

Payment Terms and Conditions for E-Commerce Orders

These Terms and Conditions of Sale ("Terms") govern all purchases made through the Ophtec webshop ("Webshop") and form a binding agreement between the purchaser ("Buyer") and Ophtec USA ("Seller"). By placing an order through the Webshop (shop.ophtec.com), the Buyer agrees to be bound by these Terms. Any conflicting terms in the Buyer's purchase order or other documents are expressly rejected unless agreed to in writing by Seller.

1. Products and Availability

- All products listed in the Webshop are subject to availability. Seller reserves the right to modify or discontinue products at any time without prior notice.

2. Pricing and Taxes

- Prices are listed in US Dollars and exclude applicable VAT, duties, and shipping fees.
- Seller reserves the right to adjust prices at any time.
- Buyer is solely responsible for all applicable taxes, duties, and governmental charges arising from this sale.

3. Payment

- Buyers can choose from various payment methods available on the Webshop at the time of order placement.
- All invoices must be paid within 60 days from the invoice date, unless otherwise agreed upon.

4. Shipping and Delivery

- Seller will ship all Products FOB destination. Title and risk of loss to the Products shall pass to Buyer upon delivery of the Products by Seller to the carrier. Seller retains a security interest in the Products until full payment is made.
- Buyers may choose between FedEx and UPS as the carrier.
- Shipping costs are calculated at checkout and are the responsibility of the Buyer, unless otherwise stated.
- Estimated delivery dates are provided for convenience, and no rights can be derived from such estimates.

5. Returns

- All sales are final and non-returnable unless the product is defective, damaged, or not as described upon arrival.

6. Limitation of Liability

- To the maximum extent permitted by law, Seller shall not be liable for indirect, incidental, or consequential damages, including loss of profits or data. Total liability is limited to the amount paid for the product.

- Seller shall not be liable for damages resulting from improper use, unauthorized modifications, or failure to follow instructions.

7. Intellectual Property

- All intellectual property rights related to the products, and any associated documentation shall remain the sole property of Seller. Buyer should not reverse engineer, copy, or modify any product or related materials.

8. Use of Products

- The products sold on the Webshop are intended for professional use only and should be used by qualified medical professionals.

9. Confidentiality

- Any non-public information shared between Buyer and Seller shall be kept confidential and used only for fulfilling the order.

10. Force Majeure

- Seller is not liable for delays or failures due to events beyond its reasonable control, including natural disasters, pandemics, or supply chain disruptions.

11. Governing Law

- These Terms are governed by the laws of the United States. Any disputes shall be resolved by the competent court in the state of Florida.

12. Privacy

- Buyer's use of the Webshop and any personal information provided is governed by the Seller's Privacy Policy, which outlines how the Seller collects, uses, and protects Buyer data.

13. Contact Information

For questions or support, please contact:

Email: info@usa.ophtec.com

Phone: +1 877 204-2275

Address: Sawgrass Executive Center, 400 Sawgrass Corporate Parkway Suite 220, Sunrise, FL, 33325

Note: These Terms represent the entire agreement between Buyer and Seller regarding the purchase of products through the Webshop and supersede any prior agreements or understandings. By placing an order, the Buyer acknowledges acceptance of these Terms