**Supplier Liability Clauses Contract Between SplxAI and Neemo**

**1. Limitation of Liability**

* SplxAI’stotal liability to Neemo under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed:  
  a. The total amount paid by Neemo to SplxAIunder this Agreement; or  
  b. A sum equivalent to six (6) months' worth of fees paid under this Agreement.

**2. Exclusion of Liability**

* SplxAIshall not be liable for:  
  a. Any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, or business opportunities, even if advised of the possibility of such damages.  
  b. Any loss or damage arising from circumstances beyond SplxAI’s reasonable control, including but not limited to acts of God, war, terrorism, or governmental actions.

**3. Indemnification**

* SplxAIshall indemnify, defend, and hold harmless Neemo and its affiliates from and against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or in connection with:  
  a. SplxAI’s breach of this Agreement;  
  b. Any third-party claims resulting from defective products or services supplied by SplxAI; or  
  c. Any violation of applicable laws or regulations by SplxAI.

**4. Warranty Disclaimer and Limitation**

* SPLXAI warrants that the products or services provided under this Agreement will:  
  a. Conform to the agreed-upon specifications;  
  b. Be free from material defects for a period of 12 months from delivery.  
  Except as expressly set forth in this Agreement, SplxAI disclaims all other warranties, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

**5. Product Liability**

* SplxAI assumes full responsibility for any damage or injury caused by defects in the products supplied, including compliance with all applicable safety and quality standards. SplxAI shall promptly notify Neemo of any recalls or safety issues related to the products.

**6. Insurance**

* SplxAI agrees to maintain adequate insurance coverage, including but not limited to general liability, product liability, and professional liability insurance, with minimum coverage limits of [insert amount]. Evidence of insurance shall be provided upon request.

**7. Compliance and Legal Liability**

* SplxAI represents and warrants that it will comply with all applicable laws, regulations, and industry standards in the performance of its obligations under this Agreement. Any failure to do so will be deemed a material breach, and SplxAI shall be liable for any resulting damages or penalties.

**8. Survival of Obligations**

* The provisions of this Section shall survive termination or expiration of this Agreement.

**9. Remedies**

* In addition to any other remedies available at law or in equity, Neemo may:  
  a. Reject or return any non-conforming products at SplxAI’s expense; and  
  b. Suspend further purchases until SplxAI remedies any breaches of this Agreement.