JT AUTOMATION

Design.
Deliver.
Repeat.

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jtautomation.com
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Windsor, CT 06095

These Purchase Order General Terms and Conditions are applicable to JT Automation, LLC. Purchase Orders.
ATTENTION: ***Joining Industries purchasing company Purchase Order Form shall override this Agreement in the event of a conflict.***

1. Definitions.

"Purchase order" or "Order" MEANS THE PURCHASE ORDER FORM ITSELF WITH TERMS, THESE PURCHASE ORDER GENERAL TERMS AND CONDITIONS, AND ALL SPECIFICATIONS, DRAWINGS, DATA, INSTRUCTIONS, SCHEDULES AND THE LIKE THAT ACCOMPANY OR ARE INCORPORATED INTO THE ORDER BY REFERENCE AND ANY PURCHASE ORDER REVISIONS, MODIFICATIONS OR AMENDMENTS THAT MAY BE MADE FROM TIME TO TIME.

"Buyer" means: Joining Industries, or JT Automation, LLC, whichever business has issued the P.O. **"Supplier"** means the company described on the face of the Order and, (ii) any applicable subcontractors that Supplier elects to utilize for the Order, provided that such subcontractors must agree to all Order terms and conditions prior to Supplier's issuance of an Order containing such subcontractors. **"Goods"** shall include, but not be limited to physical goods, items, materials, services that are rendered or performed, equipment, supplies, work and the like supplied by Supplier (and any applicable subcontractors).

2. Price and Taxes.

The price for the Equipment will be set out in the Order. All stated prices are exclusive of any taxes, fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under these Terms (collectively, "Taxes").

3. Quality.

The Buyer requires all Suppliers to provide notification via phone followed by written notification (mail, email or fax) upon the detection of nonconforming product. Maintaining records that support evidence of conformity is a requirement and Supplier must retain forms, such as production records, product verification records, material certificates and reports of nonconformance for Goods that the Buyer purchases. These records shall remain legible, readily identifiable, and retrievable. Record retention periods are equal to the product life or five years, whichever is greater. Any Goods related to aerospace and aircraft, must be maintained for a minimum of ten years, unless otherwise specified. The Buyer reserves the right to determine if material is nonconforming and to reject and return nonconforming material. Payment for material determined to be nonconforming does not constitute acceptance. Suppliers are required to obtain approval by Buyer, prior to processing any order, if changes in approved product, process, subcontractor(s), facility location, or the like, has or will occur. The requirements contained herein, including customer requirements, must be applied to Supplier's subcontractor contracts and Supplier's internal protocol, when applicable. Access to all applicable records must be provided to Buyer, our customers and regulatory authorities, for all facilities involved in the Order and at any level of the supply chain.

4. Supplier Sub-Tier Control.

The supplier, as the recipient of the purchase order and or contract, is responsible for meeting all specified technical and quality requirements, whether the work is performed by the supplier or by the supplier's sub-tier sources. When the supplier uses a sub-tier source to perform services or work on products, the supplier shall include "Flow-Down" on purchase orders to his or her sub-tier sources, of all the applicable technical and quality requirements from the (JT AUTOMATION) purchasing company purchase order, including when applicable the

requirement to document and control “key characteristics” and to furnish objective evidence (test reports, certifications, charts, etc….) when required by the specific clause called out on the purchase order.

5. Unauthorized change and or substitutions.

The supplier may not make any changes and or substitutions to any products or services which are required by the purchase order, drawing, specification, standard, and or other applicable documents without prior written authorization by the (JT AUTOMATION) purchasing company. Suppliers and or supplier’s sub-tier may be subject to an on-site review of proposed change at his or her facility.

6. Source Inspection.

The supplier shall notify the (JT AUTOMATION) purchasing company purchasing agent to arrange for source inspection following supplier’s inspection, and 48 hours prior to the date of availability for inspection by the (JT AUTOMATION) purchasing company. The supplier shall furnish, at no cost, necessary facilities and equipment, to the (JT AUTOMATION) purchasing company source inspector.

NOTE: If Government inspection is required prior to shipment from your plant, upon receipt of this order, promptly notify the Government Representative who normally services your plant so that appropriate planning for Government inspection can be accomplished.

