**PRODUCT INDEMNIFICATION AGREEMENT**

 Other than intellectual property rights owned by Central Purchasing, LLC/Harbor Freight Tools USA, Inc./Harbor Freight Tools, their parents, subsidiaries and Affiliates (as defined below), and their respective officers, directors, shareholders, managers, members and employees (collectively “Harbor Freight”), **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Company”) owns all intellectual property and other rights and interests in any and all products that Harbor Freight purchases from Company or may purchase from Company in the future (collectively, the "Products"). In consideration of Harbor Freight’s agreement to purchase the Product, and for other good and valuable consideration the receipt, adequacy and sufficiency of which is hereby acknowledged, Company agrees as follows:

Except for intellectual property rights owned by Harbor Freight, Company represents and warrants that it does not know of any patents, trademarks or other intellectual property rights of third parties covering the Products and that the Products will not infringe any patent, trademark, copyright or other intellectual property right of third parties. Company shall defend Harbor Freight against any suit or proceeding brought by third parties alleging that the manufacture or sale of the Products constitutes a direct or indirect infringement of any patent, trademark, copyright or other intellectual property right and shall indemnify and hold Harbor Freight harmless from and against any and all liability, loss, costs, damages or expenses, including attorney's fees, arising out of any such claim or proceeding. “Affiliate” shall mean (a) any entity in which Harbor Freight has a direct or indirect ownership interest in (other than insubstantial interests in publicly held companies) or (b) any entity which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with Harbor Freight.

Company further agrees to indemnify, defend and hold Harbor Freight harmless against any suit or proceeding brought by third parties alleging that the Products is defective and/or against claims of bodily injury or property damage arising out of the use of the Product, including, but not limited to, any and all liability, loss, costs, damages or expenses, including attorney's fees, arising out of any such claim or proceeding. Company agrees to name Harbor Freight as additional insureds under its general liability policy (ies), such policy (ies) to provide that coverage afforded Harbor Freight shall be primary. The additional insured designation should be as follows: Central Purchasing, LLC/Harbor Freight Tools USA, Inc. /Harbor Freight Tools and its affiliated and related entities. Company agrees to not make any changes to insurance without Harbor Freight’s prior approval.

This Agreement will be governed by and construed in accordance with the laws of the State of California, U.S.A., as applicable to agreements made and wholly performed within that state regardless of the place, time, or sequence of its execution. The parties agree that the laws of the State of California will apply despite any choice of law statute, rule, or precedent that would apply the law of any other jurisdiction. Company hereby irrevocably submits to the exclusive jurisdiction of the Federal and State Courts of the State of California, U.S.A. having jurisdiction in Camarillo, California and hereby agrees that any such court shall be a proper forum for the determination of any dispute arising hereunder.

TYPE VENDOR NAME HERE

(Signature) Must be completed by an officer of the company (CEO, President, Vice President, General Manager, etc.)

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

Title: (seal or Chop)

Harbor Freight Date:

By:

Title: