

**This Indemnity agreement is for the purpose of ensuring that certain “restricted “ products will be purchased solely for the purpose of manufacturing and will not be resold to consumers for personal use. By entering into this agreement, you will ensure compliance with government regulations.**

## **INDEMNITY AGREEMENT**

**THIS INDEMNITY AGREEMENT** (hereinafter Agreement) is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the Indemnitor) and Zelikovitz Leathers (hereinafter referred to as the Indemnitee) and collectively referred to as the Parties.

**WHEREAS**, Indemnitee is considering selling or has sold to Indemnitor certain merchandise described as Fiebing leather dyes, oil dyes, suede dyes and leather stains (hereinafter referred to as the Products) as more fully described in Exhibit A attached hereto; and

**WHEREAS**, Indemnitor has been advised by Indemnitee that the Products may not be sold to consumers in Canada as per Volatile Organic Compound Concentration Limits for Certain Products Regulations (SOR/2021-268) hereinafter VOC Regulations; and may only be used for the purpose of Manufacturing or processing, defined as activities whereby any goods, products, commodities or wares:

- a. are made, fabricated, processed or refined out of any raw material or other substance or combination thereof,
- b. are converted or rebuilt, but not repaired, or
- c. are made by causing any raw material or other substance to undergo a significant chemical, biochemical or physical change

including change that preserves or improves the keeping qualities of that raw material or other substance but excluding change by growth or decay.

**WHEREAS**, Indemnitor distributes Indemnitees Products to retailers (Indemnitors Retailers) for sale in Canada; and

**WHEREAS**, Indemnitee enters into this Agreement with the understanding that all Products sold in Canada by Indemnitors Retailers will not be sold to Consumers; and

**WHEREAS**, Indemnitee wishes to be protected against any loss by reason of the failure by Indemnitors Retailers to assure that all Products sold by Indemnitee in Canada are not sold to Consumers, including, but not limited to, any loss relating to the failure by Indemnitor to provide a warning to its retail outlets for Products sold in Canada that these products may not be sold to Consumers, including specifically and without limitation any damages incurred by reason of judgments, settlements, injunctive relief, civil fines and penalties, and any attorney fees that may be incurred by Indemnitee arising out of Indemnitor or Indemnitors Retailers failure to provide a Warning for the Products;

**NOW, THEREFORE**, in consideration of purchases by Indemnitee and the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

1. Indemnitor agrees to assure that all Products distributed to Indemnitors Retailers in Canada will include a warning in accordance with VOC Regulations stating that Products are not for sale to consumers. In addition, Indemnitor agrees to defend, indemnify and hold harmless Indemnitee and its parent company, employees, shareholders, officers and agents from all claims, loss, expenses, damages, civil penalties, costs and attorneys fees that they or any of them may at any time incur by reason of Indemnitors or Indemnitors Retailers sale of Products in Canada.

2. The Parties agree that the defense of any suit or claim shall be taken up by counsel satisfactory to Indemnitee. All attorneys fees incurred in the representation of Indemnitee and Indemnitor shall be borne by Indemnitor. Indemnitor agrees to cooperate fully with Indemnitees counsel in all aspects of any suit or claim including, but not limited to, the execution of any and all necessary documents with regard to the suit or settlement the suit thereof as well as to the physical appearance of the appropriate authorized persons, if and when necessary upon reasonable notice, for the preparation for and attendance at trial.

3. Nothing herein shall be construed as obligating Indemnitor to make any purchases from Indemnitee or to continue buying the Products in the future. The terms of this Indemnity Agreement are in addition to those contained in Indemnitees Purchase Order, which terms remain in full force and effect. In the event of conflict, the language in this Indemnity Agreement shall control.

4. The invalidity or unenforceability of one provision of this Agreement will not affect the validity or enforceability of the other provisions. In the event any provision of this Indemnity Agreement is challenged or held unenforceable, all other provisions shall remain in force and the Agreement shall be deemed modified to exclude the unenforceable provision.

5. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

6. This Agreement, including any Recitals contains the entire agreement of the parties concerning this subject matter.

7. No amendment of this Agreement shall be binding unless it is in writing and signed by the party against whom enforcement is sought.

8. This Agreement shall be governed by Canadian law and any dispute regarding it shall be venued in the Ontario Provincial Court, Ottawa Canada. The prevailing party shall be entitled to attorney fees and costs.

9. This Agreement shall continue in force so long as the Products are sold to Indemnitor.

**IN WITNESS WHEREOF**, this Agreement has been executed by Indemnitor and Indemnatee on the date first above written.

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Zelikovitz Leathers**  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## Exhibit A

- **Fiebing's Leather Dye**
- **Fiebing's Pro Dye**
- **Fiebing's Deglazer**
- **Fiebing's Dye Reducer**
- **Fiebing's Saddle Lac**