7. Raw Material, Castings, Forgings.

If there is more than one heat lot of material, individual material lot integrity, with positive traceability to the delivered product, and applicable material test report must be maintained.

7.1 Items Supplied by (JT AUTOMATION) purchasing companies- Strict accountability of material furnished by (JT AUTOMATION) purchasing company for use on this order shall be maintained by supplier. Supplier shall certify that:

(a) All product(s) delivered on this order was manufactured from material furnished by (JT AUTOMATION) purchasing company,

(b) From the material heat or lot numbers identified on the material or (JT AUTOMATION) purchasing company’s shipper; and

(c) No material substitution was made. If material was dropped shipped a Material Release Authorization must be obtained from (JT AUTOMATION) purchasing company Quality prior to beginning production.

7.2 Supplier furnished (Mill cert required - must include chemical & physical analysis). NOTE; If more than one heat lot is supplied per part number, parts MUST BE DIRECTLY TRACEABLE TO APPLICABLE HEAT LOTS.

8. Packing Slip required with each shipment.

As a minimum, packing slip must contain the following: part number, revision, part name, quantity, & serial /lot number if applicable.

9. Special Process Certification and Sources.

Suppliers of special processes shall ensure qualifications of personnel performing services related to product quality.

As a minimum, suppliers should have records of training for personnel and available for review upon request.

8.1 One copy of the special process certification is required (H.T., Passivate, Plating, etc.) with each shipment.

8.2 Only (JT AUTOMATION) purchasing company approved process sources may be used (contact purchasing manager at the purchasing company for approved process sources listing).

10. Certificate of Conformance.

Supplier shall furnish a certification with each shipment that the product or service complies with all purchase order requirements, drawings, & specifications. The certification shall identify as a minimum, part number, including revision, purchase order number, serial / lot number (if applicable), quantity, supplier name & address, signature & title of a responsible member of supplier's organization.

11. Intellectual Property Rights (IPR).

11.1 The Supplier shall fully indemnity the Buyer against any action, claim, demand, costs, charges and expenses arising from, or incurred by reason of any infringement or alleged infringement of any IPR by the use or sale of the Goods and against all loss and damages which the Buyer may incur thereby, save for any infringement which is due to the Supplier having followed a design or instruction furnished by the Buyer or to the use of the Goods in a manner or for a purpose not disclosed to the Supplier and not reasonably inferable by the Supplier. In the event of any claim being made or action brought against the Buyer arising out of the matters referred to in this Clause 11 the Supplier shall be notified thereof as soon as possible and may at his own expense assume the conduct of all negotiations for the settlement of the same and of any litigation that may arise therefrom, acting in consultation with the Buyer and taking into account all reasonable observations of the Buyer. The Supplier shall within fourteen (14) days of such notification inform the Buyer in writing whether it will conduct such negotiations and/or litigation. The Buyer shall not, unless and until the Supplier shall have failed to take over the conduct of such negotiations and/or litigation, make any admission prejudicial thereto and shall at the request of the Supplier afford all available assistance for such purpose and be repaid any expenses incurred in so doing. The Buyer warrants that any design or instructions furnished or given to the Supplier shall not be such as may cause the Supplier to infringe IPR in the performance of the Order.

11.2 The ownership of any and all deliverables resulting from the Services, and any and all IPRs therein, and of any and all IPRs in any invention, development, or copyrightable subject matter otherwise conceived, first reduced to writing or practice, or made by the Supplier, either solely or with others, resulting from the Services or otherwise paid for by the Buyer or made using the Buyer's time, materials, facilities, or information is hereby assigned to the Buyer. The Supplier will disclose such inventions, developments, or copyrightable subject matter promptly to the Buyer and will cooperate with the Buyer during and after the term of the Order in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by the Buyer. The Supplier represents and warrants that it has the legal right and power to assign ownership of the deliverables and such IPRs to the Buyer without violating any rights of any third party. The Supplier agrees that the payments pursuant to the Order are full and complete compensation for all obligations assumed by the Supplier hereunder, and the assignment of ownership, IPRs, or any other rights to the Buyer does not entitle the Supplier to any additional compensation. 11.3 The Supplier represents and warrants that the Goods and/or the Services and any deliverables thereof do not infringe any IPR of a third party and are not subject to any license or any other obligations or conditions that would affect the Buyer's use or resale thereof. 11.4 The obligations of this Clause 11 shall survive the completion of performance and expiration or termination of this purchase order.

