

TERMS AND CONDITIONS

Effective Date: May 2025

1. INTRODUCTION

These Terms and Conditions ("Terms") apply to all sales of goods and services by Ocutune ApS. ("we," "us," or "our"). By placing an order, you ("the Client") agree to abide by these Terms, which take precedence over any other terms proposed by the Client.

2. ORDERS

All orders must be submitted in writing. Products must be ordered in specified quantities as stated in our catalog or website.

3. PRICING

- All quoted prices are valid for 60 days unless otherwise specified.
- Prices may be subject to change without prior notice.
- International orders 'do not' include import taxes, duties, or other applicable fees, which remain the Client's responsibility.

4. PAYMENT TERMS

- Unless otherwise agreed, 'full prepayment' is required before shipping.
- Payment methods and additional terms may be specified at checkout or in an invoice.

5. CHANGES AND CANCELLATIONS

- Order modifications and cancellations require our prior approval.
- A €50 service fee may apply to changes or cancellations after confirmation.

6. DELIVERY

- We will deliver goods to the address provided by the Client.
- Delivery dates are estimates and not guaranteed.
- We are not liable for losses due to delivery delays beyond our control.

7. DAMAGED OR MISSING GOODS

- Clients must inspect their delivery upon arrival.
- Any missing items must be reported within 7 days of the delivery date.
- Any damaged goods must be reported within 24 hours of receipt, accompanied by supporting evidence (e.g., photos).

8. RETURNS (RMA)

- Returns must be pre-approved by us and submitted within 30 days of receipt.
- Returned items must be in original, resalable condition with all packaging intact.
- Unauthorized returns may not be eligible for credit or replacement.

9. SPARE PARTS

- We only guarantee our warranty if approved spare parts from Ocutune is used. Hence If you discover a defect, notify us promptly within the warranty period to receive a Return Merchandise Authorization (RMA).

10. WARRANTY

- We provide a 1-year warranty on the OcuWEAR product from the invoice date.
- If you discover a defect, notify us promptly within the warranty period to receive a Return Merchandise Authorization (RMA).
- Products will only be accepted with proper RMA documentation.

11. EXCLUSIONS

The warranty does not cover:

- Damage resulting from misuse, accidents, or natural disasters.
- Consumable items or product upgrades.

12. LIMITATIONS OF LIABILITY

- Our liability is limited to the purchase price of the product.
- We cannot be held responsible for special or consequential damages, including loss of profits.

13. INDEMNIFICATION

- The Client agrees to protect and indemnify us from any claims arising from the use of our products, except for those related to product defects.

14. FORCE MAJEURE

- We are not liable for delays or failure to perform due to unforeseen events beyond our control, including but not limited to natural disasters, strikes, supply chain disruptions, or government regulations.
- Our performance will resume once the affected event is resolved.

15. NOTICES

- Any notices related to this agreement must be in writing, and sent to Ocutune ApS.

Ocutune ApS

C/O DTU Link

Frederiksborgvej 399, BLDG. 108

DK-4000 Roskilde

CVR. 40390766

16. GOVERNING LAW & JURISDICTION

- This agreement is governed by the laws of Denmark.
- Any disputes will be resolved in Danish courts.