

TOWER INTERNATIONAL, INC. MINIMUM INSURANCE REQUIREMENTS FOR MANUFACTURING MAINTENANCE SERVICES COVERAGE AND LIMITS



		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
Commodity Description	Examples of Items Included in Commodity	Workers' Compensation (WC)	Employer's Liability (EL)	Auto	Auto - Additional Insured Status	General Liability - Premise & Products	Umbrella/Excess	Additional Insured Status GL/Umbrella (ISO or Equivalent)	Vendor Primary & Non-Contributory (ISO or Equivalent)	Contractor Pollution Liability (CPL)	Additional Insured /Primary & Non-Contributory CPL	Waiver of Subrogation
Gases	Gases - Welding, Specialty - Bulk or Cylinder, Argon CO2 mix, Argon gas Ar, Propane	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Gases	Gases - Welding, Specialty - Bulk or Cylinder, Argon CO2 mix, Argon gas Ar, Propane	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Cylinder Gas		Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Welding Repairs	Service for Welding hard goods	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			Yes
Material handling	Forklifts, Dock equipment, Lifting equipment, Manufacturing tables & stands, Shelving & storage, Conveyors, Cranes	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			Yes
Material handling maintenance	Maintenance of Forklifts, Dock equipment, Lifting equipment, Manufacturing tables & stands, Shelving & storage, Conveyors, Cranes	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			Yes
Power Transmission	Drive components, Motors, Generators, Distribution, Clutch parts, Bearings, Belts, Seals, Gears, Bushings, Pulleys, O-Rings, Sprockets, Wheels, Gaskets	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			Yes
Power Transmission Repairs	Service for Power Transmission hard goods	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Tools - Hand Repairs	Service for Hand Tool hard goods	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			Yes
Robot Repairs	Service for Robot Components	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)			Yes
Electrical/Electronic Repairs	Service for Electrical/Electronic Parts hard goods	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
HVAC	Heating, Ventilating, and Air Conditioning parts and service	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
HVAC	Heating, Ventilating, and Air Conditioning parts and service	Statutory	\$1M	\$1M	Yes	\$2M	\$10M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Paint System Maintenance	Miscellaneous paint system repairs.	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Paint System Maintenance	Miscellaneous paint system repairs.	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Capital Equipment Maintenance	Service maintenance on Capital Equipment (i.e., Presses, Robots, Assembly Machines, Automation Equipment, Welding Equipment). Should be for major service repair not miscellaneous parts.	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes
Capital Equipment Maintenance	Service maintenance on Capital Equipment (i.e., Presses, Robots, Assembly Machines, Automation Equipment, Welding Equipment). Should be for major service repair not miscellaneous parts.	Statutory	\$1M	\$1M	Yes	\$2M	\$5M	Yes -refer to Insurance Requirement Guide	(CG 20 01 04 13)	\$2M occ /\$5M agg	Yes	Yes

INSURANCE REQUIREMENT GUIDE

The required limits of liability are the minimum amounts to be evidenced by Vendor, and in the event Vendor has or obtains applicable policies with limits in excess of the required minimums, the full amount of the limits shall be available to Tower in the event of a claim covered by a policy. A lapse or failure to secure any required insurance coverage as part of Agreement shall be a breach of this Agreement.

C: Commercial Business Auto liability is required for Vendors transporting Tower property, Tower colleague, use vehicle on Tower property or use of vehicle is integral to the performance of the contract. Coverage shall include; autos owned, non-owned and hired.

E/G: Commercial General Liability ISO CG 00 01 or equivalent form including without limitation, bodily injury, death, property damage, Premises and Operations Liability, Contractual Liability, Produces Liability and Completed Operations Liability with Tower as an additional insured using ISO's CG 2038 or CG 2010 or substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. Lessors of Leased Equipment shall provide ISO (CG 20 28 07 04 or CG 2034) or equivalent additional insured endorsement. Coverage shall be written on an "occurrence" with minimum limits of \$2,000,000 per Occurrence, \$2,000,000 Products/Completed Operations Aggregate and \$2,000,000 General Aggregate.

F/H: Commercial Umbrella/Excess liability shall be written on a follow form basis providing same coverage as the underlying primary liability coverages required under c, d and e. Primary and Non-Contributory basis shall be extended to umbrella/excess coverage by form or if absent vendor shall extend coverage via endorsement.

G/H: The additional insured endorsement shall apply on a primary and non-contributory basis with any other insurance available to Tower; and the insurer will not seek contribution from any other insurance of Tower, whether primary, excess or contingent, and even though such other insurance provides that is primary insurance; and insurer will not seek contribution from any other insurance of Tower. The additional insured endorsements shall not limit the scope of coverage for Tower to vicarious liability, but shall allow coverage for Tower to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured endorsement available and inclusive of ongoing operations and completed products liability coverages.

I/J: Required only for services where pollution release is an exposure. Contractors Pollution Liability inclusive of Environmental Liability and Professional Errors and Omission coverages with minimum \$2,000,000 per occurrence and \$5,000,000 aggregate limits. Minimum completed operations period – five years. An endorsement to the Commercial General Liability including Limited Pollution Policy Extension ISO Endorsement CG 2415 or Automobile Liability including ISO Endorsement CA9948 or MCS 90, covering Vendor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Vendor under the Agreement is also acceptable. Coverage shall include additional insured status on a primary and non-contributory basis to Tower.

K: Waiver of Subrogation in favor of Tower shall be extended to all required insurance coverages and Vendor agrees to hold harmless and indemnify Tower for any loss or expense insured as a result of Vendor's failure to obtain such waivers of subrogation from Vendor's insurers. Vendor agrees to waive all claims and rights of subrogation against Tower, its agents and employees as respects loss, damage, claims, suits or demands, howsoever caused, to the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the insurance required herein or any other insurance maintained by Vendor including any deductibles or retentions.

Subcontractors: Should the Vendor engage subcontractors to satisfy terms of the Agreement, the Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein and it is the responsibility of the Vendor to ensure each subcontractor is compliance with the insurance requirements.

Additional Insured language represented within Vendor's Certificate of Insurance: "Tower International, Inc., its subsidiaries, officer, directors, and employees are included as additional insureds on a primary and non contributory basis as respects to auto, general liability and umbrella/excess liability. A waiver of subrogation applies to certificate holder, as respects to all insurance policies required by contract.

Financial Solvency of Insurance Carriers: All insurances required shall be placed with insurers having an A.M. Best's rating of not less than A- VII.

Certificate of Insurance: Vendor must provide current Certificates of Insurance and copies of pertinent policy endorsements verifying Vendor's compliance with the insurance requirements; (1) upon Vendor's contract submission or quote prior to contract execution, (ii) at any time upon request of Tower, and (iii) not less than thirty days prior to policy expiration, suspension, cancellation or non-renewal. Certificates of Insurance shall be subject to approval of Tower, but any acceptance of insurance certificates by Tower shall not limit or relieve the Vendor of the duties and responsibilities assumed by the Vendor via purchase order/contract. Failure of Tower to demand such certificate or other evidence of these insurance requirements or failure of Tower to identify deficiencies from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.