

Does Your Contract Protect You from 'Gross Negligence'?

"At some point, every custom integrator will run into a litigious client. Fortunately, your written contract protects you against basic errors and omissions on the job. But it can get dicey when the client claims the work you performed was 'grossly negligent.' Even with a specific clause in your contract stating you are not liable for gross negligence, it is not legally enforceable and might result in the entire contract being deemed invalid by a judge. So what should you do and what is gross negligence anyway?" asks Jason Knott in CEPro's *Business Support*.

"Legal expert Ken Kirshenbaum, says the definition of gross negligence is somewhat murky. He notes that every client contract should include a clause that excludes the integrator from liability for negligence on the part of the company or its subcontractors."

"Unfortunately, gross negligence is defined differently by the courts in different states. "

Read the CEPro article.