

HOLD HARMLESS AGREEMENT

The intent of this document is for the supplier of products to protect FERGUSON ENTERPRISES, INC., its affiliates, and their employees, officers, and directors (collectively "Buyer") against claims made to or against Buyer arising out of Product(s) provided by **INSERT NAME OF VENDOR HERE** ("Vendor"). (Under this agreement, "affiliate" means any company, organization, or other entity that directly or indirectly controls, is controlled by, or is under common control with Ferguson Enterprises, Inc.).

A. INDEMNITY

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

1. any actual or alleged defects in design, material, and/or workmanship of any Product provided by Vendor;
2. any recalls ordered by any governmental authority having jurisdiction over the sale or use of any Product provided by Vendor;
3. the negligent act or omission of Vendor;
4. intentional or willful misconduct of Vendor;
5. infringement of any intellectual property right or trade secret of any third party;
6. violation of any law, regulation, or other governmental requirement related to the manufacture, labeling, sale, or use of any Product provided by Vendor; or
7. loss or compromise of Buyer's confidential information or personally identifying information of Buyer's employees or customers to which Vendor obtains access.

B. EXCLUSIONS

Vendor shall have no liability to Buyer for any Claim that arises:

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

C. CLAIM PROCEDURE

1. Buyer shall provide prompt notice of any Claim to Vendor

as soon as practical along with any information and reasonable assistance at Vendor's expense necessary for proper defense of the Claim.

2. Vendor shall have the sole control over the defense, negotiation and settlement of such Claim, provided there is no admission of liability on the part of Buyer. However, Buyer may, at its own expense, retain separate counsel.
3. If the Vendor fails to provide a defense upon tender of a Claim, then Vendor shall reimburse Buyer for any Damages incurred, including reasonable attorney fees and costs, arising out of or related to defense of the Claim.

D. INSURANCE

Vendor shall maintain, at all times and at its expense, the following insurance coverage:

1. Commercial general liability and products liability insurance, to include coverage on an occurrence basis, for personal injury and property damage with limits of not less than \$2 million per occurrence/\$4 million aggregate.
2. Insurance limits may be reached either through the underlying policy or in combination with an umbrella policy.
3. Add Ferguson Enterprises, Inc. and its subsidiaries as "additional insured" on a primary and non-contributory basis for general liability for the above noted coverage to the Vendor insurance policy.
4. Vendor shall provide Buyer with a Certificate of Insurance evidencing the above and shall provide annual updates of the Certificate of Insurance.
5. The insurance required herein shall be placed with an insurance company with an A.M. Best's rating of "A- VII" or better.
6. The insurance company shall maintain a claims office in the United States.

For valuable consideration, the receipt of which is hereby acknowledged, duly authorized representatives of the undersigned agree to be bound.

INSERT NAME OF VENDOR HERE

FERGUSON ENTERPRISES, INC.

Signed: _____

Signed:  _____

Name: _____

Name: Scott Russell

Title: _____

Title: Senior VP Sourcing

Date: _____

Date: _____