12. RESPONSIBILITY FOR PROPERTY.

Unless otherwise specified, Supplier shall be liable for any loss or destruction or damage to Buyer or Buyer's customer property furnished to Supplier by the Buyer's customer or buyer and shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear for the utilization of it in accordance with the provisions of this order. Supplier shall include nothing in its prices for direct damage insurance on property of Buyer as Buyer for its sole benefit insures such property. Title thereto shall not be

affected by the incorporation or attachment thereof to any property not owned by Buyer or Buyer's customer, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as property by reason of affixation to any realty. Buyer, or Buyer's customer, shall have the right to enter Supplier's premises at all reasonable timers to inspect their property and Supplier's records with respect thereto.

13. **Packaging, Preservation, & Shipping.**
Supplier shall assure that all items are adequately protected from damage, loss, deterioration, degradation or substitution. Each container must be properly marked or labeled to maintain content identity, its origin, & destination. All shipments shall be insured for not less than the associated PO value. Unless otherwise agreed in the Order, Supplier will deliver the Equipment DDP (Incoterms® 2020) Supplier's plant or factory (the "Delivery Location").

14. **Control of Non-Conforming Material or Products.**
Suppliers system must make provisions for prompt identification, documentation, & submittal to buyer for disposition of any non-conforming product found during manufacturing or inspection operations, and a system to implement effective corrective action to prevent recurrence. In those instances where it is indicated that non-conforming products may have been shipped, the system shall provide for prompt buyer notification. Nonconforming products must be segregated (pending disposition, i.e., scrap, rework, etc.) to prevent return to production or shipment.

15. **Pre-Production Preliminary Approval.**
Products on this purchase order have been identified as Critical and require additional controls for processing operations, manufacturing, and inspection. The Supplier shall notify the (JT AUTOMATION) purchasing company at least one week prior to production at which time the (JT AUTOMATION) purchasing company may schedule an on-site review for approval of but not limited to supplier's equipment, methods, processes, and controls to be used during production run. Post approval, any subsequent changes proposed by the supplier
Shall be submitted to the (JT AUTOMATION) purchasing company for review and approval prior to implementation in production.

16. **DELIVERY SCHEDULES.**
Time is of the essence, and deliveries shall be made both in quantities and at times as specified by Buyer via such means as Buyer's schedules, PO's, and reports. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Supplier shall deliver goods in such quantities and times as Buyer may direct. In addition, Supplier agrees to comply with all delivery and logistics requirements and procedures specified by Buyer, as revised from time to time.

17. **Ozone Depleting Substances ("ODS's).**
With respect to goods delivered to purchaser on or after May 15, 1993, Supplier agrees to comply with the U.S. clean air act amendments of 1990 regarding warning statements on products manufactured with ODS's, products containing ODS's, and containers containing ODS's. The need for warning statements, the specific wording of statements, and the placement of statements shall be in accordance with requirements of the U.S. Environmental Protection Agency implementing regulations.

18. **Right of Entry.**
Joining Industries, Inc. and its customers reserve the right of entry into your facility at any time during the performance of contract/purchase order to perform inspections/audits related to said contract/purchase order.

19. **Foreign Object Damage.**

Handling of material will be such to prevent invasion by foreign objects.

20. Conflict Zone Minerals.

When any item (raw material, component or assembly) contains: Tin, Tungsten, Tantalum or Gold, the supplier shall certify that these materials were sourced ethically and did not originate from the DRC (Democratic Republic of Congo) or surrounding countries.

