

Leica Store Amsterdam is established at Van Baerlestraat 16-H, 1071 AW Amsterdam, The Netherlands Registered with the Chamber of Commerce in Hoofddorp under number 34082579

Opening hours:

- Monday 1:00 PM to 6:00 PM
- Tuesday through Saturday from 10:00 AM to 6:00 PM
- Saturday from 12:00 AM to 5:00 PM.

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VAT number: NL800886483B01

You can download the general terms & conditions as PDF.

ARTICLE 1. DEFINITONS

The following terms are capitalised in these general terms and conditions and are defined as follows unless explicitly indicated otherwise:

1. Buyer: the natural or legal person who purchases Products and/or Services from Leica Store Amsterdam, and other party in the Agreement with Leica Store Amsterdam BV in the meaning of Section 6:231 sub c of the Dutch Civil Code.
2. Order: Buyer placing an order with Leica Store Amsterdam for delivery of Products and/or Services.
3. Agreement: the agreement between Leica Store Amsterdam and Buyer on the basis of which Leica Store Amsterdam provides Buyer with Products and/or Services against payment.
4. Parties: Leica Store Amsterdam and Buyer jointly.
5. Products: all items, including documentation, drawings, (test) equipment and all other objects which are the subject of the Agreement.
6. In writing: in these general terms and conditions, 'in writing' also includes communication by email, fax, or digital communication (e.g. via an online interface) provided the identity of the sender and the integrity of the contents are adequately established.
7. Leica Store Amsterdam: the vendor of Products and contractual counter party in the Agreement with the Buyer and user of these general terms and conditions in the meaning of Section 6:231 sub b of the Dutch Civil Code.

ARTICLE 2. APPLICABILITY

1. These general terms and conditions apply to all quotations, Agreements and deliveries from Leica Store Amsterdam, of any nature whatsoever, unless such applicability is explicitly excluded in writing and/or explicitly agreed upon otherwise, wholly or partially.
2. Any general terms and conditions presented by Buyer, however named, are explicitly rejected. Any deviations from and additions to these conditions apply only if and insofar

as they have explicitly been accepted in writing by Leica Store Amsterdam.

3. If Leica Store Amsterdam has permitted any deviations from these general terms and conditions for a brief or extended period, whether tacitly or not, this will not affect its rights to as yet require direct and strict compliance with these conditions. Buyer can derive no rights from the manner in which Leica Store Amsterdam applies these conditions.

4. These conditions also apply to all agreements with Leica Store Amsterdam that involve third parties for implementation. Said third parties can directly appeal to these conditions in claims against Buyer, including possible limitations of the liability.

5. Should one or more of the stipulations of these general terms and conditions or any other Agreement with Leica Store Amsterdam conflict with a compelling legal stipulation or any applicable legal regulation, the relevant stipulation will be cancelled and replaced with a new comparable stipulation, permissible by law, to be set down by Leica Store Amsterdam.

6. The Buyer who has been contracted under these conditions once is expected to automatically agree to the applicability of these conditions to an Agreement signed with Leica Store Amsterdam at a later date.

7. In case of conflict between the contents of an Agreement signed between the Buyer and Leica Store Amsterdam and the conditions at hand, the contents of the Agreement shall prevail.

8. The laws of the Netherlands apply to all present and future agreements entered into by Leica Store Amsterdam. This choice of law leaves intact the consumer's protection under the imperative law of the country of his or her place of residence.

ARTICLE 3. QUOTATIONS AND TENDERS

1. All quotations from Leica Store Amsterdam are revocable and are presented free of obligation, unless indicated otherwise in writing.

2. A composite estimate does not obligate Leica Store Amsterdam to supply part of the Products and/or Services included in the quotation at a corresponding part of the price quoted.

3. The content of the delivery is determined exclusively by the description of the delivery presented in the quotation. If the acceptance deviates (in matters of detail) from the supply included in the quotation, Leica Store Amsterdam is not bound by this. In that case, the Agreement will not be established in accordance with this deviating acceptance, unless Leica Store Amsterdam specifies otherwise.

