



### **AGREEMENT FOR CONTRACTORS/SUPPLIERS**

By this Agreement, the undersigned independent contractor/supplier ("Contractor"), as a condition of performing work or providing services (the "Work") on the premises of **Giles Chemical Corporation and Subsidiaries** ("Company"), and in consideration of Company's willingness to retain Contractor's services, agrees to the following:

1. Contractor shall take all necessary precautions to prevent the occurrence of injury or damage to person or property during the progress of the Work, and shall follow all current OSHA, federal, state, and local safety and environmental laws and regulations, all applicable building, fire, electrical or other codes, and Company's rules for the facility at which the Work is to be performed. Contractor acknowledges that there may be chemicals on Company's premises which may be harmful if not handled properly, and that Contractor has been given access by Company to material safety data sheets for such chemicals. Contractor must have any and all licenses necessary to perform the required Work.
2. Unless Company expressly agrees to the contrary, Contractor shall provide all equipment to be used by Contractor or its representatives in performance of the Work, including all safety and protective equipment required. Contractor shall ensure that all such equipment, including any of Company's equipment used by Contractor, is in proper working condition, that safe work practices are used and that its employees and subcontractors are properly trained in the use of the equipment and comply with these practices.
3. Contractor shall defend, indemnify, and hold harmless Company, its employees and officers from and against all liabilities, claims, or demands for injuries or damage to any person or property growing out of Contractor's performance of the Work or use of Company's equipment, and shall pay Company's costs and expenses in connection therewith. The foregoing shall not apply to the extent the injuries or damage(s) are due to the negligence of Company.
4. Contractor shall maintain such insurance that will protect Company. Contractor shall furnish certificates of insurance meeting all insurance requirements to Company prior to commencement of Work. Invoices for work completed will not be honored without a valid certificate of insurance on file in the controller's office.
5. This Agreement shall be deemed in addition to and in supplement of Company's Purchase Order or any other document governing the relationship between Company and Contractor, and the provisions of this Agreement shall control in the event of any conflict with the provisions of any other such document.
6. Other obligations of Contractor (attach additional page if necessary):

IN WITNESS WHEREOF, Contractor has signed this document below by its duly authorized representative.

CONTRACTOR/SUPPLIER Name: \_\_\_\_\_

CONTRACTOR/SUPPLIER Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Giles Chemical Corporation Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_



## **INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR/SUPPLIER**

### **Insurance**

CONTRACTOR/SUBCONTRACTOR/SUPPLIER shall carry, at its own expense, in insurance companies with Best Rating of B+ VII or better, the following types of insurance coverage with limits not less than those shown on the respective items below. CONTRACTOR/SUBCONTRACTOR/SUPPLIER acknowledges that such minimum insurance requirements do not limit the liability assumed by CONTRACTOR/SUBCONTRACTOR/SUPPLIER.

1. Workers' Compensation Insurance, written to cover the Contractor/Subcontractor/Supplier employees in compliance with the state having jurisdiction over each employee, with the following minimum limits and endorsements:

#### **Coverage**

#### **Limits**

Workers' Compensation

Statutory

Employers Liability

\$100,000 Each Accident

\$500,000 Policy Limit

\$100,000 Each Employee

#### **Endorsement**

Waiver of Subrogation – In favor of Giles Chemical Corporation and subsidiaries  
P.O. Box 370 Waynesville, NC 28786.

2. Commercial General Liability Insurance written on an Occurrence Form with the following minimum limits and endorsements:

#### **Coverage**

#### **Limits**

Commercial General Liability

\$1,000,000 Per Occurrence

\$1,000,000 Aggregate

Premises and Operations

Completed Operations

Product Liability

#### **Endorsement**

Additional Insured – In favor of Giles Chemical Corporation and subsidiaries for work performed or products provided by Contractor/Subcontractor/Supplier.

3. Commercial Automobile Liability Insurance, written to include the following minimum limits and endorsements:

**Coverage**

Owned Vehicles  
Non-Owned Vehicles  
Hired Vehicles

**Limits**

Bodily Injury and Property Damage –  
\$1,000,000

**Endorsement**

Additional Insurance – In favor of Giles Chemical Corporation and subsidiaries for work performed or products provided by Contractor/Subcontractor/Supplier.

4. Contractor/Subcontractor/Supplier shall furnish, to Giles Chemical Corporation, an ACORD Certificate of Insurance as evidence of coverage prior to beginning work and renewed each year.
5. All policies providing insurance coverage shall contain provisions that no cancellation in the policies shall become effective except with thirty (30) days written notice thereof to Giles Chemical Corporation

**Indemnification**

To the fullest extent permitted by law, the Contractor/Subcontractor/Supplier shall indemnify and hold harmless Giles Chemical Corporation and subsidiaries and their employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Contractor/Subcontractor/Supplier work or products, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused by negligent acts or omissions of the Contractor/Subcontractor/Supplier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

IN WITNESS WHEREOF, Contractor/Subcontractor/Supplier has signed this document below by its duly authorized representative.

CONTRACTOR/SUBCONTRACTOR/SUPPLIER Name: \_\_\_\_\_

CONTRACTOR/SUBCONTRACTOR/SUPPLIER

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**Giles Chemical Corporation**

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_