General Terms and Conditions

Terms and Conditions

Thank you for visiting our webstore. Our webstore is a part of the eOptika network, providing original, high-quality contact lenses and related products across Europe.

Why shop with us?

- Original products from authorized producers at the lowest prices
- Prompt and fair handling of returns
- We accept the return of all unopened items within 365 days of delivery
- We have a large warehouse of our own, which enables us to ship stocked goods immediately
- We dispatched more than 1.000.000 shipments in 2015

Contact us at any time for any questions.

Introductory Provisions
The terms and conditions below are applicable to shopping in our web store. The terms and conditions define and specify the contractual relationship between the Buyer and the Seller. All contractual relations are governed by the laws of Hungary. If the contractual party is a consumer, all relationships that are not regulated hereby are governed by the Hungarain Civil Code (Act No. 2013. V.) and the Consumer Protection Act (Act No. 1997. CLV.).

Operator
The web store is operated by
eOptika Kft.
1067 Budapest, Teréz körút 41.
ID: HU23111572

Orders
The purchase contract is deemed concluded when the Buyer confirms his order within the order form which is available online. An order may also be confirmed by phone. If the Buyer does not mention explicitly in the field „Note for the Seller" that he requires a printed proof of purchase and a package leaflet, he agrees that they will be supplied in an electronic form only. By placing an order the Buyer acknowledges that he has read these terms and conditions and that he accepted to comply with them. The Buyer has the possibility to distinguish the delivery address from the invoicing address and attach a note if necessary in the order form. These details are then automatically included in the tax document.

Payment and Prices
You can choose from the following payments methods in our webstore:
● Credit card: Visa, Visa Electron, Mastercard or Maestro
● PayPal

We assure you that all payments will be executed in a safe and secure way. Your credentials will only be used to establish the payment and will not be passed on to third parties. When choosing an online payment method, you will be redirected immediately after placing the order to one of our partners' secure web pages where you can execute the payment. If needed, you can access the secure payment link through your personal account on our website. Navigate to your order overview, where you will have the possibility to choose "online payment" for your current order. However, the secure payment link will only stay active for a limited amount of time. If you can't access it, please contact our customer service help desk.

All the prices, product and delivery, displayed in the online shop are including VAT. Any promotions and discounts are valid for as long as they are mentioned on our pages.

If you experience any issues with the execution of the payment or have any questions concerning the product price, please contact our customer service.

Delivery - Registered mail

Delivery costs - FREE SHIPPING with orders over EUR 1!

Payment method - PayPal

The price of postage is including VAT.

The shipment includes packing and shipping fees. The price is always final, i.e. including VAT. The shipping costs depend on the selected delivery and payment method. However, as they are stated on the order form, they are known to the customer before he confirms his order. Shipping costs are not dependent on the overall size and weight of your order.
Special offers and prices valid as listed on the webstore at the moment of purchase.

Delivery times
3–8 business days from shipment date

Delivery times of non-stock goods
Thanks to our extensive stock, we are able to immediately send out 95% of all orders received. The dispatching of special contact lenses that are not stocked frequently depends on the delivery conditions of our suppliers. During the order process, the customer will be shown an indication of the expected shipping date after selecting your desired parameter combination. Please note that the general „in stock" info indicates the general availability of a product from our company. It does not necessarily mean that your unique combination will be in stock. Please only refer to the expected shipping date revealed next to the drop-down menus for shipping information pertaining to your specific order. Any expected delay in delivery will be reconfirmed in the order confirmation email. The customer will be made aware when only part of his order is in stock at the time of order confirmation. By confirming and completing payment for the order, the customer agrees that the entire order will be shipped only after all products are in stock. The dispatching of stock products before the dispatching of non-stock products will only be allowed under special circumstances. If desired, the customer can pay an extra delivery fee (equal to regular delivery costs) to receive the stock goods before the non-stock goods. We reserve the right to change the delivery times according to updated information from our suppliers at any given time. We

strive to always provide accurate information from the point of order placement but remain dependent on the delivery times communicated by our suppliers.