4. If an Agreement is quoted based on subsequent costing, the prices presented only serve as recommended price, as Leica Store Amsterdam will pass on the hours actually worked as well as the costs it actually incurred.

5. Apparent errors or mistakes in the quotation from Leica Store Amsterdam are not binding for Leica Store Amsterdam.

6. The prices in the Leica Store Amsterdam quotations do not include VAT or other government levies unless expressly indicated otherwise.

7. Leica Store Amsterdam is free to change its prices at any given time. Consequently, quotations do not automatically apply to future Orders.

ARTICLE 4. ESTABLISHING THE AGREEMENT

1. With the exception of the following stipulations, an Agreement with Leica Store Amsterdam is not established until Leica Store Amsterdam has, respectively, accepted or confirmed an Order in writing. The order confirmation is assumed to present the Agreement correctly and completely, unless the Buyer protests this immediately, in writing.
2. In deviation from the provisions of paragraph 1 of this article, the Agreement for Orders placed via the Leica Store Amsterdam website is not established until the moment Buyer has completed all steps of the online ordering process successfully. Leica Store Amsterdam will then confirm the Order to Buyer in writing.
3. Leica Store Amsterdam is only committed to later additional agreements or changes to agreements if Leica Store Amsterdam confirms these in writing within five (5) days.
4. The invoice for Agreements or transactions for which, according to their nature and scope, no written tender or order confirmation is sent are assumed to present the Agreement correctly and completely, with the exception of written objections submitted within eight (8) days after the invoice date.

ARTICLE 5. DELIVERY

1. Unless agreed upon otherwise, delivery is made from the Leica Store Amsterdam or its fulfillment warehouse in Nieuw-Vennep.
2. If any Products are delivered to a delivery address Buyer has specified, the Products are transported at Leica Store Amsterdam's risk.
3. The Buyer must ensure that the location to which the Products are to be delivered is on the ground floor and easily accessible and open for the transport and/or delivery of the Products over a paved road.
4. The selection of the means of transport and the carrier is up to Leica Store Amsterdam, for non-prepaid freight as well, when Buyer has not given any instructions for the shipment. Obstructions or temporary circumstances hindering transport by the carrier selected or due to the means of transport selected do not require switching to a different means of transport.
5. If Buyer sets specific requirements with respect to packaging to be used by Leica Store Amsterdam, all costs for the packaging will be charged to Buyer. Leica Store Amsterdam does not take packaging materials in return.
6. Products that are ready to be picked up or shipped must be picked up at the delivery location or received within a reasonable period.
7. If it turns out that the Products cannot be delivered to the Buyer due to a cause within the Buyer's scope of influence, Leica Store Amsterdam reserves the right to store these Products, or have them stored, at Buyer's expense, without any of this causing Leica Store Amsterdam to be liable for damage, devaluation, loss or otherwise. During storage, Leica Store Amsterdam will enable Buyer to pick up or receive the Products as yet, within a term of 30 days. This applies unless Leica Store Amsterdam has expressly specified another term in writing.
8. If Buyer continues to fail to meet its obligations even after the term referred to in the previous paragraph of this article has expired, Buyer is legally in default and Leica Store Amsterdam is entitled to terminate the Agreement entirely or in part, in writing and with immediate effect, without prior or more detailed proof of default, without intervention from the court and without being obligated to pay any compensation for damage, costs or interest. In such a case Leica Store Amsterdam is entitled to sell the

Products to third parties or to use them to implement other agreements. The above-mentioned does not alter Buyer's obligation to pay the purchase price agreed upon as well as possible storage and/or other costs.

ARTICLE 6. DELIVERY TERMS

1. Any term for delivery specified by Leica Store Amsterdam Products is only indicative. A specified delivery term can therefore never be considered as a deadline. If a term is exceeded, the Client must therefore declare Leica Store Amsterdam to be in default, in writing. Leica Store Amsterdam must be offered a reasonable term to implement the Agreement as yet.

2. If delivery cannot be made from stock, the delivery term is the period the producer requires to manufacture and/or deliver the order; this takes effect on the day on which the Agreement was finalised and Leica Store Amsterdam received all data required for implementation.

