

# CONSTRUCTION WORK CONTRACT

This Contract for Professional Work (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 324 S. Saginaw Street, Flint, Michigan 48502 (the "County"), and Sorensen Gross Company, a Michigan Company, whose principal place of business is located at 111 E. Court Street, Ste. 1-S, Flint, MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

## 1. Scope of Work

The Contractor agrees to perform the Work described on Exhibit A (the "Work").

## 2. Work Schedule

2.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the "Work Schedule") indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.

2.2 The Work Schedule shall indicate that the Work must be substantially complete within \_\_\_\_\_ days of execution of this Contract, with a date of final completion within \_\_\_\_\_ days of execution.

2.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

## 3. Compensation

The Contractor shall be paid a lump sum of \$590,000 for the performance of the Work. The Contractor will be paid according to the **Payment Schedule described in Exhibit B.** Upon completion of the Work, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

## 4. Taxes

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales and Use Tax.

## 5. Contract Administrator

The contract administrator for this Contract is William Chapman, Deputy Director of Facilities and Operations (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

**6. Inspection and Acceptance**

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five-day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**7. Condition of Worksite**

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

**8. Prevailing Wage Addendum**

The Contractor acknowledges that Section 3-302(3) of the Genesee County Purchasing Regulations requires the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C to this Contract.

**9. Warranties**

The Contractor warrants that:

- 9.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 9.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications and be free of defects in workmanship or materials.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.

- 9.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 9.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 9.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination of this Contract. The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **10. Insurance Requirements and Indemnification**

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and

hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Professional Liability Insurance (If applicable)** – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

**Builders Risk Coverage (If applicable)** –The Owner will purchase and maintain property insurance for 100% of actual cash replacement value of the insurable work while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance also will cover temporary structures, materials and supplies to be used in completing the work, only while on the building site premises or within five hundred feet of the site.

**Pollution Liability** –The Contractor shall procure and maintain for the duration of this contract Pollution Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate. If this policy is on a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of 3 years after the termination of this contract.

**Owner’s and Contractors’ Protective (OCP) Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, a separate Owners’ and Contractors’ Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. Genesee County shall be “Named Insured” on said coverage. Thirty (30) days’ Notice of Cancellation shall apply to this policy.

**Cyber Liability Insurance** – Cyber liability insurance is required for vendors/contractors that provide IT-related services and/or collect, process, manage or store sensitive patient data, personal or financial data, or if they have access to County networks/systems. Coverage required in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate including, data breach response, network security liability and business interruption. Coverage should be primary and non-contributory.

**Umbrella Liability** - in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

**Contract Bond Requirements** – The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-

Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

**Insurance Certificate and Additional Insured Coverage** Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
324 S. Saginaw Street, Flint, MI 48502

Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

#### 10.1 Indemnification

The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Work or presence on the County's property or worksite.

### 11. Suspension of Work

#### 11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

#### 11.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

### 12. Bonds

The Contractor must furnish separate performance and payment bonds to the Customer. The performance and payment bonds must set forth a penal sum in an amount not less than 95% of the Contract Sum. Each bond furnished by the Contractor must incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in the bonds. The penal sum of both the performance and payment bonds will be automatically increased in the amount of any increase to the Contract Sum. The performance and payment bonds furnished by the Contractor must be issued by a surety, or sureties acceptable to the County.

### **13. Termination**

#### **13.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

#### **13.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

#### **13.3 Termination for Convenience**

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

#### **13.4 Termination for Lack of Funding**

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the

County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

**14. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

**15. Freedom of Information Act**

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

**16. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

**17. Audit Rights**

**17.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

**17.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this

Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

## 18. Identity Theft Prevention

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## 19. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## 20. General Terms and Conditions

Sub-contracts and grants are subject to compliance with the same national policies outlined in the Terms and Conditions of the prime award including:

NEPA:

- o Waiting for NEPA determination from DOE

Historic Preservation:

- o Must comply with the National Historic Preservation Act (Section 106).

Build America, Buy America (BABA):

- o BABA applies to iron, steel, and manufactured goods if construction materials or equipment will be used on or to enhance public buildings and works.

Davis-Bacon Act

- o The Davis-Bacon Act requires all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors be paid local prevailing wages
- o In order to comply with the Davis-Bacon Act awardees must:
  - Prepare Semi-Annual Labor Compliance Reports and upload to the PAGE reporting site.
  - Submit weekly payroll reports electronically to DOE or provide access to tracking platform until further notice; submit through the Davis-Bacon Act reporting tool once available.

2 CFR 200

- o All expenditures must be allowable, allocable, and reasonable in accordance with the applicable Federal cost principles as outlined in 2 CFR 200 amended by Part 910.

## **21. General Provisions**

### **21.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

- 21.1.1. The Contract – This Professional Services Contract
- 21.1.2. Exhibit A – Description of the Work
- 21.1.3. Exhibit B – Payment Schedule
- 21.1.4. Exhibit C – Prevailing Wage Addendum
- 21.1.5. Exhibit D – Reporting Requirement
- 21.1.6. Exhibit E – Insurance

