



Sales conditions

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1 INTRODUCTION

This document contains the Terms and Conditions of Sale applicable to commercial transactions between Eoptis and its Customers. It contains important information regarding mutual rights and obligations, as well as the applicable warranties and limitations of liability.

By placing an order for Products, the Customer (hereinafter "Customer" or "Buyer") accepts and agrees to these terms and conditions. A binding contract will only be formed upon Eoptis giving notice of its formal acceptance of an order.

Eoptis SRL ("Eoptis"), which operates under the Eoptis brand, is a company incorporated under Italian law and acts as a seller of the Products and/or provider of the Services. For the purposes of protecting the Customer's rights and all aspects relating to the supply of the Products and Services described in this document, it is identified as follows:

Eoptis SRL - Subject to management and coordination by Optoi SRL

Business register	C.C.I.A.A. Trento
R.E.A.	TN-207767
Headquarters	via Kufstein, 15 – 38121 Trento (TN) – Italia
Share capital	10.000€ fully paid-up
e-mail address	info@eoptis.com
certified e-mail address	eoptis@pec.it
Web site	www.eoptis.com
Phone	+39 0461 260 552
VAT id	02209910229

2 PARTIES AND DEFINITIONS

In these terms and conditions Eoptis SRL is referred to as "Eoptis", "we" or "us".

The terms listed below have the meaning specified, even if written with a lowercase letter:

"Customer" or "you"	The legal entity who orders Products or Services through purchasing channels accepted by Eoptis as, such as e-mail.
"Products"	The products listed as items for sale on the Eoptis website or in the Commercial Offers.
"Services"	Any service provided by Eoptis according to the methods specified in the Commercial Offers.
"Offer" or "Commercial Offer"	The document sent by Eoptis containing the specific details of the supply of Products or Services, the subject of the Contract with the Customer.
"Order"	The purchase order sent by the Customer to Eoptis, in accordance with the content of the relevant Offer and these Terms.
"Order Confirmation"	The order confirmation that Eoptis sends to the Customer to confirm acceptance of their Order.
"Invoice"	The commercial or tax invoice that Eoptis sends to the Customer for the Products or Services purchased.
"Contract"	The contract, containing these terms and conditions, concluded upon acceptance of the Order by Eoptis.
"Terms"	The terms and conditions of sale contained herein.
"Eoptis Site" or "Site"	The sites operated by or on behalf of Eoptis, including the one accessible at the internet domain URL http://www.eoptis.com
"Day"	The calendar day.

3 APPLICABLE TERMS AND CONDITIONS

Your purchase of Products or Services is subject to the exclusive application of these Terms, which replace any other Terms or Conditions to which the Customer refers at any part of the purchasing process.

4 PLACING YOUR ORDER

By placing an order, the Customer makes an offer to Eoptis to purchase the Products or Services of interest. Eoptis may, at its discretion, accept or reject this offer. Each Contract is subject to verification of the order and the chosen payment method. Eoptis may, at its discretion, accept or reject the order or inform you if it is unable to process it.

If we accept your order, we will send you a notification of acceptance in the form of an Order Confirmation. Eoptis reserves a period of 14 days from receipt of the Order to verify and, if necessary, send the Order Confirmation. Until Eoptis has sent the Order Confirmation, it cannot be considered obligated to supply the Products or Services.

5 PRICE AND PAYMENTS

Product and Service prices are subject to change at any time, and those indicated in commercial offers are valid only for the period specified in the offer.

Handling and shipping costs, transport insurance, VAT (or other taxes), duties, and other taxes levied by any authority or otherwise required by applicable law are the responsibility of the customer, unless otherwise specified in the commercial offers.

The total amount payable to Eoptis will be indicated in the Order Confirmation and Invoice. If the Products are destined for countries outside the European Union, the total price shown in the Order Confirmation, including any indirect taxes, is net of customs duties and other taxes that the Buyer agrees to pay in addition to the price shown in the Order and Order Confirmation, in accordance with the applicable law of the country where the Product will be shipped.

For further information on customs duties or other taxes applicable in the country of residence or destination of the Products, the Buyer is advised to contact the competent authorities of their country of residence or destination of the Products.

Eoptis accepts electronic payments only via credit to its bank account. All payments must be made in euros, unless otherwise specified on the invoice.

6 PERSONAL INFORMATION

To manage the order process, the Customer must share certain personal information with Eoptis. The Customer is solely responsible for providing true, accurate, current, and complete information about themselves and for informing Eoptis of any changes.

By placing an order, the Customer consents to the processing of their personal data, such as their name, address, telephone number, contact details, and other personal information ("Personal Data"), in accordance with the terms described in Eoptis's Privacy Policy, available on the Eoptis website, and to the extent that such processing is necessary for processing the order and fulfilling Eoptis's legal obligations. The Customer acknowledges that the processing of their data is necessary for the execution of the Contract and consents to such processing..

7 DELIVERY

Unless otherwise specified in the offer, delivery terms are Ex-Works Trento (EXW Trento) according to Incoterms.

If the Customer requests delivery via a courier managed by Eoptis, Eoptis will choose a reliable courier and appropriate delivery methods at its discretion, charging the shipping costs on the invoice.

8 SHIPMENT DATE

Eoptis aims to deliver goods promptly. However, there may be reasons why shipments cannot be made on the scheduled dates, most of which are beyond Eoptis' control. Therefore, any dates specified by Eoptis in the Order Confirmation for the shipment of Products or the provision of Services are estimates only, and Eoptis cannot guarantee that shipment will occur on the specified dates, unless such dates have been expressly confirmed as binding by Eoptis.

