



EUROPEAN ORGANIZATION
OF TRANSLATORS AND INTERPRETERS

Conditions of Sale

EOTI INVITES YOU TO READ CAREFULLY THE PRESENT "TERMS AND CONDITIONS" (MADE UP OF SECTIONS NAMED "CONDITIONS OF SALE" AND "CONDITIONS OF SALE FOR E-BOOKS") BEFORE YOU PROCEED TO PURCHASE PRODUCTS AND/OR E-BOOK SUPPLY SERVICES ON THE WEBSITE WWW.EOTI.ONLINE. THE PRESENT "TERMS AND CONDITIONS" TOGETHER WITH THE PRIVACY POLICY, IN FORCE SINCE JANUARY 23, 2014, (IN THE CASE OF REGISTRATION ON THE WEBSITE WWW.EOTI.ONLINE) MUST BE ACCEPTED AT THE TIME OF PURCHASE.

The purchaser expressly states to make the purchase for purposes other than business or professional activity.

Identification of supplier

The goods subject to these terms and conditions are offered for sale by EOTI with headquarters / branch in Heidenfeldstraße, 8 - 10249 Berlin (DE) registered at the Tax Office (Finanzamt Friedrichsh-Kreuzberg), Fiscal code: MCHLSN69D14Z112P, VAT Number: DE 313391237, hereinafter referred to as "supplier".

Art. 1

Definitions

- 1.1.** "Contract online sales" means the sale and purchase agreement relating to movable tangible property of the supplier, entered into between them and the purchaser, within the system of distance selling, which can be performed by means of telematic tools directly on the supplier's website, www.eoti.online.
- 1.2.** The term "purchaser" means a natural person undertaking the consumer purchase, under this contract, for purposes not related to business or professional activity.
- 1.3.** The term "supplier" means the person named in the quote or the entity providing the information services.

Art. 2

Object of the contract

2.1. With this contract, respectively, the supplier sells and the purchaser buys remotely using computer tools, moveable property listed and offered for sale on the website www.eoti.online.

2.2. The products referred to in the previous point are shown and described on the web page www.eoti.eu.

Art. 3

Execution of the contract

The contract between the supplier and the purchaser is agreed to exclusively online, by accessing the purchaser at www.eoti.online, where, following the described procedures, the purchaser will come to formalize a proposal purchase of the above mentioned goods, the sale contract referred to in the previous article point 2.1.

Art. 4

Conclusion and effectiveness of the contract

4.1. The purchase agreement is concluded by correctly filling out the application form and the consensus expressed by the accession sent online, or by filling out the form attached to the electronic catalog online at www.eoti.online and then by sending it, after viewing a web page with printable summary of the order, in which are reported information about the purchaser and the order, the price of the goods purchased, the cost of shipping and any additional charges, the methods and terms of payment, the address where the goods will be delivered, the delivery time and the existence of the right of withdrawal.

4.2. When the supplier receives the order by the purchaser, he shall send a confirmation email or display a web page confirmation and a printable order summary, in which are also reported the above mentioned data.

4.3. The contract is deemed not perfected and effective between the parties at fault as indicated above.

Art. 5

Payment method and reimbursement

5.1. Any payment by the purchaser can only be made by means of one of the methods indicated by the supplier on the web site www.eoti.online

5.2. Any refund will be credited to the purchaser by one of the methods proposed by the supplier and chosen promptly by the purchaser in case of exercise of the right of withdrawal, as regulated in this contract by Art. 13 point 2 et seq., no later than fourteen days from the date on which the supplier is aware of the termination.

5.3. All communications relating to payments are made on a dedicated line of the supplier protected by the encryption system (SSL) Secure Socket Layers. The supplier guarantees the storage of this information as an additional layer of encryption and security in accordance with the provisions of current legislation regarding the protection of personal data.

Art. 6

Timing and delivery method

6.1. The supplier will deliver the products selected and ordered, so as chosen by the purchaser or indicated on the website at the time of the supply of the product, as confirmed in the e-mails referred to in point 4.3.