3. The Client ensures that all information which Leica Store Amsterdam indicates to be necessary or which should reasonably be understood by the Client as being necessary for implementing the Agreement is provided to Leica Store Amsterdam in a timely manner. If the data required for implementation of the Agreements are not provided to Leica Store Amsterdam in time, Leica Store Amsterdam is entitled to suspend implementation of the Agreement and/or charge the Client for the additional costs ensuing from the delay, according to the normal rates.

4. Leica Store Amsterdam is permitted to deliver the Products sold in parts, invoice each part separately and demand payment in accordance with the applicable payment conditions.

ARTICLE 7. INSPECTION AND COMPLAINTS

1. The Buyer must check the products delivered for possible deviations from what was agreed upon, immediately after delivery. Any complaints pertaining to the Products delivered must be submitted to Leica Store Amsterdam no later than fourteen (14) days after delivery, in writing and accompanied by the packing list included in the delivery. After the above-mentioned term has expired, the products delivered are considered as irrevocably and unconditionally accepted by the Buyer. The Buyer must keep the defective Products available for Leica Store Amsterdam. Submitting a complaint does not suspend the payment obligation of the Buyer with respect to the relevant Products.

2. Should the Products be visibly damaged externally upon arrival, the Buyer must submit a written reservation on the matter against the carrier by means of an entry on the receipt and must notify Leica Store Amsterdam of the same within 48 hours after receipt, in deviation from the provisions of paragraph 1 of this article.

3. Leica Store Amsterdam will note any drawings, technical descriptions, models, specimens, samples, images, colours, weights, sizes and material specifications faithfully and as accurately as possible. These informative data are not binding, however. Deviations in Products delivered within margins customary in the sector must be accepted and do not entitle the Buyer to any complaints, replacement, damage compensation or any other right, unless a smaller margin for deviations was explicitly agreed upon in the Agreement.

4. If the Buyer has mounted or processed any Products, complaints are no longer permitted, regardless of the grounds, including the case of incorrect delivery, even if

such complaints were submitted within the stipulated term; in such cases Leica Store Amsterdam is not obligated to pay compensation of any nature whatsoever.

ARTICLE 8. CONSIDERATION PERIOD AND RIGHT OF WITHDRAWAL

1. If a distance purchase is involved, the offer will also imply a consideration period of 14 days, starting on the day after receipt by or on behalf of the Buyer, unless agreed upon otherwise. In that case the purchase is not final until 14 days after the Product was received. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by e-mail). You may use the model revocation form which can be found under 'Shipping & Returns' but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired.

2. During the consideration period the Buyer has a right of withdrawal, providing the Buyer with the opportunity to return the Products received without obligation.

3. The Buyer can invoke the right of withdrawal by informing Leica Store Amsterdam of its intention within a 14-day period after receipt by or on behalf of the Consumer, in writing or by email. The written statement should be sent by email to sales@leicastoreamsterdam.nl. The Buyer can use the return form made available by Leica Store Amsterdam on its website for this purpose but is not obligated to do so.

4. If the Buyer invokes a right of withdrawal, Leica Store Amsterdam will pay back the amount that the Buyer may have already paid no later than 14 days after receipt of the return of the Products sent.

5. The Buyer can only actually use its right of withdrawal if the relevant Products are returned complete and undamaged. However, the Buyer can remove the Product from the packaging, mount it and use it insofar as necessary to assess whether the Product meets the Buyer's expectations as long as the Product can be returned in undamaged condition. After invoking its right of withdrawal, the Buyer must return the Products delivered to Leica Store Amsterdam within 14 days. The costs for this are charged to the Buyer.

6. Customised Products and Products created in accordance with specifications from the Buyer are excluded from the trial period and the right of withdrawal. Leica Store Amsterdam will always state this exclusion for each Product on the website. The right to cancel does not apply to the following kind of contracts: Contracts for the supply of goods that are made to the consumer's specifications or are clearly personalised.

