

## Terms and Conditions of Sale of Products and Services

Please read these terms and conditions carefully. They contain very important information about your rights and obligations, as well as warranty and liability limitations that may apply to you. By placing an order for Products, you (“Customer”) accept and agree to these terms and conditions. A binding contract will only be formed upon Eoptis giving notice of its formal acceptance of an order. Acknowledgment of receipt of an order shall not constitute acceptance of an order. Eoptis SRL (“Eoptis”), trading as Eoptis, is a company registered in Italy and is the seller of Products and/or the supplier of Services for the purposes of Customer’s rights and concerns relating to Products and/or Services.

Company name	Eoptis SRL
Business Register enrolment no.	207767 at Trento (TN) - Italy
Registered office address	via Guardini, 24 I-38121 Trento (TN) - Italy
Headquarters address	via Alto Adige, 152 I-38121 Trento (TN) - Italy
Contact e-mail	info@eoptis.com
Phone number	+39 0461 260 552
Fax number	+39 0461 260 617
VAT number	IT02209910229
Bank account number	IBAN: IT24C0813201802000060355033, SWIFT: CCRTIT2T34A

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### 1. PARTIES AND DEFINITIONS

In these terms and conditions Eoptis SRL is referred to as “Eoptis”, “we” or “us”; “Customer” or “you” refers to the person (a natural person or other legal entity) who orders Products or Services via Eoptis website or other purchase channels and whose order for Products or Services is accepted by Eoptis; “Contract” is the contract containing these terms and conditions, formed by Eoptis’s acceptance of your order, and credit card or other payment method details; “Invoice” is the invoice issued by us to you for the price of the Products and/or Services; “Order” means an order placed by you in accordance with these Terms; “Order Acknowledgement” is Eoptis’s acknowledgement of receipt of your order, by e-mail or other medium; “Order Confirmation” means the order confirmation is

issued by us to you indicating acceptance of your order; “Products” are the products listed as items for sale on Eoptis websites; “Services” are any, chargeable or free, services available from Eoptis, for example, delivery or packaging services; “Terms” are these terms and conditions of sale; “Eoptis websites” are the websites operated by or on behalf of Eoptis including those located at the internet domain with the URL <http://www.eoptis.com> and “day” refers to a calendar day.

### 2. LANGUAGES

The following is a list of the languages in which these Terms are available and the countries in which they apply.

Italian applies to Italy

English applies to any other country

### 3. APPLICATION OF TERMS AND CONDITIONS

Your purchase of Products or Services, whether through a Eoptis website or other means, is subject to these Terms and no other terms or conditions shall apply. These Terms override any other terms or conditions referred to by Customer or in any course of dealing.

### 4. PLACING YOUR ORDER

By placing an Order, you make an offer to us to purchase the Products and/or Services you have selected on these Terms. We may or may not accept your offer at our discretion. Any Contract is dependant and conditional upon Eoptis's verification of availability and confirmation of both your Order and your credit card or other payment details. Eoptis may in its sole discretion accept or reject orders, or advise you of its inability to process orders. If we accept your Order, we will notify you of our acceptance by issuing an Order Confirmation. Generally, Eoptis has 14 days as of the receipt of your placed Order for such verification and confirmation. As long as Eoptis has not confirmed both of the above mentioned points, Eoptis is not obliged to provide Products and/or Services.

You may place an Order by filling in the order form on the Eoptis website and clicking on the appropriate submission button; or in case you are a company, sending us your purchase order form containing all information otherwise input on our website.

Please note that Eoptis does not deliver Products and/or Services to certain regions within some countries as listed in clause 9 "Delivery". In the event your Order has been placed from a country where delivery to certain regions is excluded by Eoptis, you will be notified.

When you place your Order, Eoptis will send you an Order Acknowledgement by e-mail. Such Order Acknowledgement may be automatically generated and shall not constitute an acceptance of the Order. Eoptis websites through which orders can be placed contain automatic means for identifying and alerting you to certain types of input error before you place your Order. Such means may not identify all errors or omissions and you should ensure that the information you submit in your order is accurate and complete. We will send your Order Confirmation to you by e-mail. If we cannot accept your Order we will contact you by email or telephone.

