

Conditions of Purchase



These terms and conditions shall apply to the purchase order (the "Purchase Order") to which they are attached (the Purchase Order and these terms and conditions are referred to together as this "Agreement"), notwithstanding any different non-substantial conditions that may be contained on Vendor's quotation or acknowledgement of the Purchase Order. If all of these terms and conditions are not acceptable to Vendor (as such term is defined in the Purchase Order) it must immediately notify the ordering Voith entity ("Voith") of its objections in writing. If there is any conflict between Voith's Purchase Order and these terms and conditions, the Purchase Order shall prevail. **Acceptance of the Purchase Order includes acceptance of these terms and conditions. Neither the Purchase Order nor these terms and conditions may be modified without Voith's written consent.** Vendor's commencement of work or shipment of goods shall constitute acceptance of this Agreement. The offer represented by this Agreement shall terminate if not accepted by Vendor within sixty (60) days of receipt by the Vendor of the Purchase Order.

1. PRICES AND PAYMENT TERMS. The prices on the face of the Purchase Order may not be increased without the prior written approval of Voith. Unless otherwise provided, the prices include all applicable federal, provincial and local taxes. Payment terms shall be net sixty (60) days after Voith's receipt of (1) compliant goods or the performance of services, (2) complete required documentation or (3) a detailed invoice, whichever occurs latest, unless otherwise agreed to by the parties in writing. A detailed invoice must include, as applicable, purchase order numbers, item numbers, quantities delivered and such other information required by the Purchase Order. Vendor certifies the amounts invoiced hereunder will not exceed the maximum levels established under any applicable government price control program. Any amounts in excess of such maximum levels shall be refunded immediately.

2. SHIPPING AND PACKAGING. Shipping terms shall be FCA Vendor's facility, in accordance with INCOTERMS 2010, unless otherwise stated on the face of the Purchase Order. All bills of lading, packing lists and other shipping documents must be provided to Voith. No charges for cartage, blocking, packing, drayage, demurrage, boxing or crating will be allowed unless agreed to in writing by Voith. All shipments must be adequately boxed or crated with any special handling instructions clearly marked and the contents protected to prevent damage in transit and, in the case of export shipments, must be waterproofed and packaged to meet all export requirements and standards. Voith's purchase order number must appear conspicuously on each package, box, crate or other type of container. Packaging must meet any applicable sanitary and phyto-sanitary requirements of the country of destination and transit. Material for two or more Voith locations must be packaged separately and marked accordingly. Local and warehouse shipments of steel and bar stock shall be marked or tagged in a manner sufficient to permit prompt identification upon receipt. Shipping documents in duplicate and a separate invoice in triplicate for each shipment must be mailed to Voith. When material is invoiced by Vendor but shipped by another entity, the invoice shall bear the name of the shipper and the point from which shipment originated. All shipments must contain packing lists giving description of material quantity and Purchase Order number. Shipments shall be routed as requested by Voith.

3. TERMINATION AND MODIFICATION. Voith may terminate work under this Agreement in whole or in part at any time by giving written notice (including in electronic form) to Vendor of such termination, and, in such event and if Vendor is not then in default, Voith shall pay Vendor for actual direct material and labor costs incurred by Vendor up to the time of such termination. Additionally, Voith may, at any time, change drawings, specifications, quantities, delivery schedules, places of delivery or methods of shipment or packaging, and Vendor agrees to comply with such changes. Vendor must assert claims for equitable adjustment of price and delivery schedule within five (5) days of receiving notice of a change, and Voith may, at its option, terminate this Agreement in accordance with this section if the parties cannot agree on an equitable adjustment within a reasonable time. Except as set forth in this section, no modifications or terminations of this Agreement may be made without Voith's written agreement.

