

This is an addendum to SECOR's Terms and Conditions of Sale, Rental and Services ("Terms & Conditions"). This Electrofusion Addendum applies to any Customer who purchases or uses electrofusion fittings to fuse 12" or larger diameter polyethylene pipe.

## **INDEMNIFICATION**

Customer will indemnify the **Secor** as well as the **manufacturer** of electrofusion fittings and electrofusion processors against all claims, actions, suits, or other proceedings (collectively "Proceeding") threatened against **Secor** or such **manufacturer**, and all costs, expenses, damages and liabilities, including attorney's fees, professional fees and other costs, relating thereto where such Proceeding has arisen out of, results from, or is connected with Customer's use of 12" or larger electrofusion fittings.

In the event any claim is lodged against Customer for any injury arising from or connected with Customer's use of electrofusion fittings or controllers, Customer will promptly give written notice of the claim to SECOr within five business days of the commencement of any legal proceedings relating to the claim or action.

This Addendum does not alter or replace the Indemnification terms of, or Customer's obligation to indemnify Secon as provided in the Terms and Conditions.

Customer's Authorized Representative (Print and Sign name)