We are not responsible for any delay in delivery caused by our logistical partners. To ensure the smoothest possible delivery, we strongly recommend you provide us your complete address information (street name, house number, postal code and city) and a telephone number where our logistics partners can reach you if needed. We will track your shipment and undertake action if any problem occurs. Once the order has been shipped, you will receive access to a track and trace number where you can follow the shipment online. Do not hesitate to contact us if you notice any problems in the track and trace. Our customer service will tend to your problem with great care and a quick response rate.

Damaged Packaging

Contact lenses and accessories are delivered in a sturdy container of sufficient size, thus you can be sure you receive your shipment undamaged and in good condition. However, if the box is damaged, do not accept the package from the logistical partner and specify the reason in the delivery protocol, such as „substantial damage to the box," „liquid leak" etc. You should also contact us immediately, so that we can quickly respond to the problem and provide you with a new delivery.

Warranty and Returns

The 24-month warranty period begins when the product is received by the Buyer. If the purchased item, its packaging or instructions for use attached to it state an expiration date in accordance with special legal regulations, the warranty period shall end on the expiration date. We usually supply contact lenses with an expiration date longer than 24 months. Use-by dates are available for each product in our web store. If you have any questions or doubts of the use-by dates, please contact our customer service.

Complaints and Returns

If you wish to return a damaged or faulty product, we recommend you place it in a stiff box and send it by registered post. This is to prevent damage during transport. If you wish to return any contact lenses that have been unpacked (or used), it should be prevented from drying out during transport. We recommend you place the lens in a case with solution and close it firmly. As each return is unique in its own way we advise you to contact our customer service help desk beforehand to stipulate the exact details of the return (how many lenses will be returned, was the package opened or unopened, will the box be included in the return, communication of the LOT number, etc.) at our email address. The item you wish to return should be accompanied by a letter describing the product's fault and the expected result.

Faulty lenses

If you have any complaints about the quality of your lenses (redness, blurred vision, uncomfortable feeling, dryness), we can send the lenses to the manufacturer who will then execute a thorough quality check of the lenses in question. Please note that this process can take up to two months, including shipping time, as we wait on the final result from the producer. Some lenses may need to be sent abroad for analysis, which can also impact length of this process. When a manufacturing error is recognized, we will send you new lenses with the same parameter combination for free. If, however, it is determined there is no manufacturing error, we cannot refund you for the lenses or send a new pair.

Dissatisfaction with a new brand of lenses

Switching to a new brand of contact lenses, even if recommended by a specialist, carries a risk that this new brand may not fit the wearer. The seller is not liable for any medical complications or discomfort that can result from wearing such lenses. We advise you to always consult with your ophthalmologist or optician before attempting new lenses. Each user can have a different experience with the same type of lenses. We can only exchange these lenses if the packaging is unopened and undamaged.

Dissatisfaction with the effect of coloured lenses

The ultimate effect of wearing coloured lenses is very subjective and may vary according to numerous conditions and influences. First, the effect will be influenced by the pigmentation of your eyes. Second, it can be influenced by external factors, such as light conditions, make-up and clothing choices. Furthermore, the type of coloured lenses (enhancing or opaque) may produce a different result on the coverage of your natural eye colour. Because it is impossible to predict the result for each individual, we cannot offer a refund on coloured lenses if you are unsatisfied with the outcome.

Return address

eOptika
Budapest
Teréz körút 41. I/2.
H-1067

Dispute Resolution

The consumer has a right to demand correction of their dispute resolution if they are not satisfied with the manner the dispute was resolved or if they maintain that the seller violated their consumer rights. They can contact the seller by email. If the seller refuses to conduct the correction or does not reply to the query in a 30-day period, the consumer has a right to submit a complaint with an Alternative Dispute Resolution entity (ADR entity), legally bound by the United Kingdom national law (Consumer Protection Law 2015 no. 542). The complaint can be submitted as detailed in United Kingdom national law (Consumer Protection Law 2015 no. 542).