21. REACH Compliance.

"REACH" is an acronym for Registration, Evaluation, Authorization, and Restriction of Chemicals. It is a European Union Regulation that governs chemicals designated Substances of Very High Concern (SVHC). A major element of the REACH regulation is the requirement to communicate information on chemical content up and down the supply chain. Joining Industries requires all suppliers to advise us on the REACH status of all obtained products and materials. The most recent version of REACH regulations can be found at: REACH Regulation - European Commission (europa.eu)

22. RoHS Compliance.

Restriction of Hazardous Substances Directive commonly referred to as "RoHS" is a directive by the European Union. This directive establishes environmental guidelines and legislation to reduce the presence of materials deemed hazardous to the environment. Joining Industries requires all suppliers to advise us on the RoHS status of all obtained products and materials. The most recent version of the RoHS directive can be found at: RoHS Directive - European Commission (europa.eu)

23. CHANGES.

Buyer may at any time by written notice and without notice to sureties or assignees, make changes within the general scope of this order in any one or more of the following:

(i) drawings, designs or specifications;

(ii) method of shipping or packing;

(iii) place of inspection, acceptance or point of delivery; and

(iv) delivery schedule.

Should any such change increase or decrease the cost of or the time required for performance of this order, an equitable adjustment may be requested by Supplier or Buyer in the price, or delivery schedule, or both. No request by Supplier for adjustment will be valid unless submitted to Buyer in a form acceptable to Buyer within fifteen (15) days from the date of such change and shall be accompanied by an estimate of charges for redundant material or work in process, if any.

24. Change Notification Policy.

Buyer performs services for customers who manufacture and market regulated products including aerospace and medical devices that fall under the purview of various regulatory agencies including the Federal Aviation Administration (FAA) and the Food and Drug Administration (FDA). These products and devices require various levels of approval and review by the respective regulatory agencies. To maintain compliance with any approvals and reviews performed by any agency, medical patient, or flight safety regulations, Buyer must be notified prior to the implementation of any process or material changes made by our Suppliers or subcontractors. Written approval from Buyer is required *before* changes can be implemented. At a minimum, before continuing work on an order, notification and written acceptance is required if:

a) The change affects or alters compliance to any drawing or print requirement. This applies even if the

Supplier creates their own drawing or print based on one provided by Buyer.

b) There is a change in manufacturing location – even if the new location is owned and/or managed by the original Supplier.
c) There is any modification of material grade, quality, or characteristics, whether in the raw or finished state.
d) There is a change in Supplier's material provider.
e) There is a change in the process outside previously validated process parameters.
f) There is a change to any process documentation previously approved by Buyer. Typically, this will be process documentation developed or written specifically for Goods produced for Buyer.
g) There is a change to surface cleanliness or surface coatings; examples include mold release agents, cutting oils, cleaners, etc.
h) There is any change to types of machinery or processes. For instance, changing a manual process to an automated process, or changing a soldering operation to a welding operation.
i) There is a change to released specifications for parts.

Drawings or prints with Critical-to-Quality (CTQ) or Key Characteristic features identified on them will receive a higher level of scrutiny. Similarly, processes or materials that affect CTQ features or Key Characteristics will also receive increased scrutiny. Any risk arising from changes made by Suppliers or Subcontractors without Buyers written approval is solely the responsibility of the Supplier. The most effective method to limit or eliminate risk is to contact Buyer and receive written approval of the change before implementation.

25. Taxes.

Supplier will be responsible for all taxes and duties ("Taxes") that are payable by Supplier on any goods or services used by Supplier in providing Goods under this Agreement, or that may be levied in relation to the Goods.

26. Compliance with Laws.

Supplier will fully comply with all applicable laws, codes, and government regulations, including but not limited to all relevant export laws and regulations of the United States.

27. Standard of Work.

Supplier warrants that the Goods shall be of professional quality and performed consistent with the highest accepted industry standards. Supplier shall comply with the applicable specifications and other requirements under this agreement ("Agreement"). Supplier shall, without additional compensation, promptly correct or revise any deficiencies, and/or omissions, in the Goods. Supplier warrants that the Goods, including material and work, furnished hereunder shall be of the highest grade and quality unless otherwise specified by Buyer in writing; shall not be less than merchantable and fit for the particular purpose(s) known by or disclosed to Supplier as applicable thereto; and shall conform to any applicable additional documents provided by Buyer.

28. LIMITATION OF LIABILITY.

In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, or any lost profits/revenue. The only exceptions to the above mentioned are as follows:

(i) Claims relating to personal injury, property damage, or death

(ii) Supplier's breach of its obligations relating to confidential information, warranties or indemnity.

