**1. General**

The term Buyer shall mean the entity identified on the face of this order, which is a subsidiary of UIC Government Services. The terms and conditions set forth below, together with the written information contained on the face of this purchase order (or “order”) and all attachments and exhibits attached hereto and all specifications, drawings, notes, instructions, and other written materials and information referenced in this order, shall apply to the purchase of the products and/or services described in this order (collectively “products”) and are incorporated herein and are made a part of this order. Supplier may accept this order either by performance or the sending of an acknowledgment; provided, however, that any additional terms and conditions contained in Supplier’s offer or counteroffer documents (including any acknowledgment or invoice) shall not apply to this order unless they are specifically accepted by an individual of Buyer having the title of Buyer, Senior Buyer, or Purchasing Manager (“Buyers Representative”) in writing. In the event this order is deemed to be an acceptance of a Supplier quotation (rather than an offer or counteroffer accepted by Supplier by performance or acknowledgment), then Buyer’s acceptance of Supplier’s quotation is expressly conditioned on Supplier’s agreement to these Terms. If a purchase agreement (signed by a Buyer Representative) exists between Supplier and Buyer with respect to the products, the terms of such agreement shall prevail over any inconsistent terms herein. In no event shall Buyer’s silence in response to any document containing Supplier’s terms and conditions be construed as an acceptance of any such terms or conditions. The order is by and between the Supplier and the Buyer set forth on the front of this document and does not bind any other entity, including any Affiliate of Buyer.

**2. Price, Payment, and Invoices**

Prices for products shall be in the currency set forth on the front of this order, or if no currency is specified thereon the United States Dollar. Supplier's price quotes shall reflect the most favorable federal customer pricing that Supplier makes available. However, Supplier reserves the right to deviate from standard pricing discounts for the Customer and other customers for the reasons below, and such deviations from standard pricing discounts shall not be considered out of compliance with the pricing commitments contained in this Proposal or resulting contract:

1. For promotional reasons;
2. To invest in and support labs and/or research and development activities;
3. To provide remedies for customer satisfaction issues;
4. For amounts above the maximum order threshold (MOT), which would involve transactions negotiated on an individual basis;
5. For orders involving a bundled product and service solution or transaction;
6. Volume discounts on orders over quantity 1; and
7. One-time spot discounts in an attempt to obtain a new customer or meet competition.​​

Supplier shall submit invoices which include, at a minimum, the following information: order number, item number, description of the item, size of the item, quantity of the item, unit price, applicable taxes, extended totals, and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. The product price includes all applicable foreign, federal, state, and local taxes, tariffs, import duties, commissions, and all shipping, freight, transportation, packing, and handling charges required to deliver the product to the delivery point in accordance with Section titled Delivery; provided, however, that all freight, transportation, duties, and taxes (including value-added taxes) shall be separately itemized. Payment terms for any valid and non-disputed invoice are net thirty (30) days from the date of receipt of the product. In the event Buyer disputes any invoice, it will promptly notify Supplier, and the parties shall use their respective efforts to resolve the dispute. Payment of invoices shall be deemed correct unless Supplier notifies Buyer of any payment discrepancies within thirty (30) days after receipt of payment. Buyer’s delay in paying any disputed portion of any invoice shall not constitute a breach or default of these Terms. Time in connection with any discount offered by Supplier will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date on which a correct invoice is received. For the purpose of earning the discount, payment will be deemed to have been made on the date of mailing of the Buyer’s payment.

**3. Delivery; Incoterms; Risk of Loss; Packing and Shipment; Overshipments**

(a) Each shipment of goods or performance or services shall be delivered at the sites and by the delivery dates as stated herein. Supplier shall immediately notify Buyer, in the event that Supplier’s timely performance under this order is delayed or likely to be delayed, in whole or in part, and Supplier shall provide Buyer with all available information regarding the reasons for the delay. Such notice shall not constitute a waiver by Buyer of any of Suppliers obligations hereunder. order

Buyer recognizes that delivery is contingent on OEMs/Suppliers and carriers. Supplier shall make commercial reasonable efforts to apprise Buyer of lead times and delivery status. Should there be an event in which delivery is delayed and an order needs to be terminated, termination/cancellation would be in accordance with the OEM’s/Supplier’s return policies and procedures.

