



EP Supply Corp / Sexy Battery
16192 Coastal Hwy
Lewes
DE 19958
United States
power@sexybattery.com

In return for and in consideration of Willam Trading Co., agreeing to purchase merchandise from __EP SUPPLY CORP with Sexy Battery Brand (“Vendor”), Vendor agrees to be bound by all of the following:

With respect to all merchandise or items purchased by WILLAM TRADING CO. from Vendor at any time, (the “Items”) Vendor agrees to the following:

- a) Vendor, at its own cost, shall hold harmless, defend, and indemnify WILLAM TRADING CO. and its affiliates, its affiliated entities, successors, assigns, and their respective shareholders, directors, officers, employees and agents from and against all the full amount of any and all suits, losses, claims, causes of action, judgments, fines, penalties, administrative or judicial proceedings and enforcement actions of any kind, damages, penalties, costs, expenses, and attorneys’ fees (collectively, the “Claims”) incurred or sustained by WILLAM TRADING CO. as a result, directly or indirectly, in whole or in part, of WILLAM TRADING CO.’s use, purchase, or sale of any of the Items where the Claims arise out of or relate to: (1) personal injury; (2) property damage; (3) infringement of any third party’s United States patent, copyright, trade secrets, trademark, or other intellectual property rights; (4) violations of any federal, state, or local laws, rules, ordinances, or regulations pertaining to product safety, labeling, packaging, weight, quality, or consumer protection, including but not limited to California Proposition 65 compliance and/or product warning failures or omissions; or (5) breach of this Agreement, representations, warranties or covenants. Notwithstanding the preceding sentence, Vendor is not obligated to indemnify WILLAM TRADING CO. for any Claims that directly result from WILLAM TRADING CO.’s gross negligence or willful or intentional acts.
- b) If for any reason whatsoever a court of competent jurisdiction or governmental agency issues an order or injunction, whether final, preliminary or temporary, that prevents WILLAM TRADING CO. from using, purchasing, or selling all or part of any of the Items, Vendor, at its expense, shall take one of the following actions within fifteen (15) days after issuance of such an order: (1) procure for WILLAM TRADING CO. the right to continue using, purchasing, or selling the Items; (2) replace or modify the Items so that they can again be used, purchased, or sold by WILLAM TRADING CO., provided that such modification or

replacement does not materially degrade the quality of the Items; or (3) after reasonable attempts have been made with respect to the foregoing alternatives, refund the purchase price paid to Vendor by WILLAM TRADING CO. for any remaining Items.

- c) The foregoing covenants and indemnification shall remain in full force and effect at all times and under all conditions upon any purchaser, assignee, trustee or other succeeding entity of either WILLAM TRADING CO. or Vendor.

Intending to be legally bound by the terms and conditions set forth above, Vendor executes this Indemnification Agreement this 5 day of October , 2018.

NAME OF VENDOR: EP SUPPY CORP (sexy battery)

Authorized Signature:  _____

By (print): Stephane BRUN

Title (print): Director