1.1. INSURANCE POLICIES
During the performance of Supplier’s services and during the Warranty Period, and for a period of three (3) years thereafter (and whenever Supplier’s employees and agents are at TSRI’s facilities), Supplier shall, at its own expense, procure and maintain in full force and effect the following types of insurance, which shall be reasonably satisfactory to TSRI:

1.1.1. WORKER’S COMPENSATION
Worker’s Compensation Insurance in the amount required by applicable state law, and Employer’s Liability Insurance with limits of no less than One Million Dollars ($1,000,000.00). TSRI shall not be deemed to be the employer of any of Supplier’s employees or subcontractors even if Supplier’s employees or subcontractors perform any work on TSRI’s premises. Supplier shall also procure and maintain an Alternate Employer Endorsement that requires, among other things, Supplier’s Worker’s Compensation carrier to reimburse TSRI’s Worker’s Compensation carrier for any Worker’s Compensation claims paid out by TSRI’s carrier to any of Supplier’s employees or subcontractors.

1.1.2. COMMERCIAL GENERAL LIABILITY
Commercial General Liability Insurance covering product liability, premises-operations, products and completed operations, personal injury, advertising injury, contractual liability including Supplier’s indemnity and other obligations under this Agreement, broad form property damage, fire legal liability and with no exclusion for loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU” hazards, in an amount no less than Three Million Dollars ($3,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the annual aggregate.

1.1.3. AUTOMOBILE
Business Automobile Insurance covering claims and damages for bodily injury, death and property damage arising out of the ownership, maintenance or use of any owned, rented and non-owned vehicles used in connection with this Agreement, in an amount no less than One Million Dollars ($1,000,000.00) per occurrence.

1.1.4. ALL RISK TRANSIT
If required by a TSRI PO, All Risk Transit Insurance or similar form of insurance that will insure against physical loss or damage to the Goods being transported moved or handled by Supplier under this Agreement. Such insurance shall provide a limit of not less than the Full Value replacement cost of all of the Goods. Supplier shall provide to TSRI the additional total cost of obtaining such All Risk Transit Insurance before TSRI issues its PO.

1.1.5. EXCESS/UMBRELLA
Excess/Umbrella insurance covering Supplier’s services hereunder, including without limitation any claims and damages for bodily injury, death, and property damage, in an amount no less than Five Million Dollars ($5,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the annual aggregate.

1.2. ADDITIONAL INSURANCE
If at any time after this Agreement is executed, TSRI’s lenders, lessors or insurance carriers require that the insurance requirements set forth herein be modified, Supplier
agrees to enter into suitable modifications of this Agreement and procure the additional insurance requirements provided that TSRI bears any additional costs reasonably occasioned thereby. The insurance requirements set forth in this Agreement may be met by a combination of primary and umbrella insurance policies. Supplier’s failure to obtain and maintain any insurance required by this Agreement shall constitute a material breach of this Agreement.

1.3. OTHER REQUIREMENTS
Supplier’s insurance coverages shall be issued by insurance companies licensed to transact insurance business in the State of California for Goods and Services to be rendered to TSRI’s California location and the State of Florida for Goods and Services to be rendered to TSRI’s Florida location and shall have an “A+” or better rating according to Best’s Insurance reports. TSRI and its parent, subsidiaries and affiliated entities and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns (“Representatives”) shall be named as “additional insureds” on Supplier’s commercial general liability insurance policy and all risk transit insurance policies. In addition:

Supplier’s insurance coverages hereunder shall be primary and not contributory to any insurance carried by TSRI. Supplier shall also provide TSRI with at least thirty (30) days’ prior written notice regarding the cancellation, non-renewal or any material change in Supplier’s insurance coverages. The insurance coverage amounts specified herein or the maintenance of such insurance policies shall not in any way limit Supplier’s liability under this Agreement.

1.4. WAIVER OF SUBROGATION
Supplier hereby waives, on behalf of itself and its insurance carriers, any and all claims and rights of recovery against: (i) TSRI and Representatives, including without limitation any rights of subrogation, with respect to any party’s performance under this Agreement or for any loss of or damage to Supplier, including without limitation personal injury, death or damage to its property or the property of others. Supplier’s commercial general liability insurance policy shall also include a waiver of subrogation consistent with this Section. Supplier is responsible for obtaining such waivers from its insurance carriers. Upon executing this Agreement and at other times upon TSRI’s request, Supplier shall deliver to TSRI copies of its insurance certificates and all such endorsements and waivers that comply with this Section.