ARTICLE 9. GUARANTEE

1. With the exception of possible guarantee rights the law allocates to the Buyer and which are of a legally binding nature, Leica Store Amsterdam only grants guarantee on Products sold by Leica Store Amsterdam if and only insofar as this has been agreed upon in writing. The guarantee granted is in all cases a so-called 'Carry In - Carry Out' guarantee, which implies that if there is a guarantee, Buyer must always be responsible for providing the parts or products under guarantee to the appraiser appointed by Leica Store Amsterdam. After repair/replacement, Buyer must pick up the Products or parts

again itself at the geographical address indicated by Leica Store Amsterdam.

2. Any items that are transported or sent to Leica Store Amsterdam for repair, replacement or assessment, under guarantee, remain at Buyer's risk at all times, regardless of who decided the transport or shipment method and regardless of who pays the costs for that.

3. Leica Store Amsterdam explicitly does not grant any guarantee on parts subject to wear insofar as the wear that occurs may be expected during normal use for which the Product is intended.

4. If complaints have been submitted in a timely manner, correctly and according to the stipulations in Article 7, and in the opinion of Leica Store Amsterdam it has been demonstrated satisfactorily that the Products are defective, Leica Store Amsterdam has the option of either resupplying the Products that turned out to be defective at no charge against return of said Products, or repair the relevant Products, or give the Buyer a discount on the purchase price in mutual consultation, unless Leica Store Amsterdam and Buyer were to have explicitly agreed otherwise in a written Agreement.

5. By doing either of the above, Leica Store Amsterdam will have fully discharged its guarantee obligations and will not be obligated to pay any further (damage) compensation.

6. If Leica Store Amsterdam delivers Products to Buyer which Leica Store Amsterdam has acquired from suppliers, Leica Store Amsterdam is never held responsible for further guarantee or liability vis-à-vis Buyer other than that which Leica Store Amsterdam is entitled to from its supplier.

7. If any Products supplied under factory or importer guarantee are returned for evaluation of the guarantee by the relevant manufacturer or importer, the costs for which Leica Store Amsterdam may be charged will be charged to the Buyer. Transport or shipment of the relevant replacement or repair for evaluation is charged to Buyer.

8. Should the Buyer make any repairs or adjustments without prior permission from Leica Store Amsterdam or have them made by third parties, Leica Store Amsterdam will not be liable for meeting its guarantee obligations. This also applies if Buyer or affiliated parties made improper use of the Products, which in any event means: any use for which, reasonably and according to the user manual, the Product is not intended.

ARTICLE 10. PRICE CHANGES

1. If one or more change(s) was/were made to the cost factors after the Agreement was finalised but before delivery, Leica Store Amsterdam is entitled to adapt the price agreed upon accordingly. Leica Store Amsterdam is in any event authorised to charge for additional costs if any cost-increasing circumstances which Leica Store Amsterdam, in all fairness, did not have to take into consideration, and which cannot be attributed to Leica Store Amsterdam or which are significant in comparison to the price of the delivery.

2. Furthermore, insofar as these changes take place after the quotation date, the following will be completely passed on to the Buyer:

a. changes in taxes, import duties, levies, wages, terms of employment, social insurance or other liabilities imposed by the Dutch government (including the European government) and/or trade unions;

b. changes in wages, terms of employment, CLAs, VAT or social security, etc., made by the government or trade unions if the prices of suppliers change;

c. price increases as a consequence of exchange rates, wages, raw materials, semi-

finished products, packaging material, etc.

3. If in Leica Store Amsterdam's opinion cost-increasing circumstances have arisen, it will adequately inform the Buyer of this as soon as possible in writing.

4. If Leica Store Amsterdam increases the price after the agreement is finalised but before delivery, and this increase has an impact on the purchase price of an agreement signed between the Buyer and Leica Store Amsterdam, the Buyer is entitled to terminate the Agreement with Leica Store Amsterdam free of charge, unless Leica Store Amsterdam states that it will still implement the Agreement at the original price. If the Buyer wishes to terminate the Agreement with Leica Store Amsterdam in the event of a price increase, the Buyer must inform Leica Store Amsterdam of its intention to terminate the Agreement by means of registered mail within 14 days after notification of the price increase.

