

## **General Terms and Conditions for the Olympus Online Shop**

§ 1 Scope

§ 2 Contract conclusion

§ 3 Consumer's right of return

§ 4 Prices

§ 5 Delivery

§ 6 Due date and payment, default

§ 7 Offsetting, retention

§ 8 Reservation of ownership

§ 9 Liability for defects

§ 10 Collecting, processing and using our clients' personal information

§ 11 Applicable law

### **§ 1 Scope**

The following General Terms and Conditions, as amended on the date of order, shall exclusively apply to the business relationship between Supplies Distributors SA, of which the registered offices are located at rue Louis Blériot 5, 4460 Grâce-Hollogne, registered with the Liège Trade Registry under the No. 208.795, VAT No. BE 475.286.142 (hereinafter referred to as "SDSA," "we," "us") and the Buyer. SDSA will not accept different terms and conditions of the Buyer, unless their validity had been approved by SDSA in writing.

Contact: [shop.support@olympus.eu](mailto:shop.support@olympus.eu)

## **§ 2 Contract conclusion**

Orders may be placed exclusively online at the website of the Olympus Shop at <http://shop.olympus.ie> which is available in English, French, Spanish, Dutch and German language. Before placing the order the Buyer may review and change the order data at anytime in the shopping basket area of the website. The customer may identify and correct input errors at anytime before finally submitting the order by clicking the "submit order" button by reviewing the order and the price, reviewing the details of each product and selecting or deselecting a product.

Orders placed by clicking the "submit order" button by the Buyer constitute a binding offer to us to enter into a purchase agreement. However, orders may be placed and transmitted only, if the Buyer accepts these General Terms and Conditions by placing a checkmark in the appropriate check box, thereby including them into his offer.

Once the Buyer has placed an order with SDSA, we will send him an e-mail confirming receipt and listing details of the order (order confirmation) without undue delay. This order confirmation does not constitute acceptance of the offer, but is only intended to inform the Buyer that we received his order. A contract of sale comes about only, when we ship the ordered product to the Buyer and confirm shipping with a second e-mail (shipping confirmation).

No contract of sale comes about for products from one and the same order not listed in the order confirmation. SDSA shall be the contracting party. SDSA does not offer products for purchase by minors. Our products for children may only be purchased by adults. The concluded contract will be filed by SDSA and is available for the Buyer on request. You may request a copy of your contract via [shop.support@olympus.eu](mailto:shop.support@olympus.eu).

## **§ 3 Consumer's right of return**

### **INSTRUCTIONS**

AS A CONSUMER YOU ARE ENTITLED TO RETURN THE MERCHANDISE WITHIN TWO WEEKS WITHOUT GIVING REASONS. THE DEADLINE SHALL BEGIN ON THE DAY FOLLOWING THE DATE OF RECEIPT OF THE MERCHANDISE, AT THE EARLIEST, IF YOU HAVE ALSO ALREADY RECEIVED THESE RETURN INSTRUCTIONS IN WRITING AT THIS TIME. RETURN SHALL BE EFFECTED BY DECLARING A REQUEST FOR

RETURN IN WRITING OR BY RETURNING THE MERCHANDISE TO:

SUPPLIES DISTRIBUTORS SA

RUE LOUIS BLÉRIOT 5

4460 GRACE-HOLLOGNE

BELGIUM

TO OBSERVE THE DEADLINE, TIMELY MAILING OF THE REQUEST FOR RETURN OR THE MERCHANDISE SHALL BE SUFFICIENT.

MERCHANDISE THAT CAN BE SHIPPED MUST BE RETURNED AT OUR EXPENSE AND RISK TO THE ADDRESS LISTED ABOVE. NOTWITHSTANDING THE ABOVE, YOU WILL BE RESPONSIBLE FOR THE REGULAR RETURN SHIPPING COSTS, IF THE VALUE OF THE MERCHANDISE TO BE RETURNED DOES NOT EXCEED € 40.00, OR IF THE PRICE

IS HIGHER, BUT YOU HAVE NOT YET PAID THE EQUIVALENT OR MADE A PARTIAL PAYMENT AT THE TIME OF THE CANCELLATION, UNLESS THE DELIVERED MERCHANDISE DOES NOT CORRESPOND TO THE ORDERED MERCHANDISE.

MERCHANDISE THAT CANNOT BE SHIPPED WILL BE PICKED UP FROM YOU.

SDSA WILL REFUND THE ALREADY PAID PURCHASE PRICE WITHIN 30 DAYS BY THE LATEST. AFTER RECEIVING THE MERCHANDISE YOU MAY EXAMINE IT CAREFULLY AND CAUTIOUSLY.

IMPORTANT: THE RIGHT OF RETURN IS EXCLUDED, IF A SOFTWARE PRODUCT IS ACQUIRED THROUGH DOWNLOADING OR FORWARDING OF A KEY TO ACTIVATE THE

SOFTWARE. FURTHERMORE, THE RIGHT OF RETURN WILL EXPIRE, IF YOU UNSEAL THE DATA CARRIER (E.G. DISKETTE, CD OR DVD) THAT STORES THE SOFTWARE.

