

# Exclusion of Consequential Damages Clause

Sample Clause:

**Exclusion of Consequential Damages.** In no event shall either party be liable to the other or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages (including, but not limited to, loss of profits, loss of use, loss of data, or interruption of business), whether in contract, tort (including negligence), strict liability or otherwise, arising out of or in any way connected to this Agreement, even if such party has been advised of the possibility of such damages.

## Important Notes

- This clause does not exclude liability for direct damages, only for losses considered consequential or indirect.
- The enforceability of exclusion clauses may vary depending on jurisdiction and the specific context of the agreement.
- Always review such clauses in conjunction with limitation of liability provisions for comprehensive risk management.
- It is recommended to seek legal advice when drafting or agreeing to exclusion clauses to ensure adequate protection and compliance.
- This is a generic sample and should be tailored to fit the nature of the transaction and the parties involved.