Neither partial shipments nor shipments prior to the delivery date shall be permitted unless agreed to in writing by the Buyer. Product delivered to Buyer more than three (3) days in advance of the delivery date herein or which are in excess of the ordered quantities may be returned at Supplier’s expense.

(b) Unless otherwise specifically provided on the face of this order, the products will be delivered to FCA Buyer’s facility of manufacture (Incoterms 2000). Title and risk in products shall remain with Supplier until they are delivered at the point specified in the order and transferred to Buyer’s possession, at which time title and risk in the products shall transfer to Buyer.

(c) Unless otherwise specified in the order or in another written communication from Buyer to Supplier, (i) all products shall be packed in accordance with good commercial practices; (ii) Supplier shall attach a complete packing list to the outside of each packing container; (iii) Supplier shall mark all containers or packages with necessary lifting, loading, and shipping information; (iv) Supplier shall ship product in a manner which complies with all Laws and which is adequate to ensure safe arrival of the product at the destination.

**4. Warranty**

(a) In addition to any express or implied warranties, Supplier warrants that products it provides or procures from Supplier’s suppliers will be (1) new and unused, (2) free from all defects, including defects in workmanship, material, design, and manufacture, (3) of merchantable quality and fit for the purposes intended by Buyer (4) in conformance with any drawings or specifications provided to Supplier or any samples or specifications furnished by Supplier and (5) free from infringement of any third party intellectual property. The foregoing warranties shall (i) survive the delivery and inspection of the product and acceptance or payment by Buyer, (ii) be in effect for as long as Buyer warrants its product (containing the product) to its customer, but at least one year and no longer than five years from delivery, and (iii) run to the benefit of Buyer and its customers. Buyer’s approval of Supplier’s materials or design will not relieve Supplier of any warranties. In the event any delivered products do not meet these warranties, Seller will work with its OEMs to repair or replace at the option of Buyer’s end customer.

(b) In addition to any other rights Buyer may have, if products delivered pursuant to this order do not meet the foregoing warranties, Buyer shall, at its sole option, have the right to (i) require Supplier to correct any defective or nonconforming product by repair or replacement at no cost to Buyer or (ii) return such defective product to Supplier, at Suppliers expense and sole risk, for a credit at the price the products were originally purchased in accordance with the applicable OEM’s return material authorization (“RMA”) policies and procedures; or (iii) correct the defective or non-conforming product itself. In the event Buyer requests a return for replacement, Supplier shall (a) provide Buyer with a return material authorization (“RMA”) number within 24 hours after Buyer’s request and (b) replace or rework and ship the nonconforming returned products within five (5) business days after receipt.

(c) Any repaired product shall be warranted as set forth herein to the same extent and duration as the product initially furnished.

(d) In addition to the foregoing warranties, Supplier warrants that the product, the manufacture, and sale of the product comply with all Laws. Supplier further warrants the accuracy of all product documentation it provides to Buyer, including but not limited to customs-related documents and MSDS and safety-related documents.

**5. Inspection and Acceptance**

Payment for the product does not constitute acceptance of the product and Buyer reserves the right to take an adjustment (by means of a credit memo or otherwise) for errors, shortages, defect in the products, or other failures of Supplier to meet the requirements of this order. Product will only be deemed accepted after it has been counted, inspected, and tested by Buyer and determined to be in conformance with this order. Notwithstanding the foregoing, Buyer’s failure to inspect or test the product shall not relieve Supplier of any of its responsibilities hereunder. In case any product is not in conformity with the requirements set forth in the order or these Terms, Buyer will have (in addition to charging Supplier for the inspection of the products) the right to reject it, to require its correction, or to accept it with an adjustment in price. Any product that has been rejected or required to be corrected must be replaced or corrected by and at the expense of the Supplier within five business days after notice. If, after being requested by Buyer, Supplier fails to timely replace or correct any defective product or element of service, then Buyer shall have the right (a) to exercise any remedy set forth herein, (b) to cancel this order for default, or (c) to require an appropriate reduction in price. Buyer (on behalf of itself and its customer) reserves the right to inspect, at the Supplier’s facility or at any other mutually agreed upon location, any or all products and any records relating to the products. Such inspection must be scheduled in advance with reasonable notice.

