



**MAC TRAILER ENTERPRISES, INC.  
SELLER INSURANCE REQUIREMENTS**

Seller shall maintain Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage and personal injury, protecting the Indemnified Parties against claims of bodily injury, including death, personal injury, and property damage, including loss of use, arising out of or attributed or related to the Goods and/or Services. The Commercial General Liability insurance will provide coverage including but not limited to products liability, contractual, completed operations, broad form property damage, and personal and advertising injury, and it shall expressly cover Seller’s contractual liability under Article 14. Where necessary to obtain coverage by policy endorsement or a separate policy insuring a required risk, Seller will do so at its expense. The Commercial General Liability Insurance will not include any express exclusion for Pollution arising out of the products/completed operations hazard.

If the Services include any professional services, Seller shall maintain Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. If any Services are to be performed on Buyer's premises, Seller will maintain the following minimum insurance coverages in addition to those referenced above:

- (i) workers' compensation insurance meeting statutory requirements
- (ii) employer's liability insurance with no less than \$1 million limits; and
- (iii) auto liability insurance with not less than a \$1 million combined single limit covering owned, non-owned and hired autos.

In addition, the seller shall maintain Excess liability insurance in an amount not less than \$5,000,000 following the form of the underlying automobile and general liability policies. The workers' compensation and employer's liability policies shall provide a waiver of subrogation in favor of the Indemnified Parties. In addition, the Indemnified Parties are to be named as additional insurers on Seller's General Liability and Automobile Liability policies. The seller will keep in force the insurance required by this Article for the duration of performance under the Purchase Order, and after the last shipment, for at least as long as the applicable warranty period under Article 4 above. Seller’s insurance shall be primary and noncontributory with respect to any insurance maintained by Buyer. The seller will maintain all required policies of insurance with insurers having a minimum AM Best rating of at least A X. Upon Buyer’s request, Seller will furnish Buyer with certificates evidencing such insurance coverage at setting forth the amount(s) of coverage, policy number(s), and date(s) of expiration for such insurance. If the policy does not provide for notice directly to Buyer, Seller will immediately notify Buyer (required within thirty (30) days) if Seller receives any notice from any carrier providing the coverage required by these terms of the cancellation or modification of any insurance referenced therein. Neither the foregoing insurance nor the certificate will be construed in any way as a limitation on Seller's liability under a Purchase Order.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_