

Hold Harmless/Indemnity Clause

Buyer agrees to protect, defend, indemnify and save harmless Acorn Design and Manufacturing (“Seller”) (its partners, parent companies, insurers, re-insurers, agents, affiliates, attorneys, employees, heirs, successors and/or assigns) from and against claims, actions (whether brought in any ADR mechanism and/or in court), damages (including, without limitation, punitive, consequential, and/or special), costs, expenses (including, without limitation, reasonable attorneys’ fees and other costs of suit), liability, fines, penalties, suits, and fees exceeding the cost of replacement of displays and related goods provided by Seller and arising out of or attributed, directly or indirectly, to the installation and use of these displays and related goods hereunder, regardless of whether the same is caused by the conduct, or any act and/or omission, or the operations or performance of Buyer or any employee, agent or contractor of Buyer.

Waiver of Subrogation

To the extent that damages are covered by property, liability and/or casualty insurance, Buyer on its behalf and that of its insurers waives all rights, including without limitation, rights of subrogation, against Acorn Design and Manufacturing and against consultants, agents, and employees of Acorn Design and Manufacturing for damages, except such rights as Buyer may have to the proceeds of such insurance.

Buyer (its employees, agents and/or contractors) agrees to protect, defend, indemnify and save harmless Acorn Design and Manufacturing (its owners partners, employees, agents, heirs, successors and/or assigns) from and against all loss, liability, cost and expense (including reasonable attorneys’ fees and costs of suit) of every kind arising out of or attributed, directly or indirectly, to the installation and use of these displays and related goods hereunder by Buyer (its employees, agents and/or contractors).