

# Exclusion of Product Manufacturer Liability

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## 1. Parties

This Exclusion of Liability Agreement ("Agreement") is entered into between the following parties:

**Manufacturer:** \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

## 2. Scope

This Agreement relates to the exclusion or limitation of manufacturer liability for the product described as:

**Product Name/ID:** \_\_\_\_\_

## 3. Exclusion of Liability

To the fullest extent permitted by applicable law, the Manufacturer shall not be liable to the Purchaser or any other party for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use, misuse, or inability to use the Product, including but not limited to damages for personal injury, property damage, loss of profits, loss of data, or business interruption.

## 4. Exceptions

This exclusion does not apply in cases of gross negligence, willful misconduct, or where the exclusion or limitation of liability is prohibited by law.

## 5. Indemnification

The Purchaser agrees to indemnify and hold harmless the Manufacturer from and against any claims, losses, damages, liabilities, costs, or expenses (including legal fees) incurred as a result of the Purchaser's use of the Product.

## 6. Acceptance

By signing below, the Purchaser acknowledges having read, understood, and agreed to the terms of this Exclusion of Product Manufacturer Liability.

Manufacturer Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Purchaser Signature:

\_\_\_\_\_  
Date:

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## Important Notes:

- This document does not exclude liability where prohibited by law.
- Exclusion clauses should be clearly communicated and agreed upon by both parties.
- Consult legal advice to ensure enforceability and compliance with local regulations.
- Maintain records of all parties' acceptance and signatures.