

usage and maintenance during the warranty period, upon examination by Seller or its authorized representative, then Seller shall repair or







the purchase price paid for the allegedly infringing Good and/or Service. Buyer agrees, at its expense, to protect and defend Seller against any claim of intellectual property right infringement arising from Seller's compliance with Buyer's designs, specifications or instructions and to hold Seller harmless from damages, costs and expenses attributable to any such claim.

Buyer shall defend, indemnify and hold the Seller and its parent and affiliates, and their respective agents, representatives, employees, officers, successors and assigns, and customers ("Seller Indemnitees") harmless from and against any and all losses, claims, demands, actions, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and court costs through appeal ("Losses"), arising out of or related to any: (i) injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors, (ii) breach or non-fulfillment of any representation, warranty or covenant set forth in these terms and conditions, (iii) failure to comply with any federal, state or local law, rule, regulation or ordinance, and (iv) allegation that the goods infringe any intellectual property right, to the extent the infringement arises out of or results from Buyer's designs, specifications or instructions.

Buyer shall purchase and maintain, during all times Seller is fulfilling orders for Buyer, insurance in an amount sufficient to satisfy any claims or liabilities which Buyer (or Seller pursuant to an indemnity right) might incur arising out of Buyer's or its agents', employees' or subcontractors' manufacture, re-sale, delivery or installation of any Goods or performance of any Services. Without limiting the foregoing, Buyer shall get and maintain commercial general liability insurance, including coverage for contractual liability, product liability, personal injury, bodily injury, and property damage with a minimum limit of \$1,000,000 per occurrence (which limits may be achieved through a combination of primary and umbrella policies). Such insurance shall be written on an "occurrence" and not a "claims made" basis. Buyer shall deliver to Seller, upon request, a current Certificate of Insurance, including renewals thereof, showing the coverage provisions stated above and properly illustrating Seller as a certificate holder and additional insured. Additionally, Buyer shall provide to Seller thirty (30) days' written notice of non-renewal or cancellation.

Buyer shall be liable for the acts and omissions of its agents and subcontractors to the same extent as if Buyer performed such acts or made such omissions.

No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

In the event any provision or any part of ~~6-B, 00030083cc0B320 0300600CB00A6080800C0000300D00i14~~ or ~~6-B, 00030)B00Alt 00800030 C30060~~

and utilize the Goods for Buyer's intended purpose, and that such Licenses remain in full force and effect for the duration of this Agreement (Buyer shall provide copies of all Licenses to Seller on its request).

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