

General terms and conditions of online sale

Effective from 16 September 2026

1. Seller and scope

These General Terms and Conditions govern purchases made through <https://www.isolani.com> by customers acting as consumers.

The seller is **Istituto Ottico Isolani S.r.l.**, with registered office at Corso Buenos Aires 75R, Genoa, REA GE-417766, VAT number IT01551730995, and e-commerce operations at Via XXIII Settembre 4, Località Gattorna, 16047 Moconesi (GE), email eshop@isolani.com, telephone **0185 934986**.

Reserved activities relating to the sale and preparation of corrective spectacles and contact lenses are carried out, directly or under their direct supervision, by opticians qualified in Italy, including those with optometric expertise, in accordance with applicable law.

"Consumer" means an individual who purchases for purposes outside their business, trade, craft or profession. Separate terms may apply to professional or business purchases and must be requested before placing the order.

These Terms apply to the enabled destinations that can be selected at checkout. Availability, order limits, delivery options and payment methods may vary according to destination and are shown before the order is submitted.

The applicable version is the one made available to the customer before the order is placed. Subsequent changes do not affect contracts already concluded.

2. Product information

Product pages describe the essential characteristics, available options, price and, where applicable, indicative preparation times. Images help to represent the product, but colours and proportions may vary according to the screen used; the technical specifications and options selected in the order summary are authoritative.

Isolani sells exclusively new and genuine products sourced from the manufacturer or an authorised supply chain. Before dispatch, it carries out technical and quality checks appropriate to the nature of the product, verifying that it matches the order, is apparently intact, bears the available identification codes and is suitably packaged, without altering the manufacturer's original seals.

The customer must carefully check the product, quantity, option, parameters, addresses and price before submitting the order. Articles 6 and 7 also apply to contact lenses and glasses fitted with prescription lenses.

3. Ordering process and conclusion of the contract

The customer selects the products, checks the basket, provides the required information, chooses delivery and payment and, before submitting the order, sees a summary showing the price, taxes and applicable charges. The final button makes it unambiguous that submitting the order entails an obligation to pay.

Submitting the order entails an obligation to pay. At the end of the process, Isolani records the order and sends a confirmation email without undue delay to the address provided by the customer. Registration of the order, as evidenced by the confirmation page and corresponding email, constitutes acceptance of the order and concludes the contract. The confirmation contains the essential details of the order, uniquely identifies the applicable Terms and provides a direct link to the corresponding immutable public copy, which the customer can view, save and print.

The automated email confirms the order recorded by the system. The technical assessment required for customised RX glasses remains applicable in all cases.

Isolani may ask for clarification or work with the customer to correct information that is clearly incomplete or inconsistent. No change to the product or substitution will be made without the customer's express consent.

4. Availability and obvious errors

Availability shown on the website may change while an order is being processed. If a product becomes unavailable, Isolani will inform the customer without undue delay. An alternative product may be supplied only with the customer's express agreement; otherwise, the unavailable part of the order will be cancelled and the corresponding sums, together with any delivery charges that are no longer due, will be refunded without undue delay.

Where a price or information is manifestly incorrect and recognisable as such, Isolani will contact the customer before fulfilment. The customer may confirm the order on the correct terms or have it cancelled and receive a full refund of the sums concerned.

5. Prices, taxes, customs duties and charges

The final price, applicable taxes and delivery charges are summarised at checkout based on the destination declared by the customer. The customer must select and confirm the correct delivery country.

For deliveries within the European Union, checkout applies the VAT treatment required for the destination and transaction. For deliveries outside the European Union, the price may be shown without Italian VAT where the relevant conditions are met.

Unless checkout expressly states that customs duties, import taxes and customs-clearance charges are included, these amounts are determined by the authorities and operators in the destination country and remain payable by the recipient. Isolani does not determine their amount. Any minimum or maximum order limits associated with the destination are shown before the order is submitted.

6. Contact lenses: selection, use and safety

Contact lenses are medical devices and must be selected and used in accordance with the manufacturer's instructions, the advice of the professional and the applicable law.

The online service for corrective contact lenses is intended for the informed reordering of lenses that have already been professionally fitted or adapted. Before purchasing, the customer is advised to check that:

- the selected brand, model and parameters correspond to lenses already fitted or adapted by a qualified professional;
- the entered parameters correspond to the advice received and to a valid prescription or specification, where required by applicable law;
- the online purchase is a reorder and does not replace an initial fitting, regular checks or professional advice.

