



Basic Insurance Requirements

The following summarizes Hexagon USA Holdings Inc. and its subsidiaries' ("HEXAGON") basic insurance requirements for suppliers, contractors, including sub-contractors and independent contractors, and all others as required by contract ("Contractor"). The Contractor shall at its expense, procure and maintain required insurance coverages as outlined below.

1. Workers' Compensation in compliance with appropriate federal state laws and Employer's Liability Insurance with limits of not less than:

\$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshore and Harbor Workers Compensation Act, the Jones Act, under laws regulations or statutes applicable to maritime employees, or any other applicable rule or regulation related to exposure of injury to employees, coverage shall be included for such injuries or claims. Insurance requirements to be shown on certificates (or applicable evidence of coverage):

- Advise Deductible or Self-Insured Retention, if any
- Other States Coverage
- Waiver of Subrogation

2. General Liability Insurance (CGL):

Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage);
- \$1,000,000 for personal and advertising injury liability;
- \$2,000,000 aggregate on products and completed operations;
- \$2,000,000 general aggregate.

Additional Insured Endorsement: Blanket additional insured coverage should be requested to include HEXAGON, its subsidiaries, respective officers, directors and employees, and any other party, as may be required. Additional Insured Endorsements ISO Form 20 38 04 13 and ISO Form 20 37 04 13, or their equivalent, to include ongoing operations, completed operations, and "upstream parties."

Insurance requirements to be shown on certificates:

- Advise Deductible or Self-Insured Retention, if any
- Per Project General Aggregate ISO Form GC 2503 Designated Construction Project General Aggregate Limit, or its equivalent.
- Primary and Non-Contributory Wording



Basic Insurance Requirements

- Waiver of Subrogation

3. Automobile Liability Insurance:

\$1,000,000 combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.

Additional Insured Endorsement: Blanket additional insured coverage should be requested to include HEXAGON, its subsidiaries, respective officers, directors and employees, and any other party, as may be required. Additional Insured Endorsements ISO Form 20 38 04 13 and ISO Form 20 37 04 13, or their equivalent, to include ongoing operations, completed operations, and "upstream parties."

Insurance requirements to be shown on certificates:

- Advise Deductible or Self-Insured Retention, if any
- Primary and Non-Contributory wording
- Pollution Liability Broadened Coverage for Autos – ISO Form CA 9948
- Waiver of Subrogation

4. Umbrella Liability Insurance:

Umbrella liability of not less than \$2,000,000, in excess of employer's liability, general liability insurance and automobile liability coverage.

5. Certificates of Insurance – All of the above policies contain:

The Contractor shall furnish certificates of insurance and applicable endorsements to HEXAGON before the Contractor commences any work. All certificates of insurance shall name the certificate holder as HEXAGON USA HOLDINGS INC. addressed to 1010 Corporate Center Dr., Salisbury, NC 28146, Attention: [Full Name of HEXAGON contact]. Insurance carrier(s) must have an A.M. Best Rating of A-VII or Better and licensed to do business in all states. Insurance carrier must be accepted under state guarantee funds where applicable. The certificate should state that the insurance may not be cancelled or non-renewed without 30 days' prior written notice to HEXAGON. A copy of policy and/or endorsement(s) providing notice of cancellation or non-renewal is to be attached to the certificate of insurance.

Certificates of insurance shall be mailed to:

Hexagon USA Holdings Inc.
ATTN: [FULL NAME OF HEXAGON CONTACT]
1010 Corporate Center Dr., Salisbury, NC 28146

With a digital copy e-mailed to:

coi@hexagonagility.com



Basic Insurance Requirements

6. **Insurance Requirements for Sub-Trade Contractors and Independent Contractors:**

The Contractor shall ensure that all tiers of his Sub-Contractors and Independent Contractors shall maintain insurance in like form and amounts, including the Additional Insured and certificate of insurance requirements. Each Sub-Contractor and Independent Contractors shall provide certificates of insurance and applicable endorsements to the Contractor *prior to the start* of the Sub- Contractor's and Independent Contractors work on this project.

7. **Acceptance/Compliance:**

The required insurance shall be subject to the approval of HEXAGON, but any acceptance of insurance certificates by HEXAGON shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the Contract Agreement. If higher limits or other forms of insurance (e.g., professional liability, aircraft insurance, builders' risk, hazardous materials or pollution liability) are required by HEXAGON, the Contractor will comply with such requirements. HEXAGON may take such steps as necessary to assure Contractor's compliance with insurance requirements. In the event the Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required certificates and/or endorsements, HEXAGON may maintain such coverage and charge the expense to the Contractor, terminate this agreement and/or withhold payment.

8. **Waiver:**

A failure or delay in enforcing any obligation hereunder does not amount to a waiver of that obligation. A waiver of a breach of a term does not amount to a waiver of a breach of any other term. A waiver of a particular obligation in one circumstance will not prevent HEXAGON from subsequently requiring compliance with the obligation on other occasions.