18. Rayloc, a Division of Genuine Parts Co. agrees to protect and indemnify NAPA and each NAPA Member Company, Distribution Center and NAPA Jobber from and hold each of the foregoing harmless against all liability, loss, damage, cost or expense (including but not limited to attorneys fees) which each of the foregoing may incur or be required to pay by reason of injury or death to persons or damage to property or both caused by or arising out of any claim that any products manufactured and/or sold by Rayloc, a Division of Genuine Parts Co. to NAPA Distribution Centers were defective in design, packaging, labeling, materials or workmanship, or fail to comply with any applicable law or regulation at the time of delivery to the NAPA Distribution Center or direct shipment delivery to the NAPA Jobber, excepting, however, any labels or packaging trademarks or formulations provided by or directed to be used by NAPA. Rayloc, a Division of Genuine Parts Co. agrees to defend any action, suit or proceeding brought against NAPA or any NAPA Member Company, NAPA Distribution Center or NAPA Jobber insofar as such action, suit or proceeding is based on a claim that any products manufactured and/or supplied by Rayloc, a Division of Genuine Parts Co. were defective in design, packaging, labeling, materials or workmanship, or fail to comply with any applicable law or regulation at the time of delivery to the NAPA Distribution Center or direct shipment delivery to the NAPA Jobber, except for those matters stated above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents, have caused this agreement to be signed and to be made effective on the date and year above written.

NATIONAL AUTOMOTIVE PARTS ASSOCIATION

BY: _____

Robert E. McKenna

President

Rayloc, a Division of Genuine Parts Co.

BY: _____

TITLE: Pres.