6.2. The delivery time may vary from the day you order to a maximum of no. 5 (five) business days from confirmation. If the supplier is unable to meet the delivery deadline indicated in section 6.1, but shall, within that

referred to in the following paragraph, he will give prompt notice via email to the purchaser.

6.3. The procedures, time and costs are clearly indicated and highlighted at the following address: www.eoti.online

Art. 7

Prices

7.1. All sale prices of the products shown on the website www.eoti.online, are expressed in euro and are offered to the public pursuant to laws of the German Civil Code, Bürgerliches Gesetzbuch (BGB).

7.2. The sale prices referred to in the preceding paragraph are inclusive of VAT and any other taxes. The shipping fee and any additional charges (e.g. customs clearance), if any, although included in the purchase price, shall be listed and calculated in the shopping process prior to the order by the purchaser and shall also be contained in the web page summary of your order.

7.3. The prices indicated in respect of each item offered to the public shall be valid until the date indicated in the catalog.

Art. 8

Product availability

8.1. The supplier shall ensure through the electronic system the order processing and delivery without delay. To do so he indicates in real time, in his electronic catalog the number of available and not available products as well as the shipping time.

8.2. If an order is out of stock, the supplier will inform the purchaser by e-mail if the item is no longer bookable, or how long is the waiting period to get it, wondering whether the purchaser will confirm the order or not.

8.3. The supplier's computer system confirms as soon as possible the order registration by submitting to the purchaser a confirmation email, according to the point 4.2.

Art. 9

Limitation of liability

9.1. The supplier can not be held liable for disruptions due to force majeure, in the case he fails to execute the order within the time specified in the contract.

9.2. The supplier shall not be liable to the purchaser, except for the wilfull misconduct and gross negligence, for outages or malfunctioning associated with the use of internet outside of his control or his subcontractors.

9.3. The supplier will not be also responsible for any damages, losses and costs incurred by the purchaser as a result of breach of contract for reasons not attributable to him, the purchaser shall only be entitled to a refund of the price paid and any charges incurred.

9.4. The supplier does not assume any responsibility for any fraudulent or illegal use, which may be perpetrated by third parties, of credit cards, checks or other means of payment, when payment for goods proves that he took all possible measures based on the best knowledge and experience of the moment and on the basis of ordinary diligence.

9.5. In no event shall the purchaser be held responsible for delays or mistakes in the payment, if he proves to have made the payment according to the methods specified by the supplier.

Art. 10

Liability for defects, damage and evidence of recoverable damages: supplier's obligations

10.1. In accordance with German Civil Code, BGB the supplier is liable for damage caused by defects of goods sold, if he fails to inform the injured person, within three months of the request, about the identity and address of the producer and the person, who supplied him with the goods.

10.2. The above mentioned request by the injured party shall be in writing, it shall indicate the product that caused

the damage, the place and date of purchase and it shall also contain the offer in view of the product, if it still exists.

10.3. The supplier shall not be held liable for any consequences resulting from a defective product, if the defect is due to compliance of the product with a rule of law, with a mandatory or binding measure, or if the state of scientific and technical knowledge at the time when the producer put the product into circulation did not allow to consider the product as defective.

10.4. No compensation will be payable, if the injured party was aware of the product defected and the danger entailed by it, but nevertheless he has himself voluntarily exposed to it.

10.5. In any case, the claimant shall prove the defect, the damage and the causal relationship between defect and damage.

10.6. The injured party may claim compensation for any damage caused by death or personal injury or destruction or damage to property other than the defective product, provided that it is intended for private use or consumption and thus mainly used by the injured.

Art. 11

Guarantees and forms of assistance

11.1. The supplier is liable for any lack of conformity which becomes apparent within a period of two years after the delivery of the goods.

11.2. For the purpose of this contract is assumed that the purchaser's goods comply with this contract if, where relevant, the following circumstances exist:

- a) they are fit for the purposes for which goods of the same type are normally used;
- b) they comply with the description given by the supplier and have the qualities of the goods, which the supplier has presented to the purchaser as a sample or model;
- c) they show the quality and performance which are normal in goods of the same type and which the purchaser can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the supplier, the producer or his representative particularly in advertising or on labelling;
- d) they are fit for any particular use which the purchaser requires them and which he made known to the supplier at the time of conclusion of the contract and which the supplier has accepted, also implicitly.

