

# Product Liability Indemnification Agreement

This Product Liability Indemnification Agreement ("Agreement") is entered into by and between:

- **Indemnifier:** [Indemnifying Party Name], of [Address]
- **Indemnitee:** [Indemnified Party Name], of [Address]

## 1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Products:** [Description of Products Covered]
- **Claims:** Any third-party claims, demands, actions, liabilities, and damages arising out of or relating to the Products.

## 2. Indemnification

The Indemnifier hereby agrees to indemnify, defend, and hold harmless the Indemnitee from and against any and all Claims resulting from defects in the Products, including but not limited to bodily injury, property damage, or economic loss.

## 3. Exclusions

The indemnification obligations shall not apply to Claims arising from:

- Misuse or unauthorized alteration of the Products by the Indemnitee or third parties.
- Failure of the Indemnitee to comply with the Indemnifier's instructions or applicable laws.

## 4. Procedures

1. The Indemnitee shall promptly notify the Indemnifier in writing of any Claim.
2. The Indemnifier shall have the right to assume the defense of such Claim.
3. The Indemnitee shall provide reasonable assistance at the Indemnifier's expense.

## 5. Limitation of Liability

Except as expressly provided, in no event shall either party be liable for indirect or consequential damages under this Agreement.

## 6. Term and Termination

This Agreement shall commence on the Effective Date and continue for as long as the Products are offered for sale by the Indemnitee, unless earlier terminated by written agreement of both parties.

## 7. Miscellaneous

- **Governing Law:** This Agreement shall be governed by the laws of [Jurisdiction].
- **Entire Agreement:** This document represents the entire agreement between the parties.
- **Amendments:** Any amendments must be in writing and signed by both parties.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of [Effective Date]:**

**Indemnifier**

Name:  
Title:  
Date:

**Indemnitee**

Name:  
Title:  
Date: