Terms of use – HAPTICORE Eval Kits

These "Terms of use" contract is between the purchasing or using customer ("Customer") of XeelTech products and XeelTech GmbH ("XeelTech"), an Austrian corporation with offices in Montafonerstraße 68, 6771 St. Anton im Montafon, Austria. All orders placed through https://www.xeeltech.com/ or other third party platforms (e.g. www.digi-key.com) are subject to the terms of these "Terms of use". Any purported change submitted by a purchaser in any additional documentation is hereby expressly rejected.

With the purchase of any product sold by XeelTech through https://www.xeeltech.com/ or other third-party platforms, the purchasing and/or using customer agrees to use XeelTech products/software only for the purpose and under the conditions set forth in this document. Noncompliance will result in loss of any warranty.

Purpose

XeelTech products sold through https://www.xeeltech.com/ or other third-party platforms as well as any software provided through https://www.xeeltech.com/ are intended for technology demonstration/illustrative purposes a concerning the rotary programmable force feedback. These products are not intended for use in live environment and are no finished end-products. A permanent intended function cannot be ensured and they are not fit for general consumer use or other commercial applications. These products shall be used by qualified personnel only. This is particularly important in applications with special requirements, such as a hazardous or potentially hazardous test environment (e.g. explosive areas, safety devices,…).

XeelTech products require an appropriate library, software and development tools. The purchase of these XeelTech products grants customer the right of use for provided XeelTech software. However, the right of use does not grant the customer any rights of continuous software support or updates. Please refer to "Terms of use – XeelTech Software" for more detailed information on the requirements and conditions for the use of XeelTech software.

Warranty and liability

All functions of the XeelTech products are only available if full compliance with system requirements as set forth in the system requirements section on the respective product page on https://www.xeeltech.com/ are given. In addition, the full functionality of XeelTech software is also only available if full compliance with system requirements as set forth within in the read.me document in the software file are given. XeelTech products and software are provided to Customer on an "as is" basis for the above-mentioned purpose. Any express or implied warranties are disclaimed, including implied warranties of merchantability and fitness for a particular purpose. XeelTech products are not necessarily certified for compliance with electromagnetic compatibility (EMC).

XeelTech shall not be liable to Customer or any third party for any damages, including but not limited to personal injury, loss of profits, property damage, interruption of business or indirect consequential damages. In addition, any claims and demands arising from the provided XeelTech products are excluded.

As far as a warranty is prescribed by law, the warranty period shall be 6 months from the date of delivery. Any liability of XeelTech and its suppliers is limited to the amount of the purchase price of the concerned XeelTech product(s).