ARTICLE 11. INVOICING AND PAYMENT

1. Unless explicitly agreed upon otherwise, payment is made in advance by means of a payment method offered by Leica Store Amsterdam on its website such as iDeal, Bancomat, Paypal etc.

2. Leica Store Amsterdam is entitled to demand complete or partial payment in advance from the Buyer at the commencement of the Agreement. Advance payments must be made immediately after the Agreement is realised and are subtracted from the (last) invoice.

3. Buyers can never receive deliveries on account.

4. If Buyer exceeds the credit facilities offered by the Vendor, Vendor is entitled to refuse any orders from Buyer or have Buyer pay in advance without allowing Buyer to apply a payment discount for this. Furthermore, Leica Store Amsterdam is entitled to refuse payment on account at any given time, even if Leica Store Amsterdam did permit this previously.

5. If making payments by means of an invoice is agreed upon, these invoices must be paid within the payment period stated on the invoice or otherwise agreed upon, without any settlement or discount, into an account to be specified by Leica Store Amsterdam, in the currency in which the invoice is drawn up.

6. After the payment period agreed upon has expired, the Buyer is legally in default without further proof of default for this being required.

7. From the time it enters in default with respect to the amount due, the Buyer is liable for an interest of 1% per month, unless the legal commercial interest is higher in which case the legal commercial interest prevails. All (extra)judicial costs incurred by Leica Store Amsterdam to obtain satisfaction, both legally and otherwise, are charged to the Buyer from that time on. In that event the Buyer is liable for compensation of at least 15% of the outstanding amount, with a minimum of €150.00. If the costs actually incurred and to be incurred by Leica Store Amsterdam exceed this amount, they will also qualify for compensation.

8. If the Buyer has not met its payment obligations in a timely manner, Leica Store Amsterdam is authorised to suspend compliance with the obligations with respect to delivery and/or implementation of the work assumed for the Buyer until payment has been made or the proper security for it has been furnished. The same applies before the moment of being in default if Leica Store Amsterdam reasonably suspects that there are reasons to question the Buyer's creditworthiness.

9. Claims from Leica Store Amsterdam and the Buyer's obligations to Leica Store

Amsterdam are immediately due in the event of the Buyer's liquidation, bankruptcy, debt restructuring or suspension of payment or request for same.

10. If for any reason whatsoever the Buyer has submitted one or more counterclaims against Leica Store Amsterdam, the Buyer shall relinquish its right to settlement.

Relinquishing the right to settlement as referred to also applies if the Buyer applies for (provisional) suspension of payment or is declared bankrupt.

ARTICLE 12. RETENTION OF TITLE

1. All Products supplied by Leica Store Amsterdam remain the property of Leica Store Amsterdam until such time as the Buyer has fully met all its payment obligations to Leica Store Amsterdam pursuant to any Agreement signed with Leica Store Amsterdam to deliver Products and/or perform work and/or Services, including claims pertaining to shortcomings in compliance with such an Agreement.

2. A Buyer acting as retailer is not entitled to sell or pass on the Products subject to Leica Store Amsterdam retention of title even if that is customary in the framework of normal operational management.

3. The Buyer is not permitted to establish limited rights to Products subject to Leica Store Amsterdam retention of title. If any third parties (wish to) establish (limited) rights to the Products subject to the retention of title, Buyer shall promptly inform Leica Store Amsterdam of that.

4. Leica Store Amsterdam retains the right of nonpossessory lien on Products delivered which became the property of the Buyer following payment, in order to furnish security for claims, other than those mentioned in Section 3:92(2) of the Dutch Civil Code, which Leica Store Amsterdam might still have against the Buyer for any reason whatsoever.

5. The Buyer is obligated to keep the Products delivered under retention of title separate, or have them kept separate, from other Products with due care and as recognisable property of Leica Store Amsterdam.