11.3. The purchaser loses all rights to the supplier if he doesn't denounce the lack of conformity within a period of two months from the date on which the defect was discovered. The complaint is not necessary, if the supplier has acknowledged the existence of the defect or has concealed it.

11.4. In any case, unless evidence to the contrary, it is assumed that the lack of conformity which becomes apparent within six months from the delivery of goods already existed on that date, unless this presumption is incompatible with the nature of the goods or the nature of the defect of conformity.

11.5. In the case of a lack of conformity the purchaser may ask, alternately and free of charge, under the conditions described below, the repair or replacement of the item he bought, a reduction of the purchase price or the termination of this contract, unless the requested remedy is impossible or disproportionate in accordance with German Civil Code, BGB.

11.6. The request should be sent to the supplier in writing, by registered letter with return receipt or by PEC to the following e-mail address michelucci@pec.eoti.eu. The supplier shall indicate his willingness to act on the request, or the reasons that prevent him to do so, within seven working days of receipt of the request. In the same communication, where the supplier has accepted the request of the purchaser, he shall indicate the delivery method or the return of the goods, as well as the deadline for the return or replacement of defective goods.

11.7. If the repair and replacement of the goods are impossible or too expensive or the supplier has failed to repair or replace the goods within the period referred to in the previous paragraph or as a result replacement or repair carried out previously have caused inconvenience to the purchaser, he may request, at his option, an appropriate reduction of the price or the contract cancelled. In this case the purchaser shall send his request to the supplier within seven working days of receipt in order to indicate his willingness to act, or the reasons that prevent him from doing so.

11.8. In the same communication, where the supplier has accepted the request of the purchaser, he shall specify the reduction of the price proposal or how to return the defective goods. In such cases the purchaser will bear the burden of re-crediting of amounts previously paid to the supplier.

Art. 12

Purchaser's obligations

12.1. The purchaser agrees to pay the price of the goods according to the procedures and deadlines specified in the contract.

12.2. At the end of the online purchasing process, the purchaser should print and store a copy of this contract. **12.3.** The information contained in this contract have been already read and accepted by the purchaser, who

acknowledges, as this step is mandatory, before the purchase confirmation.

Art. 13

Right of withdrawal

13.1. The purchaser has the right to withdraw from this contract within 14 days without giving any reason.

13.2. The withdrawal period pursuant to Art. 9 of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights will expire after 14 days from the day the purchaser has received the product purchased.

13.3. To exercise the right of withdrawal, the purchaser must inform the supplier of his decision to withdraw from this contract by an unequivocal statement by registered letter with acknowledgment of receipt addressed to EOTI – Heidenfeldstraße, 8 – 10249 Berlin (DE), or by means of electronic post to the email address info@eoti.online, on condition of written confirmation by registered letter with acknowledgment of receipt addressed to EOTI – Heidenfeldstraße, 8 – 10249 Berlin (DE), within the following 48 (fortyeight) hours. Shall prevail between the parties the stamp on the receipt issued by the post office.

13.4. The purchaser can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on the website <https://www.eoti.online/info/Right-of-Withdrawal--Model-Withdrawal-Form.html>. If he uses this option, the supplier will communicate to him an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by email) without delay.

13.5. To meet the withdrawal deadline, it is sufficient for the purchaser to send his communication concerning his exercise of the right of withdrawal before the withdrawal period has expired.

13.6. In the case where the supplier has failed to fulfill the information about the existence, procedures and deadlines for the return or collection of the goods, if the aforementioned right of withdrawal is exercised pursuant to Art. 355 of the German Civil Code, BGB, the deadline for exercising the right of withdrawal is 14 (fourteen) days from the date of receipt of the goods by the Consumer.

