SAMPLE

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT ("Agreement") is made as of this ___ day of _____, 20__, by and between _____(Supplier") and the other entity signing this Agreement ("Customer").

In consideration of the purchase order of products ("Products") from Supplier received from Customer and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Supplier and Customer agree as follows:

1. Indemnity. Supplier agrees to defend, indemnify and hold harmless Customer, its employees, agents, stockholders and/or owners, from and against any claim made by any third party or any governmental agency against Customer to the extent that such claim ("Claim") results from any of the following:

(a) The Products do not comply with applicable labeling, branding, packaging or weights and measures laws and regulations in effect as of the date of manufacture; or (b) the Products do not comply with applicable health, safety, environmental or consumer protection laws and/or regulations, including, but not limited to the Consumer Product Safety Act, Consumer Product Safety Information Act and Proposition 65 – The [California] Safe Drinking Water and Toxic Enforcement Act of 1986 (goods intended for delivery to California), in effect as of the date of manufacture; or (c) the Products have been banned as hazardous, unsafe, adulterated or misbranded and cannot be legally sold or transported; or (d) a personal injury or illness has been suffered because of defects in the design, manufacture, packaging or labeling of the Products or because of any unsafe or unreasonably dangerous condition of the Products or because any of the Products infringes upon any U.S. intellectual property rights of a third party, including, but not limited to, patents, utility models, registered designs or copyright (excepting infringement based upon products, artwork, designs, models, materials or information provided by, through or at the request of Customer or the end user of the Products).

2. Procedure. Supplier's obligations under this Agreement shall be conditioned upon the following:

(a) Customer must give Supplier written notice of any Claim promptly following receipt of the Claim or receipt of information that a Claim may be asserted; (b) Customer must furnish full information concerning the claimant and the circumstances out of which the Claim arose and otherwise fully cooperate with Supplier in defending the Claim; (c) Customer shall not admit liability on the Claim, negotiate for or make any compromise or settlement on the Claim or take any other action with respect to the disposition or defense of the Claim without the prior consent of Supplier; (d) Supplier shall have the right and option at its discretion to step in and defend Customer with the attorney of Supplier's choosing; and (e) Customer agrees to submit to personal jurisdiction in all state and federal courts located in the jurisdiction listed in Supplier's signature as the exclusive jurisdiction and proper venue for all provisions of enforcement of this Agreement.

3. Miscellaneous. Supplier shall have no obligation under this Agreement with respect to any Claim arising out of the negligence, wrongful conduct or misuse or improper use of Products by of Customer or the end users of Products. This Agreement shall not apply to a Claim related to any Products that have been altered, mishandled, adulterated or otherwise changed in quality or character by Customer or the end users of the Products.

This Agreement does not create any warranties with respect to the Products, whether express or implied. To the extent that Supplier gives express warranties on the Products, the terms of such express warranties shall exclusively control the rights and remedies of Customer thereunder.

IN WITNESS WHEREOF, the parties, by their duly authorized officers have executed this Agreement as of the date first above written.

SUPPLIER

company name

street address

city/state/zip

authorized signature title

CUSTOMER

company name

street address

city/state/zip

authorized signature title