END OF INSTRUCTION

## § 4 Prices

The price of a product listed on the SDSA website includes sales tax; shipping costs, bank and credit card fees, however, are additional (unless specified otherwise). The price listed on the order confirmation shall be the final price including all applicable taxes (including sales tax). This price includes the product's price as well as any shipping and delivery costs. Bank fees and fees that become due when paying by credit card are not included to the price listed on the order confirmation.

## § 5 Delivery

SDSA will make every effort to deliver the merchandise as soon as possible and in any event within 30 days of acceptance of the order. SDSA ships all orders via a parcel service (e.g. UPS, DHL, DPD). The Buyer shall not be entitled to compensation or contract cancellation due to a delay in delivery, unless the delay was caused by SDSA or a partner company, and can be attributed to intent or gross negligence. If the delay in delivery exceeds 30 days, the Buyer shall be entitled to withdraw from the contract.

If SDSA is unable to deliver the ordered merchandise through no fault of its own, because our supplier does not fulfill its contractual obligations, we shall be entitled to withdraw from the contract vis-à-vis the Buyer. In this case the Buyer will be advised immediately of the unavailability of the product. The Buyer's statutory claims shall be unaffected thereby.

SDSA will return the sums paid by you in a period of 30 days beginning with the day after the end of the delivery period if we cannot supply the product purchased by you because it is not available. Insofar as it is impossible to effect delivery to the Buyer, because the delivered merchandise does not fit through the Buyer's entrance door, front door, or the staircase, or because the Buyer cannot be found at the address he indicated, although the Buyer was apprised of the delivery date with a reasonable period of time, the Buyer shall bear the costs for the unsuccessful delivery.

## **§ 6 Due date and payment, default**

The Buyer may pay the purchase price exclusively by credit card. If the Buyer is in default, SDSA shall be entitled to charge default interest in the amount of 5% p.a. above the base lending rate announced by the European Central Bank. If SDSA can prove that it incurred a higher damage caused by the default, we shall be entitled to assert these claims.

## **§ 7 Offsetting, retention**

The Buyer shall have the right to offset.

## **§ 8 Reservation of ownership**

The delivered merchandise shall remain the property of SDSA until payment is effected in full.

## **§ 9 Liability for defects, Warranty**

If the object of sale is defective, the statutory provisions shall apply. Warranty claims on the part of the Buyer may not be assigned. Unless specified otherwise below, further claims on the part of the Buyer – for whatever legal reasons – shall be excluded. Thus, SDSA shall not be responsible for damages that do not involve the delivery item itself; in particular, SDSA shall not be liable for lost profit or for other financial losses incurred by the Buyer. Insofar as the contractual liability by SDSA is excluded or limited, this shall also apply to the personal liability of employees, representatives or vicarious agents.

The aforementioned limitation of liability shall not apply to the extent that the cause of damage is based on intent or gross negligence, or if personal injury is involved. It shall also not apply, if the Buyer asserts claims regulated by law.

If supplementary performance was affected by way of replacement delivery, the Buyer shall be obligated to return the earlier delivered merchandise within 30 days

to SDSA at the expense of SDSA. The defective merchandise must be returned based on the statutory provisions. SDSA reserves the right to assert damages under the conditions regulated by law. The statute of limitations shall be twenty-four months, calculated from the date of delivery.

## **§ 10 Collecting, processing, and using our clients' personal information**

Information we receive from you help us personalize and continuously improve your shopping experience at the Olympus webshop. We use this information to process orders, deliver merchandise and provide services as well process payments (for purchases on account also for the required solvency checks). We also use your information to communicate with you about orders, products, services and marketing offers, as well as update our data sets and maintain and service your customer accounts and copy contents, such as for example wish lists, and recommend products or services to you that might be of interest to you. We also use your information to improve our online shop and our platform, guard against or discover misuse of our website, or enable third parties to implement technical, logistical or other services on our behalf.

Additional information about the type, scope, place and purpose of collecting, processing or using the personal data by SDSA required for the implementation of orders, the registration for the e-mail notification service, the forwarding of the online review can be found in the data privacy statement.

## **§ 11 Applicable Law and Dispute Resolution**

English law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Brussels agreed to be the place of jurisdiction, if the Buyer is not a consumer. You must accept the General Terms and Conditions in order to continue with the ordering process.

Pursuant to Regulation (EU) No. 524/2013, the EU Commission established an internet platform for alternative online dispute resolution for consumers, which is accessible under the following link: <http://ec.europa.eu/consumers/odr/>.

You may contact our complaint handling directly via e-mail ([shop.support@olympus.eu](mailto:shop.support@olympus.eu)), telephone (00800-65967873) or fax (+420 221 985 599) for more information.