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

**1. Limitation of Liability**

* SPLXAI’s total liability to Google under this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed:  
  a. The total amount paid by Google to SPLXAI under this Agreement; or  
  b. A sum equivalent to three (3) months' worth of fees paid under this Agreement.

**2. Exclusion of Liability**

* SPLXAI shall not be liable for:  
  a. Any indirect, incidental, punitive, special, or consequential damages, including but not limited to loss of profits, revenue, data, or business opportunities, even if advised of the possibility of such damages.  
  b. Any loss or damage caused by delays, disruptions, or failures beyond SPLXAI’s reasonable control, including but not limited to acts of God, cyberattacks, or governmental restrictions.

**3. Representations and Warranties**

* SPLXAI represents and warrants that:  
  a. All products or services supplied under this Agreement will meet the specifications agreed upon by the parties.  
  b. The products or services will be free from material defects in design, material, or workmanship for a period of [insert duration, e.g., "twelve (12) months"] from delivery.  
  c. SPLXAI will perform all services with reasonable care, skill, and diligence consistent with industry standards.

**4. Indemnification**

* SPLXAI shall indemnify and hold harmless Google and its affiliates from and against any and all claims, damages, costs, or liabilities, including reasonable attorney’s fees, arising from:  
  a. Breaches of this Agreement by SPLXAI;  
  b. Any third-party claims related to defective products, intellectual property infringement, or violations of applicable law caused by SPLXAI.

**5. Insurance**

* SPLXAI shall procure and maintain insurance policies, including but not limited to general liability, product liability, and cyber liability insurance, with minimum coverage limits of [insert coverage amount]. SPLXAI shall provide Google with certificates of insurance upon request.

**6. Product Recalls**

* In the event of a product defect or safety issue requiring a recall, SPLXAI shall:  
  a. Bear all costs associated with the recall, including repair, replacement, or reimbursement of defective products; and  
  b. Notify Google immediately of the issue and cooperate fully in resolving the matter.

**7. Compliance with Laws**

* SPLXAI warrants that it will comply with all applicable laws, regulations, and standards, including but not limited to those governing labor, safety, environmental protection, and intellectual property. SPLXAI shall bear full liability for any failure to comply with such laws.

**8. Termination and Survival of Obligations**

* Upon termination of this Agreement, any liabilities accrued prior to termination and the obligations under Sections [insert relevant sections, e.g., "4 (Indemnification)"] and [insert section number] (Limitation of Liability) shall survive.