[Part] IV. — CLAUSE FOR NON-LIABILITY.

423. — The parties to a contract of sale can agree that the seller shall not incur any liability on account of the sale.

424. — If the consequences of a non-liability clause are not specified, such clause does not exempt the seller from reimbursing the price.

ILLUSTRATION. — A sells to B a house for 10,000 baht with a non-liability clause. Subsequently, C claims the house by virtue of a right which existed at the time of the sale. B is ejected from the house. B can claim the return of the 10,000 baht, but he is not entitled to compensation for any other injury resulting from the eviction.

If the parties have agreed that the non-liability clause should exempt A from refunding the price, B would not get back his 10,000 baht.

425. — A non-liability clause cannot exempt the seller from the consequences of :

1) Facts which he knew at the time of the sale and concealed.

2) Rights which he created in favour of, or transferred to, third persons subsequently to the sale.

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