



ATTACHMENT D SELLER HOLD HARMLESS CLAUSE

PURCHASE ORDER NUMBER _____

DURING THE PERFORMANCE OF WORK UNDER THIS ORDER:

(A) WHENEVER SELLER SHALL, BY VIRTUE HEREOF, HAVE IN ITS POSSESSION PROPERTY OF BUYER, SELLER SHALL BE DEEMED AN INSURER THEREOF AND SHALL BE RESPONSIBLE FOR ITS SAFE RETURN TO BUYER.

(B) UNLESS OTHERWISE PROVIDED IN THIS ORDER, SELLER SHALL HAVE TITLE TO AND BEAR THE RISK OF ANY LOSS OF OR DAMAGE TO THE ITEMS PURCHASED HEREUNDER UNTIL THEY ARE DELIVERED IN CONFORMITY WITH THIS ORDER AT THE F.O.B. POINT SPECIFIED ON THE FACE HEREOF AND UPON SUCH DELIVERY TITLE SHALL PASS FROM SELLER AND SELLER'S RESPONSIBILITY FOR LOSS OR DAMAGE RESULTING FROM SELLER'S NEGLIGENCE OR FAILURE TO COMPLY WITH THIS ORDER. PASSING OF THIS TITLE UPON SUCH DELIVERY SHALL NOT CONSTITUTE ACCEPTANCE OF THE ITEMS BY BUYER.

(C) SELLER SHALL BE AN INDEPENDENT CONTRACTOR, BUT IF A CONTRACT LABORER (A "JOB-SHOPPER") IS PROVIDED, SELLER IS ALSO THE EMPLOYER CORPORATION. SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE BUYER, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY COST, DAMAGE, EXPENSE OR OTHER LOSS OR LIABILITY INCURRED OR PAID, ARISING OUT OF OR ON ACCOUNT OF CLAIMS OF OR SUITS WHETHER IN LAW OR IN EQUITY, WHICH MAY BE ASSERTED OR BROUGHT AGAINST ANY OF THE INDEMNIFIED PARTIES HEREUNDER, FOR PROPERTY DAMAGE OR DESTRUCTION, PERSONAL INJURY OR DEATH OR ANY OTHER DAMAGES OF WHATSOEVER NATURE OR KIND, INCLUDING CLAIMS OF CONSEQUENTIAL LOSS AND BREACH OF CONTRACT, AS A RESULT OF THE PERFORMANCE OF THE WORK, PRODUCTS, OR WORKMANSHIP, OR THE ACTIONS OR OMISSIONS OF THE SELLER OR ITS EMPLOYEES, AGENT, OR SUBCONTRACTORS, WHETHER OR NOT CONTRIBUTED TO BY THE ACTIONS OR OMISSIONS OF BUYER, EXCEPT FROM CLAIMS ARISING THROUGH THE CLAIMED SOLE AND EXCLUSIVE FAULT OF BUYER; SELLER AGREES TO PAY OR REIMBURSE BUYER FOR ANY EXPENDITURES, INCLUDING REASONABLE ATTORNEY'S FEES AND AMOUNTS PAID IN SETTLEMENT, THAT BUYER MAY MAKE OR BECOME LIABLE FOR IN CONNECTION WITH THE INVESTIGATION SETTLEMENT, DEFENSE OR OTHERWISE BY REASON OF SUCH CLAIMS OR SUITS AND IF REQUIRED IN WRITING BY BUYER, WILL DEFEND ANY SUCH SUITS WITH COUNSEL ACCEPTABLE TO BUYER AT THE SOLE COST AND EXPENSE OF SELLER; SELLER AGREES TO PAY AND TO DISCHARGE ANY JUDGMENT, ORDERS OR DECREES RENDERED OR ENTERED AGAINST ANY OF THE INDEMNIFIED PARTIES FOR ANY MATTER INDEMNIFIED HEREUNDER; BUYER MAY RETAIN ANY MONEY DUE OR TO BECOME DUE TO SELLER SUFFICIENT TO REIMBURSE BUYER AGAINST ANY SUCH CLAIMS, DEMANDS, JUDGMENTS OR LIABILITY; SELLER SHALL ALSO MAINTAIN AT ALL TIME DURING PERFORMANCE OF SAID WORK ADEQUATE WORKERS' COMPENSATION INSURANCE TO COVER ALL OF ITS GENERAL AND SPECIAL EMPLOYEES ENGAGED IN SUCH WORK AND INSURANCE TO INSURE AGAINST CLAIMS FOR INJURY TO OR DEATH OF PERSONS OR DESTRUCTION OR DAMAGE TO PROPERTY (INCLUDING BUYER'S EMPLOYEES AND PROPERTY) WHICH MAY ARISE FROM SELLER'S ACTIONS OR OMISSIONS IN THE PERFORMANCE OF SAID WORK BY SELLER; SUCH INSURANCE SHALL SPECIFICALLY INCLUDE CONTRACTUAL LIABILITY COVERAGE AND SHALL BE IN AMOUNTS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT AND BY CARRIERS ACCEPTABLE TO BUYER.

SELLER ACKNOWLEDGEMENT

BY: _____

COMPANY _____