

SAMPLE HOLD HARMLESS AGREEMENT

This Agreement is made between [COMPANY NAME AND ADDRESS], a seller of compressed and cryogenic gases and related products, hereinafter "Seller," and [CUSTOMER NAME AND ADDRESS], hereinafter "Customer," relating to the sale and use of certain Products listed herein.

1. Seller has agreed to sell, and Customer has agreed to buy, the Products listed below in various quantities throughout the term of this Agreement.

[LIST SPECIFIC PRODUCT TRADE NAMES, DOT SHIPPING NAMES (IF DIFFERENT) AND UN NUMBERS]

2. Customer acknowledges that Seller has provided Customer with a Safety Data Sheet for each Product listed above.

3. Customer agrees and acknowledges that the Products listed herein in the quantities sold may present additional and/or unknown risks to employees, end users, and other persons who might come into contact with the Product(s).

4. Seller hereby disclaims any warranty or guarantee that the Products referenced herein will perform any job, duty or responsibility, meet any specific purpose or standard.

5. Notwithstanding any other provision herein, Customer agrees to hold Seller harmless from and to indemnify Seller against any and all claims, demands or lawsuits by any third party for injuries, damages, losses or other harm arising from or relating to the provision or use of Product under this Agreement. Customer shall also defend Seller against any and all such claims, demands or lawsuits and shall bear the cost of such defense, including attorney's fees. Seller shall use its best efforts to cooperate in the preparation of any such defense.

6. The provisions of this Agreement shall exist separately from and extend beyond the termination of any other agreement(s) between Seller and Customer for the sale and purchase of the Products listed herein and/or any business relationship between Seller and Customer.

7. If any portion of this Agreement is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.

[SELLER NAME]

[CUSTOMER NAME]

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date