

**Redpath Sugar Ltd.**

**Vendor Insurance Requirements**

1. Vendor shall purchase and maintain policies for the following insurances (the "Insurances"):

- (a) Workers' Compensation and Employers Liability Insurance which (i) fully complies with the applicable Laws; (ii) is amended to waive Vendor's subrogation rights against Buyer for all claims arising out of the performance of the Agreement; and (iii) has limits of not less than \$1,000,000 for employer's liability.
  
- (b) Commercial General Liability Insurance including Products Liability which includes coverage for all subcontractors with respect to work performed under the Agreement and has liability limits of not less than:  

General Aggregate -	\$2,000,000 per location
Products & Completed Operations -	\$2,000,000 aggregate
Personal & Advertiser's Injury -	\$1,000,000 each incident
Each Occurrence -	\$1,000,000 combined single limit
  
- (c) Automobile Liability Insurance for all owned, non-owned and hired vehicles used by Vendor in performance of this Agreement. Such insurance shall have liability limits of not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident;
  
- (d) Watercraft Liability Insurance, if the Services involve the use of watercraft and barges. Such insurance shall (i) be required by all subcontractors, (ii) include Protection and Indemnity on the crew, if applicable in said jurisdiction; and (iii) have liability limits of not less than \$2,000,000 for each occurrence and \$4,000,000 aggregate.
  
- (e) Umbrella Liability Insurance, if the Services involve major alterations, additions, demolition, welding or cutting operations or the Goods being sold are a product or ingredient which is included in any edible or food chain product to be sold or distributed by Buyer. Such insurance shall have liability limits of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate and shall be in excess of the coverage's described in subsections (a) thru (d) above.
  
- (f) Professional Liability Insurance, if applicable to the Services. Such insurance shall have coverage of the type and in amounts usually insured by companies of like size and operating similar business as conducted by Vendor.

2. The Insurances shall (a) be with an insurer licensed or authorized to do business in all jurisdictions applicable to the Goods being sold or Services being rendered and have an AM Best rating of A-10 or better or as is otherwise acceptable to Buyer; (b) include "*Redpath Sugar Ltd. and its Affiliates*" as additional insureds, except for Workers' Compensation and Professional Liability Insurance; (c) be primary over any insurance or self-insurance carried by Buyer; (d) not reduce or limit Vendor's obligation to indemnify and defend Buyer for claims made or suits brought which result from or are in connection with the performance of the Agreement; and (e) provide 30 days prior written notice of cancellation or material change.

3. Vendor shall deliver the following documents to Buyer:

(a) Certificate of Insurance showing evidence of the Insurances; and

(b) Additional Insured Endorsement to the Insurances, except for Workers' Compensation and Professional Liability Insurance, that (i) adds "*Redpath Sugar Ltd. and its Affiliates*" as additional insureds or (ii) automatically provides coverage to any party to which the Vendor is contractually required to provide additional insured coverage.

4. Vendor shall be responsible for verifying that Vendor's subcontractors have and maintain worker's compensation insurance and contractual liability insurance for all written contracts entered into by the subcontractor.