We maintain records of Orders, Order Acknowledgements and Order Confirmations and retain these for a reasonable period following delivery. We recommend that you retain a printed copy of these Terms with a copy and/or note of your order, Order Acknowledgment, Order Confirmation, payment method acceptance and invoice as evidence of purchase.

### 5. YOUR STATUS

By placing an Order through the Website or other means, you warrant that you are at least 18 years old and legally capable of entering into binding contracts.

### 6. PRODUCT INFORMATION AND AVAILABILITY

Eoptis continually updates and revises Products and Services. Eoptis may update, revise and/or discontinue Products and Services at any time. Eoptis may revise prices for Products or Services listed as available items on Eoptis websites at any time. A price remains valid only for the duration of the day on which Customer visits the page of the Eoptis website displaying that price or the day on which Customer is informed of the price by Eoptis.

Eoptis endeavours to maintain Product and Service availability. However, Product and Service availability constantly changes and different Products and Product groups or Services may have different availabilities. All acceptances of Orders are subject to availability of the relevant Product(s) or Services. Eoptis reserves the right to prioritise orders and to allocate limited stock between orders as it deems fit.

Any weights and measurements stated on Eoptis websites are approximate.

### 7. PRICE AND PAYMENTS

The prices of Products or Services are those which apply at the time of Customer's Order. Prices on sales quotations are valid for the period stated on the quotation. Prices are subject to change at any time.

Delivery conditions are Ex-Works Trento (EXW Trento) according to Incoterms 2010. Shipping or handling costs, transport insurance, VAT (or other revenue tax), duty and other taxes, levies or charges of any authorities, or otherwise required by applicable law are excluded unless otherwise specified.

The total price payable to Eoptis will be indicated in the Order and also indicated on the Order Confirmation and the Invoice sent to you by e-mail.

If the Products are to be delivered to a country outside the European Union, the total price stated in the order and order confirmation, including indirect taxes, is net of any customs duties and any other taxes which the Customer hereby agrees to pay for, if required, in addition to the price stated in the order and order confirmation, as required by laws in force in the country to which the Product will be delivered. For further information on any duties or taxes applicable in his country of residence or destination of the products, the Customer is invited to check with the relevant authorities in his country of residence or destination of products.

Eoptis accepts payment by approved credit card or via bank transfer at its bank account, specified in the Order Confirmation. All payments are to be made in EURO funds, unless otherwise agreed. Invoicing and payment collection by Eoptis may be effected through third parties.

When payment is by credit card, the Customer will be transferred to a secure site and the credit card information will be communicated directly to CartaSi, (CartaSi S.p.A., Corso Sempione, 55 20135 Milano) the operator designated by Eoptis to handle all such transactions. The data provided will be sent securely using SSL (Secure Socket Layer) encrypted file transfer systems. Such data remain inaccessible even for Eoptis. Eoptis will charge debit/credit cards at Order Confirmation, once Eoptis has verified Product availability and accepted the Customer's order and payment method.

When payment is by bank transfer, payment shall be made strictly within 10 days from when the Order Confirmation is sent.

The Customer expressly agrees that performance of the contract by Eoptis will commence the moment the price of the purchased Products is credited to the Eoptis' bank account. In particular, shipment will always follow fund accreditation.

## 8. ACCOUNT INFORMATION

You are solely responsible for

- providing true, accurate, current and complete information about you as prompted in the Eoptis website account details section, and
- maintaining and promptly updating Account Information to maintain its accuracy, currency and completeness
- the security of any password provided to you for purposes of facilitating Product purchases or other matters via this and other Eoptis websites. Eoptis shall not be liable for any unauthorized use of passwords.

## 9. DELIVERY

Products or Services will be delivered or rendered to mainland delivery addresses in the countries listed on the check-out section of our web store. Deliveries to islands might be excluded. Eoptis will use its discretion in selecting a reputable carrier and appropriate means of delivery. Eoptis may deliver Products or Services by instalments in any sequence as far as they are reasonable for the Customer. Where Products or Services are delivered by instalments, each instalment is deemed to be the subject of a separate Contract. No default or failure by Eoptis in respect of one or more instalments will affect the Contract in respect of

Products or Services previously delivered, or undelivered Products or Services.