In the event of a first fitting, a change of brand or model, altered parameters, discomfort, irritation or any doubt about suitability, the customer must consult a professional before use.

Where necessary to protect the customer's safety or comply with the law applicable to the destination, Isolani may request further information or a copy of a valid prescription before fulfilment. Pending receipt and verification of the documentation, preparation and dispatch of the affected part of the order will be suspended. The information will be requested and processed through the secure channel specified by Isolani.

If the requested documentation is not provided or does not enable the applicable safety or compliance requirements to be confirmed, Isolani will explain the reason, cancel the affected part of the order and refund in full and without undue delay the relevant sums and any delivery charges that are no longer due. If mandatory uploading is introduced for specific countries or products, this will be clearly stated in the relevant purchase process.

Incorrect product. For the purposes of these Terms, an incorrect contact lens, as distinct from a defective or otherwise non-conforming lens, is one whose brand, model, type or one or more parameters do not match the order confirmation. Before opening the manufacturer's original closure on each individual retail pack, the customer must check those details on the outside. Opening the pack does not remove the legal guarantee in respect of defects or non-conformities that could not be identified before opening. An opened pack cannot instead be returned because of a change of mind; where the error was clearly identifiable from the external information before opening, it cannot be accepted as a straightforward return of an incorrect product, without prejudice to the handling of any complaint and mandatory rights to the extent provided by law.

7. Complete glasses fitted with customised prescription lenses

Complete glasses with prescription lenses that are cut, centred and assembled according to the customer's prescription and individual parameters are goods made to the consumer's specifications or clearly personalised.

7.1 Technical feasibility assessment

After the order is placed and before work begins, Isolani or its appointed laboratory objectively assesses the compatibility of the prescription, frame, lens type, centration, treatments and technical manufacturing limits.

If information is missing or inconsistencies arise, Isolani will contact the customer for clarification. No parameter will be changed, no frame will be substituted and no different lens or treatment will be selected without the customer's express agreement.

If the ordered configuration is objectively impossible to produce or cannot be produced safely and in conformity, Isolani will explain the reason and cancel the affected item. The sums paid for that part and any delivery charges that are no longer due will be refunded in full, without undue delay, using the same means of payment. A different means may be used only where technically impossible, with express prior agreement and at no cost to the customer.

If the same order contains complete RX glasses and separate non-personalised products, any cancellation due to technical impossibility will affect only the RX item. The other items will proceed as normal; before changing the remainder of the order, Isolani will inform the customer, and no additional charge will be applied without the customer's express agreement. If cancellation of the RX item means that delivery charges are no longer due, those charges will be refunded.

The feasibility assessment does not limit Isolani's responsibility for the correct production of the product or the legal guarantee of conformity.

7.2 Withdrawal in the event of a change of mind

For complete glasses whose prescription lenses are cut, centred and fitted according to the customer's prescription and individual parameters, the right of withdrawal for a simple change of mind is excluded under Article 59(1)(c) of the Italian Consumer Code because they are goods made to the consumer's specifications or clearly personalised.

Complete RX glasses ordered as such constitute a single personalised product comprising the frame and prescription lenses: the right of withdrawal for a change of mind cannot be exercised in respect of the frame alone or the lenses alone. If the same order also contains separate non-personalised products, such as sunglasses purchased separately, those products retain the right of withdrawal where provided by law.

The exclusion does not apply merely because a product belongs to the "glasses" category: it does not extend to frames purchased without prescription lenses, standard ready-made reading glasses or other standard products that have not been modified to individual specifications.

The exclusion does not apply to rights arising from an incorrect, damaged, defective product or a product that does not conform to the order, and it does not limit any other mandatory remedy provided by law.

Incorrect product and complaint assessment. For the purposes of these Terms, incorrect complete RX glasses, as distinct from defective or otherwise non-conforming glasses, are glasses whose frame model, code, colour or size, or whose lens prescription or parameters, do not match the order confirmation. Visual dissatisfaction or difficulty adapting does not, by itself, constitute a defect where the lenses conform to the prescription and confirmed parameters, as certified by the declaration of conformity issued by Isolani; it may depend, for example, on individual adaptation or the suitability of the prescription supplied. Whenever a complaint is made, Isolani will always verify the model, code, colour, size, powers and parameters, as well as centration, fitting and workmanship. Errors or defects attributable to the manufacture of the glasses and any other non-conformity recognised by law remain fully covered by the guarantee.

