

Terms & Conditions

1. WARRANTIES

1.1 LIMITED WARRANTY

Sfera Labs Srl warrants that its products will conform to the specifications. This limited warranty lasts for one (1) year from the date of the sale. Sfera Labs shall not be liable for any defects that are caused by neglect, misuse or mistreatment by Customer, including improper installation or testing, or for any products that have been altered or modified in any way by Customer. Moreover, Sfera Labs Srl shall not be liable for any defects that result from Customer’s design, specifications or instructions for such products. Testing and other quality control techniques are used to the extent that Sfera Labs Srl deems necessary.

Warranty will not apply in the event of:

1. installation, maintenance and use contrary to the instructions and warnings provided by Sfera Labs Srl or in conflict with legal regulations or technical specifications;
2. damages occurred due to: defects and/or abnormalities of the electrical wirings, defects or abnormal distribution, failure or fluctuation of electrical power, abnormal environmental conditions (such as dust or smoke, including cigarette smoke) and damages related to air conditioning systems or humidity control systems;
3. tampering;
4. damage due to natural events or force majeure or not related to the original defects, such as damage due to fire, flood, war, vandalism and similar events;
5. damage caused by use of the product outside of the limitations set in the technical specifications;
6. removal, modification of the serial number of the products or any other action which prevents its unique identification;
7. damage caused during transportations and shipment

1.2 EXCLUSIVE REMEDY

If any of Sfera Labs Srl’s products fail to conform to the warranty set forth above, Sfera Labs Srl sole liability and Customer or user’s exclusive remedy shall be to have such products replaced. Sfera Labs Srl’s liability shall be limited to products that are determined by Sfera Labs Srl not to conform to such warranty. If Sfera Labs Srl elects to replace such products, Sfera Labs Srl shall have a reasonable time to deliver replacements. Replaced products shall be warranted for a new limited warranty period. To get replacements contact Sfera Labs Srl at support@sferalabs.cc.

1.3 DISCLAIMER OF WARRANTIES

Except for the above limited warranty, Sfera Labs Srl and/or its respective manufacturers and distributors to the maximum extent permitted by law make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on its web site for any purpose. Except for the above limited warranty, all such information, software, products, services and related graphics are provided “as is” “with all faults,” and without warranty of any kind, whether express, contractual, or statutory. Except for the above limited warranty, Sfera Labs Srl and/or its respective manufacturers and distributors hereby disclaim to the maximum extent permitted by law all warranties and conditions with regard to proposal, specification, sample, information, software, products, services and related graphics, including, but not limited, all implied warranties and conditions of merchantability, fitness for a particular purpose, title, lack of virus, accuracy or completeness of response, quiet enjoyment, quiet possession, correspondence to description and liability for infringement of any proprietary rights, relating to use of information in any documents and files and software and no license, express or implied, by Sfera Labs Srl, to any intellectual property rights is granted herein. Sfera Labs Srl assumes no responsibility or liability for any errors or inaccuracies that may appear in any documentation or files or any software that may be provided. The information in any documents or files is provided for informational use only, is subject to change without notice, and should not be construed as a commitment by Sfera Labs Srl and manufacturers and distributors. The entire risk arising out of use or performance of the product and any support services remains with Customer. Whereby the above limitations may not apply any warranty, whether express, contractual, or statutory, imposed by applicable law shall be limited to one (1) year from the date of sale.

1.4 LIMITED SUPPORT SERVICES

Customer agrees that prior to using any systems that include Sfera Labs Srl’s products, Customer will test such systems and the functionality of the products as used in such systems. Sfera Labs Srl may provide limited technical, applications or design advice, reliability data or other services. Customer acknowledges and agrees that providing these limited services shall not expand or otherwise alter Sfera Labs Srl’s limited warranties, as set forth above, and no additional obligations or liabilities shall arise from Sfera Labs Srl providing such services.

1.5 UNAUTHORISED USE

Sfera Labs Srl’s products are not authorised for use in safety-critical applications where a failure of the Sfera Labs Srl’s product would reasonably be expected to cause severe personal injury or death. Safety-critical applications include, without limitation, life support devices and systems, equipment or systems for the operation of nuclear facilities and weapons systems. Sfera Labs Srl’s products are neither designed nor intended for use in military or aerospace applications or environments and for automotive applications or environment. Customer acknowledges and agrees that any such use of Sfera Labs Srl’s products is solely at Customer’s risk, and that Customer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

1.6 COMPLIANCE WITH LAWS

Customer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements concerning its products and any use of Sfera Labs Srl’s products in Customer’s applications, notwithstanding any applications-related information or limited support that may be provided by Sfera Labs Srl.

