



SUBCONTRACTOR TERMS AND CONDITIONS

means the person or entity who accepted MSS _____ on the face of the Subcontract.

1. CONTRACT DOCUMENTS & AGREEMENT: (a) The term

including its exhibits & addenda, along with the Contract Documents set forth below, comprises the full and entire agreement between the parties affecting the

agreements or understandings of any nature concerning the same has been entered into, or will be recognized. MSS has made no inducements or representations to Subcontractor whatsoever except as expressly stated in this Agreement. No oral modification of this Agreement shall have any force or effect. (b) The Contract Documents are enumerated as follows, and incorporated herein as part of this Agreement as if fully set forth herein: (i) This Subcontract including all Exhibits and addenda; (ii) Prime Contract which consists of the contract agreement between MSS and its Customer on this Project; (iii) All plans, specifications, general or supplementary conditions, addenda, amendments, modifications, including but not limited to purchase orders, change orders, project schedule; and (iv) any other documents or terms attached hereto and incorporated herein by reference. Subcontractor agrees that all of the Contract Documents are available upon request and shall be deemed to be incorporated herein by reference and made a part hereof, and the Subcontractor agrees to be bound to MSS by all of the terms and provisions thereof, insofar as



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through (c) arise in tort (including negligence), contract, warranty, strict liability, or otherwise.

8. INSURANCE: Subcontractor shall purchase and maintain insurance that will protect Subcontractor from claims arising out of Subcontractor operations under this Subcontract, whether the operations are by Subcontractor, or any of

employed by any of them, or by anyone for whose acts any of them may be liable. (a) Subcontractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdictions in which the Subcontractor will perform any of its obligations related to the Work hereunder: (i) Commercial General Liability: including, without limitation, Premises and Operations Liability; Contractual Liability; Products Liability and Completed Operations Liability for a minimum of five (5) years after completion of the

\$1,000,000 per occurrence and \$2,000,000 General Aggregate; (ii) Automobile Liability: covering all owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limit or applicable statutory limits; (iii)

minimum limits of \$1,000,000; (iv) Umbrella Liability: minimum limits of \$2,000,000; (v) If applicable, Professional or Errors and Omissions Liability:

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