

NRG Vendor Terms and Conditions..

Sub-contractor shall provide all test equipment, tools, labor, supervision, materials, parts, transportation, and all effort necessary to carry out the specifications herein.

Sub-contractor shall perform the work in a way to minimize disruption to the normal operation of The Store Personnel. Upon completion of work the Sub-contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

Sub-contractor shall make necessary repairs in such a manner that does not damage the store Property. In the event damage occurs to the property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Sub-contractor shall replace or repair the same at no cost to NRG. If damage caused by the Sub-contractor has to be repaired or replaced by NRG, the cost of such work shall be deducted from the monies due the Sub-contractor.

In the event the work performance of the Sub-contractor is unsatisfactory, the Sub-contractor will be notified by NRG and be given one day to correct the work. Labor for all re-work will be at no cost to NRG

No one except authorized employees of the Sub-contractor is allowed on the premises. Sub-contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Sub-contractor or authorized vendor of the Sub-contractor.

REMOVAL OF SUB-CONTRACTOR'S EMPLOYEES:

The Sub-contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. NRG may require that the Sub-contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of NRG.

INDEMNIFICATION.

To the fullest extent permitted by law, Sub-contractor shall defend, indemnify, and hold harmless NRG, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. Sub-contractor's duty to defend, indemnify and hold harmless NRG, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Sub-contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The insurance policies required by this Contract, except Workers' Compensation, shall name NRG, its agents, representatives, officers, directors, officials and employees as Additional Insured. The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against NRG, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or service.

Commercial General Liability.

Sub-contractor shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s

Additional Insured, Form CG 20 10 10 01, and shall include coverage for Sub-contractor's operations and products.

Automobile Liability. Sub-contractor shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Sub-Sub-contractor's vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation. Sub-contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Sub-contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit Sub-contractor waives all rights against NRG and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Sub-contractor pursuant to this agreement. In case any work is subcontracted, Sub-contractor will require the Sub Sub-contractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Sub-Sub-contractor.

Certificates of Insurance.

Prior to commencing work or services under this Contract, Sub-contractor shall furnish NRG with certificates of insurance, or formal endorsements as required by the Contract in the form provided by NRG, issued by Sub-contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Sub-contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to NRG fifteen (15) days prior to the expiration date.

INVOICING:

After completion of services, the Sub-contractor shall submit an invoice NRG:

All invoicing MUST include:

For T&M work: Back up / employee time sheets and copies of material receipts.

Purchase order number;

Signed work Order from store manager:

Job site name and address, with NRG location number;

Certificate of insurance Policy Naming Nelson Renovation Group LLC as additional insured.

TOTAL:

Payment Terms:

NRG Payment terms are Net 30 unless otherwise agreed.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Sub-contractor.

For more information please call NRG at 201-523-9700 or email to Info@NCINJ.com

Terms and conditions subject to change without notice.