

Prototype Product / system waiver of liability

1. Description

The receiver / purchaser (“Customer”) has agreed to test / evaluate a prototype product/system (the “Products”) from EVPARTS UK Ltd (“EVPARTS”). By accepting to test/evaluate the Products, Customer agrees to be bound by the terms of this Waiver.

2. Release of liability & limitation of liability

Customer acknowledges that the Products are of a prototype nature, have not been subject to rigorous testing and are subject to changes, including but not limited to, functionality, claims, physical properties, availability, pricing, etc.

Customer further acknowledges that the use of the Products could result in damage of Customer’s equipment/parts/material/process including but not limited to, production down time, equipment stoppages, damage, process system failure, etc. Improper use of Products beyond EVPARTS recommendations could result in health hazard, injury and/or loss of life.

Customer agrees to indemnify EVPARTS, defend EVPARTS, and hold EVPARTS harmless for all liabilities incurred or alleged as a result of the Products, or arising out of the use of the Products. In no event shall EVPARTS liability under this Waiver exceed the purchase price paid by Customer to EVPARTS for the Products.

3. Proprietary Information

Customer agrees not to reverse engineer or attempt to derive the composition or the underlying information of the Products or to send Products out to third party without written approval from EVPARTS.





4. Warranty

EVParts warrants that the products will arrive with the Customer free from manufacturing defects and will be made in accordance to the Products prototype specifications.

5. Severability

The unenforceability of any portion of this Waiver shall not render the remainder of the Waiver invalid or unenforceable.

6. Acceptance

Customer will be deemed to have accepted this Waiver by testing/evaluating and/or purchasing Products designated as “Prototype or Trial” and/or whose description includes a link to this waiver and states that purchase constitutes acceptance. EVParts will at its sole discretion further require Customer to sign a copy of this waiver when deemed necessary.

By Customer

Authorised Signature:

Name:

Title:

Date:

Company:

