



## TERMS AND CONDITIONS OF PURCHASE

the Purchase Order  
means the person or entity who accepted MSS  
the PO.

Vendor  
on the face of

**1. CONTRACT DOCUMENTS & AGREEMENT:** (a) The term  
PO including its  
exhibits & addenda, along with the Contract Documents set forth below,  
comprises the full and entire agreement between the parties affecting the Work

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,



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of them, or by anyone for whose acts any of them may be liable. (a) Vendor shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdictions in which the Vendor 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 Work hereunder; written on \$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) Workers Compensation and Employee

\$1,000,000; (iv) Umbrella Liability: minimum limits of \$2,000,000; (v) If applicable, Professional or Errors and Omissions Liability: with minimum limits of \$2,000,000 ea. occurrence/\$2,000,000 aggregate. (b) All of the above policies will be written to provide a waiver of subrogation in favor of MSS and shall be primary and noncontributory, contain a separation of insureds clause and must provide additional insured status on behalf of MSS. The Vendor shall provide a certificate of insurance or other documentation as MSS may reasonably require evidencing the existence of such insurance.

**9. TERMINATION:** (a) MSS may terminate all or any part of its Work, without liability to MSS, if Vendor