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

## 21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

## 21.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

## 21.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

## 21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

## 21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

## 21.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

## 21.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

## 21.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

SORENSEN GROSS COMPANY

GENESEE COUNTY

By: \_\_\_\_\_  
Sahar Abdallah  
Senior Vice President

By: \_\_\_\_\_  
Dale Weighill, Chairperson  
Board of Commissioners

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

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

## **EXHIBIT A**

### **Description of the Work**

- Furnish and install 75' x 41' canopy structure, including structural engineering and foundations as required.
- Furnish and install solar modular water management EPDM gasket & drain with gutter pipe and down pipe to grade.
- Furnish and install Photovoltaic system capable of providing minimum of 60KWDC.
- Furnish and install Photovoltaic system breaker panel.
- Furnish and install Photovoltaic system service disconnects.
- Furnish and install Fused switch in existing switchgear for interconnection.
- Furnish and install Feeders and interconnection to existing electrical service.
- Excavation, backfill with spoils, compaction, & minor restoration for underground electrical.
- Demo (1) existing light pole.
- Reroute site lighting feed & mount light pole fixture on canopy structure.
- Utility provider coordination assistance.
- Solar design, electrical engineering & electrical drawings.
- Furnish and install 110-Solar Modules.
- Restoration of K9 grass- an allowance is included in the bid for an amount of \$15,000.
- Fence repair- an allowance is included in the bid for an amount of \$25,000.
- Provide survey services that include a topographic survey of the construction site and approximately 50' to 100' beyond the site area. We are not planning on doing a boundary survey or having a background file of the entire property.
- Engineering services will include the standard documents Cover sheet, topographic survey, removal plan, layout plan, grading & storm sewer plan, soil erosion control, utility plan (if applicable) and landscape plan.
- Architectural Services, Design and coordination, construction administration.
- Provide all supervision, management, clean up and all general conditions required to complete this work.
- Provide all required permits and coordination with the authorized officials.

## **EXHIBIT B**

### **Payment Schedule**

Submit for reimbursement on the due dates listed table below with sufficient documentation. Payment will be issued within 60 days.

Reimbursement Request Due Dates:

June 30, 2026

September 30, 2026

December 30, 2026

March 30, 2027

June 30, 2027

Final Reimbursement requestion due August 30, 2027

**EXHIBIT C**

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.

## **EXHIBIT D**

### **Reporting Requirements**

## Davis-Bacon Act Requirements

- All laborers, electricians, and/or mechanics employed during the performance of construction, alteration, or repair work funded by EECBG Program funds shall be paid wages at rates no less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor. Contractor must submit weekly payroll reports electronically to the US Department of Energy or provide access to tracking platform until further notice; submit through the Davis-Bacon Act reporting tool once available. Includes record of hours worked and wages paid, including fringe benefit contributions & certified payrolls.

## Quarterly NEPA Reporting

- Contractor shall be compliant with all National Environmental Policy Act requirements, data collection, and reporting required when activities involve ground disturbance.

## NEPA Historic Preservation Reports

- Contractor shall be compliant with all National Environmental Policy Act Historic Preservation requirements, data collection and reporting as determined throughout the duration of this project.

## Quarterly Progress Reporting

- Submitted with reimbursement requests.
  - o Milestones met
  - o Financial metrics: dollars expended
  - o Process metrics: program and Bipartisan Infrastructure Law specific metrics
  - o Qualitative descriptions: additional information

## Financial Reporting

- Submitted with reimbursement requests.
  - o Federal Cash
  - o Federal Expenditures
  - o Unobligated Balance
  - o Recipient Share
  - o Program Income
  - o Indirect Expenses

## Other Reporting

- The contractor shall willingly submit project-applicable financial information, process metrics, activity status, milestones, activity descriptions, and other general information as requested for this project.

# EXHIBIT E

## Insurance

### COMMENTS/REMARKS

over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET LOSS PAYEES**

This endorsement modifies insurance provided under the  
COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to Section E – ADDITIONAL  
COVERAGE CONDITIONS:  
Loss Payable Provision

In the event of a Covered Cause of Loss to Covered  
Property in which both you and a Loss Payee share  
an insurable interest, we will:

**a.** Adjust the loss or damage with you; and

**b.** Pay any claim for loss or damage jointly to you  
and the Loss Payee as your interests may  
appear.

This endorsement applies to all Covered Property for  
which a Loss Payee is on file with us or your  
insurance agent or insurance broker.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph 5. **Fellow Employee** is deleted and replaced by the following:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph b. **Loss of Use Expenses** is deleted and replaced with the following:

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

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- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph 5.b. **Other Insurance** is deleted and replaced by the following:
- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
1. Any covered "auto" you lease, hire, rent or borrow; and
  2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by a lessor; and
  - (5) Carry-over balances from previous loans or leases.

#### 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph 4. **Coverage Extensions** is deleted and replaced by the following:

##### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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**8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

**9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

**11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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**14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

**This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only.** Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

**SCHEDULE**

**Name Of Person Or Organization**

**Mailing Address**

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED  
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP20671111602	<b>Agency Number</b> 0125300	<b>Policy Effective Date</b> 01/01/2026
<b>Policy Expiration Date</b> 01/01/2027	<b>Date</b> 12/29/2025	<b>Account Number</b> 10596786
<b>Named Insured</b> SORENSEN GROSS COMPANY, LLC A DELAWARE CORPORATION	<b>Agency</b> V T C INSURANCE GROUP-F H	<b>Issuing Company</b> AMERISURE MUTUAL INSURANCE COMPANY

**A. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

**B.** The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

**C.** The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
  - a. The preparing, approving, or failing to prepare or approve:
    - (1) Maps;
    - (2) Drawings;
    - (3) Opinions;
    - (4) Reports;
    - (5) Surveys;
    - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

- D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

**b. Method of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **EXCLUSIONS**, provisions 1. through 6. of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is changed accordingly). Provisions 1. through 6. of this endorsement amend the policy as follows:

1. **PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES**
  - A. Exclusion j. **Damage to Property**, paragraph (2) is deleted.
  - B. The following paragraph is also deleted from Exclusion j. **Damage to Property**:

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.
2. **PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS**
  - A. Exclusion j. **Damage to Property**, paragraphs (3), (4), and (6) do not apply to the use of elevators.
  - B. Exclusion k. **Damage to Your Product** does not apply to:
    1. The use of elevators; or
    2. Liability assumed under a sidetrack agreement.
3. **PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED**
  - A. Exclusion j. **Damage to Property**, paragraphs (3) and (4) are deleted.
  - B. Coverage under this provision 3. does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.
4. **PRODUCT RECALL EXPENSE**
  - A. Exclusion n. **Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
    1. Failure of any products to accomplish their intended purpose;
    2. Breach of warranties of fitness, quality, durability or performance;
    3. Loss of customer approval or any cost incurred to regain customer approval;
    4. Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
    5. Caprice or whim of the insured;
    6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
    7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
    8. Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
  - B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
    3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
    - b. "Product recall expenses".
  - 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.
- 5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**
- Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:
- [This exclusion does not apply to:]
- (2) A watercraft you do not own that is:
- (a) Less than 75 feet long; and
  - (b) Not being used to carry any person or property for a charge;
- Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:
- [This exclusion does not apply to:]
- (6) An aircraft you do not own, provided that:
- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - (b) The aircraft is rented to you with a trained, paid crew; and
  - (c) The aircraft is not being used to carry any person or property for a charge.
- 6. BLANKET CONTRACTUAL LIABILITY – RAILROADS**
- Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:
- c. Any easement or license agreement;
- 'Under **SECTION V – DEFINITIONS**, paragraph **f.(1)** of "Insured Contract" is deleted.
- 7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**
- Under **SECTION I – COVERAGE B.**, paragraph 2. **Exclusions**, paragraph **e. Contractual Liability** is deleted.
- 8. SUPPLEMENTARY PAYMENTS**
- Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:
- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- 9. BROADENED WHO IS AN INSURED**
- SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:
- 1. If you are designated in the Declarations as:
    - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

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- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 10. of this endorsement.

Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:

      - (i) Managers;
      - (ii) Supervisors;
      - (iii) Directors; or
      - (iv) Officers;

with respect to "bodily injury" to a co-"employee".
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only;

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- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
- (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph i. does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs f. through i. above will be primary and non-contributory

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relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded until the end of the policy period.
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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**10. INCIDENTAL MALPRACTICE LIABILITY**

As respects provision 9., **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions 11. through 14. of this endorsement amend the policy as follows:

**11. AGGREGATE LIMITS PER PROJECT**

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

**12. AGGREGATE LIMITS PER LOCATION**

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision 12., your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

**13. INCREASED MEDICAL PAYMENTS LIMIT**

**A. SECTION III – LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

**B.** This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

**14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT**

**A.** The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. **Exclusions**;
2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.

**B.** The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

**C.** The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

**D.** This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

**E.** "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY**

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2.

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**Exclusions, j. Damage to Property**, the first paragraph following paragraph (6) is deleted and replaced with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision 15. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 16. through 18. of this endorsement amend the policy as follows:

**16. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

**17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph 6. **Representations** is deleted and replaced with the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

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**18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL**

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**20. MOBILE EQUIPMENT REDEFINED**

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**21. ADDITIONAL DEFINITIONS**

1. **SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;

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- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

**22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, subparagraph a. **Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, exclusion k. **Damage to Your Product** and exclusion l. **Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) "Collapse"; or
  - (d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

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Subject to 5. above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

**24. BROADENED BODILY INJURY COVERAGE**

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

**3. "Bodily injury"**

**a. Means physical:**

- (1) Injury;
- (2) Disability;
- (3) Sickness; or
- (4) Disease;

– sustained by a person, including death resulting from any of these at any time.

**b. Includes mental:**

- (5) Anguish;
- (6) Injury;
- (7) Humiliation;
- (8) Fright; or
- (9) Shock;

directly resulting from any "bodily injury" described in paragraph 3.a.

**c. All "bodily injury" described in paragraph 3.b. shall be deemed to have occurred at the time the "bodily injury" described in paragraph 3.a. occurred.**

**25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE**

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY

This endorsement modifies insurance provided under the following:

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Subject to the cancellation provisions of the Policy to which this endorsement is attached, we will not:

1. Cancel; or
2. Nonrenew

this Policy, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation or nonrenewal. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

**This notification of cancellation or nonrenewal to the person or organization named in the Schedule is intended as a courtesy only.** Our failure to provide such notification will not:

1. Extend any Policy cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;  
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Policy.

### SCHEDULE

#### Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

#### Mailing Address

The address shown for that person or organization in that certificate of insurance

WC 99 06 45 07 14

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No. 0
Insured		Premium \$

Insurance Company \_\_\_\_\_ Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF  
INSURANCE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



# LIMITED WARRANTY

REV.EN20240521-LINEAR

JinkoSolar (U.S.) Inc (“Jinko”) generally provides the Warranties set forth herein to the original purchaser and its permitted successors and assigns (“Customer”) with respect to any solar photovoltaic module set forth herein sold by Jinko under purchase agreements signed on or after May 21, 2024 (“Module”), subject to the terms and conditions herein (“Limited Warranty”). Jinko and Customer may hereinafter be referred to each as a “Party” and collectively as the “Parties”.

1. **WARRANTY START DATE.** Jinko provides the Warranties set forth herein commencing upon the earlier of delivery of a Module to the original purchaser thereof or that date which is one hundred and eighty (180) days following the Module manufacture date, as indicated by the serial number [digit no. 7 – 12 (YYMMDD), starting from the left side of the serial number] for such Module (“Warranty Start Date”).

2. **LIMITED PRODUCT WARRANTY.** Jinko warrants that the Module and its respective DC connector and cables, if any, shall be free from material defects in design, materials and workmanship that impair the performance of the Module for the applicable period following the Warranty Start Date as set forth below (“Limited Product Warranty”). Material defects shall not include normal wear and tear, corrosion, or haziness/surface discoloration of the frame.

