

INSURANCE PROTECTION, INDEMNIFICATION AND SECURITY REQUIREMENTS

1. Prior to initiation of work, Seller shall deposit with Buyer’s Purchasing Representative evidence of adequate insurance protection in the form of certificates. The amounts shall not be less than the amounts specified below, or such other amounts as specified in advance in writing by Buyer’s Legal Counsel.

INSURANCE COVERAGE	LIMITS OF LIABILITY
A. Workers’ Compensation	Statutory
B. Employer’s Liability	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee
C. General Liability (Bodily Injury & Property Damage)	\$500,000 Combined Single Limit Each Occurrence
D. Automobile Liability (Bodily Injury & Property Damage)	\$500,000 Combined Single Limit Each Occurrence

2. Seller agrees to waive any rights of subrogation which Seller may have against Buyer under applicable Worker’s Compensation Statutes. The insurance certificates must include Buyer as an additional insured. All certificates of insurance shall provide that the insurer give thirty (30) days written notice to Buyer prior to the effective date of expiration, any material change, or cancellation. Said notice shall be submitted to Buyer’s Purchasing Representative.

3. Notwithstanding the foregoing requirements, Seller shall indemnify and hold harmless Buyer, its officers, employees, agents, and invitees from and against all claims, judgments, liabilities, losses, injuries, and damages of every nature (including incidental costs and expenses) caused by the acts or omissions to act by the Seller, its officers, employees, agents, invitees or vendors, directly or indirectly arising out of the performance of this purchase order or any act or failure to act by subcontractors or suppliers of Seller. Seller agrees that its employees shall work at Seller’s risk, except as to damage or injuries caused directly by Buyer’s agents or employees.
4. Seller and its employees shall comply with all applicable state and local laws, ordinance codes and regulations, and all applicable Federal Laws, Executive Orders, and Government Regulations; and Seller hereby indemnifies and agrees to hold Buyer harmless from and against all liabilities and penalties imposed for failure to do so.

Neither party shall be liable to the other whatsoever for any special consequential, indirect, exemplary or punitive damages, including any damages on account of lost profits, lost data, loss of use of data, or lost opportunity, whether or not placed on notice of any such alleged damages and regardless of the form of action in which such damages may be sought. The fees and billings due under this agreement are not considered special damages or lost profits and shall not be limited by these provisions.

5. Seller agrees that all its personnel who, pursuant to this purchase order, will be on Buyer’s premises shall have appropriate authorization issued by Buyer’s Security Office prior to being accorded access to Buyer’s premises. Buyer will furnish the necessary security forms and Seller shall secure their execution and return to Buyer’s Security Office at least twenty-four (24) hours prior to the desired access to premises. Denial of access because of failure to comply with Buyer’s security procedures shall not be the basis of a claim for breach, nor substantiate any other claim whatsoever by Seller.

THE TEXT OF THIS DOCUMENT SHALL NOT BE CHANGED EXCEPT BY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER

[End of Attachment GL-14]