

Product Liability Indemnity Agreement

This Product Liability Indemnity Agreement (the "Agreement") is made and entered into as of _____ [Date], by and between:

Manufacturer: _____,
Address: _____

and

Indemnified Party: _____,
Address: _____

1. Purpose

The Manufacturer agrees to indemnify and hold harmless the Indemnified Party against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any product liability claim related to the products manufactured by the Manufacturer.

2. Scope of Indemnity

- Personal injury or property damage caused by the Manufacturer's product;
- Claims arising from defects in design, manufacturing, or labeling;
- Any violation of applicable product safety regulations or standards.

3. Exclusions

This indemnity does not cover losses arising from:

- Modifications or alterations to the product by parties other than the Manufacturer;
- Use of the product contrary to written instructions or intended purpose;
- Negligence or willful misconduct of the Indemnified Party.

4. Notice and Defense of Claims

The Indemnified Party shall promptly notify the Manufacturer in writing of any claim or suit and allow the Manufacturer to control the defense and settlement of such claim with cooperation from the Indemnified Party.

5. Term and Termination

This Agreement shall remain in effect for as long as the Manufacturer supplies products to the Indemnified Party unless terminated in writing by both parties.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of _____.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to the subject matter herein and supersedes all prior agreements, understandings, and negotiations.

Authorized Signature (Manufacturer)

Print Name & Title

Authorized Signature (Indemnified Party)

Print Name & Title

Date: _____