



Product Agreement Genpak LLC

Genpak LLC represents and warrants to you that the products being sold by us to you as of the date of the shipment by us for delivery to you are not adulterated or misbranded or an article which can not be introduced into interstate commerce, all in compliance with the applicable sections of the Federal Food, Drug and Cosmetic Act. We further represent to you that we are in compliance with all applicable federal, state and local laws relating to the manufacture of our product, the content of our product complies in all respects with the Federal Food, Drug and Cosmetic Act and the applicable sections thereto.

Genpak further agrees to defend, indemnify and hold you harmless from any actions, suits, claims and proceedings and any judgements, damages, fines, costs and expenses including reasonable attorney fees resulting from a determination by any competent court have jurisdiction that any of the representations heretofore made by us have been breached by reason of any product defect. We furthermore agree to indemnify and hold you harmless from any claim made by any person or entity against you as indemnity for the recovery of damages resulting from injury, illness or death or damage to property arising out of or alleged to have arisen out of any product defect attributable to us.


Genpak is not responsible for any labeling placed on any package by you relating to the quality or fitness of the product contained in or sold in packaging we provide to you, nor do we assume any liability for any misleading or false claims printed thereon. Furthermore, you agree to indemnify Genpak for any claims brought against Genpak arising out of the aforementioned labeling or product defect attributable to your products.

Furthermore, Genpak is not responsible for any adulteration of the packaging once it is shipped to you and placed in your possession.

We agree to maintain in effect adequate insurance coverage with reputable insurance companies providing product liability and excess liability all with such limits as are sufficient to protect you and us from the liabilities insured against by such coverage. Should you require, we will provide you with a Certificate of Insurance including the indemnification endorsement thereon relating to this Agreement with you.

This Product Agreement, along with our conditions of sale as shown on the reverse side of our invoices, continue and will be in full force and effect and should be binding upon us with respect to each and every product we ship to you. You shall notify us promptly of the service of process or receipt of any notice of claim for which you believe we have any responsibility.

Genpak LLC

By: 
James J. Reilly, President

Date: January 1, 2012