13.7. The purchaser shall not be entitled to any right of withdrawal in the case of supplying of audio or video recordings or computer software, whose seal was broken by himself, in the case of supplying of goods made to his specifications or clearly customized or which, by virtue of their nature, cannot be returned or are liable to deteriorate or expire rapidly, such as supply of newspapers, periodicals and magazines and in the case of supplying of goods, the price of which is dependent on financial market rate fluctuations beyond the control of the supplier.

Effects of withdrawal

13.8. If the purchaser withdraws from this contract, the supplier shall reimburse to him all payments received from him, including the costs of delivery (with the exception of the supplementary costs resulting from his choice of a type of delivery other than the least expensive type of standard delivery offered by the supplier), without undue delay and in any event not later than 14 days from the day on which the supplier is informed about his decision to withdraw from this contract. The supplier will carry out such reimbursement using the same means of payment as the purchaser used for the initial transaction, unless he has expressly agreed otherwise; in any event, he shall not incur any fees as a result of such reimbursement. The only expenses due from the purchaser when he exercises the right of withdrawal pursuant to this Article shall be the direct expenses of returning such goods to the supplier.

13.9. The supplier may withhold reimbursement until he has received the goods back or the purchaser has supplied evidence of having sent back the goods, whichever is the earliest. In any case to be entitled to a full refund of the price paid, the goods shall be returned undamaged and in a good state of repair.

13.10. The purchaser shall send back the goods or hand them over to the supplier, without undue delay and in any event not later than 14 days from the day on which he communicates his withdrawal from this contract to the supplier. The deadline is met if he sends back the goods before the period of 14 days has expired.

13.11. The purchaser is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

13.12. Upon receipt of the communication by which the purchaser shall exercise the right of withdrawal, the parties to this contract are dissolved by mutual obligations, without prejudice to the provisions of the above paragraphs.

Art. 14

Causes of termination

The obligations referred to in paragraph 12.1 assumed by the purchaser, and the guarantee of successful payment, that the purchaser makes according to the procedures specified in paragraph 5.1, as well as the exact fulfillment of the obligations specified in paragraph 6 assumed by the supplier are essential, so that by express agreement the failure of even just one of such obligations shall cause, if not determined by unforeseeable circumstances or force majeure, the termination of the contract without necessity of judicial pronouncement.

Art. 15

Privacy protection and processing of purchaser's data

15.1. EOTI protects the privacy of its purchasers and ensures that the data processing complies with the EU General Data Protection Regulation (GDPR).

15.2. Personal data collected directly and / or by third parties by the supplier EOTI, data controller, are collected and processed in printed form, electronic format and on line with the purpose of registering the order and providing the purchaser with the procedures for the execution of this contract and the necessary communications as well as the fulfillment of any legal obligation in order to allow an effective management of business relationships to the extent necessary to carry out properly the requested service.

15.3. EOTI undertakes to treat strictly confidential any data and information submitted by the purchaser and not to disclose them to unauthorized persons, or use them for purposes other than those for which they were collected or transmit them to third parties. These data can be produced only upon request of the court or other authorized authority.

15.4. Personal information will be disclosed, after signing the obligation for confidentiality, only to third parties, who carry out activities necessary for the execution of the contract and communicated exclusively for such purpose.

15.5. The purchaser shall have the right to obtain:

a) updating, rectification or, where interested therein, integration of the data;

b) erasure, anonymization or blocking of data that have been processed unlawfully, including data, whose retention is unnecessary for the purposes, for which they have been collected or subsequently processed;

c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected. A data subject shall have the right to object, in whole or in part, i) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection; ii) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

15.6. The communication of personal data by the Purchaser is a necessary condition for the proper and timely performance of this contract. Failing that, can not be executed the Purchaser's requests.

15.7. In any case, the collected data will be kept no longer than necessary for the purposes for which the data were collected or subsequently processed. Their removal will occur properly.

15.8. The data controller is EOTI, to whose headquarters / branch the purchaser can address his request.

15.9. Any communication addressed to the EOTI (including email) (requests, suggestions, ideas, information, materials, etc..) will not be considered information or data of confidential nature, they shall not violate the rights of others and must contain valid information, not to the detriment of rights of others and they must be true. In any case EOTI can not be held liable for the content of the messages.

