



General Terms and Conditions of the Online Shop of EOS

1. General

All services provided to the customer by the online shop are carried out exclusively on the basis of the following General Terms and Conditions. Differing provisions are only valid upon agreement between the online shop and the customer.

2. Conclusion of contract

Only persons aged 18 or above with full contractual capability at the date of the conclusion of contract are allowed to conclude a contract with the online shop.

2.1 The offers made by the online shop on the internet are only a non-binding invitation to the customer to order goods and/or services from the online shop.

2.2 By ordering the desired goods and/or services on the internet, the customer submits a binding offer to conclude a contract.

2.3 The online shop confirms receipt of the order without delay. The order confirmation does not constitute a legal transaction acceptance on our part. The offer is considered as accepted by us not until the goods have been shipped to you or the supply of services has been confirmed by email, fax or letter. You will receive a written confirmation of shipment/membership via email.

2.4 The subject matter of the contract are the goods and/or services ordered by the customer.

3. Cancellation instructions (online shop)

You may cancel your declaration of contract within a period of two weeks in text form (letter or email) without stating a reason. The deadline begins right after the goods/membership has been received by the customer (or, in case of recurring deliveries of the same type of goods and/or services, not before receiving the first partial delivery).

The cancellation deadline is considered to be met, if the cancellation is sent in time. The cancellation is to be directed to:

European Optical Society
Länsikatu 15
FI- 80110 Joensuu
Email: info@europeanoptics.org

Consequences of cancellation

In case of an effective cancellation, any performance received by either party must be returned and, where applicable, any benefits thereof surrendered. If you are unable to return the performance received in whole or in part or if you are only able to return it, in whole or in part, in a deteriorated condition, you may be obliged to render compensation for the value lost. This may involve that contractual payment obligations must be fulfilled during the period up to the cancellation. If the deterioration of the goods results from putting them to use in accordance with their intended purpose, you are not obliged to render compensation for lost value.

Special information

Your right of cancellation expires prematurely, if the contract has been completely fulfilled at the specific request of both parties before you have made use of your right of cancellation.

End of cancellation instructions.

4. Delivery

EOS Membership benefits are available when the payment has been received at the EOS, and an email confirming the membership has been sent to the buyer.

5. Packaging and shipping costs

The delivery of goods and/or services is free of charge.

6. Prices, payment, retention of title

6.1 All prices for memberships specified are VAT 0% prices in euros

6.2 Due to continuous updating of the online shop's website, specifications concerning price and quality of the goods and/or services made at an earlier point of time lose their validity.

6.3 The price specified at the time the offer is submitted by the customer is decisive for invoicing.

6.4 The customer is obliged to settle the invoice within 7 days after receipt of the goods.

6.5 If the customer fails to meet his/her payment obligation during the payment term stated in 6.4, the online shop reserves the right to charge the customer with the resulting additional reminder and processing costs.

6.6 The possible methods of payment are as follows:

- By Paypal (credit card) (This requires a current Paypal account of the customer, or creating a new Paypal account)
- By invoice (The customer is obliged to settle the amount within 7 days after receipt of invoice).

6.7 We retain exclusive title to the goods and/or services delivered until full payment. The customer must inform us without delay of any judicial execution measures taken by third parties regarding reserved goods and supply all documents required for an intervention. The same applies to any other kind of interference. Independently of this, the customer is obliged to advise the third party in advance of existing rights relating to the goods and/or services.

7. Liability

7.1 The online shop is liable in cases of intent or gross negligence according to statutory provisions. The liability for guarantees is regardless of fault. In cases of minor negligence, the online shop is liable exclusively according to the provisions of the Product Liability Law for harm to the body, health or life of human beings or for the violation of substantial contractual duties. The claim for damages caused by a slightly negligent breach of substantial contractual obligations, however, is limited to the predictable damage typical for the contract, unless we are liable on account of injury to life, body, or health. The online shop is also liable for the same scope of damages incurred by its representatives or vicarious agents.

7.2 The rules specified in paragraph 7.1 cover compensation in addition to performance, compensation instead of performance, and claims for the reimbursement of wasted expenses, irrespective of legal reasons, including liability for defects, delay or impossibility.

8. Data protection

Our data protection declaration can be accessed at

<https://www.europeanoptics.org/medias/files/data-protection-declaration-0.pdf>

9. Copyright

All external logos, pictures and graphic images are the property of the respective companies and subject to the copyright of the respective licensors. All photos, logos, texts, reports, scripts and programming routines presented on these web pages which have been generated or edited by us are not allowed to be copied or used for other purposes without our explicit approval. All rights are reserved.

10. Links on our web pages

Our website includes external third-party links over whose content we have no control.

We herewith explicitly distance ourselves from the entire content of all external links provided on our website. This declaration is valid for all external links included in our web pages.

We can therefore assume no liability for such third-party content. Instead, the corresponding website providers or operators are always responsible for the content of the linked pages.

The linked pages were reviewed for possible legal violations when the links were placed. At the time the links were placed, there were no indications of illegal content. However, we cannot be reasonably expected to continuously monitor the content of linked pages without any specific indications of a legal violation. Should we learn of any legal violations, we will remove the links without delay.

11. Final provisions

The General Terms and Conditions of the online shop are considered as accepted with the placement of an order. Should individual provisions of these General Terms and Conditions be null and void, irrespective of the reason, the validity of the remaining provisions will not be affected.

The ineffective provision is replaced by the relevant statutory provision. Oral agreements require written confirmation.

According to EU Regulation No 524/2013, customers from the EU can use the Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> for resolving their disputes.