

36. IAPMO R&T warrants only that the services provided by IAPMO R&T pursuant to this Agreement will be provided in good faith. No other representations or warranties are provided by IAPMO R&T with respect to its services or this Agreement.

37. Listee hereby waives any claim or cause of action against IAPMO R&T based on negligence arising out of any actions or failures to act by IAPMO R&T in granting, denying or revoking any listings, except claims based on (a) gross negligence or lack of good faith by IAPMO R&T, and (b) a breach of the provisions of Paragraphs 33, 34 or 35 hereof.

[REDACTED]

(b) the subject matter of this Agreement; or (c) the interpretation or enforcement of any provision hereof, the prevailing party in such dispute or action shall receive from the losing party all of the prevailing party's costs, expenses and such amounts as the court may adjudge to be reasonable attorneys' fees. Such sums shall be included as part of any judgment.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

39. Listee shall not manufacture, prepare, assemble, package or deliver any products bearing a Certification Mark which are deficient in quality or packaged in a misleading or deceptive manner, or otherwise manufacture, prepare, assemble, package, sell, deliver or advertise such products in violation of any law or any of the terms of this Agreement, nor do any other act detrimental to any Certification Mark or to IAPMO R&T's rights therein or to IAPMO R&T by Listee's use of the Certification Marks. Listee agrees to indemnify, defend and hold IAPMO R&T and the officers, directors, members, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney's fees, investigative costs and court costs arising out of, relating to or in connection with (a) Listee's participation in IAPMO R&T's listing program, including but not limited to statements by Listee to third parties relating to Listee's participation in IAPMO R&T's listing program, and (b) all third party claims relating to the purchase or use of Listee's products, whether based in contract (including, but not limited to, warranty claims), tort (including, but not limited to, negligence or product liability claims) or otherwise. Listee further agrees to obtain and maintain policies of product liability insurance, general liability insurance or similar equivalents with coverage's in amounts that are reasonably satisfactory to IAPMO R&T or commercially standard in the Industry.

40. In the event of any legal action or dispute brought by either party arising out of (a) the relationship created by this Agreement;