8. Payment

The customer may use the payment methods actually shown at checkout, according to the delivery country, the order value and any other applicable conditions. Any terms and charges associated with an individual payment method, including instalment-payment services, are displayed before the order is submitted.

Isolani does not collect the full details of payment instruments managed directly by the respective providers. For electronic payments, preparation and dispatch of the order will begin only after a successful payment or the required authorisation. Recording an order with the status "pending", "unpaid", "cancelled" or equivalent does not prove that payment has been received.

For methods involving later payment or receipt of funds, including bank transfer and cash on delivery where available, the relevant arrangements and timescales are communicated at checkout and in the order confirmation. If payment is not made or authorisation is not obtained, Isolani may contact the customer and subsequently cancel the order.

9. Delivery and transfer of risk

The available products, charges and carriers depend on the destination and are shown at checkout. The estimated delivery date or window shown on the product page takes account of product availability and working days. For complete glasses fitted with customised prescription lenses, the time needed for assessment and lens production, indicatively around 10 working days, is added to the ordinary estimate.

Unless a different time is agreed or stated before the order, delivery will take place without undue delay and in any event within the period prescribed by law. In the event of delay, the remedies provided by mandatory consumer-protection rules apply.

The risk of loss or damage passes to the customer when the customer, or a third party appointed by the customer other than the carrier, takes physical possession of the products, unless the carrier was chosen by the customer outside the options offered by Isolani in the cases provided by law.

On delivery, the customer is advised to inspect the outside of the parcel for damage. If there is visible opening, wetting, crushing, tampering or other damage, the customer is advised to refuse delivery or accept it only after entering a specific reservation describing the issue on the carrier's document, and to notify Customer Care without undue delay, enclosing photographs of the parcel, label and product where possible.

If damage was not visible on delivery, the customer is advised to report it as soon as it is discovered and, where possible, within eight days, retaining the packaging and relevant documentation. These steps facilitate checks and any claim against the carrier; failure to refuse the parcel, enter a reservation or meet the recommended period does not automatically result in the loss of the customer's mandatory rights against Isolani.

For orders where **Trusted Shops Buyer Protection** has been activated and confirmed to the customer, the customer may use it in the covered cases and subject to the territorial, value and time limits communicated by Trusted Shops. This additional protection does not limit the consumer's statutory rights, does not replace the legal guarantee of conformity and does not constitute Isolani's participation in any particular alternative dispute resolution body. Details are available on [Isolani's Trusted Shops Guarantee page](#) and in the protection terms referenced by that service.

10. Right of withdrawal

Where provided by law, the consumer may withdraw without giving any reason within fourteen days from the day on which the consumer, or a third party appointed by the consumer other than the carrier, acquires physical possession of the goods. Where goods from a single order are delivered separately, the period runs from possession of the last item or lot.

To exercise the right of withdrawal within the applicable period, the customer may:

- if the purchase was made with an account, use the return-request function available under **My account** → **Order history and details** → **Details** for the relevant order;
- if the purchase was made as a guest, or as an alternative to the online function, send an unequivocal statement by [WhatsApp to +39 010 620 4094](#), to eshop@isolani.com or to the seller's address, specifying at least the customer's full name, order reference, affected product and decision to withdraw;
- use, if preferred, the model form set out at the end of these Terms. Use of the model form is optional and is not necessary where the decision to withdraw is clearly communicated through one of the other channels.

An authorisation or RMA number may be provided to facilitate logistics, but it is not a condition for the effectiveness of an unequivocal withdrawal communication sent on time.

The product must be returned without undue delay and in any event within fourteen days after communicating the withdrawal to:

Isolani eShop — Via XXIII Settembre 4, Località Gattorna, 16047 Moconesi (GE), Italy.

Instead of dispatching the return, the customer may ask by [WhatsApp to +39 010 620 4094](#) or eshop@isolani.com to deliver it to a Centro Ottico Isolani. This option is available only by prior agreement with Customer Care, which will confirm the centre and handover arrangements in writing. The product must not be left at a different centre or before confirmation is received.

Unless Isolani expressly offers a free return method, the direct cost of returning goods following a simple change of mind is payable by the customer. If Isolani agrees to arrange a paid collection at the customer's request, the cost will be communicated before confirmation. Where, however, the return or collection is required to remedy an error attributable to Isolani or an item that is damaged, defective or non-conforming, the relevant costs will be borne by Isolani in accordance with the legal guarantee.

The customer is liable only for any diminished value resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods. Where reasonably possible, the customer is advised to return the product, accessories, documentation and original packaging protected by suitable outer packaging. The absence of the original packaging does not automatically invalidate withdrawal for ordinary goods, but may affect the assessment of diminished value. The specific exceptions for hygiene seals and personalised goods remain applicable.

