DAP).

6.6 Pick-up of products at the factory and carrying them cross-border

If a customer chooses to pick up equipment at the factory, Seitz prepares the invoice including Swiss VAT and – for foreign customers – an export list (e-dec) for the export of the goods through Swiss customs. Once the form is scanned at the border, Seitz refunds the Swiss VAT to the customer by wiring the funds to a bank account of choice.

It is the sole responsibility of the customer to correctly declare the merchandise at Swiss and foreign customs. Seitz prepares the Swiss e-dec export list only and cannot provide any further paperwork that may be necessary for the import to other countries. Seitz bears no liability whatsoever for delays at Swiss or foreign customs, for missing or incomplete export or import documents, for additional duties or for refusal to clear the goods. Due to sometimes difficult customs clearance processes Seitz explicitly recommends having the equipment shipped cross-border or handled by an agent rather than having them carried cross-border.

7. Warranty for hardware products

7.1 New products

For all new products supplied by Seitz Phototechnik AG, a warranty period of two (2) years from the date of purchase is granted, unless otherwise expressly agreed in writing. The customer's warranty rights are limited to repair or replacement of the product.

For individual components for which the manufacturer has separate warranty terms (e.g., computers), only the manufacturer's warranty terms apply. In such cases, Seitz Phototechnik AG will assign any of its own warranty claims against the manufacturer to the customer, without assuming any liability itself.

Seitz Phototechnik AG shall not be liable for any damage occurring after the transfer of risk as a result of improper handling, use, storage, or other circumstances beyond its control. In such cases, the customer bears sole responsibility.

7.2 Used products

When selling used products, Seitz Phototechnik AG excludes all warranties for material defects, unless otherwise expressly agreed in writing.

The customer assumes all risks related to any potential defects in the product. The product is sold "as is".

To the extent permitted by law, Seitz Phototechnik AG disclaims all liability for defects regarding the quality, suitability, or functionality of the used products supplied.

7.3 Repairs

To determine the warranty period for repairs, the following distinction is made:

- a) Products that are still available for regular sale
- b) Products that are no longer available for regular sale (discontinued products)

	a) Products available for regular sale	b) Products no longer available for regular sale
Replacing components with new parts	12-month warranty applies only to the newly replaced parts	No warranty
Replacing components with pre-repaired (refurbished) parts	No warranty	No warranty

Products that are currently available for regular sale are listed in the "Webcams" or "Imaging/Photography" sections of the www.roundshot.com website. User manuals for these products can be found in the "Webcam Downloads" and "Imaging/Photography Downloads" sections.

Products that are no longer available for regular sale are listed in the "Company/History" section of the www.roundshot.com website, and their user manuals can be found in the "Vintage Product Downloads" section.

For repair services on products that are still available for regular sale at Seitz Phototechnik AG at the time of repair, the following applies:

- If the repair involves replacing components with new parts, a warranty is granted solely for the replaced new parts for a period of 12 months from the date of the repair. The customer's warranty rights are limited to having the product repaired or replaced.
- If the repair involves replacing components with refurbished parts, no warranty is provided.

For repair services on products that are no longer in stock at Seitz Phototechnik AG at the time of repair, no warranty is provided, regardless of whether new or refurbished parts are used.

Any further warranty claims are excluded, unless mandatory legal provisions state otherwise.

8. Warranty for software products

For software products the customer expressly acknowledges and agrees that the software is provided “as is” with all faults and without warranty of any kind.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). REPAIR OR REPLACEMENT IN THE MANNER PROVIDED ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR BREACH OF WARRANTY AND SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF COMPANY WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS.

9. Exclusion of liability

Seitz Phototechnik AG cannot be held liable for any loss caused by a product or any unsatisfactory application of the product, neither in the event of loss of revenue by the customer. The customer alone is responsible for testing a product or its applications before it is used in the field.

SEITZ SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF BUSINESS INVESTMENT.

10. Money back guarantee excluded

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

11. Stolen products

If equipment is reported as stolen and a new customer registers the serial numbers of such stolen equipment, Seitz may at its own discretion pass the contact details of the customer registering the equipment to law enforcement agencies or to other authorised entities.

12. Club

For products bundled with separate software (downloadable) the customer has the option to register for the “club”. By doing so, the customer explicitly accepts our Privacy Policy. Seitz may register customers automatically if they have already accepted the Privacy Policy through an e-shop order. All other registrations require a separate club registration process through an online form.

13. Return of equipment / recycling

Seitz Phototechnik AG respects high environmental standards and complies with 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.

14. 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 with the exception of stolen products outlined in section "stolen products". Sensitive customer data (for example, credit card information) is entered on a secure (encrypted https://) website. No credit card data is stored on the e-shop server electronically or on paper at Seitz. Please also refer to our separate Cookie Policy and our Privacy Policy which can be downloaded as pdf from our website.

15. Error and omission

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

16. Further conditions

Our products are delivered with software. Please observe the license conditions (software license) and the special provisions for our Livecam Service ("Livecam Conditions of Service") associated with our products which are available for download from our website.

17. Severability

Should any article of these General Terms & Conditions be held invalid or unenforceable by a court of law or other tribunal having jurisdiction over both parties, all remaining clauses shall remain valid and enforceable.

18. Jurisdiction

These General Terms & Conditions are governed under the laws of Switzerland and the applicable court is Frauenfeld / Switzerland. The U.N. Convention on Contracts for the Sale of International Goods is hereby excluded from application to these General Terms & Conditions.