Art. 16

Storage of the contract

Pursuant to EU Regulation, the supplier shall inform the purchaser that each order is stored in digital/hard copy on the server at the premises of the supplier, according to the criteria of confidentiality and security.

Art. 17

Communications and complaint

17.1. Written communications addressed to the EOTI and any complaint will be considered valid if sent to the following address: Heidenfeldstraße, 8 - 10249 Berlin (DE) or per email to the following address: info@eoti.online

17.2. Purchaser shall indicate on the registration form his residence or domicile, telephone number or email address to which he wishes to be sent communications by the supplier.

Art. 18

Settlement of disputes

18.1. All disputes arising from this contract shall be referred to the District Court "Amtsgericht Tempelhof-Kreuzberg (Berlin)" and settled in accordance with the conciliation rules adopted by it.

18.2. If parties to the contract intend to resort to the ordinary judicial authority, the competent court is that of the place of residence or domicile of the purchaser.

Art. 19

Application law and reference

This contract is regulated by German Civil Code, das Bürgerliche Gesetzbuch (BGB).

Art. 20

Final clause

This agreement cancels and supersedes any prior agreements, understandings, negotiations, either written or oral, performed by the parties and referred to the subject of this contract.

A – I DON'T ACCEPT THE ABOVE CONDITIONS

B – I ACCEPT THE ABOVE CONDITIONS

Conditions of sale for e-books

Preamble

EOTI invites the purchaser to read carefully the present conditions of sale for eBooks, and to accept them, eventually printing and saving them as electronic copy, before they perform any procedure of download.

Art. 1

Governing law and jurisdiction

All the contracts between the purchaser and EOTI will be regulated by the European and German law on distance selling and concluded in accordance with the Directive 2000/31/EC on Certain Legal Aspects of Information Society Services in the Internal Market, with particular reference to E-Commerce

All disputes arising from this contract shall be referred to the District Court "Amtsgericht Tempelhof-Kreuzberg (Berlin)" and settled in accordance with the conciliation rules adopted by it.

Art. 2

Privacy

For the regulation of the personal processing data by EOTI you are referred to: www.eoti.eu

Art. 3

Delivery of digital products

For all the products (digital files, eBooks, software, etc.) delivery is made directly after the receipt of a notice, via email, to the purchaser, who will be able to download the file directly from his own personal area on the supplier's website, or to activate the link sent by email and follow the download instructions. The order of download (whose object is either the supply of eBooks paid or the free supply of them) sent by the purchaser has the status of a contractual offer and implies full knowledge and acceptance of these terms and conditions of sale, as well as knowledge and acceptance of the format and the extent and method of consultation of ebooks.

Art. 4

Prices, availability and terms of payment

The price of the products is clearly indicated on the website and is inclusive of VAT. In the event that a product is not available for download, the purchaser will be promptly notified by email. The data relating to the price and availability indicated in the website are subject to change without notice. For all the products in digital format shall not be charged shipping costs. All payments will be made by credit card or Pay Pal.

Art. 5

Security and privacy

The payments are protected by (SSL) Secure Socket Layers, all data will be encrypted in order to make them unreadable if intercepted, in such way the data related to charges and credit card details are protected.

Art. 6

Limitations

If digital files are not provided with protection systems, the purchaser shall make private use of their content in accordance with the conditions set forth in the various licenses attached to the products. Services and content of eBooks are protected by copyright laws and any other applicable laws. The purchaser acquires the rights of exploitation of products in digital format by virtue of the licenses released for each product. If any, the purchaser shall not remove or delete digital file protection. If the purchaser issues false statements during the registration process or when he completes the purchase order, or in case of non-conformity with the provisions of the conditions of sale for eBooks, he shall be liable for all and any damages incurred by EOTI including those that the latter is required to compensate to third parties.

Art. 7

Right of withdrawal

In the case where the eBook has not yet been downloaded the right of withdrawal is not applicable.

Art. 8

Information and claims

For information about the products or explanation of terms and conditions the purchaser may address his requests to the customer service responsible for managing the site to the email address info@eoti.online and follow the instructions contained therein.