

FORM HOLD-HARMLESS AND DISCLAIMER AGREEMENT

***TGI-Direct***

(“Producer”) has produced and sold to \_\_\_\_\_ (“Customer”) a series of generic warning labels for application on small and medium sized trailers (the “Labels”), subject to the terms and conditions of this Hold-Harmless and Disclaimer Agreement (“Agreement”).

The Customer acknowledges and understands that the Producer does not claim that any particular Label should be used in any specific application. Proper warning labels, their locations on the trailer, color, wording, style, and format, are functions of a combination of factors and conditions beyond the knowledge and control of the Producer and the National Association of Trailer Manufacturers (“NATM”), the licensor from whom the Producer has obtained the non-exclusive right to produce and sell the Labels that are the subject of this Agreement.

The Producer and Customer recognize and acknowledge that the Labels address potential risks common to most trailers and trailer uses, but may not be suitable for all trailers or sufficient to adequately warn against all potential hazards associated with the trailers on which the Labels may be affixed. Trailer types and uses, the risks associated with each hazard, and the applicable rules, laws, and regulations in the jurisdictions where the trailers are sold and used will dictate the appropriate labels or markings.

The Customer acknowledges it has the responsibility to ensure that a proper warning decal or label is selected and affixed at the appropriate location on all its trailers in conformity with the controlling factors and conditions and as required by applicable rule, law, regulation, standards, and other governing requirements.

Neither the Producer nor NATM guarantees and each disclaims any and all responsibility for any specific results relating to the use of the Labels. The Producer and NATM also disclaim any liability for any loss or damage of any kind arising out of the use of the Labels that are the subject of this Agreement, and the Customer agrees to indemnify, defend, and hold harmless the Producer and NATM from and against any loss, damage, claim, or penalty arising out of or in any way connected with alleged defects in the Labels that are the subject of this Agreement, including their design, or with their use or misuse.

PRODUCER: ***TGI-Direct*** \_\_\_\_\_

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

CUSTOMER: \_\_\_\_\_

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