

JBMOULDS.CO.UK - PRODUCT LIABILITY DISCLAIMER

TERMS OF USE, WARRANTY & LIABILITY WAIVER

Updated 11th February 2020

JB Moulds (the “Seller”) offers its products to the purchaser (the “Purchaser”) with the terms, conditions and notices as follows. The following terms and conditions apply to all sales and uses. Please review this information carefully. These terms and conditions include limited warranties and disclaimers of liabilities. Keeping, using, or allowing use of Seller’s products indicates Purchaser’s agreement to these terms. If Purchaser does not wish to agree to these terms, Purchaser has fourteen (14) days from the date of purchase to contact the seller to discuss options for the return of the unused product.

Terms of use

The product is offered to Purchaser conditioned upon Purchaser’s acceptance without modification of the terms, conditions and notices contained herein. The product has been designed for a specific use determined by Seller. Modification of the product(s) through use or misuse, application of additional components and/or removal of provided components, can lead to product malfunction causing serious risk. Risks include but are not limited to product damage, serious physical injury, disability and/or death. Purchaser is responsible for any modifications Purchaser performs on Purchaser’s or anyone else’s equipment, including product(s) purchased from Seller. Seller is not responsible and will not be held liable for any modifications done to equipment through the use or misuse of its product, including adding or removing components that alter the functionality of the product and/or improper use of Seller’s product. This product may not be used for unlawful purposes and such uses are expressly prohibited under the terms and conditions of its use.

Warning

Use and misuse of products sold by Seller involves serious risks including injury, disability and death. Purchaser assumes all risks.

Assumption of Risk

By buying, using, or allowing the use of Seller’s products, Purchaser understands and agrees that Purchaser is engaging in high risk activities and, to the extent permitted by law, PURCHASER EXPRESSLY AND VOLUNTARILY ASSUMES THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF Seller; including, but not limited to, equipment malfunction from use, misuse, or negligence, or any other fault of Seller. Additionally, Purchaser agrees to indemnify, defend and hold Seller harmless from any third party claims arising from such high risk activities or any other equipment use, misuse, or malfunction.

Limitation of Liability

As set forth above, under the limited warranty provisions, Seller liability is limited to repair or replacement of its products which are returned to it in the specified period of time. In no event shall Seller liability exceed the value of the product(s) sold. In no event shall Seller be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any of its products.

Inspect Before Each Use

This product must be inspected for use to ensure it has not been damaged in shipment. If damaged, do not use the product and immediately contact and return the unused product to Seller for a replacement. Refunds will only be issued if the unused product is returned in its original state and shows no signs of use after inspection by the Seller.

Entire Obligation

The PRODUCT LIABILITY DISCLAIMER document states the entire obligation of Seller with respect to the product(s). If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to, the warranty disclaimers, liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

Applicable Law

Purchaser's order from Seller and this disclaimer statement are governed by the laws of Northern Ireland, United Kingdom. Purchaser hereby consents to the exclusive jurisdiction and venue of the Northern Ireland, United Kingdom in all disputes arising out of or relating to the use of this product.

Modification of Terms and Conditions

Seller reserves the right to change the terms, conditions and notices under which its products are offered at any time without notice.