

## HOLD HARMLESS AGREEMENT

The intent of this document is for the supplier of products and services to protect the Wolseley related entity purchasing such products and services, its subsidiaries and affiliates and their employees, officers, directors (collectively "Buyer") against claims made to Buyer arising out of products or services ("PRODUCTS") provided by **VENDOR NAME** ("Seller").

### A. INDEMNITY

SELLER shall indemnify, hold harmless and defend Buyer from any suit, cause of action, judgment or claim ("Claim") for damages to property or bodily injury, loss of life, liability of any nature, costs, or expenses including reasonable attorney fees ("Damages") arising out of or related to:

1. *the sale or use of Products provided by Seller;*
2. *the negligent act or omission of the Seller;*
3. *intentional misconduct of Seller; or*
4. *infringement of any intellectual property right or trade secret of a third party*

### B. EXCLUSIONS

Seller shall have no liability to Buyer for any CLAIM that arises:

1. *from or out of any PRODUCT that has been altered or damaged by Buyer;*
2. *as a result of any representation made by Buyer regarding the PRODUCT that is inconsistent with the PRODUCT description and documentation;*
3. *relabeled improperly by Buyer; or*
4. *damages proximately caused by the sole negligence or the Buyer.*

### C. CLAIM PROCEDURE

1. *Buyer shall provide prompt notice of any Claim to Seller as soon as practical along with any information and assistance necessary for proper defense of the Claim.*
2. *Upon written acceptance of the defense, Seller shall have the sole control over the defense, negotiation and settlement of such Claim, except to the extent such settlement involves injunctive relief.*
3. *However, Buyer may, at its own expense, retain separate counsel.*
4. *If the Seller fails to provide a defense upon tender of a Claim, then Seller shall reimburse Buyer for any Damages incurred including reasonable attorney fees arising out of or related to defense of the Claim.*

<b>Seller:</b>	_____	<b>Buyer:</b>	<b>Ferguson Enterprises, Inc.</b>
<b>Signed:</b>	_____	<b>Signed:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	_____
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____