**A. N-Type mono-crystalline Modules except TIGER NEO SERIES,** only applicable to the following Module types:

JKMxxxN-72H, JKMxxxN-72H -V,JKMxxxN-60H, JKMxxxN-60H-V, JKMxxxN-72H-MBB, JKMxxxN- 72H-MBB-V, JKMxxxN-60H-MBB, JKMxxxN-60H-MBB-V, JKMxxxN-6RL3, JKMxxxN-6RL3-V, JKMxxxN-7RL3, JKMxxxN-7RL3-V, JKMxxxN-78H- MBB-V,

JKMxxxN-78H-MBB, JKMxxxN-66H-MBB-V, JKMxxxN-66H-MBB, JKMxxxN-6TL3, JKMxxxN- 6TL3-V, JKMxxxN-6RL3-V-J, JKMxxxN-6RL3- J, JKMxxxN-7RL3-V-J, JKMxxxN-7RL3-J, JKS3-DCCA-xxx, JKMxxxM-54HL4, JKMxxxM- 54HL4-V, JKMxxxM-54HL4-B, JKMxxxM-54HL4- B, JKMxxxN-7RL3-TV, JKMxxxN-7RL3-BDV, JKMxxxN-72H-MBB-TV, JKMxxxN-72H-MBB-BDV, JKMxxxN-6RL3-TV, JKMxxxN-6RL3-BDV, JKMxxxN-60H-MBB-BDV, JKMxxxN-60H-MBB-TV, JKMxxxN-78HL3-BDV, JKMxxxN- 78HL3-MBB-BDV, JKMxxxN-66HL3-BDV, JKMxxxN-66HL3-MBB-BDV, JKMxxxN-78HL3-TV, JKMxxxN-78HL3-MBB-TV, JKMxxxN-66HL3-TV, JKMxxxN-66HL3-MBB-TV, JKMxxxN-7RL3-TV-J, JKMxxxN-6RL3-TV-J

One hundred and eighty (180) months following the Warranty Start Date

**B. N-Type all black mono-crystalline Modules except TIGER NEO SERIES,** only applicable to the following Module types:

JKMxxxN-6RL3-B, JKMxxxN-6RL3-B-V, JKMxxxN-7RL3-B, JKMxxxN-7RL3-B-V, JKMxxxN-60H-MBB-B, JKMxxxN-60H-MBB-B-V, JKMxxxN-72H-MBB-B, JKMxxxN-72H-MBB-B-V, JKMxxxN-60HB, JKMxxxN-60HB-V, JKMxxxN-72HB, JKMxxxN-72HB-V, JKMxxxN-66H-MBB-B-V, JKMxxxN-66H-MBB-B, JKMxxxN-6TL3-B, JKMxxxN-6TL3-B-V

Three hundred (300) months following the Warranty Start Date

**C. All other types of Modules including TIGER NEO SERIES. TIGER NEO SERIES** includes the following Module types:

JKMxxxN-54HL4, JKMxxxN-54HL4-V, JKMxxxN-54HL4-B, JKMxxxN-54HL4-B-V, JKMxxxN-54HL4-TV, JKMxxxN-72HL4, JKMxxxN-72HL4-V, JKMxxxN-72HL4-B, JKMxxxN-7RL4-BDV, JKMxxxN-54HL4-BDV, JKMxxxN-78HL4,



# LIMITED WARRANTY

REV.EN20240521-LINEAR

JKMxxxN-78HL4-V, JKMxxxN-78HL4-B,  
 JKMxxxN-78HL4-B-V, JKMxxxN-78HL4-TV,  
 JKMxxxN-78HL4-BD, JKMxxxN-60HL4,  
 JKMxxxN-60HL4-V, JKMxxxN-60HL4-B,  
 JKMxxxN-60HL4-B-V, JKMxxxN-60HL4-TV,  
 JKMxxxN-60HL4-BDV, JKMxxxN-72HL4-B-V,  
 JKMxxxN-72HL4-TV, **JKMxxxN-72HL4-BDV,**  
 JKMxxxN-6RL4-TV, JKMxxxN-7RL4-TV,  
 JKMxxxN-66HL4-TV, JKMxxxN-6TL4-TV,  
 JKMxxxN-7TL4-TV, JKMxxxN-60HL4-TV,  
 JKMxxxN-72HL4-TV, JKMxxxN-78HL4-TV,  
 JKMxxxN-6TL4-BDV, JKMxxxN-7TL4-BDV,  
 JKMxxxN-60HL4-BDV, JKMxxxN-6RL4-BDV,  
 JKMxxxN-66HL4-BDV, JKMxxxN-78HL4-BDV,  
 JKMxxxN-6TL4-B, JKMxxxN-6TL4-B-V,  
 JKMxxxN-7TL4-B, JKMxxxN-7TL4-B-V,  
 JKMxxxN-6RL4-B, JKMxxxN-6RL4-B-V,  
 JKMxxxN-7RL4-B, JKMxxxN-7RL4-B-V,  
 JKMxxxN-66HL4-B, JKMxxxN-66HL4-B-V,  
 JKMxxxN-72HL4-BDX

One hundred and forty-four (144) months following the Warranty Start Date.

3. **LIMITED POWER WARRANTY FOR MONOFACIAL MODULES.**

Jinko warrants that the Degradation Rate shall not exceed the amount for the applicable period following the Warranty Start Date as set forth below ("**Monofacial Module Limited Power Warranty**").

