

Erroneous Window and Door Measurement Waiver of Liability Form

Please read this legal document carefully, some of your rights as a consumer may be affected.

This Waiver of Liability for the Erroneous Measurement of Doors and Windows has been executed on [insert todays date] by [insert customers name] in favor of CDK Screens Pty Ltd and its directors, officers, employees, and agents.

I, the signatory of the document, hereby accept all liabilities associated with providing measurements of windows and doors, measurements which provide strict guidance for the manufacture of window and door screening products from CDK Screens Pty Ltd and our partner companies.

I acknowledge and assume all risks involved in providing measurements to CDK Screens Pty Ltd, and accept the measurements I provide will be uncritically accepted by CDK Screens Pty Ltd. I understand that each good and/or service I have commissioned CDK Screens Pty Ltd to provide, will be manufactured in strict adherence to the corresponding measurements I provide.

Other qualifying factors I accept liability for pertaining to the goods and services I have commissioned CDK Screens Pty Ltd to provide, include the indicated powder coat colour for the aluminum framing and the meshing material used in manufacture; I acknowledge and assume these risks.

I understand that by providing erroneous measurements and other qualifying factors canvassed in this waiver, the goods and services provided by CDK Screens Pty Ltd may not satisfy the purposes I had intended them to satisfy.

I hereby release and forever discharge and hold harmless CDK Screens Pty Ltd and its successors and assigns from any and all liability claims, as well as demands of whatever kind or nature, in either law or equity, that arise or may hereafter arise from my providing of measurements, powder coat colours and meshing materials to be used in manufacture. I understand CDK Screens Pty Ltd does not provide insurance for the manufacture of the goods and services I have commissioned them to provide, should those goods and services not meet my intended purpose resultant of my providing erroneous details analogous to those canvassed in this waiver.

This waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I agree that in the event that any clause or provision of this waiver and release shall be held invalid by any court of competent jurisdiction, the invalidity of such a clause or provision shall not otherwise affect the remaining provisions of this waiver and release, which shall continue to be enforceable.

I agree that any and all claims or litigation arising from my participation in trading with CDK Screens Pty Ltd will be governed by the laws of the State of Victoria.

I, the signatory of this document, certify that I have read this document and I fully understand its content. I am aware that this document is a contractual release from liability and that I sign it of my own free will.

(Customer/Participant Printed Name) _____ (Date) _____

(Customer/Participant Signature) _____