

WARRANTY AGREEMENT

Location: _____

Warrantor Information:

Full Name / Company Name: _____

Address: _____

Phone / Email: _____

Warranty Recipient Information:

Full Name / Company Name: _____

Address: _____

Phone / Email: _____

Product / Service Information:

Product / Service Description: _____

Serial Number / Identification No.: _____

Purchase Price (if applicable): _____ USD

Clause 1 – Warranty Grant

The Warrantor hereby grants to the Warranty Recipient a limited warranty covering defects in materials and workmanship in the Product or Service described above, subject to the terms and conditions set forth herein.

Clause 2 – Warranty Period

The warranty period shall commence upon the delivery or acceptance of the Product or Service and shall continue for the duration specified in the applicable invoice, contract, or agreed written terms. No implied extension beyond such period is recognized.

Clause 3 – Exclusions and Limitations

This warranty does not cover damages or defects resulting from accident, misuse, neglect, unauthorized modification or repair, normal wear and tear, or improper maintenance. Warrantor disclaims all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Clause 4 – Remedies

If a defect covered by this warranty arises during the warranty period, the Warranty Recipient's exclusive remedy shall be repair or replacement of the defective Product or correction of the deficient Service at the Warrantor's discretion. In no event shall the Warrantor be liable for incidental, consequential, or punitive damages.

Clause 5 – Claims Procedure

To make a claim under this warranty, the Warranty Recipient must notify the Warrantor in writing within the warranty period, providing a detailed description of the defect or deficiency. The Warranty Recipient shall provide reasonable access to the Product or Service for inspection and verification.

Clause 6 – Transferability

This warranty is personal to the original Warranty Recipient and may not be assigned or transferred without the express written consent of the Warrantor.

Clause 7 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the Warrantor maintains its principal place of business, without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located therein.

Clause 8 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed to give effect to the original intent as nearly as possible.

Clause 9 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No modification shall be effective unless in a written instrument signed by both parties.

Clause 10 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier, to addresses set forth above or as subsequently designated.

Clause 11 – Waiver

No waiver of any provision or breach of this Agreement shall be deemed a waiver of any other provision or breach, nor shall any waiver constitute a continuing waiver.

Clause 12 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

Clause 13 – Confidentiality

The parties agree to keep all non-public information disclosed in connection with this Agreement confidential and to use such information solely for purposes related to this Agreement, except as required by law.

Clause 14 – Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 15 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered electronically, including by PDF or email, shall be deemed original signatures.

Clause 16 – Interpretation

Headings are for convenience only and shall not affect the interpretation of this Agreement. The parties have participated jointly in the drafting of this Agreement; accordingly, no rule of construction shall be applied against any party.

WARRANTOR'S SIGNATURE

WARRANTY RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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