**A. MONOFACIAL MODULES: for poly-crystalline Modules:**

1. **SINGLE GLASS SERIES**, only applicable to the following poly-crystalline Module types:

JKMxxxPP-72, JKMxxxPP-72-J,  
 JKMSxxxPP-72, JKMSxxxPP-72-J,  
 JKMxxxPP-72H, JKMxxxPP-72B,  
 JKMSxxxPP-72B, JKMxxxPP-72HB,  
 JKMSxxxPP-72-MX, JKMSxxxPP-72B-MX,  
 JKMxxxPP-60, JKMxxxPP-60-J,

JKMSxxxPP-60, JKMSxxxPP-60-J,  
 JKMxxxPP-60H, JKMxxxPP-60H-J,  
 JKMxxxPP-60B, JKMSxxxPP-60B,  
 JKMxxxPP-60HB, JKMSxxxPP-60-MX,  
 JKMSxxxPP-60B-MX, JKMxxxPP-72-V,  
 JKMxxxPP-72-V-J, JKMSxxxPP-72-V,  
 JKMSxxxPP-72-V-J, JKMxxxPP-72H-V,  
 JKMxxxPP-72HB-V, JKMSxxxPP-72-MX-V,  
 JKMSxxxPP-72B-MX-V, JKMxxxPP-60-V,  
 JKMxxxPP-60-V-J, JKMSxxxPP-60-V,  
 JKMSxxxPP-60-V-J, JKMxxxPP-60H-V,  
 JKMxxxPP-60HB-V, JKMSxxxPP-60-MX-V,  
 JKMSxxxPP-60B-MX-V

- i. 2.5% in the first year; (ii) 0.7% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 80.7% of the Nominal Power Output.

2. **DUAL GLASS SERIES**, only applicable to the following poly-crystalline Module types:

JKMxxxPP-72-DV, JKMSxxxPP-72-DV,  
 JKMxxxPP-72-DV-J, JKMSxxxPP-72-DV-J,  
 JKMxxxPP-72H-DV, JKMxxxPP-60-DV,  
 JKMSxxxPP-60-DV, JKMxxxPP-60-DV-J,  
 JKMSxxxPP-60-DV-J, JKMxxxPP-60H-DV

- i. 2.5 % in the first year; (ii) 0.5 % each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83.0 % of the Nominal Power Output.

**B. MONOFACIAL MODULES: for mono-crystalline Modules:**

1. **P-TYPE SERIES**, only applicable to the following mono-crystalline Module types:

- a. JKMxxxM-72, JKMxxxM-72-J,  
 JKMxxxM-72L, JKMSxxxM-72,



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JKMSxxxM-72-J, JKMSxxxM-72H,  
JKMxxxM-72HL, JKMSxxxM-72B,  
JKMSxxxM-72BL, JKMSxxxM-72HBL,  
JKMSxxxM-72-MX, JKMSxxxM-72L- MX,  
JKMSxxxM-72B-MX, JKMSxxxM-72BL-MX,  
JKMxxxM-60, JKMSxxxM-60-J, JKMSxxxM-60L,  
JKMSxxxM-60, JKMSxxxM-60-J,  
JKMxxxM-60H, JKMSxxxM-60HL,  
JKMxxxM-60B, JKMSxxxM-60BL,  
JKMSxxxM-60B, JKMSxxxM-60HB,  
JKMxxxM-60BL, JKMSxxxM-60HBL,  
JKMSxxxM-60-MX, JKMSxxxM-60L-MX,  
JKMSxxxM-60B-MX, JKMSxxxM-60BL-MX,  
JKMxxxM-72-V, JKMSxxxM-72-V-J,  
JKMSxxxM-72-V, JKMSxxxM-72-V-J,  
JKMxxxM-72L-V, JKMSxxxM-72H-V,  
JKMxxxM-72HL-V, JKMSxxxM-72HB-V,  
JKMxxxM-72BL-V, JKMSxxxM-72HBL-V,  
JKMSxxxM-72-MX-V, JKMSxxxM-72B-  
MX-V, JKMSxxxM-60-V, JKMSxxxM-60-V-J,  
JKMSxxxM-60-V, JKMSxxxM-60-V-J,  
JKMxxxM-60L-V, JKMSxxxM-60H-V,  
JKMxxxM-60HL-V, JKMSxxxM-60HB-V,  
JKMxxxM-60BL-V, JKMSxxxM-60HBL-V,  
JKMSxxxM-60-MX-V, JKMSxxxM-60B-MX-V,  
JKMxxxM-66H, JKMSxxxM-66HB,  
JKMxxxM-66H-V, JKMSxxxM-66HB-V,  
JKMxxxM-78H, JKMSxxxM-78H-V,  
JKMxxxM-78H-MBB-V, JKMSxxxM-78H-MBB,  
JKMxxxM-66H-MBB-V, JKMSxxxM-66H-  
MBB, JKMSxxxM-66H-MBB-B-V, JKMSxxxM-  
66H-MBB-B, JKMSxxxM-72H-MBB-V,  
JKMxxxM-72H-MBB, JKMSxxxM-60H-MBB-V,  
JKMxxxM-60H-MBB, JKMSxxxM-60H-MBB-  
B-V, JKMSxxxM-60H-MBB-B, JKMSxxxM-  
60H-MX3, JKMSxxxM-60HB-MX3,  
JKMSxxxM-72H-MX3, JKMSxxxM-66H-MX3,  
JKMSxxxM-66HB-MX3, JKMSxxxM-60H-TI,  
JKMSxxxM-60HB-TI, JKMSxxxM-72H-TI,  
JKMSxxxM-66H-TI, JKMSxxxM-66HB-TI,  
JKMSxxxM-78H-TI

