

# Risk Disclosure and Limitation of Use Statement

Product Name: [IBC Guardian]

Supplier: [Evems Limited T/a IBC Guardian, Tel:01302-954007, www.ibcguardian.co.uk,

sales@ibcguardian.co.uk] **Date:** [25/09/2025]

# 1. Purpose of Document

This document is issued to clearly disclose the **intended use**, **limitations**, and **risks** associated with the above product. It is designed to:

- Provide transparency to insurers, buyers, and users,
- Limit liability for the supplier by setting out safe operating boundaries,
- Ensure the buyer understands the experimental nature of the product.

# 2. Experimental Nature of Product

The product supplied is an **experimental prototype** and is **not fully tested** or certified to any UK or international product standard.

- It is assembled from components manufactured by third parties.
- The unit has not undergone UKCA or CE conformity assessment.
- The supplier does not warrant the product as fit for any critical safety application, including but not limited to fire-fighting or emergency response.

### 3. Intended Use

This product is **only intended for industrial and non-critical water transfer applications**, such as:

- Yard cleaning,
- Industrial rinsing,
- General non-potable water movement.

#### **Approved Buyers:**

 Registered businesses, companies, or sole traders using the unit for commercial/industrial purposes only.



### 4. Prohibited Uses

The following uses are strictly prohibited:

- Fire-fighting or fire suppression,
- Emergency or life-critical applications,
- Domestic or household use,
- Use with hazardous or flammable liquids.

The buyer **accepts full responsibility** for any consequences if the product is used outside the intended applications listed in Section 3.

## 5. Safety Disclaimer

While assembled with care, **no guarantees** are given as to the safety, reliability, or performance of the product. The buyer must:

- Carry out their own testing and risk assessment prior to operational use,
- Ensure the unit is operated by trained personnel,
- Maintain the unit according to industrial safety standards.

# 6. Buyer Acknowledgement

By accepting delivery of this product, the buyer confirms that:

- 1. They are purchasing in the course of a business activity, not as a consumer.
- 2. They fully understand that the product is **experimental and uncertified**.
- 3. They will **not use or permit the use** of the product for fire-fighting, emergency, or life-safety purposes.
- 4. They accept **full liability and responsibility** for testing, installation, operation, and maintenance of the product.



# 7. Liability Limitation

The supplier shall **not be liable** for:

- Any injury, loss, or damage arising from misuse of the product,
- Any indirect, consequential, or economic loss,
- Any claim relating to fire-fighting, emergency, or domestic use of the product.

Nothing in this document shall exclude liability for:

- Death or personal injury caused by the supplier's proven negligence,
- Fraud or fraudulent misrepresentation.

# 8. Signatures

#### For Buyer

I confirm that I have read and understood this Risk Disclosure and Limitation of Use Statement.

I agree to be bound by its terms.

•	Name:	
•	Company Name:	
•	Position:	
•	Date:	
•	Signature:	
For S	upplier	
•	Name:	
•	Company Name:	Evems Limited - T/a IBC Guardian
•	Position:	
•	Date:	
_	Signature:	