## 10. SHIPMENT DATE

Whilst the Site generally states whether or not Products are available and the relevant delivery times, such information is purely indicative and under no circumstances binding on Eoptis.

Eoptis aims to deliver promptly. However, there may be reasons for Eoptis's inability to ship according to its target dates (most of which are beyond Eoptis's control). Accordingly, any dates given by Eoptis for the shipment of Products or rendering of Services are estimates only, and Eoptis cannot and does not undertake that shipment will occur on any specified dates, except in the event such shipment dates have been explicitly confirmed by Eoptis as binding.

If Products cannot be shipped or Services rendered by any estimated or target dates given by Eoptis, Eoptis may elect to cancel the order and refund any money paid by the Customer. If the delay of shipment is not due to gross negligence or intent on Eoptis's side, Eoptis is solely liable to refund any money paid by the Customer to Eoptis. Right for damages based on delay in such an event is excluded.

## 11. TITLE

Eoptis retains full legal title to Products until it has received in full all amounts due on those Products and (to the extent permitted by applicable law) payment on any other Products that you have ordered. Eoptis reserves rights (subject to applicable law) to terminate Customer's right to sell or otherwise deal in Products, if payment is not made when due, or if the credit card company declines payment or requires Eoptis to return any payment made for the Products, for any reason. Title to any software comprising, included in or with Products remains with Eoptis, or the relevant licensor, notwithstanding payment.

## 12. CONSUMER RIGHTS

This section applies only to Customers that are classified as "Consumer" according to the 2011/83/EU Directive of the European Parliament, i.e. a person who buys goods for purposes not related to his professional activity.

### Return of purchased goods and right of withdrawal

You may return purchased Products for a full refund of the Product purchase price actually paid within 14 calendar days following the date you receive the Products, subject to compliance with sect. 14 "Return policy" and the following conditions:

- your Eoptis invoice must be enclosed with the returned Products.
- Products must be returned in the original packaging, in "as new condition", and with all component

products, parts, accessories, guarantee cards, manuals and other documents and items.

If you return Products:

- which have been damaged or used,
- after the 14 calendar days returns period (or other longer period specified by applicable law),
- parts of which, including components, included products, accessories, packaging, boxes, documents and/or other items are damaged or missing, or
- without pre-paid delivery,

Eoptis retains the right either to refuse to refund Product purchase price (subject to applicable local law), or to charge you repair, restocking or related fees and delivery charges. Eoptis may in that case deduct those fees and charges from any payments to be refunded to you.

On return of Products, Eoptis will, subject to the above limitations, repay the actual amount paid to Eoptis, less any fees and charges due to Eoptis (as per the above), by crediting your relevant credit card or bank account (or other means) within 14 (fourteen) days following the date Eoptis receives the Product.

The "Return policy" in sect. 14 requires to obtain a Return Merchandise Authorization (RMA) number before an Eoptis product can be returned. The issue by Eoptis of a RMA number shall not constitute an acceptance or acknowledgment of any right to return Products, except to the extent that these Terms or mandatory applicable laws confer such a right.

You may cancel purchased Services for any reason for a full refund of the Services purchase price actually paid within 14 days following the date of the Order Confirmation, unless the Services were delivered prior to the end of the 14-days term with your consent. On cancelling Services, Eoptis will, subject to the above qualifications, repay the actual amount paid to Eoptis, less any fees and charges due to Eoptis (as per the above), by crediting your relevant credit card or bank account (or other means).

The right of return does not apply if you do not purchase Products or Services as a Consumer. The right of return and refund does not apply to software sold with Eoptis products, or as a separate product, if the license seal has been broken and/or shrink-wrap packaging opened. Further, you may not return a Product and claim a refund if the Product concerned is a personalised Product, such as an engraving or other means of individual personalisation made in accordance with your specifications

#### **Legal warranty of conformity**

In the event your Product requires servicing, You can make usage of your legal rights falling under the consumer protection rights for sales of consumer

products. As a consumer, you have certain statutory rights regarding the return of defective Products. These Terms shall not affect your statutory rights.