- i. 2.5% in the first year; (ii) 0.6% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83.1% of the Nominal Power Output.
- b. JKMxxxM-6RL3, JKMSxxxM-6RL3-V,  
JKMxxxM-6RL3-B, JKMSxxxM-6RL3-B-V,  
JKMxxxM-7RL3, JKMSxxxM-7RL3-V, JKMS3-  
DACA-xxx, JKMSxxxM-7RL3-V-J, JKMSxxxM-  
7RL3-J, JKMSxxxM-6TL4, JKMSxxxM-6TL4-  
V, JKMSxxxM-6TL4-B, JKMSxxxM-6TL4-B-V,  
JKMSxxxM-7TL4, JKMSxxxM-7TL4-V,  
JKMSxxxM-7TL4-B, JKMSxxxM-7TL4-B-V,  
JKMxxxM-60HL4, JKMSxxxM-60HL4-  
V, JKMSxxxM-60HL4-B, JKMSxxxM-60HL4-  
B-V, JKMSxxxM-72HL4, JKMSxxxM-72HL4-  
V, JKMSxxxM-72HL4-B, JKMSxxxM-72HL4-B-V,  
JKMxxxM-6RL4, JKMSxxxM-6RL4-V, JKMSxxxM-  
6RL4-B, JKMSxxxM-6RL4-B-V, JKMSxxxM-  
7RL4, JKMSxxxM-7RL4-V, JKMSxxxM-7RL4-B,  
JKMxxxM-7RL4-B-V, JKMSxxxM-66HL4,  
JKMxxxM-66HL4-V, JKMSxxxM-66HL4-  
B, JKMSxxxM-66HL4-B-V, JKMSxxxM-78HL4,  
JKMxxxM-78HL4-V, JKMSxxxM-78HL4-B,  
JKMxxxM-78HL4-B-V, JKMSxxxM-6TL3,  
JKMxxxM-6TL3-V, JKMSxxxM-6TL3-B,  
JKMxxxM-6TL3-B-V, JKMSxxxM-7TL4-  
J, JKMSxxxM-7TL4-V-J, JKMSxxxM-72HL4-J,  
JKMxxxM-72HL4-V-J, JKMSxxxM-7RL4-J,  
JKMxxxM-7RL4-V-J, JKMSxxxM-6RL3-V-J,  
JKMxxxM-6RL3-J, JKMSxxxM-72HLM-V,  
JKMxxxM-60HLM-V, JKMSxxxM-72HLM,  
JKMxxxM-60HLM, JKMSxxxM-60HLM-B,  
JKMxxxM-54HL4, JKMSxxxM-54HL4-V,  
JKMxxxM-54HL4-B
- i. 2.0% in the first year; (ii) 0.55% each year thereafter until that date which is twenty-five (25) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.8% of the Nominal Power Output.



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**2. N-TYPE SERIES**, only applicable to the following mono-crystalline Module types:

JKMxxxN-72H, JKMxxxN-72H -V, JKMxxxN-60H, JKMxxxN-60H-V, JKMxxxN-72H-MBB, JKMxxxN-72H-MBB-V, JKMxxxN-60H-MBB, JKMxxxN-60H-MBB-V, JKMxxxN-6RL3, JKMxxxN-6RL3-V, JKMxxxN-7RL3, JKMxxxN-7RL3-V, JKMxxxN-6TL4, JKMxxxN-6TL4-V, JKMxxxN-7TL4, JKMxxxN-7TL4-V, JKMxxxN-60HL4, JKMxxxN-60HL4-V, JKMxxxN-72HL4, JKMxxxN-72HL4-V, JKMxxxN-6RL4, JKMxxxN-6RL4-V, JKMxxxN-7RL4, JKMxxxN-7RL4-V, JKMxxxN-66HL4, JKMxxxN-66HL4-V, JKMxxxN-78HL4, JKMxxxN-78HL4-V, JKMxxxN-78H-MBB-V, JKMxxxN-78H-MBB, JKMxxxN-66H-MBB-V, JKMxxxN-66H-MBB, JKMxxxN-6TL3, JKMxxxN-6TL3-V, JKMxxxN-6RL3-V-J, JKMxxxN-6RL3-J, JKMxxxN-7RL3-V-J, JKMxxxN-7RL3-J, JKMxxxN-54HL4, JKMxxxN-54HL4-V

(i) 1% in the first year; (ii) 0.4% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 87.4% of the Nominal Power Output.

**3. N-TYPE ALL BLACK SERIES**, only applicable to the following mono-crystalline Module types:

JKMxxxN-6RL3-B, JKMxxxN-6RL3-B-V, JKMxxxN-7RL3-B, JKMxxxN-7RL3-B-V, JKMxxxN-60H-MBB-B, JKMxxxN-60H-MBB-B-V, JKMxxxN-72H-MBB-B, JKMxxxN-72H-MBB-B-V, JKMxxxN-60HB, JKMxxxN-60HB-V, JKMxxxN-72HB, JKMxxxN-72HB-V, JKMxxxN-6TL4-B, JKMxxxN-6TL4-B-V, JKMxxxN-7TL4-B, JKMxxxN-7TL4-B-V, JKMxxxN-60HL4-B, JKMxxxN-60HL4-B-V, JKMxxxN-72HL4-B, JKMxxxN-72HL4-B-V, JKMxxxN-6RL4-B, JKMxxxN-6RL4-B-V,

JKMxxxN-7RL4-B, JKMxxxN-7RL4-B-V, JKMxxxN-66HL4-B, JKMxxxN-66HL4-B-V, JKMxxxN-78HL4-B, JKMxxxN-78HL4-B-V, JKMxxxN-66H-MBB-B-V, JKMxxxN-66H-MBB-B, JKMxxxN-6TL3-B, JKMxxxN-6TL3-B-V, JKMxxxN-54HL4-B, JKMxxxN-54HL4-B-V

(i) 1% in the first year; (ii) 0.4% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 87.4% of the Nominal Power Output.

**4. DUAL GLASS SERIES**, only applicable to the following mono-crystalline Module types:

a. JKMxxxM-72-DV, JKMSxxxM-72-DV, JKMxxxM-72-DV-J, JKMSxxxM-72-DV-J, JKMxxxM-72H-DV, JKMxxxM-60-DV, JKMSxxxM-60-DV, JKMxxxM-60-DV-J, JKMSxxxM-60-DV-J, JKMxxxM-60H-DV, JKMxxxM-66-DV, JKMxxxM-66H-DV, JKMxxxM-78-DV, JKMxxxM-78H-DV.