29. Force Majeure.

Supplier shall be entitled to a time extension as its exclusive remedy for any delay, due to "force majeure," as that term is defined under applicable law. To be entitled to a time extension, Supplier must give written notice of the delay within five days of the date the delaying event first arose, and it must be later established by an appropriate schedule analysis showing the extent of the delay and that there was no concurrent or additional delay by Supplier.

30. EXCUSABLE DELAYS.

Strikes, fires, accidents or other causes beyond the reasonable control of Buyer which affect its ability to receive and use the material ordered hereunder shall constitute valid grounds for suspension of shipment under this order upon notification to Supplier by facsimile or letter, and any such suspension of shipment shall be without penalty or cost to Buyer. Except for delays of Supplier's subcontractors, Supplier shall not be liable for damages to Buyer or its customers for delays or defaults in deliveries due to unforeseeable contingencies beyond Supplier's control and without Supplier's fault or negligence. Supplier's delays or defaults in deliveries shall be grounds for cancellation of this order regardless of the cause thereof. Supplier shall within three (3) days of the occurrence thereof notify Buyer in writing of the occurrence of any cause which will give rise to a delay in delivery. Failure to give such notice shall render Supplier liable for all damages, including incidental and consequential damages to Buyer and its customer occasioned by delay in the delivery of the material covered by this order.

30. Termination.

30.1 TERMINATION FOR BREACH OR NONPERFORMANCE.

Buyer may terminate all or any part of this contract, without liability to Supplier, if Supplier (a) breaches any term of this contract (including, without limitation, Supplier's warranties); (b) states its intention not to perform or otherwise rejects its obligations under this contract; or (c) fails to make progress in performance so as to endanger timely and proper completion of services or delivery of goods under this contract; provided, however, that if any failure or breach under the foregoing (a) through (c) is curable, Buyer will provide Supplier an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding 5 days after Buyer provides notice of the failure or breach to Supplier. In addition, Buyer may terminate this contract upon giving at least 60 days' notice to Supplier, without liability to Supplier, if a direct or indirect change in control or ownership of Supplier occurs without Buyer's prior written consent.

30.2 TERMINATION FOR CONVENIENCE.

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, terminate all or any part of this contract before the expiration date set forth in this contract, at any time and for any reason, by giving written notice to Supplier. In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Supplier only the following amounts, without duplication: (a) the contract price for all goods and services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the goods or services under this contract, to the extent such costs are reasonable in amount and are properly allocated or apportioned under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Buyer's written consent and the cost of any damaged or destroyed goods or material. Supplier will promptly make available for delivery to Buyer, as specified by Buyer, any goods completed but not delivered as of the time of Buyer's termination hereunder. Any request for payment submitted to Buyer under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information as Buyer may request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to request for payment under this Section by Supplier. Any request for payment under this Section must be in writing and include, without limitation, a statement setting forth the contract price for the goods or services, invoices reflecting the actual cost of work-in-process and raw materials, the basis for the allocation of such costs to the terminated portion of this contract, and any other supporting documentation reasonably requested by Buyer. Any amount otherwise due to Supplier pursuant to this Section will be reduced by any amount owed by Supplier to Buyer under this contract or otherwise. Any payment under this Section will not be deemed a waiver of any of Buyer's other rights arising under this contract or applicable law. Notwithstanding any other provision of this contract, Buyer will make no payments under this Section for finished goods, services, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those authorized in Buyer's firm delivery schedules or any undelivered goods that are in Supplier's standard stock or that are readily marketable. Further,

any payments made under this Section will not exceed the aggregate price payable by Buyer for finished goods or services that would have been produced or performed by Supplier under Buyer's delivery schedules outstanding at the date of termination. Except as expressly provided in this Section, Buyer will not be liable for and will not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. The payment specified in this Section is Supplier's sole remedy for termination of this contract under this Section. The provisions of this clause are without prejudice to any other rights or remedies of Buyer, including those resulting from default by Supplier hereunder

31. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction. If a dispute arises from or relates to Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Hartford, Connecticut. The arbitration shall be governed by the laws of the State of Connecticut. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

32. Acceptance: Entire Agreement.

Buyer shall not be bound by this Purchase Order until Supplier executes and returns to Buyer the acceptance copy of this order. No terms and conditions at variance with, or additional to, those contained herein shall be applicable hereto or to this Purchase Order unless specifically agreed to in writing by an authorized representative of Buyer. Any agreements, negotiations or understandings of the parties prior to the date of this Purchase Order, whether written or oral, are merged herein and superseded hereby. No modification of the provisions hereof shall result from Buyer's acceptance of the Goods or receipt from Supplier or an invoice or acceptance or other form containing terms and conditions in additional to, or inconsistent with, the provisions hereof.