2. INDEMNIFICATION

Customer acknowledges and agrees to defend, indemnify and hold harmless Sfera Labs Srl and its manufacturers and distributors from and against any and all third-party losses, damages, liabilities and expenses it incurs to the extent directly caused by:

- a) an actual breach by a Customer of the representation and warranties made under this Terms & Conditions
- b) the gross negligence or wilful misconduct of the Customer.

3. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall Sfera Labs Srl or its manufacturers and distributors be liable to Customer or any third parties for any special, collateral, indirect, punitive, incidental, consequential or exemplary damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the products or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of the agreement, regardless of whether Sfera Labs Srl has been advised of the possibility of such damages. This section will survive the termination of the warranty period.

4. LIMITATION OF LIABILITY AND REMEDIES

Not withstanding any damages and expenses, including attorney’s fees, that the user might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability for any claim of Sfera Labs Srl and any of its manufacturers and distributors, directors, officers and employees, whether in contract, tort, or any other theory of liability, arising out of or in any way related to the delivery of the product, use of or inability to use the products or the limited support services, or the provision of or failure to provide limited support services, or otherwise under or in connection with any provision of the agreement, shall be limited to the exclusive remedy for all of the foregoing consisting of replacement of the product or the greater of the amount actually paid by the user for the products or €5.00. The foregoing limitations, exclusions, and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5. CHANGES TO SPECIFICATIONS

Sfera Labs Srl may make changes to specifications and product descriptions at any time, without notice. The product information on the web site or materials is subject to change without notice.

6. SHIPPING

6.1 RISK OF LOSS

All items purchased from Sfera Labs Srl are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to Customer upon our delivery to the carrier.

6.2 SHIPPING METHODS

Delivery time changes depending on selected carrier and destination country as indicated in checkout phase. Carrier delivery time does not include order processing duration. Sfera Labs Srl cannot be hold responsible for the Carriers late deliveries.

6.3 DELIVERY TIMES

Delivery times shall be considered as estimates. Any delay in the delivery of the products shall not result in the cancellation of orders or in the right for a claim. Delivery times will not hold in case of events of force majeure, delays in delivery of products from suppliers of Sfera Labs Srl, or other circumstances not directly attributable to Sfera Labs Srl. Sfera Labs Srl reserves the right to make partial shipments if fully accepted by the Customer

6.4 INSURANCE

Shipped goods are not covered by freight insurance.

6.5 CUSTOMS

Orders shipped outside the European Union can be subject to custom controls for duties and VAT for import. Sfera Labs Srl cannot be hold responsible for the late deliveries due to custom control.

7. RETURNS, REFUNDS AND TITLE

1. Defects originating in the manufacturing of products must be reported to Sfera Labs Srl in writing within 8 (eight) days from the receipt of goods.
2. Failure to meet the notification deadlines will result in the loss of the rights deriving from the warranty
3. All returns must be authorised by the Sfera Labs Srl and subject to a technical examination;
4. When a return is authorised, Sfera Labs Srl will issue a RMA (return) number;
5. Defective products shall be returned to Sfera Labs Srl complete with the indication of the RMA number at the Customer’s expenses and responsibility;
6. Sfera Labs Srl does not take title to returned items until the item arrives at our warehouse.
7. If the terms of the Warranty apply to the returned items, Sfera Labs Srl will ship the replacement product to the Customer’s designated address free of charge;
8. Sfera Labs Srl reserves the right to issue a refund without requiring a return. In this situation, Sfera Labs Srl does not take title to the refunded item.

8. PAYMENT METHODS

Sfera Labs Srl is accepting payments through Stripe and Paypal. Due to potential fraud and misuse, we may decide not to ship an order, or request additional verification information for payments. Payments are always charged at time of order.

For schools, organisations or businesses requiring a purchase order please contact orders@sferalabs.cc or or request a quote [here](#).

9. GOVERNING LAW AND JURISDICTION

This Terms & Conditions shall be governed by and construed in accordance with the substantive laws of Italy. Any claim or matter arising between the parties relating to the interpretation, validity and performance of this Terms & Conditions will be submitted to the exclusive jurisdiction of the court of Milan (Italy).