4. TITLE, RISK OF LOSS AND INSPECTION. Title to the goods covered by this Agreement shall immediately pass to Voith upon the earlier of (i) delivery or (ii) Voith's full payment for such goods. Possession of and risk of loss of the goods covered by this Agreement shall pass to Voith upon delivery at Voith's designated facility. All work and goods are subject to inspection at the discretion of Voith and/or its authorized representatives (which may include a third-party inspection company or Voith's customer). Vendor shall provide reasonable access to its facilities at any time during business hours and shall supply assistance, tools, etc., as may be required to carry out inspection in Vendor's and/or its sub-vendors' (which shall include subcontractors' and sub-vendors') plants. Voith may require certain testing, at its sole discretion, as a part of the inspections. Any inspection or testing performed shall not be deemed to constitute acceptance of the goods or related work and shall not be deemed to constitute a waiver of any of Vendor's contractual obligations. Any additional expenses (including, but not limited to, costs for personnel, travel expenses and shipping costs for returned goods) incurred by Voith and/or its representatives due to errors or omissions by Vendor and/or its sub-vendor(s) and/or any other reason directly attributable to Vendor and/or its sub-vendor(s) will be Vendor's responsibility. The terms of this section shall apply notwithstanding any contradictory Incoterms set forth in this Agreement.

5. WARRANTY. Vendor warrants the goods and services furnished hereunder (whether materials, parts or equipment) to be (1) as specified, (2) free and clear of all liens or other security interests and encumbrances, good, valid and marketable title thereto being solely in Vendor, (3) made exclusively of new materials, (4) free of defects of any type (whether in design, material, workmanship or otherwise), (5) of good and merchantable quality and (6) fit for the intended and general purposes for which Voith is purchasing them. If any such goods or services are found to be in breach of any of the foregoing warranties, Vendor shall promptly, at its sole cost and at Voith's option, either (1) replace the goods, DDP named destination of Voith, in accordance with INCOTERMS 2010, (2) repair the goods or (3) re-perform the services found to be defective. Vendor shall be responsible for all costs arising out of the breach of warranty and repair, replacement or re-performance, including, but limited to, disassembly, reassembly, transportation, installation, storage, commissioning and re-testing. If Vendor fails to promptly replace or repair the goods or re-perform the services, Voith may have the goods repaired or replaced or the services re-performed by Voith or a third party at Vendor's expense. Repairs, replaced goods and re-performed services shall be warranted in accordance with the terms of this Agreement. If repair, replacement or re-performance is not possible, Voith may terminate the Purchase Order and Vendor shall refund Voith the full purchase price and be liable for all direct and indirect expenses, costs and damages incurred by Voith. The foregoing and all other, legal, statutory, express and implied warranties that can have application to the goods and services furnished hereunder shall be deemed conditions of this Purchase Order and the remedies provided in this paragraph shall be cumulative and in addition to any other or further remedies Voith may have, including under applicable law. The warranties and remedies provided for in this paragraph shall inure to the benefit of Voith, its successors, assigns and customers and to the users of its products and Voith's inspection, approval, acceptance of and/or payment for goods or services or any drawings do not relieve Vendor of the warranties provided herein.

6. INDEMNIFICATION. Vendor assumes responsibility for and shall indemnify, defend and hold Voith and Voith's successors, assigns, customers, directors, officers, employees, shareholders, advisors, mandataries, representatives and agents harmless from and against any and all claims, demands, suits, judgments, actions, proceedings, liability, losses, damages and expenses including judicial, extra-judicial or other professional fees, expenses and costs, whether or not involving a third party claim, that, in whole or in part, is caused by, relates to or arises out of Vendor's performance (or non-performance) of the obligations under this Agreement or the misconduct or negligent act or omission of Vendor or its employees, agents, representatives and mandataries in connection with or relating to this Agreement and the goods and/or services ordered hereunder.

