

Terms and Conditions

The contracting party and seller of the products is:

NickStick B.V.

Vijfvingerkruid 12
Berghem
The Netherlands

KvK: 16079146

VAT: NL803994564B01

Email: info@nickstick.nl

Products may be marketed and sold under the trade name "NickStick Design". References to "NickStick", "NickStick Design", or the "Seller" in these Terms and Conditions shall be deemed references to NickStick B.V.

1. Intended Users

All products offered by the Seller are intended exclusively for professional users, businesses, educational institutions, researchers, developers, radio amateurs, and technically skilled individuals with sufficient knowledge and experience in electronics.

Products are not intended for use by the general public or by persons lacking the technical expertise necessary to safely handle, assemble, test, integrate, and operate electronic equipment.

2. Nature of Products

Products may consist of electronic assemblies, modules, kits, development tools, prototypes, evaluation hardware, or other specialized electronic equipment.

Products are intended for laboratory, development, evaluation, educational, experimental, amateur radio, or professional engineering purposes only.

The Seller does not sell products to consumers. By placing an order, the customer confirms that they are purchasing as a business, professional user, educational institution, researcher, developer, radio amateur, or other technically competent user.

Unless explicitly stated otherwise, products are not certified for consumer use and may not carry certifications or approvals that are typically required for consumer products in certain jurisdictions.

The customer is solely responsible for determining whether a product is suitable, lawful, and compliant for their intended application.

3. Customer Responsibilities

The customer acknowledges that the use of electronic equipment may involve electrical, mechanical, thermal, radio-frequency, or other hazards.

The customer is solely responsible for:

- Safe handling and operation of the product.
- Proper assembly, testing, installation, and integration.
- Implementing appropriate safety measures.
- Compliance with all applicable laws, regulations, standards, and licensing requirements.
- Verifying the suitability of the product for any intended use.

Products must not be used in applications where failure could result in personal injury, loss of life, environmental damage, or significant property damage.

4. No Warranty

Except where prohibited by applicable law, products are provided "as is" and "as available" without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, performance, or compatibility.

The Seller does not guarantee that any product will meet the customer's specific requirements or expectations.

5. Limitation of Liability

To the maximum extent permitted by applicable law, the Seller shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to the purchase, possession, use, misuse, modification, installation, integration, or inability to use any product. The Seller's total cumulative liability for any claim shall not exceed the amount paid by the customer for the product giving rise to the claim.

6. Indemnification

The customer agrees to indemnify and hold harmless the Seller from any claims, damages, liabilities, costs, and expenses arising from the customer's use, modification, installation, integration, resale, or distribution of the products.

7. Acceptance

By purchasing, possessing, using, or installing any product, the customer acknowledges that they have read, understood, and agreed to these Terms and Conditions.

8. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands, without regard to conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms and Conditions or the purchase, possession, or use of any product shall be submitted exclusively to the competent courts of the Netherlands.

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.