

DISCLAIMER

Customer has requested Environmental Compliance Corp., LLC, d.b.a. WePadIt (WePadIt) to manufacture and supply safety pads in accordance with Customer’s designs and specifications including, among other things, type of foam, characteristics and physical dimensions (collectively, “Specifications”). WePadIt will supply the Products at Customer’s request. However, because WePadIt has no control over end user’s requirements, Customer agrees to indemnify, defend, and hold WePadIt harmless from any claims and damages resulting from or arising out of Customer’s use or sale of the Product.

Customer is relying solely upon its own judgement as to the Specifications, appropriateness, and particular uses for the Products. Customer is cautioned to determine the appropriateness of WePadIt’s products before use. Accordingly, WEPADIT IS PROVIDING THE PRODUCTS “AS IS”, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PURCHASE OF ANY PRODUCTS FROM WEPADIT, INCLUDING BUT NOT LIMITED TO; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. All claims for breach of warranty must be made within thirty (30) days after the date of shipment. At Customer’s option and as its sole remedy, WePadIt will replace any non-conforming Products, issue a credit or refund the purchase price paid by Customer. This limited warranty is non-transferable, and does not extend to Customer’s resale customer or end-user. Customer is solely responsible for any and all warranty claims resulting from any representations or warranties made by Customer to its customers or end-users.

IN NO EVENT SHALL WEPADIT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY), OR FOR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER’S ACCEPTANCE OR USE OF THE PRODUCTS, EVEN IF WEPADIT HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL WEPADIT’S TOTAL LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSSES, DAMAGES, CLAIMS OR EXPANSES OF ANY NATURE RESULTING IN ANY WAY FROM WEPADIT’S MANUFACTURE AND SALE OF THE PRODUCTS, WHETHER DUE TO DELAY, BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ERROR OR OMISSION, EXCEED THE PURCHASE PRICE OF THE PRODUCTS TO WHICH THE CLAIM RELATES. Any legal action based on WePadIt’s alleged breach of its obligation hereunder must be commenced within one (1) year after the cause of action is accrued.

The Indemnification obligations herein will survive delivery and acceptance of the Products. The Parties transactions shall be and construed in accordance with the laws of the State of Oklahoma, without reference to its choice of law rules, and the exclusive jurisdiction to determine any controversy or claim concerning such transactions shall be the courts of the State of Oklahoma or in the federal courts located in Oklahoma City, Oklahoma.

_____, Customer

By: _____

Title: _____

Date: _____