

of any business in or through Cooper Industries Norge AS by Seller or its Affiliates after the Closing); and (iv) any liabilities and obligations of Cooper A&S Company and Champion Automotive S.p.A. to the extent such liabilities and obligations relate to non-automotive businesses conducted by such companies before the Closing Date. Seller shall also indemnify, defend and hold harmless the Buyer Indemnified Parties from the Adverse Consequences and Environmental Claims (a) described in Section 5.21 relating to the AlliedSignal Lawsuit and the Bosch Infringement Claim and (b) for Asbestos Claims to the extent provided in Section 5.25.

9.5. **Indemnification by Buyer.** Subject to the qualifications contained in this Section 9, Buyer shall (and Buyer shall cause the Champion Companies and any of Buyer's Affiliates which acquire assets of the Canadian Division to) indemnify, defend and hold harmless Seller, and its Affiliates, and its and their directors, officers, employees and assigns ("Seller Indemnified Parties") from any Adverse Consequences and Environmental Claims incurred by or asserted against the Seller Indemnified Parties to the extent such Adverse Consequences and Environmental Claims arise out of or relate to: (i) a breach by Buyer of its representations, warranties, covenants or other agreements contained in this Agreement or in any schedule, certificate or other document delivered in connection with this Agreement; (ii) Seller's Company Obligations; (iii) the Buyer's indemnity obligations under Sections 5.11, 5.25 and 7.2(b); (iv) all Environmental Claims; and (v) all liabilities and obligations of Champion, the Champion Subsidiaries and the Related Companies, and all liabilities and obligations relating to the Canadian Division that are assumed by Buyer or its Affiliates, whether arising before, on or after Closing; provided, however, with respect to clauses (iv) and (v) above, Buyer shall not have any obligation to indemnify, defend and hold harmless the Seller Indemnified Parties to the extent any Adverse Consequences or Environmental Claims are subject to the indemnification provisions of Section 9.4.

9.6. **Third Party Claims.** The obligations and liabilities of the parties with respect to claims for indemnification resulting from the assertion of liability by a third party are subject to the following terms and conditions.