
STANDARD TERMS AND CONDITIONS

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VENDOR SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTIES FOR ANY AND ALL INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR BENEFITS OF USE, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

IN NO EVENT WILL VENDOR'S LIABILITY TO BUYER, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EXCEED A SUM EQUAL TO THE AMOUNTS PAID FOR THE PRODUCT UNDER THIS AGREEMENT. THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO BUYER FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

Buyer acknowledges and agrees the to the price charged by Vendor for the Product provided under this Agreement reflects the allocation of risk provided by the limited remedies and limitations of liabilities set forth in this Agreement, and that any modification of risk is a fundamental benefit for each party. Buyer acknowledges that any modification of the allocation of risk in this Agreement would affect the prices charged by and availability of services from the Vendor. Buyer therefore agrees, in consideration of the actual prices payable by Buyer and the actual services rendered by Vendor hereunder, to the allocation of risk set forth in this Agreement. Buyer further agrees that the failure of the limited or exclusive remedy in the Agreement to fulfill its essential purpose shall not be grounds to set aside the foregoing limitations of the Vendor's liability.



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