7. SOFTWARE, PATENTS AND OTHER INTELLECTUAL PROPERTY. Vendor shall provide Voith the right to use any and all software that is part of the scope of delivery, including, without limitation, the documentation for such software. Voith shall have the right to pass such right to its customers when required to do so by contract. Before the software is shipped or installed on a system of Voith or its customers, Vendor shall check the software for viruses, Trojans and other computer malware using up-to-date, customary anti-virus programs. Vendor also grants to Voith all rights (including ownership of the physical property) in the goods and all documents of any kind, designs, drawings (including as built drawings), diagrams, illustrations, schedules, performance charts, brochures, specifications, plans, photographs and other recordings, reports, manuals (including operating and maintenance manuals), information, data, models, samples and other deliverables provided or required to be provided by Vendor to Voith under this Agreement (collectively, with the goods, the "Property"), save and except all intellectual property rights (including all trade secrets, confidential information, patents, patent applications, rights to file patents, trade-marks, trade-mark applications, rights to file trade-marks, copyrights, industrial and similar designs, rights to file for industrial and similar designs, and know-how) contained, embedded or disclosed in or otherwise existing in respect of, used in the production of, or required or desirable for the provision, use, reproduction, modification, maintenance, servicing, improvement or continued operation of the Property (collectively, the "IP"). Vendor grants to Voith a perpetual, irrevocable, royalty-free, non-exclusive, fully paid up, transferable (but solely to Voith's customers, the end-user and to others required or desirable for the provision, use, reproduction, modification, maintenance, servicing, improvement or continued operation of the Property) license to use all such IP to the extent required for the full enjoyment of the Property to which the IP applies.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor shall indemnify and hold harmless Voith and Voith's successors, assigns, customers, directors, officers, employees, shareholders, advisors, mandataries, representatives and agents against all losses, damages, liability, claims, demands, suits, judgments, proceedings and actions, whether or not involving a third party claim, for actual or alleged infringement of any letters patent, trademarks or corresponding rights, because of the sale or use of any goods specified in this Agreement except those which have been specifically and solely designed by Voith. Vendor shall have the right, with Voith's assistance if required, to conduct settlement negotiations or the defense of any litigation involving a third party originating from such alleged infringement, and Vendor shall pay all judgments, damages, fees, costs or expenses awarded against or incurred by Voith. If all or any materials, parts

or equipment are alleged or held to infringe a patent or other intellectual property right and the use thereof is enjoined or Voith deems the continued use thereof inadvisable, Vendor shall, at its expense, procure for Voith the right to continue the use of such part of the materials, parts or equipment, or replace or modify the same with non-infringing materials, parts or equipment maintaining the original performance characteristics of the materials, parts or equipment.

9. TOOLS. If the price charged includes the cost of any tools, designs, patterns, dies, jigs, fixtures, special machines, drawings or the like, acquired for the specific purpose of filling this Purchase Order, such tools, designs, patterns, dies, jigs, fixtures, special machines, drawings or the like, shall be the property of Voith. They shall be maintained, at the expense of Vendor, in suitable condition to perform the work and shall, at Vendor's expense, be returned to Voith or disposed of as Voith shall direct. No designs, tools, patterns, dies, jigs, fixtures, special machines, drawings or the like supplied by Voith shall be used for the manufacture of any goods other than the quantity actually specified herein without Voith's consent.

10. VOITH MATERIAL. All material provided by Voith to Vendor on a "no-charge" basis, if any, including scrap, shall remain the property of Voith and be fully accounted for. All such material scrapped because of defective workmanship of Vendor or its subcontractors shall be replaced or paid for by Vendor.

11. DELIVERY. Vendor shall deliver by the date(s) specified on the Purchase Order. Time is of the essence for all shipments and performance of services under this Agreement. If delivery or performance is delayed beyond the specified delivery date, Voith shall have the right to cancel the unfilled portion of the Purchase Order without obligation to Vendor and Voith shall have the right to place the unfilled portion of the Purchase Order with another supplier or suppliers, and any resulting costs or consequent increase in cost to Voith shall be paid by Vendor. Unless otherwise agreed to by Voith in writing, shipments made more than thirty (30) days early may be rejected and returned by Voith at Vendor's cost and expense, and Vendor shall remain required to deliver the shipments as required by this Agreement. Such rejection and return of a shipment by Voith shall not constitute a waiver of any of Voith's rights, including, without limitation, its rights under this Agreement or applicable laws. Voith shall not be required to accept delivery of any excess quantities unless otherwise agreed in writing.