6. The Buyer is obligated to insure the Products against damage from fire, explosion and flooding as well as against theft for the duration of the retention of title, and present the policies of said insurance to Leica Store Amsterdam for inspection on first request. As soon as Leica Store Amsterdam requires it, the Buyer shall automatically pledge all claims of the Buyer to insurers of the Products pursuant to the above-mentioned insurance to Leica Store Amsterdam in order to provide more security for claims of Leica Store Amsterdam against the Buyer.

7. If deliveries are made to Germany and the Buyer forms a new good using Products supplied (in part) by Leica Store Amsterdam, the Buyer shall only form this good for Leica Store Amsterdam and the Buyer shall hold the new Product until it has paid all amounts due pursuant to the Agreement; In that event Leica Store Amsterdam retains all rights as the owner of the new Product until the time of complete payment by the Buyer.

ARTICLE 13. SUSPENSION AND TERMINATION

1. If the Buyer or Leica Store Amsterdam continue to fail to meet their obligations ensuing from the Agreement, the other Party is entitled, without prejudice to the relevant stipulations in the Agreement, to terminate the Agreement extrajudicially by means of a registered letter. The termination will not take place until the Party declared in default has been notified in writing and has been offered a reasonable term to rectify

the shortcomings.

2. Furthermore, the one Party is entitled, without this requiring any notice or proof of default, to extrajudicially terminate the Agreement immediately, entirely or partially, by means of a registered letter if:

a. the other Party applies for (provisional) suspension of payment or if this Party is granted (provisional) suspension of payment;

b. the other Party applies for its own bankruptcy or is declared bankrupt;

c. the other Party's company is liquidated;

d. a significant part of the other Party's company is taken over;

e. the other Party discontinues its company;

f. a significant part of the capital of the other Party is attached, outside of this Party's control, or if the other Party must no longer be considered capable of meeting the obligations in the Agreement.

3. If the Buyer has already received goods or services under the Agreement at the time of termination, it can only terminate the Agreement in part, and exclusively for the part that has not yet been executed by or on behalf of Leica Store Amsterdam

4. The Buyer shall, without prejudice, remain liable to Leica Store Amsterdam for any amounts for which it was invoiced by Leica Store Amsterdam before termination and that pertain to the services already provided by Leica Store Amsterdam in execution of the Agreement. Said amounts shall be due immediately at the time of termination.

5. If the Buyer does not, does not fully or does not timely comply with any obligation ensuing from the Agreement after being declared in default for that reason, Leica Store Amsterdam is entitled to suspend its obligations to the Buyer, without being liable for any damage compensation to the Buyer. Leica Store Amsterdam is also entitled to this under the conditions referred to in paragraph 2 of this article.

ARTICLE 14. LIABILITY

1. If Leica Store Amsterdam is liable for damage, such liability is limited to compensation for direct damage and up to a maximum of the invoice value of the Agreement (not including VAT) to which the liability pertains. Under all circumstances, this liability shall be limited to the amount Leica Store Amsterdam's insurer will pay with respect to this matter. Direct damage is defined exclusively as:

a. the reasonable costs incurred to assess the cause and scope of the damage, insofar as this assessment pertains to damage in the meaning of these general terms and conditions.

b. possible reasonable costs incurred to bring the inadequate performance of Leica Store Amsterdam into compliance with the Agreement, unless such performance cannot be attributed to Leica Store Amsterdam.

c. reasonable costs incurred to prevent or limit the damage, insofar as Buyer demonstrates that these costs have resulted in limiting the direct damage as referred to in these general terms and conditions.

1. Leica Store Amsterdam is never liable for any indirect damage, including injury, follow-up damage, lost profit, missed savings, wages, cost of materials, damage due to business interruption, environmental damage and damage as a result of fines imposed due to not meeting handover/delivery terms.

2. Leica Store Amsterdam is not liable for damage, of any nature whatsoever or in any form whatsoever, due to it using incorrect and/or incomplete data provided by Buyer.

3. The limitations of the liability for direct damage included in these general terms and

conditions do not apply if the damage is attributable to intent or gross negligence on the part of Leica Store Amsterdam.

ARTICLE 15. STATUTE OF LIMITATIONS

In all cases, the period within which Leica Store Amsterdam can be held liable for damage compensation is limited to 12 months, from the time the damage was detected and up to a maximum of one (1) year after delivery of the relevant Products or Services to which the damage pertains.