**6. Changes**

Buyer shall have the right at any time to suspend performance hereunder, increase or decrease the ordered quantities, change the delivery date of the product or make changes in drawings, designs, specifications, materials, packaging, place of delivery, and/or method of transportation. Supplier agrees to accept such changes as though the changes were included in the order. If any changes cause an increase or decrease in the cost, or the time required for performance, the Supplier shall notify Buyer, and the parties shall agree on an equitable adjustment in the price and/or delivery date and shall modify the order in writing. No claim by Supplier for such an adjustment will be valid unless asserted in writing within twenty (20) days (or such longer period as agreed to in writing by Buyer Representative) after the date on which Supplier received the notification of the change. Except in the event of a change, Supplier shall not make any changes to the form, fit, function to any products or any changes to the drawings, designs, specifications, materials, process, packaging, time and place of delivery or method of transportation without Buyer’s prior written consent.

**7. Indemnification**

Supplier shall indemnify, defend and hold Buyer, its officers, directors, employees, agents, customers, and affiliates (the “Buyer-Indemnified Parties”) harmless from and against any and all demands, direct claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) and, in the case of breach of warranty, including the internal or external costs of any recall (including shipping costs to and from Buyer’s customer to Buyer), the costs incurred by Buyer to determine the cause of the failure, the technical support labor costs in handling customer relationships and the costs incurred by Buyer to repair the product which incorporates the product) of every kind (each a “Claim,” and, collectively “Claims”) (i) which Claim alleges that the product, the use or sale of the product, or the equipment or processes used to manufacture and/or assemble the product (1) infringe the patent, copyright, trademark, trade secret or other forms of intellectual property right belonging to a third party or (2) Supplier has engaged in unfair competition as a result of similarity in design, trademark or appearance of the product, (ii) based upon personal injury or death or injury to the property to the extent any of the foregoing is proximately caused either by a defective product, or by the grossly negligent or willful acts or omissions of Supplier or its officers, employees, subcontractors or agents, or (iii) based on Supplier’s breach of these Terms, including but not limited to any breach of the warranties provided in the Section titled **Warranty**. Supplier agrees upon receipt of notification from Buyer to provide and to promptly assume responsibility for the defense of any direct claim, suit, or proceeding which may be alleged or brought against the Buyer-Indemnified Parties. At its option, Buyer may be represented by and actively participate, through its own counsel in such claim, suit, or proceeding, and the reasonable costs of such representation shall be paid by Supplier. Supplier shall not settle any Claim without Buyer’s written approval, which approval shall not be unreasonably withheld. The rights pursuant to this Section are in addition to any other rights (of an indemnification or otherwise) provided by law.

**8**. **Termination, Stop-Work, and Cancellation**

(a) Buyer shall have the right to terminate this order or any portion thereof “for cause” and without any liability to Buyer (i) in the event Supplier breaches any of these Terms or (ii) Buyer believes in good faith that Supplier will be unable to perform its obligations hereunder, requests that the Supplier give it adequate assurances of performance, and Supplier fails to do so within five (5) business days. In addition, this order shall automatically terminate for cause and without liability to Buyer in the event Supplier assigns substantially all of its assets to a third party for the benefit of its creditors, files for bankruptcy, or has a bankruptcy proceeding filed against it which proceeding is not dismissed within sixty days after filing. Supplier shall indemnify the Buyer-Indemnified Parties for all Claims resulting from Buyer’s termination for cause, including the costs of transferring production to a third party, the procurement of substitute product, and any other costs incurred by Buyer.

