

# Product Liability Indemnification Agreement

This Product Liability Indemnification Agreement ("Agreement") is entered into as of **[Date]**, by and between:

**[Indemnifier Name]**, with a principal place of business at **[Address]** ("Indemnifier"),  
and

**[Indemnitee Name]**, with a principal place of business at **[Address]** ("Indemnitee").

## 1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Indemnifier shall indemnify, defend, and hold harmless the Indemnitee from product liability claims arising from the design, manufacture, sale, or use of the products listed in **Exhibit A** attached hereto (the "Products").

## 2. Indemnification

- The Indemnifier agrees to indemnify, defend, and hold the Indemnitee, its officers, directors, employees, agents, and affiliates harmless from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any actual or alleged defect in the Products.
- This indemnity specifically includes, but is not limited to, claims based on strict liability, negligence, breach of warranty, or any other theory of product liability.

## 3. Notification and Defense of Claims

The Indemnitee shall notify the Indemnifier promptly in writing of any claim or action to which indemnification applies. The Indemnifier shall assume and control the defense of such claim, at its own expense, with counsel reasonably acceptable to the Indemnitee.

## 4. Exceptions

The indemnification obligations set forth herein shall not apply to the extent any claims or damages arise from:

- The Indemnitee's alteration or misuse of the Products;
- Use of the Products not in accordance with the Indemnifier's instructions;
- Combination with third-party products not approved by the Indemnifier.

## 5. Term and Termination

This Agreement will remain in full force and effect for so long as the Indemnitee offers for sale or distributes the Products, unless earlier terminated by mutual written agreement.

## 6. Miscellaneous

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes any previous agreements, oral or written. This Agreement shall be governed by the laws of **[Jurisdiction]**.

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Indemnifier: [Name & Title]

Date: \_\_\_\_\_

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Indemnitee: [Name & Title]

Date: \_\_\_\_\_

## Important Notes

- Always seek legal advice before signing or drafting indemnification agreements.
- Clearly define the scope and limitations of indemnification.
- Specify notification procedures for potential claims.
- Consider including insurance requirements for added protection.
- Thoroughly review all referenced exhibits and product lists.