

HOLD HARMLESS CONTRACTUAL AGREEMENT

PARTIES

- This Supply Agreement (hereinafter referred to as the “Agreement”) is entered into on _____ (the “Effective Date”), by and between _____, with an address of _____ (hereinafter referred to as the “Supplier”) and _____ with an address of _____ (hereinafter referred to as the “Buyer”) (collectively referred to as the “Parties”).

HOLD HARMLESS

- The Supplier shall indemnify, defend, and hold harmless the Buyer, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to the Supplier's products, services, or actions under this Agreement, except to the extent such claims arise from the Buyer's own negligence or willful misconduct. The Supplier shall promptly notify the Buyer of any claims or actions covered by this clause and shall provide all necessary information and assistance for the Buyer's defense.

AUTHORITY, UNDERSTANDING, AND WILLINGNESS TO ENTER AGREEMENT

- The Parties hereby represent and warrant that they each have full authority to enter into this Agreement and to perform all obligations herein. Each Party acknowledges that they have read and fully understand the terms and conditions of this Agreement, and that they enter into it freely and willingly, without coercion or duress. Furthermore, each Party acknowledges that they have had the opportunity to seek independent legal advice regarding the terms of this Agreement if they so desired, and that they are entering into this Agreement knowingly and voluntarily.

WAIVER

- Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. All waivers must be in writing and signed by the Party waiving its rights.

TERMINATION

- Either Party may terminate this Agreement upon [insert notice period] written notice to the other Party for any reason. The terminating Party shall provide written notice specifying the effective date of termination.
- The Parties shall cooperate to ensure a smooth transition of responsibilities, including the transfer of any necessary assets, accounts, or materials. Additionally, both Parties shall

promptly return any property or Confidential Information belonging to the other Party. Termination shall not affect any rights or obligations accrued prior to the effective date of termination.

FORCE MAJEURE

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

RENEWAL OF AGREEMENT

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

SUPPLIER

BUYER

DATE

DATE