12. QUALITY. Vendor shall ensure the quality of its goods and services through the implementation of an adequate quality assurance system, such as ISO 9001, ISO 9002 or similar, completing quality checks and tests required by Voith and taking such other actions as are appropriate for the goods and services covered by this Agreement. Voith shall be entitled to require proof of Vendor's quality assurance system as necessary to satisfy Voith the quality tests and checks are carried out, including, without limitation, through conducting audits at Vendor's and subcontractors' facilities. Vendor shall immediately inform Voith of changes in the composition or design of the goods and services covered by this Agreement. Such changes shall require the written consent of Voith.

13. CONFIDENTIAL INFORMATION. Except as may be required by law or court order or as necessary in connection with the operation, repair, maintenance and modification of materials, parts and equipment, Vendor agrees to keep and maintain confidential any and all proprietary information obtained by Vendor from Voith or in connection with this Agreement, including, without limitation, all information on the face of the Purchase Order and to not make use of such information, without the prior written consent of Voith, except in connection with this Agreement. Such information shall not be disclosed to any third party without the previous written consent of Voith.

14. CORPORATE RESPONSIBILITY; COMPLIANCE WITH LAWS. Vendor acknowledges it is committed to corporate responsibility and Vendor agrees it shall comply with the requirements of all applicable federal, provincial and local laws, statutes, rules, regulations and orders and the principles and requirements described in the Voith Group Code of Conduct, which is available at <http://voith.com/en/coc-english.pdf>. Vendor shall hold Voith and its successors, assigns, customers, directors, officers, employees, shareholders, advisors, mandataries and agents, harmless from and indemnify them for any and all losses and damages, whether or not involving a third party claim, resulting from Vendor's violation of the provisions of any such laws, statutes, rules, regulations and orders, including, without limitation, those relating to labor, wages, hours and other conditions of employment and laws relating to prices and unfair competition. Upon accepting Voith's Purchase Order, Vendor further confirms it shall not commit or tolerate any form of bribery and corruption, and Vendor shall comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations and codes, including, without limitation, the U.S. Foreign Corrupt Practices Act, the Canada Corruption of Foreign Public Officials Act and the U.K. Bribery Act 2010. Under no circumstances shall Vendor directly or indirectly pay bribes or kickbacks or provide other personal benefits to any employee or agent of Voith.

15. EXPORT CONTROL. If requested by Voith, Vendor must submit a supplier's declaration to satisfy applicable legal requirements regarding the export of the goods or information supplied by Vendor. Vendor must inform Voith of any approvals required for

the export or re-export of such goods or information under applicable export or customs laws, rules and regulations.

16. SAFETY; PROTECTION OF THE ENVIRONMENT; HAZARDOUS MATERIALS. Vendor shall ensure its goods and services meet the environmental protection, security, accident prevention and work safety regulations in effect at Voith's facility in order to avoid or reduce harmful impacts on individuals and the environment.

Vendor must comply with all applicable laws, rules, regulations, policies, orders or directives on the disposal of waste and recycling material and notify Voith of any product handling, product storage and disposal requirements that apply to the goods covered by this Agreement.

If applicable, Vendor will provide Voith with all appropriate Material Safety Data Sheets in English (or such other language as Voith may request) at the time of delivery of each shipment of goods or services that require such compliance, and updates of the same. If Vendor uses chemicals, PCBs or any potentially hazardous materials, Vendor assumes responsibility for and will indemnify, defend and hold Voith and its successors, assigns, customers, directors, officers, employees, shareholders, advisors, mandataries and agents harmless from and against any and all claims, damages, losses, liability, costs and expenses (including judicial, extra-judicial, and other professional fees and litigation expenses), whether or not involving a third party claim, arising out of Vendor's use thereof (including the unloading, discharge, storage, handling or disposal of any chemical or container therefore) and for Vendor's noncompliance with any related laws, rules, regulations, policies, orders or directives.

