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Product warranty example

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University's total liability for breach or nonperformance of this agreement is capped at [***] payments made under Article 6. This limitation applies to all types of claims and disputes. Each Party represents that they have the authority to execute and perform this agreement, without needing additional proceedings. University of Washington disclaims all warranties, express and implied, concerning each licensed right and each licensed product, including non-infringement warranties and those of merchantability and fitness for a particular purpose. The university's innovation is experimental in nature and provided "as is," without obligation to provide accompanying services or support. The entire risk as to the quality and performance of the university's innovation lies with Icosavax, Inc. University also disclaims any representations concerning: * The approval or issuance of licensed patents * The validity or scope of licensed rights * The practice of licensed rights without infringing on third-party intellectual property rights Neither party will be liable for personal injury, property damages, lost profits, or other indirect, special, or consequential damages arising from the activities contemplated in this agreement. The Employee must notify the Company immediately if they or a family member or affiliated party have a personal interest in an issue or conflict that could affect their duties under this agreement. 5.3. The Employee should not make any representations on behalf of the Company without prior authorization, except as allowed by law. 5.4. The Employee assures and guarantees they are free to provide services to the Company according to the terms in this Agreement and there are no contracts or obligations preventing full performance of their duties hereunder. 5.5. The Employee assures and guarantees they will not use during employment any trade secrets or proprietary information belonging to a previous employer in a manner that could breach confidentiality agreements. Consultant shall retain all ownership and rights to her original work under this Agreement, with no infringement or misuse of Services, Inventions, or their development on intellectual property or other rights of individuals or entities. Consultant has the right to share these assignments and rights with Company. Consultant promises not to disclose any confidential information from a third party. The Consultant assures that all work will be performed in a professional manner. For warranties in Section 6.2 and any additional warranties not excluded by law, the Licensor disclaims all warranties, expressed or implied, statutory or otherwise. Borrower guarantees that (i) they are a validly organized entity in Nevada, (ii) they have authority to borrow funds under their corporate governance documents, (iii) they are aware of no material undisclosed liabilities, and (iv) statements in the Agreement are accurate. Celexus, Inc. promises to pay \$5,000 to Gold Partners with 0% interest until maturity. Note: No material changes or additions were made to the text following the given probabilities and guidelines. Warranties for Device Provided by SELLER The SELLER warrants to the PURCHASER that the Device will meet certain standards. The Device must conform to the specifications and applicable regulations. It should not have any defects in design, materials, or workmanship. Additionally, it should not infringe on the intellectual property of other parties. However, it is the responsibility of the PURCHASER to ensure that the Device is used correctly and meets certain requirements. The SELLER may perform tests to verify compatibility with the Drug Product, but it does not guarantee their results. 9.4 LIMITATION OF LIABILITY 9.4.1 No Consequential Damages. Regardless of the circumstances, neither party will be held liable for special, indirect, or consequential damages, including lost profits, delays, or claims from third parties. However, this limitation does not apply to cases where either party has caused death or personal injury due to gross negligence, wilful act, or omission. 9.4.2 Limitation of Liability. The cumulative liability of each party to the other for all claims related to the Device and this Agreement will not exceed One Million US Dollars (\$1,000,000). This limitation does not apply to cases where either party has caused death or personal injury due to gross negligence, wilful act, or omission. 10 Warranties 10.1 SELLER warrants that the Device (i) conforms in all respects to the Device Specifications and applicable cGMP at the time of delivery; (ii) is free from defects in design, materials, and workmanship; (iii) does not infringe upon the intellectual property rights of any third party; (iv) complies with applicable laws and regulations; and (v) will be conveyed to PURCHASER with good title. If the Device fails to meet these specifications or warranties, SELLER will correct the deficiencies at its cost. 10.1.2 SELLER also warrants that it does not infringe upon the intellectual property rights of any third party in connection with the Device. SELLER DISCLAIMS ANY RESPONSIBILITY FOR THE SUFFICIENCY OF TESTS CONDUCTED ON ITS BEHALF, AND PURCHASER AGREES NOT TO HOLD SELLER LIABLE FOR SUCH TESTING RESULTS. EXCLUSIONS APPLY IF THE DEVICE HAS BEEN TAMPERED WITH, SUBJECT TO MISUSE, OR STORED CONTRARY TO SPECIFICATIONS. WARRANTY IS LIMITED TO THE DEVICE'S MANUFACTURER-SPECIFIED TERMS AND ANY WRITTEN INSTRUCTIONS PROVIDED BY SELLER. ALL OTHER WARRANTIES, INCLUDING IMPLIED ONES, ARE DISCLAIMED. LIMITATION OF LIABILITY: SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL ACTS. CUMULATIVE LIABILITY SHALL NOT EXCEED ONE MILLION US DOLLARS (\$1,000,000) FOR ALL CLAIMS RELATING TO THE DEVICE AND THIS AGREEMENT, EXCLUDING DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OR WILLFUL ACTS. Hereafter, any work created will not infringe on the legal rights of others and warrants that all Services will comply with applicable laws and regulations. Consultant guarantees competent, professional, and workmanlike performance of Services. The Consultant also confirms authorization to perform services in the United States. In case of breach or non-compliance, the Consultant will defend, indemnify, and hold B&N harmless from any claims, damages, costs, expenses, and losses. Additionally, the Consultant warrants that neither works nor Services will infringe on others' legal rights and complies with all applicable laws and regulations. Looking forward to seeing everyone at the meeting tomorrow and discussing our strategies. IAM BGT makes no warranty that the Technology will meet any specific requirements or needs of IAM BGT, nor does it guarantee that the Technology will be free from defects or errors. Any damages caused by errors or omissions in the Technology shall not exceed the amount of fees paid by IAM BGT for the use of the Technology during the term of this Agreement. Weyland Tech is responsible for the server management and operation. If there are any problems with the server, they should be resolved and managed immediately and the IAM BGT should be notified simultaneously to notify the users immediately. In addition, Weyland Tech should make sure that there is an expansion of the server in case of user incase and/or as needed. IAM BGT will indemnify Weyland Tech for any loss or expense caused by their negligence or error in executing this Agreement.