

Limitation of Liability & Indemnity Agreement

This Limitation of Liability & Indemnity Agreement ("Agreement") is made effective as of [Date], by and between [Seller Name], ("Seller") and [Buyer Name], ("Buyer") in connection with the sale of the following product(s): [Product Description].

1. Limitation of Liability

The Seller shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use, misuse, or inability to use the product(s), even if advised of the possibility of such damages. The Seller's total liability for any claim, damages, loss, or expense arising from or relating to this sale shall not exceed the amount paid by the Buyer for the product(s).

2. Assumption of Risk

The Buyer acknowledges that they are purchasing the product(s) at their own risk. The Buyer is responsible for ensuring that the product(s) are suitable for the intended use and for operating them in accordance with all applicable instructions and safety guidelines.

3. Indemnification

The Buyer agrees to indemnify, defend, and hold harmless the Seller, its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Buyer's use or misuse of the product(s);
- Buyer's breach of this Agreement;
- Any negligent or unlawful act or omission by the Buyer.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in [Location].

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior representations or agreements, whether oral or written, regarding the subject matter herein.

Seller Signature
Date: _____

Buyer Signature
Date: _____

Important Notes

- This document should be reviewed and tailored by legal counsel to fit specific circumstances and jurisdictions.
- Clear communication of risks and responsibilities helps prevent misunderstandings.
- Both parties should read and fully understand the agreement before signing.

- Retention of signed copies is recommended for all parties involved.