17. REQUIREMENTS FOR MARKETING PRODUCTS IN THE EU. If Vendor supplies goods that fall under the scope of application of a European Union Directive for first-time placing on the market (such as the EU Machinery Directive, Pressure Equipment Directive, EMC Directive, etc.) (each, an "EU Directive"), Vendor shall comply with the relevant health and safety requirements and processes specified in such EU Directive. If provided for in EU Directives, Vendor shall issue an EC declaration of conformity for its goods and shall affix a CE mark. In the case of partly completed machinery according to the EC Machinery Directive No. 2006/42/EC, Vendor shall provide Voith with a declaration of incorporation according to Annex II B of the EC Machinery Directive in the form requested by Vendor (extended declaration of incorporation) as well as in addition provide instructions for use in accordance with Section 1.7.4 of Annex I of the EC Machinery Directive. If requested by Vendor, Vendor shall, at Voith's sole discretion, either allow Vendor to inspect the risk assessment created by Vendor or shall provide it to Voith.

18. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW: (A) VOITH OR ANY OF ITS SUCCESSORS, ASSIGNS, CUSTOMERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, ADVISORS, MANDATARIES, REPRESENTATIVES AND AGENTS SHALL NOT BE LIABLE TO VENDOR OR ITS SUCCESSORS, ASSIGNS, CUSTOMERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, ADVISORS, MANDATARIES, REPRESENTATIVES AND AGENTS OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, CONTINGENT OR INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES; LOSS OF PROFIT, SAVING, OPPORTUNITY, GAIN OR REVENUE; LOSS OF USE OF GOODS, DATA OR EQUIPMENT; DAMAGE TO ASSOCIATED GOODS, DATA OR EQUIPMENT; COST OF CAPITAL; OR OTHER TYPES OF ECONOMIC LOSSES, ALL IRRESPECTIVE OF WHETHER SUCH DAMAGES, LOSSES OR COSTS CONSTITUTE DIRECT OR CONSEQUENTIAL DAMAGES AND WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, EXTRA-CONTRACTUALLY, OR OTHERWISE; AND (B) IN NO EVENT SHALL VOITH'S AGGREGATE LIABILITY TO VENDOR OR ANY THIRD PARTY EXCEED THE PURCHASE PRICE STATED ON THE PURCHASE ORDER.

19. INSURANCE. Prior to commencing work, Vendor will obtain and maintain for the entire duration of the contract insurance coverage that fully meets and is in compliance with Voith's requirements as set forth on attached Exhibit A. Vendor will provide Voith with a Certificate of Insurance and endorsements or policy forms in compliance with Voith's requirements. Vendor will require its insurance carrier(s) to give Voith at least 30 days' written notice prior to cancellation or nonrenewal of coverage and waive rights of subrogation against Voith and its affiliates.

20. SUBCONTRACTING. Unless as permitted under applicable laws, Vendor shall not sublet, subcontract or sub-supply any portion of the Purchase Order without Voith's prior, written consent. Vendor shall remain fully responsible and liable for the acts and omissions of any of its sub-vendors and of any persons employed by any of them, and Vendor shall not be relieved from any responsibility for the portion of the Purchase Order that is sublet, subcontracted or sub-supplied. Nothing contained in this Agreement shall create any contractual relationship between Voith and the sub-vendors. Vendor shall provide an unpriced copy of all Purchase Orders and contracts for work or goods that are sublet, subcontracted or sub-supplied. Voith shall have the right to expedite and inspect all such work and the production of such goods as though they were being performed by Vendor. Vendor's subcontractors and suppliers of all tiers must obtain written permission from an authorized representative of Voith prior to mobilization to or demobilization from all Voith project sites, if applicable.

