

Sample Limited Liability Clause

Limited Liability

To the maximum extent permitted by applicable law, Sample Company (‘‘the Company’’) shall not be liable for any damages, including but not limited to, direct, indirect, incidental, special, consequential, or punitive damages, arising out of or related to the use, misuse, or inability to use the product, even if the Company has been advised of the possibility of such damages.

The Company’s total liability for any claim, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount paid by the customer for the product that gave rise to the claim.

The product is provided ‘‘as is’’ and ‘‘as available.’’ The Company makes no warranties, express or implied, regarding the fitness, performance, or suitability of the product for any particular purpose. The user assumes all responsibility for the use, operation, and maintenance of the product.

This limitation of liability applies to any claim based on warranty, contract, tort, strict liability, or otherwise. The customer agrees to use the product in compliance with all applicable laws and in accordance with the instructions provided in this manual.

Important Notes

- This clause is for general reference and may require legal review for specific jurisdictions.
- Limited liability clauses do not override mandatory consumer protections under local laws.
- It is important to clearly communicate all product risks and limitations to users in the product manual.
- Each company should tailor the language to match the product and regulatory requirements.