

Terms and Conditions

YOUR PURCHASE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, THEREFORE PLEASE READ THEM CAREFULLY.

1. The terms and conditions (the “Terms and Conditions”) detailed herein (the “Agreement”) apply to you, the customer (“you,” or the “Customer”), and your purchase (the “Purchase”) made on our website (the “Store”) for the Flens Smartphone Collimator (the “Product”).

2. This Agreement shall apply unless the Customer and Basilico srl. (the “Seller”) have entered into a separate signed agreement applicable to the Purchase.

Distribution channels and pricing are subject to change without notice.

Limitation of Liability

3. The Seller is not responsible for any loss, damage, damage to equipment, loss of profits, claim, or injury, whether direct or indirect, of any kind, which has a connection with the use of, or interruptions in the use of, the Product.

4. Clause [3] applies regardless of whether the grounds for such claim are contractual, non-contractual liability, strict liability, or any other form of legal responsibility. Furthermore, this limitation applies regardless of whether the cause of damages lies within the control of the Seller or not, or whether the Seller by any act or omission is deemed negligent or to have acted or omitted to act with full insight of the risk for loss or damage.

5. Nothing in this Agreement removes or limits the Seller’s liability for death or personal injury.

Warranty

6. The seller warrants to the original owner of the Product that it is free of defects in materials and workmanship for 1 year. For consumers, who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by these terms are in addition to all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights.

7. The warranty covers any defects in materials and workmanship of the Seller and/or the product, and is limited to the replacement of the Product. In the Seller’s sole discretion, it may (a) replace the Product with a new item of the same model, or (b) replace the Product with a new product of the similar specification, in circumstances where the Product is no longer available.

The warranty does not cover any of the following: damage caused by the user, stains, discoloration, scratch marks and dents, spillages or moisture, neglect, abuse or misuse, including but not limited to the failure to use the Product for its normal purpose in accordance with the manufacturer's instructions for usage, failure to properly maintain the Product in accordance with the manufacturer's instructions, and/or the failure to use the Product in accordance with the manufacturer's specifications, normal wear and tear, use of the product with incompatible or faulty equipment, unauthorised modifications, repairs conducted by unauthorised persons or service centres, accidents, or acts of God or any cause beyond the control of the Seller. Cosmetic defects, such as surface finish, and general wear and tear are not covered under warranty.

8. This warranty is expressly not a money-back guarantee.

In the event the Product needs to be returned for repair or replacement, it must be mailed back prepaid. If your Product is found to be defective in materials or workmanship, please contact us for any service and support from the people who know it best.

Disputes and Law in Force

9. The civil disputes concerning the application, carrying out and reading of the remote sale agreement are subject to the Italian courts and Brescia Tribunal should be the place of jurisdiction. The remote agreements with Basilico s.r.l. are regulated by the Italian law and, as for the rest, the law on the subject is valid.