21. EXPEDITING. This Agreement is subject to expediting by Voith and/or its authorized representative, and expeditors shall be allowed free access to all phases of manufacture and supply, including, without limitation, shipping details. Upon notice, Vendor shall promptly provide Voith's expeditor with the name of a plant contact, plant reference number, scheduled holidays and shut-down periods, plant capacities and current workload, numbers of Vendor's personnel qualified in various disciplines having to do with execution of this Agreement and any other pertinent information. Voith's expeditor will monitor the timely preparation of and Vendor's actual adherence to the schedule covering activities in engineering, issuance of drawings and data, material acquisition, fabrication, assembly, inspection, testing and shipping. Notification of readiness for inspection and/or testing shall be given in writing to Voith. If requested by Voith, Vendor shall make available at its cost working facilities for a resident expeditor from Voith, including, but not limited to, office space, telephone, computer, etc.

22. VENDOR'S INSOLVENCY OR FAILURE TO DELIVER. If (1) Vendor becomes insolvent, (2) Vendor files a voluntary petition under any bankruptcy or insolvency law, (3) a petition is filed against Vendor under any bankruptcy or insolvency law, (4) Vendor makes an assignment for the benefit of creditors or (5) Vendor fails to deliver in accordance with this Agreement goods Voith has paid for, Voith shall have the right to terminate this Agreement without any obligation to Vendor and/or for default or require satisfactory assurances of performance. If any of the foregoing circumstances occurs, Voith shall retain title to all of Voith's property and goods Voith has paid for, and Vendor irrevocably grants Voith the right to enter and access Vendor's facilities to remove such property and paid-for goods.

23. LIENS ON THIRD-PARTY PROPERTY. This Agreement may involve goods and services that Voith will resell to one or more third-party customer of Voith. Vendor is not a third-party beneficiary of any agreements between Voith and its customers. To the extent permitted by applicable laws, Vendor waives its rights, if any, to file any security interest, charge, hypothec or liens against the real (immoveable) or personal (moveable) property of any and all such third-party customers of Voith or any filing or registration thereof. To the extent Vendor takes (and/or files) any such security interest, charge, hypothec or lien in breach of this provision, Vendor agrees to immediately discharge and release such security, charge, hypothec or lien and execute releases promptly upon Voith's request. If Vendor fails to immediately provide any such discharge and (including any release form) release as requested by Voith, Voith may withhold payments due from Voith until Vendor has provided such discharge and release.

24. USE OF VOITH NAME AND MARKS. Vendor agrees Voith's name, trademarks, trade names, distinctive markings and decorative markings are the sole property of Voith and shall not be used by Vendor except on goods purchased by Voith from Vendor.

25. CERTIFICATE OF ORIGIN. If requested by Voith, Vendor shall promptly provide Voith with a completed NAFTA Certificate of Origin and such other documentation as Voith may request certifying the origin of the goods covered by this Agreement.

26. GOVERNING LAW. This Purchase Order and all matters arising hereunder shall be governed by the laws of the Province of Quebec, without regard to conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and the sale of goods made hereunder.

27. DISPUTE RESOLUTION. Any dispute arising under or relating to this Agreement that cannot be resolved within a reasonable amount of time by good faith negotiations shall be finally resolved by binding arbitration. Such arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed pursuant to such rules. The arbitration shall be conducted in the English language and occur in the city where Voith is located or at such other location as may be agreed to by the parties. The arbitrator's ruling shall be set forth in writing and be final and binding on the parties.

28. LANGUAGE. The parties hereby confirm their express wish that this Agreement be drawn up in the English language. *Les parties reconnaissent leur volonté expresse que le présent contrat soit rédigé en langue anglaise.*

29. INVALIDATION AND NON-WAIVER. In the event that any portion of this Agreement or its terms and conditions are rendered invalid by a court of law, the remainder of the Agreement shall be and remain valid, binding, and fully enforceable. Failure by Voith to insist upon strict performance of any term of this Agreement shall not constitute a waiver of any of the terms of this Agreement or of any default.

