

COMANUFACTURER / COPACKAGER

REQUIRED COVERAGE

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| <u>Commercial General Liability</u> | Each Occurrence | \$1,000,000 |
| Including products/completed operations, blanket contractual liability, bodily injury and property damage, personal and advertising injury liability | General Aggregate | \$2,000,000 |
| <u>Commercial Automobile Liability</u> | Each Occurrence | \$1,000,000 |
| Including owned, hired and non-owned automobiles | | |
| <u>Workers' Compensation and Employer's Liability</u> | Workers' Compensation Employers Liability / Each Accident | Statutory Limits \$1,000,000 |
| <u>Recall Liability</u> | Each Claim | \$5,000,000 |
| <u>Excess/Umbrella Liability</u> | Each Occurrence | \$10,000,000 |
| <u>Fidelity / Crime Insurance</u> | Each Claim | \$1,000,000 |

TERMS & CONDITIONS

Supplier shall, at its sole cost, obtain and maintain in force the above required insurance coverage with limits no less than those set forth herein. The foregoing insurance coverages will be issued by insurance companies that have an A.M. Best rating of A, VII or better. Supplier shall provide a certificate of insurance including Buyer, and its parents, subsidiaries, divisions, affiliates, directors, officers, employees, agents, and any other Buyer designee as additional insured with respect to the liability policies and send to: The Campbell's Company, One Campbell Place, Box 31, Camden, NJ 08103. The foregoing insurance coverages shall be primary and non-contributory with respect to other insurance or self-insurance maintained by Buyer. The commercial general liability, automobile liability, excess/umbrella liability and workers compensation policies grant a waiver of subrogation in favor of Buyer, including its parents, subsidiaries, divisions, affiliates, directors, officers, employees, and agents.

Supplier is required to provide written notice to Buyer of at least thirty (30) days of any reduction, material change or cancellation of coverage. Without in any way limiting the remedies available to Buyer, Buyer shall have the right to immediately terminate the Purchase Order upon the failure of the Supplier to comply with any of the provisions of this guarantee. Supplier's liability as stated in the Purchase Order is not limited to the scope or limits of any insurance policy or policies, total policy limits must be available and cannot be limited. Neither the requirement of Supplier to maintain insurance, nor Buyer's acceptance of evidence of insurance will limit the liabilities and obligations assumed by Supplier under the agreement. Buyer has no duty to confirm the existence of insurance.

Claims made policies must have a retroactive date that proceeds the commencement of this agreement, shall extend coverage for any claims relating to this agreement, and allow for an extended reporting period of three (3) years following the termination of this agreement or warranty period thereof, whichever is greater.

**Fidelity/Crime insurance is only applicable for Supplier working on site at Buyer's location*