The consumer can also submit their complaint online via the European Online Dispute Resolution platform (ODR platform) – http://ec.europa.eu/…index_en.htm

The definition of 'consumer' for the purposes of Alternative Dispute Resolution covers natural persons who are acting outside their trade, business, craft or profession. However, if the contract is concluded for purposes partly within and partly outside the person's trade (dual purpose contracts) and the trade purpose is so limited as not to be predominant in the overall context of the supply, that person should also be considered as a consumer. Alternative Dispute Resolution shall apply to procedures for the out-of-court resolution of disputes concerning contractual obligations stemming from sales contracts or service contracts between a trader and a consumer. Alternative Dispute Resolution shall apply to long-distance purchase contracts only. Alternative Dispute Resolution shall not apply to disputes where the value of the claim does not exceed €20. The ADR entity can apply a nominal fee to the consumer for filing the complaint which cannot exceed €5 including VAT.

Withdrawal from the Contract

Everyone has the right to withdraw from the contract within 14 days of receipt of the goods. In the event of withdrawal from the contract, the Buyer must observe the following conditions:
The returned goods must be complete

The goods must not be used or damaged. The original packing must not be opened. If the consumer opens the original packing, then the product can no longer be used for hygiene and safety reasons. Such a product is no longer resalable and cannot be returned.

Required documentation
Please enclose the proof of purchase that we issued, its copy or your order number. Don't forget to include your bank account number.

The goods must be returned in the original condition
We recommend sending the returned goods in a stiff cardboard box rather than an envelope (even if it is an anti-shock envelope). If the shipment suffers damage during transport, we are not obliged to accept it. In the event of withdrawal from the contract, if the Buyer observes the conditions above, he or she shall receive a full refund including the original shipping costs. The Buyer shall bear only the costs incurred in returning the goods. The refund shall be credited to the customer's account within 2–10 days of receipt of the returned goods in a resalable condition.

Privacy Policy
The eOptika company, the operator of the eOpticians.co.uk web store, collects only the contact details necessary for shipping goods and communicating with customers: namely, the customer's name and surname, address, telephone number and e-mail address. The Buyer agrees that these details may be used by the Seller for the purpose as specified above. This information shall not be disclosed to third parties except for shipping companies.

Cookies
In order to improve our website and your shopping experience we use “cookies”. These cookies only contain information that we sent out to your computer, they are not able to read your personal information. By allowing us to use cookies we can identify the device you are using, we cannot identify individuals by using cookies.
We use three different types of cookies for optimizing your online shopping experience:
(1) Temporary cookies track your visits on our website to analyse different usage patterns. They allow us to gather data to optimize our website by personalizing and improving the usage structure. These cookies are automatically deleted after you leave our page.
(2) Permanent cookies stay on your computer for a longer time to enable personalisation and registration services for future visits. These cookies are automatically deleted after a certain period of time, they can also be manually deleted by the user at any time.
(3) Third parties cookies are used by our partners and provide us with information about your interests in certain products and pages. They don’t save any personal data but instead information is stored under unidentifiable pseudonyms. These cookies are saved to your computer and are being automatically deleted after a certain period of time.
Cookies are accepted by default by most browsers and you can individually allow/deny them in your security settings. Please be aware that the disabling of cookies can lead to unavailability or incomplete functionality of certain parts of our website.
We would like to stress that data saved in cookies will not be linked to your personal data unless we specifically ask you for consent (for example to save your address so we can ship you the products).
By continuing on our website you agree that you are happy with the usage of cookies to optimize your shopping experience. If you however are not satisfied with our cookie policy we advise you to; either stop using this website, delete the cookies after browsing the website or use your browser’s anonymous setting to continue on our website.
We are collecting shopping data through Google Analytics.

Valid Prescription Required
By ticking the box on your order that you have read and understand our terms and conditions, you are verifying that you are in possession of a valid prescription for the lenses you are ordering. You hereby confirm that the information you are providing is valid and exactly as prescribed by your eye-care professional. You also confirm that your prescription is less than 12 months old, as required by UK law. You, the customer, give your consent to our contacting your eye-care professional to verify your prescription information, if necessary. You understand that it is your responsibility to undergo regular eye examinations and maintain an up-to-date prescription. eOpticians.co.uk is not responsible for any consequences as a result of deviation from your prescription.