Union Carbide agrees to indemnify De Gussa from and against claims, damages, judgments, expenses and losses adjudged against and actually paid by De Gussa arising from infringement of German Patent 1,567,517 by reason of the sale by De Gussa of asbestos products sold to De Gussa by Union Carbide; provided, however, that De Gussa shall have given Union Carbide prompt notice in writing of any claims of alleged infringement of said patent and of the bringing or any threat of the bringing of any suit or action for infringement of said patent, shall furnish Union Carbide with such information and assistance as Union Carbide deems necessary to defend or settle any such suit or action; and provided further, that De Gussa shall not settle or compromise any such suit or action without the prior written consent of Union Carbide. In no event shall the indemnity provided for hereunder apply to sales of asbestos products made after De Gussa has received notice of any claim of alleged infringement of said patent or of the bringing or any threat of the bringing of any suit or action for infringement of said patent.