(i) 2.5% in the first year; (ii) 0.5% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83% of the Nominal Power Output.

b. JKMxxxM-6RL3-DV, JKMxxxM-7RL3-DV, JKMxxxM-72HL4-DV, JKMxxxM-60HL4-DV, JKMxxxM-78HL4-DV, JKMxxxM-66HL4-DV, JKMxxxM-7TL4-DV, JKMxxxM-6TL4-DV, JKMxxxM-7RL4-DV, JKMxxxM-6RL4-DV

(i) 2.0% in the first year; (ii) 0.45% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.95% of the Nominal Power Output.



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### 3. B. LIMITED POWER WARRANTY FOR BIFACIAL MODULES.

Jinko warrants that the Degradation Rate shall not exceed the amount for the applicable period following the Warranty Start Date as set forth below ("**Bifacial Module Limited Power Warranty**"):

#### A. P-Type Bifacial Modules:

##### 1. **DUAL GLASS BIFACIAL SERIES**, only applicable to the following mono-crystalline Bifacial Module types:

- a. JKMxxxM-60-BDVP, JKMxxxM-60H-BDVP, JKMxxxM-72-BDVP, JKMxxxM-72H-BDVP, JKMxxxM-60HL-BDVP, JKMxxxM-72HL-BDVP, JKMxxxM-66H-BDVP, JKMxxxM-78H-BDVP, JKMxxxM-72H-MBB-BDVP, JKMxxxM-78H-MBB-BDVP

(i) 2.5% in the first year; (ii) 0.5% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 83% of the Nominal Power Output.

- b. JKMxxxM-7RL3-BDVP, JKMxxxM-7RL3-BDVP-J, JKMxxxM-6TL4-BDVP, JKMxxxM-7TL4-BDVP, JKMxxxM-60HL4-BDVP, JKMxxxM-72HL4-BDVP, JKMxxxM-6RL4-BDVP, JKMxxxM-7RL4-BDVP, JKMxxxM-66HL4-BDVP, JKMxxxM-78HL4-BDVP, JKMxxxM-78HL3-BDVP, JKMxxxM-78HL3-MBB-BDVP, JKMxxxM-66HL3-BDVP, JKMxxxM-66HL3-MBB-BDVP, JKMxxxM-7TL4-BDVP-J, JKMxxxM-7RL4-BDVP-J, JKMxxxM-72HL4-BDVP-J, JKMxxxM-72HLM-BDVP

(i) 2.0% in the first year; (ii) 0.45% each year thereafter until that date which is thirty (30)

years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.95% of the Nominal Power Output.

##### 2. **TRANSPARENT BACKSHEET BIFACIAL SERIES**, only applicable to the following mono-crystalline Bifacial Module types:

- a. JKMxxxM-60H-TV, JKMxxxM-72H-TV, JKMxxxM-60HL-TV, JKMxxxM-72HL-TV, JKMxxxM-66H-TV, JKMxxxM-78H-TV, JKMxxxM-72H-MBB-TV, JKMxxxM-78H-MBB-TV

(i) 2.5% in the first year; (ii) 0.55% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 81.55% of the Nominal Power Output.

- b. JKMxxxM-7RL3-TV, JKSM3-DCCA-xxx, JKMxxxM-7RL3-TV-J, JKMxxxM-6TL4-TV, JKMxxxM-7TL4-TV, JKMxxxM-60HL4-TV, JKMxxxM-72HL4-TV, JKMxxxM-6RL4-TV, JKMxxxM-7RL4-TV, JKMxxxM-66HL4-TV, JKMxxxM-78HL4-TV, JKMxxxM-78HL3-TV, JKMxxxM-78HL3-MBB-TV, JKMxxxM-66HL3-TV, JKMxxxM-66HL3-MBB-TV, JKMxxxM-6RL3-TV, JKMxxxM-7TL4-TV-J, JKMxxxM-7RL4-TV-J, JKMxxxM-72HL4-TV-J, JKMxxxM-6RL3-TV-J, JKMxxxM-72HLM-TV

(i) 2.0% in the first year; (ii) 0.45% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 84.95% of the Nominal Power Output.

##### B. **N-Type Bifacial Modules**, only applicable to the following mono-crystalline Bifacial Module types:



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JKMxxxN-7RL3-TV, JKMxxxN-7RL3-BDV,  
 JKMxxxN-72H-MBB-TV, JKMxxxN-72H-MBB-  
 BDV, JKMxxxN-6RL3-TV, JKMxxxN-6RL3-BDV,  
 JKMxxxN-60H-MBB-BDV, JKMxxxN-60H-  
 MBB-TV, JKMxxxN-6TL4-TV, JKMxxxN-7TL4-  
 TV, JKMxxxN-60HL4-TV, JKMxxxN-72HL4-  
 TV, JKMxxxN-6RL4-TV, JKMxxxN-7RL4-TV,  
 JKMxxxN-66HL4-TV, JKMxxxN-78HL4-TV,  
 JKMxxxN-6TL4-BDV, JKMxxxN-7TL4-BDV,  
 JKMxxxN-60HL4-BDV, JKMxxxN-72HL4-BDV,  
 JKMxxxN-6RL4-BDV, JKMxxxN-7RL4-BDV,  
 JKMxxxN-66HL4-BDV, JKMxxxN-78HL4-BDV,  
 JKMxxxN-78HL3-BDV, JKMxxxN-78HL3-MBB-  
 BDV, JKMxxxN-66HL3-BDV, JKMxxxN-66HL3-  
 MBB-BDV, JKMxxxN-78HL3-TV, JKMxxxN-  
 78HL3-MBB-TV, JKMxxxN-66HL3-TV,  
 JKMxxxN-66HL3-MBB-TV, JKMxxxN-7RL3-  
 TV-JJKMxxxN-6RL3-TV-J, JKSN3-DCCA-\*\*\*,  
 JKMxxxN-54HL4-TV, JKMxxxN-54HL4-BDV,  
 JKMxxxN- 72HL4-BDX

(i) 1% in the first year; (ii) 0.4% each year thereafter until that date which is thirty (30) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 87.4% of the Nominal Power Output.

