



CONSUMER AGREEMENT

12/15

fabricATE Terms and Acknowledgement

fabricATE Solutions: Consumer certifies that the information that he/she has provided in this agreement is true and correct. Consumer's signature below acknowledges that I have received, read, understand and agree to be bound to the following fabricATE Terms.

1. **Ownership**. The fabricATE Solution will remain the property of the Consumer until and if the Solution is no longer needed by the Consumer.
2. **Use**. The Consumer will be contacted every 6-months by fabricATE to assess the use of the AT Solution.
3. **Re-Use**. When and if the Solution is no longer needed by the Consumer, fabricATE will be notified. If fabricATE deems it in a condition that is acceptable for use by another consumer the Consumer, of this Agreement will arrange for the Solution to be returned to fabricATE, posted on the AT Exchange, submitted to DATI inventory, donated to another organization, posted on the AT Exchange, or donated to another organization.
4. **Change of Contact Information**. The Consumer will notify fabricATE should the consumer have a change of phone, email, and or address as listed below.
5. **Non-Compliance**. Failure to comply with these terms and conditions may prevent future eligibility for fabricATE services.
6. **Limitations on Liability**. The Consumer agrees that fabricATE, the Center for Disabilities Studies, the University of Delaware, their trustees, employees and staff and the fabricATE volunteers shall not be liable for any claims, liabilities, damages, losses, costs, expenses (including but not limited to settlements, judgements, court costs and reasonable attorney's fees) fines and penalties, arising out of the use of fabricATE Solutions or for direct or indirect incidental or consequential damages resulting from any defect in the Solution.

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