30. COMMUNICATIONS. All Purchase Orders received by Vendor must be acknowledged in writing. Any notices to be given under this Agreement shall be made in writing and mailed to Voith at the address listed on the Purchase Order, Attn: Purchasing. Electronic communications are acceptable under this Agreement.

31. CONTRACTOR STATUS. It is understood and agreed that Vendor shall perform under this Agreement as an independent contractor and not as an agent, representative or employee of Voith.

32. ASSIGNMENT. Neither this Agreement nor any monies due hereunder may be assigned without Voith's prior written consent. Without limiting Voith's other assignment rights provided under applicable law, Voith shall be permitted to assign this Agreement to any of its customers and affiliates without the necessity of any other approvals or consents.

EXHIBIT A

INSURANCE REQUIREMENTS

The Vendor shall not commence work under this Agreement until the Vendor has obtained all insurance required under this Exhibit A and such insurance has been approved by Voith Paper Air Systems, a division of Voith Canada Inc. ("Voith"), nor shall the Vendor allow any of its subcontractors performing work related to this Agreement (each, a "Subcontractor") to commence work until all similar insurance required of the Subcontractor has been obtained and approved.

It is hereby agreed and understood that the insurance required by Voith is primary coverage and that any insurance or self-insurance maintained by Voith or its affiliates, directors, officers, agents, or employees will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the Agreement or listed below whichever is longer.

I. INSURANCE REQUIREMENTS FOR VENDOR

- A. Commercial General Liability coverage including coverage for Products Liability, Completed Operations, Contractual Liability, and Owner's and Contractor's Protective (if applicable) coverage with the following minimum limits and coverage:

1. Each Occurrence limit	\$2,000,000
2. Personal and Advertising Injury limit	\$2,000,000
3. General aggregate limit (other than Products-Completed Operations)	\$2,000,000
4. Products-Completed Operations aggregate	\$2,000,000
5. Fire Damage limit – any one fire	\$ 500,000
6. Medical Expense limit – any one person	\$ 10,000
7. Products – Completed Operations coverage must be carried for two years after completion of work	
8. Non-owned Automobile Liability	\$2,000,000

- B. Automobile Liability coverage with minimum limits of \$2,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on all owned, hired and non-owned vehicles.

- C. If Supplier or its subcontractors are responsible for delivery of the Goods, Supplier will provide Motor Truck Cargo and/or Marine Cargo coverage, as applicable, for the replacement value of the Goods.

- D. Employer's Liability Coverage with a minimum limit of \$2,000,000 and/or Workers' Compensation insurance (or equivalent) coverage in accordance with statutory requirements..

- E. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$3,000,000 each occurrence and \$3,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- F. If providing Professional Services (Engineering, Design and/or Consulting Services), Professional Liability (Errors and Omissions) coverage with a minimum limit of \$2,000,000.

- G. If providing services relating to the handling, removal or remediation of Hazardous Materials, Environmental insurance with a minimum coverage of \$2,000,000.

- H. All Risk Contractors' Equipment coverage for the replacement value of the equipment.

II. INSURANCE REQUIREMENTS FOR VENDOR'S SUBCONTRACTORS

Each of the Vendor's subcontractors shall be required to obtain the applicable insurance, which shall be as broad and with the same limits as those contained in Section I above. The Supplier shall provide to Voith certificates of insurance evidencing that Supplier's subcontractors comply with this requirement, or evidencing that Supplier's subcontractors are included under the Supplier's insurance via the Owner's and Contractor's Protective insurance.

III. APPLICABLE TO VENDOR AND ITS SUBCONTRACTORS

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have an *A. M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state or province in which work is being performed.

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- B. Voith, its affiliates, subsidiaries, directors, officers, agents and employees shall be named as additional insureds on all Liability policies with respect to the operations of the named insured.
- C. Certificates of Insurance acceptable to Voith shall be submitted prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to Voith.
- D. All insurance policies required hereunder shall include waivers of subrogation in favor of Voith and its affiliates.