Eoptis warrants to the Original Purchaser that the Product is guaranteed to be free from material, manufacturing and conformity defects for a period of 2 (two) years from shipment date, in accordance with the Italian legislation (d.lgs. n. 206/2005). This warranty applies to products that present a lack of conformity, provided that the product is used correctly, in accordance with its intended use and as provided in the technical documentation.

In the case of lack of conformity, Eoptis provides, without cost to the customer, the restoration of conformity by repair or replacement or reduction of price, until the termination of the contract. If, following inspection by Eoptis, the defect does not result in a lack of conformity pursuant to d.lgs. n.206/2005, the customer will be charged for any verification and recovery cost. In the case that, for whatever reason, Eoptis is not able to return to the customer the product under guarantee (repaired or replaced), it will proceed at its own discretion to refund the paid amount considering the use of the merchandise or its replacement with a similar or higher quality product.

The customer is required to report any defects and non-conformities of the products within and no later than 2 (two) months of acknowledging the same.

To use the warranty, the customer must keep the receipt or invoice (or Delivery Note) which he or she will receive by e-mail in electronic format and follow instructions on sect.13 "Manufacturer Warranty and repair", which describes how to access warranty and repair services, and on sect. 14. "Return policy", which describes how to return an Eoptis product.

Subject to the qualification with respect to statutory rights above, Eoptis gives no warranties with respect to Products or Services, additional to those listed in the documentation included with the Products.

#### **13. MANUFACTURER WARRANTY AND REPAIR**

Eoptis warrants to the Original Purchaser that the Product is guaranteed to be free from material and manufacturing defects for a period of 1 (one) year from shipment date.

Should a unit fail during the warranty period (both in case of legal warranty of conformity and in case of manufacturer warranty), Eoptis will, at its option, repair or replace the damaged unit. Repaired or replaced units will be covered for the remainder of the original equipment warranty period. This warranty does not apply to units that, after being examined by Eoptis, have been found to have failed due to customer abuse,

mishandling, alteration, improper installation or negligence or are beyond reasonable reparability. Warranty only applies to original Purchaser and is void if any proprietary labeling is removed.

Eoptis expressly disclaims and excludes all other warranties, express, implied and statutory, including, but without limitation, warranty of merchantability and fitness for a particular application or purpose. In no event shall Eoptis be liable to the Original Purchaser or any third party for direct, indirect, incidental, consequential, special or accidental damages, including without limitation damages for business interruption, loss of profits, revenue, data or bodily injury or death.

Products within the warranty period may be returned for repair. Outside warranty period, products may still be returned for repair; however, a fee will be charged.

In any case, to access the repair service, you must obtain a Return Merchandise Authorization (RMA) number before an Eoptis product can be returned, as described in sect. 14. "Return policy".

Customer is responsible for shipping costs to/from Eoptis.

#### 14. RETURN POLICY

You must obtain a Return Merchandise Authorization (RMA) number before an Eoptis product can be returned for any reason. Products that are returned without an RMA number may be refused and returned to the sender, or may result in unnecessary processing delays. RMA number and repair service or other product-related services may be requested via [info@eoptis.com](mailto:info@eoptis.com) or by means of a written communication sent by registered letter with receipt notice to the following address:

Eoptis SRL  
Via Alto Adige, 152  
I-38121 Trento (TN) – Italy

The following information must be included in the request for RMA number (You can also use the Return Form available on the website):

- your personal details (Name, address, e-mail)
- your order information (Order number, product ID, serial number of all returned goods)
- reason for return (requested service, description of the defect and/or non-conformity detected).

Once the aforesaid notice has been received, Eoptis will inform the customer on how to return the goods, which must be received by Eoptis within 10 days from the authorization.

You must return the Products to the address and in the manner indicated on the return documentation and the Eoptis RMA number must be prominently displayed on

the outside of the parcel in which the Products are returned.

Customer is responsible for shipping costs to/from Eoptis.