11. Exceptions to the right of withdrawal

The right of withdrawal for a change of mind is excluded in the circumstances provided by law and, in particular:

1. for complete glasses whose prescription lenses are cut, centred and fitted according to the customer's prescription and individual parameters, as goods made to the consumer's specifications or clearly personalised;
2. for contact lenses and other sealed goods which are not suitable for return for health-protection or hygiene reasons where the hygiene and health seal has been opened after delivery, under Article 59(1)(e) of the Italian Consumer Code.

For contact lenses, the manufacturer's original closure on each individual retail pack constitutes the hygiene and health seal. Before opening each pack, the customer must check that the brand, model, type and all parameters shown on the outside — including, where present, power, base curve, diameter, cylinder, axis and addition — match those ordered. If there is any discrepancy, the pack must not be opened and the customer must contact Customer Care immediately.

Under Article 59(1)(e) of the Italian Consumer Code, the right of withdrawal is excluded where the original closure has been opened, torn, altered or tampered with after delivery. Resealing with adhesive tape, glue or any other means does not restore the integrity of the pack. A pack that has been opened or tampered with in this way cannot be accepted under the right of

withdrawal or placed back on sale. Opening the shipping package alone does not amount to opening the lens pack. If the order comprises several packs sold separately, the right of withdrawal remains available for those whose original closure remains intact.

This exclusion concerns the right of withdrawal and does not limit the mandatory remedies available under the legal guarantee where Isolani has delivered a product different from the one ordered or a product that is damaged, defective or non-conforming. Such cases are handled as conformity complaints: Isolani will state whether the product must be kept, documented or made available for collection at Isolani's expense, solely for inspection or disposal. An opened product will not in any event be placed back on sale. Opening a pack despite a discrepancy already clearly identifiable from the information shown on the outside may be taken into account in handling the complaint and in assessing the consequences attributable to the customer, to the extent permitted by law.

12. Refunds following withdrawal

In the event of a valid withdrawal, Isolani will refund all payments received in respect of the goods covered by the withdrawal. If the entire order is withdrawn, all initial standard delivery costs will also be refunded; in the event of a partial withdrawal, delivery costs will be refunded as required by law. Supplementary costs resulting from the choice of a delivery method more expensive than the standard option offered will not be refunded.

On receiving the returned goods, Isolani records the return, matches it to the order and carries out, without undue delay, the necessary checks on identity, completeness and condition and, where applicable, the integrity of the hygiene and health seal. These activities do not introduce any additional period beyond those prescribed by law.

The refund will be made without undue delay and in any event within fourteen days after communication of the withdrawal. Unless Isolani has offered to collect the goods directly, it may withhold the refund until it has received the goods or until the customer provides evidence of having sent them back, whichever occurs first.

The refund is made using the same means and, where technically applicable, the same transaction or payment network as used for the original payment: for example, PayPal through PayPal, a card through the relevant network and a bank transfer by bank transfer. The customer may not unilaterally request that the refund be credited to a different method. An alternative means may be used only in the event of technical impossibility, by express prior agreement and at no cost to the customer.

For instalment or deferred payments, Isolani sends the cancellation or refund to the same provider used for the order. The provider updates or cancels any instalments not yet collected and refunds amounts already paid in accordance with its own procedures. Where available, the customer may register the return in the provider's app to suspend payments temporarily while it is being processed; such notification does not replace Isolani's submission of the refund.

Once the refund instruction has been correctly submitted, posting and display of the credit may require further processing time, which varies depending on the bank, card issuer, payment network or provider and is not directly controlled by Isolani. This processing time does not alter or extend the period within which Isolani must correctly issue the refund. If the instruction is rejected or not executed, Isolani will carry out the necessary checks and issue it again.

Any diminished value attributable to the customer will be assessed proportionately and with reasons given.

13. Incorrect, damaged or non-conforming product

Withdrawal for a change of mind is distinct from a complaint about an incorrect, damaged, defective or non-conforming product. In these cases, the customer may contact Isolani, preferably by [WhatsApp to +39 010 620 4094](https://api.whatsapp.com/send?phone=390106204094), or email eshop@isolani.com, stating the order number and the issue found; photographs may assist the assessment but do not replace the customer's rights under the law.