ARTICLE 16. FORCE MAJEURE

1. The Parties are not required to comply with any obligation if they are impeded from doing so as a result of a circumstance that is not attributable to fault and for which they are not accountable pursuant to the law, a legal action or generally accepted standards.
2. In these general terms and conditions, in addition to the relevant definitions in the law and jurisprudence, force majeure refers to all causes from the outside, foreseen or unforeseen, which Leica Store Amsterdam cannot control, but which are the reason Leica Store Amsterdam is unable to meet its obligations. Work strikes in Leica Store Amsterdam's company or the relevant manufacturer or supplier are included in this.
3. Leica Store Amsterdam is also entitled to appeal to force majeure if the circumstances which impede (further) compliance commence after Leica Store Amsterdam should have met its obligation.
4. The Parties can suspend the obligations in the Agreement for the duration of the force majeure. If this period is longer than 30 days, each of the Parties is entitled to terminate the Agreement, without the obligation of paying damage compensation to the other Party.
5. Insofar as Leica Store Amsterdam has already partially met its obligations in the Agreement at the time force majeure commenced, or will still be able to meet them, and independent value is allocated to the part already met or still to meet, respectively, Leica Store Amsterdam is entitled to invoice separately for the part already met or still to meet, respectively. Buyer is obligated to pay this invoice as if it were a separate Agreement.

ARTICLE 17. INDEMNITY

The Buyer indemnifies Leica Store Amsterdam from any claims from third parties subject to damage related to implementation of the Agreement, and the cause of which is attributable to a party other than Leica Store Amsterdam. Should third parties exercise such a claim against Leica Store Amsterdam the Buyer is obligated to assist Leica Store Amsterdam with both extrajudicial and judicial support and immediately do everything that could be expected from it. Should the Buyer remain in default with respect to taking adequate measures, Leica Store Amsterdam is entitled, without proof of default, to take them itself. All costs and damage on the part of Leica Store Amsterdam and third parties so created are entirely the responsibility of and at the risk of the Buyer.

ARTICLE 18. INTELLECTUAL PROPERTY

1. Without prejudice to the other stipulations in these general terms and conditions, Leica Store Amsterdam reserves the rights and authorisations it is due based on the Copyright Act.
2. By making information available to Leica Store Amsterdam, the Buyer declares that no copyrights or any other intellectual property right of third parties have been infringed upon, and indemnifies Leica Store Amsterdam judicially and extrajudicially from all consequences that (may) ensue from this.
3. All documents made available by Leica Store Amsterdam, such as reports, recommendations, orders, designs, sketches, drawings, software, etc., can be used by the Buyer and reproduced by the Buyer for its own use within its own organisation. Buyer must not publish or inform third parties of any documents provided by Leica Store Amsterdam without prior permission from Leica Store Amsterdam, unless the nature of the documents provided prompts this to change.
4. Leica Store Amsterdam reserves the right to use the knowledge gained by implementing the work for other purposes, insofar as no confidential information is thereby made available to third parties.

ARTICLE 19. APPLICABLE LAW AND CHOICE OF COURT

1. Dutch law applies to all agreements signed by and to be signed by Leica Store Amsterdam.
2. Any disputes, including those that are only considered as such by one of the parties, arising as a result of an agreement to which these conditions apply entirely or partially, or as a result of other agreements which ensue from a similar agreement, will only be settled by the competent court for the location of Leica Store Amsterdam headquarters, unless a compelling stipulation of the law does not allow for that. This does not prejudice the fact that Leica Store Amsterdam can agree with the Buyer to have the dispute settled through independent arbitration.

ARTICLE 20. AMENDMENT AND EXPLANATION OF THE TERMS AND CONDITIONS

1. In the event of explanation of the contents and purport of these general terms and conditions as well as in the event of conflict between the content or explanation of possible translations of these general terms and conditions and the Dutch version, the Dutch version will always be decisive.
2. The most recently registered version and/or the version in effect at the time the Agreement was established always applies.