33. Miscellaneous.

Nothing herein shall be construed to limit the remedies available to Buyer under the Uniform Commercial Code as adopted in Connecticut or other applicable law.

Entered into as of the date written below.

Supplier *(Duly Authorized)*

By: _____
Print: _____
Date: _____

Schedule A
Insurance Requirements

1. **Commercial General Liability:** All subcontractors and any employee, sub-subcontractor, or supplier ("Subcontractor") are to provide the following minimum general liability coverage with respect to services provided or operations performed by said Subcontractor:

BODILY INJURY AND PROPERTY DAMAGE:	$1,000,000 each occurrence $2,000,000 general aggregate
PRODUCTS & COMPLETED OPERATIONS:	$1,000,000 general aggregate
PERSONAL & ADVERTISING INJURY:	$1,000,000 each occurrence $1,000,000 general aggregate
MEDICAL EXPENSES:	$10,000

"XCU" exclusions may not apply if providing foundation, excavation or demolition work.

2. **Vehicle:** All Subcontractors shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

BODILY INJURY AND PROPERTY DAMAGE:	$1,000,000 COMBINED SINGLE LIMIT

3. **Pollution Liability:** All applicable Subcontractors shall provide coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures or other work / limits as determined to be necessary.

COVERAGE:	$1,000,000 each claim $1,000,000 aggregate

4. **Statutory Workers Compensation, Employer's Liability:** All Subcontractors shall provide the statutory (federal and state) mandated Workers Compensation coverages. Subcontractors shall also provide Employer's Liability coverage with the following limits:

EMPLOYEE'S LIABILITY BY ACCIDENT:	$500,000 each occurrence
DISEASE PER EMPLOYEE:	$500,000 each employee
DISEASE POLICY LIMIT:	$500,000 policy limit

IF WORK IS IN THE STATE OF NY – CERTIFICATE MUST SPECIFY THAT IT IS NY WC COVERAGE

5. **Excess Umbrella Coverage:** All Subcontractors shall provide insurance in excess of Employer's Liability, Commercial General Liability, and Vehicle Liability policies required herein in as follows:

COVERAGE:	$4,000,000 each occurrence $4,000,000 general aggregate

An umbrella policy may be used to meet underlying limits as long as the limits meet the requirements in totality.

6. **Professional Liability:** All applicable Subcontractors shall provide Professional Liability coverage and limits as deemed necessary on the project(s) due to scope of work:

COVERAGE:	$1,000,000 each claim $1,000,000 general aggregate

Retro Active dates are to be prior to any commencement of work on the project / contract issuance date.

7. The Subcontractor shall be responsible for and maintain property insurance coverage at its option and expense to insure tools, equipment, owned or rented, the capital value of which is not included in the cost of the work.

8. All policies are to be written on an occurrence basis by insurance companies licensed to do business in the state of operations, rated in Best's Insurance Guide as having a general policy holder rating of A minus (A-) or better and a financial rating of at least "VII".

9. Each insurance certificate must contain the following conditions on the certificate:

a. *Named as **Additional Insured** under the General Liability, Auto Liability, and Umbrella Liability.

d. **Waiver of Subrogation**, in favor of the entities or their insurers listed above applies to the General Liability, Auto Liability, Workers Compensation and Umbrella Liability.

e. Coverage is to be written on a **primary and non-contributory basis** on the General Liability, Auto Liability, and Umbrella Liability (and Pollution Policy if deemed necessary).

f. Certificates must evidence 30 days written notice of cancellation or non-renewal in coverage with exception allowed for 10 days written notice in the case of nonpayment of premium.

End of Document.