#### 15. SOFTWARE LICENCES

All software, including pre-loaded software contained in hardware Products, is licensed and not sold. It is licensed either by Eoptis or the relevant software owner to you subject to the relevant software end-user licence agreement or other terms included with the software and/or with the Product or Services. Software may not be disassembled, decompiled, reverse engineered, merged or combined with any other software, copied, translated, adapted, varied or modified (save as expressly permitted by applicable law) nor may it be distributed in any form. Software is licensed on a non-exclusive, non-transferable, single user basis for use only with the accompanying Product.

#### 16. ASSIGNMENT AND RESALE

Purchaser shall not assign an order, or any interest therein, or any rights hereunder without the prior written consent of Eoptis. Purchaser agrees that all Products are for its own use and not for commercial resale unless with the express written consent of Eoptis.

#### 17. LIABILITY LIMITATION

These Terms set out the full extent of Eoptis's obligations and liabilities in respect of the supply of, or failure to supply, Products or Services. Eoptis is not liable to you (or any other parties) for:

- any indirect, incidental, consequential, punitive or exemplary damages, or for loss of income, profits, bargain, revenue, contracts, goodwill, use, enjoyment, time, data, electronically transmitted orders or other economic advantage. The liability according to the product liability law remains unaffected.
- inability to order Products or Services via a Eoptis website or other media
- damages which occur due to unauthorized access by a third party to your Order account.

#### 18. DATA PROTECTION AND PRIVACY

By submitting orders you consent to the processing of data personal to you, such as your name and title, address, telephone number, contact details and other personal details ("Personal Data"), in accordance with Eoptis Privacy Policy, available on Eoptis' website, subject to the situation that these Personal Data are required to process your Order and to fulfill our legal obligations. You also acknowledge that the processing of your Personal Data is necessary for the performance of the Contract and you consent to such processing.



## 19. EXPORT CONTROL

You acknowledge that Products licensed or sold to you under these Terms may be subject to export control laws and regulations of jurisdictions including but not limited to, the countries of the European Economic Area. You confirm that, should this be the case, you will not export or re-export them in breach of such laws or regulations.

## 20. CHANGES TO TERMS AND EOPTIS WEBSITES

Eoptis may amend these Terms, including payment and warranty terms, without notice. Eoptis may provide notices of changes to Eoptis websites, the Terms and other matters by simply making the changes on the relevant Eoptis website. However, Contracts concluded on the basis of previous terms and conditions remain unaffected and Terms, including Product prices are such which apply at the time of Customer's Order placement. Although care is taken to ensure the accuracy of the information on Eoptis websites, they could include inaccuracies or typographical errors, including pricing errors. Eoptis shall not be obliged to honour, nor be liable in respect of, such errors. Eoptis and third party suppliers may make improvements and/or changes in Products, Services, service programs, prices and other details described in Eoptis websites, at any time.

## 21. NOTICES

When using the Website you accept that communication with us will be mainly electronic. For contractual purposes, you agree to this electronic means of communication.

All notices given by you to us must be given to Eoptis at [info@eoptis.com](mailto:info@eoptis.com).

We will usually contact you by email or provide you with information by posting notices on the Website. We may give notice to you at either the email address or postal address you provide to us when placing an Order. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours

after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, which such email was sent to the specified email address of the addressee.

## 22. GOVERNING LAW, JURISDICTION

The sale of Products and/or Services and these Terms shall be governed by and construed under the laws of Italy. For all disputes, Customers submit to the exclusive jurisdiction of the Courts of Trento - Italy. However, if you are a Consumer, this does not affect your statutory rights to adopt as jurisdiction your city of residence.

## 23. OTHER PROVISIONS

We will make every effort to perform our obligations under these Terms. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control such as strikes, terrorist acts, war, supplier/transport issues, governmental or regulatory action and natural disasters. In the event of a delay, we will perform our obligations as soon as reasonably possible.

If all or any part of one or more of these Terms is or becomes illegal or invalid, such provision or part shall to that extent, be deemed not to form part of the Contract. The legality, validity or enforceability of the remainder of these Terms or the remaining parts of the relevant Term shall not in any way be affected or impaired thereby.

These Terms do not affect (and should not be read to affect) your statutory rights which cannot be waived or limited by contract. To the extent not stipulated otherwise in this contract, the statutory provisions shall apply. The laws of the Italian Republic shall exclusively apply.