On return, Isolani matches the goods to the order and checks their identity, model, product codes and, where present, serial or batch numbers, as well as the accessories, integrity, any seals and state of use. Physical receipt of the parcel does not automatically constitute recognition of its contents as the product originally dispatched. Pre-dispatch checks and inspections on return are evidential factors and do not limit the legal guarantee or alter the burden of proof provided by law. If objective evidence shows that the returned goods are not the goods that were dispatched or that the damage occurred after delivery and is attributable to the customer, the claim may be rejected with reasons, without prejudice to the consumer's right to challenge that decision or any remedy available to Isolani.

The consumer will not bear any costs necessary for remedies due under the guarantee.

14. Legal guarantee of conformity

Consumers benefit from the legal guarantee of conformity provided by Articles 128 et seq. of the Italian Consumer Code and any more favourable mandatory provisions applicable to the consumer.

For new goods, the seller is liable for any lack of conformity existing at the time of delivery that becomes apparent within two years after delivery. Unless proved otherwise, a lack of conformity that becomes apparent within one year after delivery is presumed to have existed at that time where the presumption is compatible with the nature of the goods and the lack of conformity. Under current Italian law, proceedings relating to defects that were not fraudulently concealed are time-barred

twenty-six months after delivery. A consumer against whom proceedings are brought for performance of the contract retains the right to rely on the available remedies in the circumstances provided by law.

Where goods do not conform, the consumer is entitled, subject to the conditions laid down by law, to have them brought into conformity by repair or replacement and, where the relevant conditions are met, to a proportionate reduction in price or termination of the contract. Remedies must be provided free of charge, within a reasonable period and without significant inconvenience to the consumer.

Any commercial guarantees, insurance or additional programmes do not replace or limit the legal guarantee.

15. Liability and proper use

The customer is responsible for the accuracy of the information and parameters provided, unless the error is attributable to the website or seller. Isolani remains responsible, to the extent provided by law, for proper performance of the order, product conformity and safety, and the information it is required to provide.

For contact lenses and other medical devices, the customer must follow the instructions, wear times, hygiene and maintenance requirements and professional check-up recommendations. Nothing in these Terms excludes or limits liabilities or rights that cannot lawfully be excluded or limited.

Isolani is not liable for delays or non-performance caused by force majeure events or otherwise outside its reasonable control, without prejudice to its obligation to inform the customer and to any applicable mandatory remedies.

16. Personal data

Personal data are processed to manage the order, payment, delivery, support and legal obligations in accordance with the privacy notice available on the website. Where a prescription must be requested, Isolani will first identify the secure channel to be used and provide specific information on the processing of the relevant data.

17. Complaints, customer support and dispute resolution

For support or complaints, the recommended first point of contact is [WhatsApp on +39 010 620 4094](#). The customer may also use the [Contact page](#), email eshop@isolani.com, telephone **0185 934986** or write to the address stated in Article 1.

Isolani will seek to respond and propose a solution within a reasonable time. The European ODR platform is no longer operational and is not indicated as a complaints channel.

The consumer may use the alternative dispute resolution (ADR) procedures available under applicable law. Where a complaint submitted directly by the consumer is not resolved, Isolani will provide the consumer, on a durable medium, with the relevant ADR body, its website and whether Isolani intends to use the procedure for that dispute. This does not affect the consumer's right to apply to the competent court.

18. Governing law and jurisdiction

These Terms are governed by Italian law. This choice does not deprive a consumer residing in another country of any mandatory protection afforded by the law of the country of their habitual residence.

For disputes involving a consumer, jurisdiction lies with the court determined by the applicable mandatory rules, including the court for the consumer's place of residence or domicile where provided by law. Nothing in these Terms gives the courts of Genoa exclusive jurisdiction contrary to those protections.

19. Severability

If any provision is invalid or ineffective, this will not affect the remaining terms. Applicable mandatory provisions prevail over any incompatible term.

Model withdrawal form

Use of this form is **optional**. Complete and send it only if you wish to use it to withdraw from a purchase for which the right of withdrawal applies; you may also communicate your withdrawal using the online function or by any other unequivocal statement.

To: Istituto Ottico Isolani S.r.l., Via XXIII Settembre 4, Località Gattorna, 16047 Moconesi (GE), email eshop@isolani.com.

I hereby give notice that I withdraw from my contract for the following goods:

- order number:
- products:
- ordered on / received on:

-
- consumer's full name:
 - consumer's address:
 - email address used for the order:
 - date:
 - signature, only if this form is submitted on paper:

Published version: <https://isolani.com/gb/general-terms-and-conditions.html>