

Certificate of Liability Insurance Requirements

Philadelphia Macaroni Company (Corporation) requires suppliers, vendors and other contractors to provide Certificates of Insurance with the following:

- General Liability Insurance:
- Excess Umbrella Liability Limit:
- Workers' Compensation Insurance:
- Employers Liability:
- Automobile Liability Insurance:

\$1,000,000 per occurrence Limit \$2,000,000 Limit Statutory Coverage

\$100,000/500,000/100,000 Limits

\$1,000,000 Limit

The certificate must contain the following wording:

Philadelphia Macaroni Company, its officers, employees and agents are included as Additional Insured under General Liability, Automobile Liability and Umbrella Liability coverage, including protection providing products and completed operations coverage. Additional Insured Coverage shall be provided as primary protection and not contributing with, or in excess of, any policy which Philadelphia Macaroni Company and/or the other insureds may carry.

As part of this agreement, Vendor agrees to the following provisions, and to comply with the insurance and indemnification terms required.

Indemnity Provision - Vendor agrees to the extent allowed by law, to indemnify and save harmless Corporation and its agents, representatives and employees, from any and all charges, claims and causes of action by third persons, including, but not limited to agents, representatives and employees of the Vendor and of the Corporation, based upon or arising out of any damages, losses, expenses, charges, costs, injuries or illness sustained or incurred by such person or persons, resulting from or in any way, directly or indirectly, connected with the performance or nonperformance of this Agreement, to the extent allowed by law. This agreement applies to any liability imposed, caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by a party indemnified hereunder, unless caused solely by the Corporation's negligence without any contributory negligence or fault of Vendor, its employees or agent. The obligation to provide indemnification shall be unlimited and shall not be affected by limitations on the amount or type of compensation, or other benefits, or any other type of damages payable by or for the Vendor, or any of its sub-vendors, pursuant to any workers' compensation acts, disability benefit act, or any other act providing employee benefits.

<u>Waiver of Subrogation</u> - Vendor hereby waives any and all rights of recovery, claims, action or causes of action against Corporation, its agents, servants, partners, shareholders, officers, directors and employees, for any loss or damage that may occur to any property of such party therein, including coverage for loss due to negligence of the Corporation, including coverage for loss to any third party to the extent that coverage would be provided under any insurance of the Vendor, its agents, officers, partners, shareholders, or employees, and covenants that no insurer shall hold any right of subrogation against such party.

Email certificate to QADocs@PhilaMacaroni.com

Our address for your insurer: Philadelphia Macaroni Company 760 S. 11th St. Philadelphia, PA 19147

PHILADELPHIA WARMINSTER HARRISBURG SPOKANE GRAND FORKS MINOT MILLING 760 S. 11th Street 40 N. Jacksonville Road 523 S. 17th Street 3405 E. Bismark Court 1801 N. 36th Street 5600 4th Avenue NE Philadelphia, PA 19147 Warminster, PA 18974 Harrisburg, PA 17104 Spokane, WA 99217 Grand Forks, ND 58203 Minot, ND 58703

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