Notwithstanding anything to the contrary herein, the Degradation Rate for a Bifacial Module shall apply only to the front-side power output of such Bifacial Module under STC as defined below.

3. POWER DEFINITIONS. “Nominal Power Output (PO<sub>0</sub>)” means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Jinko and indicated on the Module, excluding any specified positive tolerance. “Actual Power Output (PO<sub>i</sub>)” means the power output of the Module, expressed in Watts, at Watt peak that a Module generates or, for a Bifacial Module, that the front-side of a Bifacial Module generates,

at a given point in time in a year after the Warranty Start Date (t) in its ‘Maximum Power Point’ under Standard Test Conditions, corrected for any measurement error (“STC”). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per m2; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The “Degradation Rate (DR)” shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR: 1.00 - [(PO_i) / (PO_0)]$$

4. CLAIMS. Customer shall bear the burden of establishing a breach of the Warranties hereunder. If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, “Warranties”), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Jinko setting forth the following information related to the claim: (a) party making claim; (b) detailed description; (c) evidence, including photographs and data; (d) relevant serial numbers;(e) Warranty Start Date; (f) Module type;(g) physical address; (h) any additional evidence reasonably requested by Jinko; and (i) upon request from Jinko, the actual Module(s) allegedly causing the breach. Notwithstanding anything to the contrary herein, Jinko shall be entitled, in Jinko’s sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by TÜV Rheinland, TÜV SUD or other neutral third party testing laboratory selected by Jinko and approved by Customer, such approval not to be unreasonably withheld or delayed (“Independent Testing Lab”). The power



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measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this Section 5 shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Jinko shall be responsible for all costs incurred by it in connection with the shipment by Customer of a Module pursuant to Section 5(i) hereto and any Independent Testing Lab's services provided pursuant to this Section 5, including shipping, testing services, storage, insurance and any Module destruction incidental thereto; provided, however, Customer shall promptly upon receipt of notice indemnify Jinko for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or, if no Independent Testing Lab was utilized, Customer is otherwise unable to establish a breach of the Warranties.

5. REMEDIES. In Jinko's sole discretion, Jinko shall repair, replace or provide additional modules compensating for the related power loss for any Module which causes a breach of the Warranties. Additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS 2020 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced Modules received by Jinko pursuant to Section 5 shall be the sole property of Jinko. Jinko shall be solely responsible for all shipping costs incurred performing its

additional supply, repair or replacement obligations under this Section 6. Additional or replacement Modules shall be of the same type and physical form as the original Module, electrically compatible with the original Module, and have an electrical output of not less than the warranted power output of the original Module at the time of supply or replacement, based on the warranted degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Jinko no longer supplies Modules meeting the foregoing criteria, then additional or replacement modules provided under this Section 6 shall be those modules then supplied by Jinko most substantially meeting the foregoing criteria. Jinko's performance of any repair, replacement or additional supply pursuant to this Section 6 shall not extend the term of any Warranties.

6. EXCLUSIONS. This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any Module which has been: (a) altered, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko's written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Jinko as a replacement Module; (c) subject to misuse, abuse, neglect, or accident except as may be caused by Jinko in the course of storage, transportation, handling, installation, application, use or service; (d) subject to force majeure, electrical surges, lightning, flood, fire, vandalism, tampering, accidental breakage, or other events beyond Jinko's control, resulting in material damage to the Module; (e) installed on mobile platforms (other than single or dual-axis trackers) or in a marine environment;



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(f) subject to direct contact with corrosive agents or salt water, pest damage, or (g) used in a manner inconsistent with the version of Jinko Installation Manual available at <https://jinkosolar.us/> on the date the Module is manufactured. The Warranties shall not apply to any Module for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranties shall not apply to any Module for which full and final payment has not been received by Jinko.

7. NOTICE. Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notices and facsimile notices shall be addressed to the Jinko office located closest to the place of original installation, as identified at <https://jinkosolar.us/>. Notices by e-mail should be sent to [us.cs@jinkosolar.com](mailto:us.cs@jinkosolar.com). Customer shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 8.
8. LIMITS OF LIABILITY. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE MODULES AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE MODULES. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE**

**CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL JINKO BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF CUSTOMER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, JINKO SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY.**

9. ASSIGNMENT. Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Customer and there are no third party beneficiaries hereof; provided, however, subject to written notice to Jinko and Jinko's receipt of full and final payment for the Modules, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this Limited Warranty shall execute such agreements as may reasonably be requested by Jinko to confirm



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the applicability of any term hereof as a condition to assignment.

10. **LAW AND FORUM.** Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and Jinko. As a condition to any obligation of Jinko hereunder, Jinko may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 11.

11. **MERGER CLAUSE.** This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

12. **SEVERABILITY.** If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of this Limited Warranty shall be enforceable in accordance with its terms.

13. **MISCELLANEOUS.** The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Jinko and Customer,

and when incorporated to such contractual agreement, this Limited Warranty shall be subject to the terms thereof and subject to modification when incorporated therein. Jinko reserves the right to modify or update this Limited Warranty at any time, with or without notice.

**[END OF LIMITED WARRANTY]**