(b) Buyer shall only have the right to terminate the order or any portion thereof for its convenience to the extent that the Government End User terminates the Prime Contract for convenience. In the event of such termination, Supplier shall immediately stop all affected work hereunder, place no further orders for materials to complete the affected work, and observe any instructions by Buyer as to work in process. In addition, if requested by Buyer, Supplier will assign to Buyer all Supplier’s interests under any affected subcontracts and orders, settle all claims thereunder after obtaining Buyers written approval, protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all articles, materials, work in process, and other things held or acquired by Supplier in connection with the terminated portion of this order. The supplier will proceed promptly to comply with Buyer’s instructions respecting each of the foregoing without awaiting settlement or payment of its termination claim. Within thirty (30) days after such termination, Supplier may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Supplier’s failure to submit the claim within thirty (30) days after termination shall constitute a waiver of such claim and a release of any potential Buyer liability arising out of the termination. Unless otherwise agreed, the termination charges will be limited to (i) the contract price, for product completed (or services rendered) in accordance with this order and not previously paid for (provided that the product was not manufactured in advance of the lead time previously approved by Buyer); and (ii) the cost of the components plus a reasonable charge for the labor expended for all work in process (provided that the work was not performed in advance of the lead time previously approved by Buyer); and (iii) reasonable cancellation charges paid to third party suppliers, provided that Supplier has obtained Buyer’s prior written approval. Payments under Sections (i)-(iii) above may not exceed the aggregate price specified in this order less payment is otherwise made or to be made. Any amounts payable by Supplier to Buyer for property lost, damaged, stolen, or destroyed prior to delivery to Buyer will be excluded from amounts otherwise payable to Supplier under this Section.

(c) In the event a court determines that Buyer has improperly terminated this order or a portion for cause, such termination shall be deemed to be for Buyer’s convenience.

(d) Stop Work. Upon written notice, Seller shall stop work for up to ninety (90) days or a longer period of time as the parties may agree and Seller shall take all reasonable steps to minimize the incurrence of costs allocable to the order. Such “stop-work” shall only be given to Seller to the extent that Buyer receives a stop-work from its end-user customer.

Within such stop-work period, Buyer shall either terminate the order in accordance with the provisions of this order or continue the order by written notice to Seller. In the event of a continuation, an equitable adjustment will be made to the price, delivery schedule, or other provision(s) affected by the “Stop-Work”, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

**9**. **Government Contract Provisions**

If required, Supplier shall comply with Section 12 of the Federal Acquisition Regulations (“FAR”) (Acquisition of Commercial Items), and all such regulations are hereby incorporated by reference into this order. In the alternative, if a contract number is shown on the face hereof, the following special terms and conditions shall apply; (1) all applicable provisions of any contract between Buyer and the Government prime contractor or subcontractor, and all statutes regulations, orders, or similar Government contracting provisions which by law or regulation are required to be made a part of the order, are incorporated herein by reference, and shall be flowed down by Supplier to any subcontractor, sub-supplier or sub-manufacturer being utilized by Supplier. By accepting this order, Supplier assumes toward the government, prime contractor, and subcontractor the same obligations toward Buyer that Buyer has assumed in the contract or subcontract with the Government, prime contractor or subcontractor, and (2) any additional government contracting provisions of which Buyer has advised Supplier shall be incorporated herein by reference.

**10. Counterfeit Parts**

(a) For purposes of this Clause, the term “**Parts**” consists of those parts delivered under this PO that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). The term “**Counterfeit Part**” means a Part that fulfills any or all of the following: 1) is or contains items misrepresented as having been designed, produced, and/ or tested under an approved system or another acceptable method: 2) is an item altered to resemble a product without authority or right to do so, or is a limitation of another product, with the intent to mislead or defraud by presenting the imitation as original or genuine; 3) is an approved Part that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable; or 4) is a used, refurbished, sample or reclaimed item passed off as a new one. (b) Seller agrees and shall ensure that Seller and Seller Engaged Personnel shall deliver no Counterfeit Parts to Buyer. Seller shall only purchase items to be delivered or incorporated as Parts directly from the original component manufacturer/ original equipment manufacturer, or through an authorized distributor. Parts shall not be acquired from independent distributors or brokers unless approved in advance in writing by the Buyer. Seller shall, at its expense, promptly replace any delivered Counterfeit Part with a genuine Part conforming to the requirements of this PO. Notwithstanding any other provision herein, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including cost borne by Buyer, its customer or subcontractor associated with removing Counterfeit Parts, of reinserting replacement parts, and of any testing necessitated by the need to identify the Counterfeit Parts and the reinstallation of Parts after Counterfeit Parts have been exchanged. The remedies contained in this Clause are in addition to any remedies Buyer may have at law, equity, or under other provisions of this PO.

**11. Compliance with Buyer’s Code of Conduct**

The supplier will comply with Supplier’s own Code of Business Ethics and Conduct, a copy of which is publicly available on Supplier’s website and can be provided upon Buyer’s request. In particular, Supplier shall not make or offer a gratuity or gift of any kind to Buyer’s employees or their families that could be viewed as relating to an actual or potential business relationship with Buyer. Gifts include entertainment, personal services, favors, discounts, and other preferential treatment of any kind.