If the Products cannot be shipped or the Services cannot be provided by the date estimated by Eoptis, Eoptis has the right to cancel the Order and refund any deposit already paid by the Buyer. If the delay in shipment is not due to gross negligence or fault on the part of Eoptis, Eoptis is solely responsible for refunding the deposit paid by the Customer. In any case, any compensation for direct or indirect damages caused by delays in delivery is expressly excluded.

9 OWNERSHIP

Eoptis retains full title to the Products until Eoptis receives all amounts due on such Products and (to the extent permitted by applicable law) payment for any other Products ordered. Eoptis reserves the right (subject to applicable law) to terminate the Customer's right to sell or market the Products if payment is not made by the due date. Title to any software included with or included in the Product remains with Eoptis or its licensor even after payment has been made.

10 MANUFACTURER WARRANTY AND REPAIR

Eoptis warrants the original purchaser that the Product is free from defects in material and manufacturing for a period of one (1) year from the date of shipment. The purchaser must report the defect within eight (8) days of discovery.

If a Product unit fails to function during the warranty period, Eoptis will, at its option, repair or replace the damaged unit. Repaired or replaced units will benefit from the remainder of the original Product's warranty period. This warranty does not apply to units that, upon inspection by Eoptis, are found to be damaged by abuse, misuse, tampering, improper installation, negligence, or are beyond repair with reasonable effort. This warranty is enforceable only by the original purchaser and is void if the labels originally affixed to the Product are removed.

Eoptis expressly disclaims all other warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Under no circumstances will Eoptis be liable to the original purchaser or any third party for any direct, indirect, incidental, or consequential damages, including, but not limited to, damages for business interruption, loss of profits, loss of data, personal injury, or death.

Products covered by the warranty may be returned for repair. Products not covered by the warranty period may also be returned for repair, but in such cases, the customer will be responsible for the costs.

In any case, to access the repair service, a Return Material Authorization (RMA) must be obtained before the Product is shipped, as described in Section 11 – "Return policy".

11 RETURN POLICY

Before sending any Product to Eoptis for any reason, you must obtain a Return Merchandise Authorization (RMA). Products returned without an RMA may be refused and returned to the sender, or may experience delays in processing the return. An RMA number and repair or other Product services provided by Eoptis can be requested by emailing info@eoptis.com, specifying the following information:

- your personal information (company name, address, email address);
- your order information (order number and date, product code, serial number of all returned products);
- the reason for the return (service requested, description of the defect and/or non-conformity detected).

Once the request has been received by Eoptis, Eoptis will inform the customer of the details for shipping the Product, which must reach Eoptis no later than 10 days after the return authorization.

The Customer is required to return the Product to the address and in the manner indicated, and the RMA number must be clearly visible on the outside of the package.

Shipping costs to/from Eoptis are the responsibility of the Customer.

12 SOFTWARE LICENSES

All software, including pre-loaded software on hardware products, is licensed, not sold. It is licensed directly from Eoptis or its owner, according to the license terms included with the software and/or Product or Service, and in any case, according to the conditions below.

Disassembling, decompiling, reverse engineering, merging or combining with other software, copying, translating, adapting, or modifying the software (except as expressly permitted by law) is prohibited, and distribution in any form is prohibited. The software is licensed on a non-exclusive, non-transferable basis for a single user and solely for the use intended by the accompanying Product.

13 ASSIGNMENT AND RESALE

Buyer may not assign an order or any interest or right therein without the prior written consent of Eoptis. Buyer agrees that all Products are for its own direct use or for incorporation as a non-predominant component in its own products and not for resale without the prior written consent of Eoptis.

14 LIABILITY LIMITATION

These Terms define in their entirety Eoptis' obligations and responsibilities regarding the supply or failure to supply Products or Services. Eoptis is not liable to the Customer or any third party for any direct or indirect damages, loss of revenue, profits, revenue, contracts, business opportunities, data, electronically transmitted orders, or other economic advantage. Liability under product liability, as intended by the Italian civil code, remains unaffected.

15 EXPORT CONTROL

Customer acknowledges that the Products sold or licensed under this Agreement may be subject to export restrictions under European or other countries' regulations. In such case, Customer agrees not to export our products in violation of such regulations.

16 CHANGES TO TERMS AND EOPTIS' WEBSITE

Eoptis reserves the right to make changes to these Terms, including those regarding payments and warranties, without prior notice.

Eoptis may provide notice of changes by simply posting the new version on the website. In any case, for existing Contracts, the Terms in effect at the time the Order is placed remain valid.

Despite careful attention to the accuracy of the information made available on the website and in its documents, Eoptis cannot exclude errors, including typographical errors, in content and prices. Eoptis is not obligated to honor commitments affected by such errors.

Eoptis reserves the right to make changes and/or improvements to Products, Services, prices, and generally all content on the website at any time and without prior notice.

17 GOVERNING LAW AND JURISDICTION

The sale of Products or Services and these Terms are governed by Italian law. Any disputes shall be subject to the exclusive jurisdiction of the Court of Trento, Italy.

18 OTHER PROVISIONS

Eoptis will make every effort to fulfill its obligations under these Terms. However, we cannot be held responsible for delays or failures caused by circumstances beyond our reasonable control, such as strikes, acts of terrorism or war, transport disputes, government or regulatory actions, or natural disasters. In the event of delays, we will fulfill our obligations as quickly as possible.

If any provision of these Terms becomes illegal or invalid in whole or in part, that provision will be severed from the Agreement and replaced with a provision that most closely matches the original. The legal validity and enforceability of the remaining provisions of the provision and the other parts of the Agreement remain unchanged.

These Terms do not affect the Customer's statutory rights, which cannot be excluded or limited by the Agreement.

For anything else not specifically stipulated in the Agreement, the applicable Italian law shall apply.

eoptis Sharper vision,
better results.