**12. Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR A THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST OPPORTUNITY). IN NO EVENT SHALL EITHER PARTY’S LIABILITY HEREUNDER FOR ANY PRODUCT ORDERED HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE LIABILITY OF EITHER PARTY UNDER THE ORDER.

**13. Confidentiality**

The parties agree to keep information provided confidential in accordance with the terms and conditions of the nondisclosure agreement previously executed between the parties, or, in the event, the parties have not previously executed a nondisclosure agreement, in accordance with the terms and conditions of Buyer’s standard Supplier Nondisclosure Agreement which will be provided upon request. In addition, the parties agree that the prices at which Supplier sells the product to Buyer shall be kept strictly confidential.

**14. Buyer Furnished Property**

All products, tools, equipment, and other materials furnished by Buyer for use in the performance of this order (“Equipment”) shall remain the property of the Buyer, shall be used by Supplier solely in the performance of this order, and shall be returned to Buyer within three (3) business days after completion or termination of this order or of Buyer’s request. Supplier shall maintain, with a reputable insurance company, sufficient insurance to cover the replacement cost of the Equipment, which policy shall name Buyer as an additional insured and loss payee. Upon request from Buyer, Supplier shall provide evidence of such insurance.

**15. Buyer’s Protection For Work Performed At Its Site**
Supplier shall take all steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents, or subcontractors of Supplier at Buyer’s site (including, without limitation, installation of equipment), and Supplier shall indemnify and hold harmless Buyer from and against Claims from any such employee, agent or subcontractor, and Supplier shall maintain such insurance against public liability and property damage, and such employees liability and compensation insurance as will protect Buyer against the aforementioned risks and against any claims under any Workers Compensation and Occupational Safety and Health Acts and any other applicable labor, health, and safety Laws. Supplier’s employees, agents, and subcontractors shall at all times conduct themselves in full compliance with Buyer’s safety and security regulations and shall immediately report to Buyer any accidents.

**16. Patent License**

Supplier, as consideration for this order and without further cost to Buyer, hereby grants to Buyer (and, to the extent requested by Buyer, to the Government) an irrevocable, non-exclusive, royalty-free license to use, have used, sell, have sold, manufacture, and cause to be manufactured products embodying any inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of this order. All intellectual property contained in any services performed for Buyer shall belong to the Buyer, and (at Buyer’s request and expense), Supplier agrees to carry out all formalities to legally vest ownership of all such intellectual property rights in the Buyers name.

**17. Miscellaneous**

(a) Waiver. No waiver of any breach of this order or the terms and conditions thereof by Buyer shall be held to be a waiver of any other or a subsequent breach. All rights and remedies afforded Buyer in this order shall be taken and construed as cumulative, that is, in addition to every other right and remedy provided under the order or by law.

(b) Assignments. No right or obligation under this order may be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent will be void.

(c) Independent Contractor. The relationship of Buyer and Supplier established by this order is that of independent contractors and nothing herein shall constitute the parties as a partner, joint venturers, co-owners, or otherwise as participants in a common undertaking or allow either party to create any obligation on behalf of the other party.

(d) Entire Agreement. These Terms set forth the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and discussions between them. No modification or amendment hereof will be effective unless in writing and signed by a duly authorized representative of each party. Any terms and conditions set forth in any order confirmation or acknowledgment or any other documents shall be of no force or effect whatsoever.

(e) Applicable Law. The Parties acknowledge and agree that the state courts in Springfield, Virginia, and the federal courts located in the 19th Judicial District of Virginia shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this order. The Parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to the venue, personal jurisdiction, inconvenience of the forum, and any similar or related doctrine. This order shall be construed in accordance with the substantive laws of the State of Virginia (excluding its conflicts of laws principles). THE PROVISIONS OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS ORDER.

(f) Attorney’s Fees. The prevailing party shall be entitled to recover its costs and reasonable attorney’s fees from the non-prevailing party in any action brought to enforce this order.

**18.Insurance**

Supplier shall purchase and maintain in force at all times during the term of this agreement, and at its own cost, the following insurance policies required hereunder. Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the contract, will be a material breach of this Subcontract and may result in termination.

The insurance companies shall be rated no less than A-7 by AM Best rating service. Buyer reserves the right to review and revise any of the following insurance requirements, based on insurance market conditions, availability or affordability of coverage, or changes within the scope of work that applies to this contract. In addition, Buyer reserves the right to reject any insurance policies that fail to meet the criteria listed within this section, or insurance carriers that are in poor financial condition or become in poor financial condition during the term of this contract.

The policies of insurance required shall include the following:

1. Workers’ Compensation Insurance: Workers’ Compensation Insurance in compliance with the laws of all applicable states, including USL&H and Jones Act (if applicable to the Work), and any other coverages that may apply where the Work is performed covering all employees engaged in the performance of the Work specified in this Subcontract and any project hereunder.
2. Employers Liability Insurance: The Supplier shall procure and maintain during the life of this contract Employers Liability Coverage, with minimum limits of $1,000,000 Bodily Injury by accident/Each Accident, $1,000,000 Bodily Injury by Disease/Policy Limit, $1,000,000 Bodily Injury by Disease/Each Employee.
3. Commercial General Liability Insurance: The Supplier shall procure and maintain during the life of this contract, Commercial General Liability Insurance on a “Per Occurrence” basis with limits of liability not less than $1,000,000 combined single limit Bodily Injury & Property Damage, $1,000,000 Personal Injury, $2,000,000 aggregate. Coverage shall include the following extensions: A) Contractual Liability; and B) products and Completed Operations.
4. Cargo Stock Insurance: The Supplier shall procure and maintain for the life of this contract “All Risk” Cargo coverage equivalent to Institute Cargo Clauses “A” including all CAT Perils for Ocean transit (if any) Domestic /Inland transit with a per occurrence Limit of Liability not less than $1,500,000. Policy terms extended to include coverage as stock while stored at agreed location with a limit of liability not less than $1,500,000.
5. Business Automobile/Motor Vehicle Liability: The Supplier shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Excess/Umbrella Liability: The Supplier shall procure and maintain during the life of this contract, a policy of Excess or Umbrella Liability insurance with limits not less than $4,000,000 per occurrence and in the annual aggregate. This policy shall be excess over General Liability, Auto Liability, Professional Liability and Employers Liability policies.

**Additional Insured**
The following shall be listed as Additional Insureds on each policy listed except Workers’ Compensation: Buyer, including all agents, assigns, subsidiaries, subcontractors, employees, and volunteers of Buyer.

**Waiver of Subrogation**
Supplier and Buyer shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage regardless of whether such loss or damage is caused by the negligence of Supplier or Buyer, arising out of any of the perils or casualties insured against by the insurance coverage carried, or required to be carried, by the parties pursuant to this agreement. The insurance coverage obtained by Supplier and Buyer pursuant to this agreement shall include Waiver of Subrogation Endorsements in favor of the other party.

**Certificates of Insurance**The Supplier shall provide Buyer one (1) Certificate of Insurance and/or copies of policies acceptable to Buyer for the coverages listed herein at the time the contracts are returned for execution.

**Insurance Indemnification**Supplier shall indemnify Buyer for any costs and expenses incurred, including attorney’s fees, judgments, settlements, or penalties, as a result of any direct claim or liability resulting from the failure of Supplier (or of its lower tier subcontractors or consultants) to maintain the insurance policies, including the Defense Base Act if applicable. To the fullest extent permitted by law, all obligations of Supplier shall include and be applicable to any lower tier subcontractor. Supplier is responsible for ensuring that all lower tier subcontractors are aware of and in compliance with all obligations.

**Primary and Non-Contributory**This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether the other available coverage be primary, contributing, or excess.

**Cancellation Notice**All insurance policies, as described above, shall include an endorsement stating the following: “Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: UICGS, LLC, Attn: Sr. Director of HSER&F, 6564 Loisdale Court, Suite 900, Springfield, Virginia 22150-1822.”

**Continuation of Coverage**
If any of the above coverages expire during the term of this contract, the Supplier shall deliver renewal certificates of insurance and/or policies to Buyer at least ten (10) days prior to the expiration date, or as soon as possible upon receipt of such renewal certificate from Supplier’s insurance company broker.