

Attachment A - Work on Premises of LMI Aerospace, Inc. (Buyer)

1. Supplier will obtain all permits to perform the work and will comply with all applicable government requirements.

2. Supplier's work will meet the ordinary standard of care and skill for the type of work being performed.

3. Initiafy: The Supplier and its subcontractors are required to complete a brief online safety orientation and certification. This is required prior to performing any work on LMI premises. This certification will be valid for one year. Follow the instructions to complete the certification process. You will also be prompted in Initiafy to upload a current Certificate of Insurance.

- Go to <https://app.initiafy.com>
- Under **I HAVE A COMPANY CODE | I need to register**, enter Company Code: **LMI2019**.
- Click **Register**.

Supplier technicians and employees complete the General Employee Training course. Company owner or manager complete the Manager/Owner course and upload the COI. When complete, Initiafy will notify the LMI Contractor Information group.

4. Supplier will indemnify, defend and hold harmless Buyer and its directors, officers, agents and employees from any loss, claim liability and expense including reasonable attorney's fees with respect to; (i) Workers Compensation benefits payable on accounts of injury or death to any employee of Supplier or any of its subcontractors, arising out of or in any way related to the work performed or to be performed hereunder; (ii) claims for bodily injury, personal injury, death or property damage or loss asserted by any employee of Supplier or any of its subcontractors arising out of or in any way related to the work performed or to be performed hereunder; (iii) claims for bodily injury, death or property damage or loss asserted by any third parties arising out of or in any way related to the work performed or to be performed hereunder or in any way related to, any act or omission by Supplier or its subcontractors.

5. Supplier will obtain the following minimum insurance coverage, and maintain it at all times throughout the performance of the work hereunder.

A. Comprehensive General Liability (CGL) Insurance, including, without limitation:

- (i) Premises and operations
- (ii) Personal injury
- (iii) Blanket contractual-broad form (or designed contractual, identifying this contract)
- (iv) Broad form property damage
- (v) Independent contractors

The CGL insurance must be written on an occurrence basis and must have limits totaling at least one million dollars (\$1,000,000) per occurrence for bodily injury and at least one

million dollars (\$1,000,000) per occurrence for property damage. With respect to any occurrence related to or arising out of the work to be performed hereunder, the CGL insurance must provide to Buyer as an additional insurance the same coverage afforded to a named insured. The insurance must be primary for Buyer regardless of other insurance Buyer may have available. Supplier may satisfy the minimum limits either with a single CGL policy or with the primary CGL policy plus, an umbrella policy.

B. Business auto insurance, applying to owned, non-owner and hired vehicles, with combined single limits of at least one million dollars (\$1,000,000) per occurrence. Supplier may satisfy this limit either with a single business auto insurance policy or with a primary business auto insurance policy plus an umbrella policy.

C. Workers Compensation and Employers Liability insurance. The Workers Compensation insurance shall have limits as required by law. The Employers Liability insurance must have limit of one million dollars (\$1,000,000) per accident. Supplier may satisfy this limit either a single policy or with a primary policy plus an umbrella policy.

D. Contractor's equipment insurance, waiving subrogation against Buyer and with a limit at least equal to the full actual cash value of any tools, machinery or other equipment used by Supplier in connection with work to be performed hereunder.

6. Supplier is responsible for the safe performance of the work. Supplier will comply with Buyer's safety rules and will make certain that Supplier's employees, agents and invitees obey all those rules, including rules concerning welding, torch cutting and smoking.

7. If during any work hereunder, Supplier uses any supplies, materials, tools, machinery, or equipment ("equipment") of Buyer (whether owned or leased) Supplier does so solely at its own risk. Supplier acknowledges that Buyer has made no representations or statement about the character, condition, quality or characteristics of the equipment. Before using the equipment, Supplier will do whatever is necessary to make certain that the equipment is in safe and proper condition for its intended purpose. This provision applies regardless of whether Supplier has Buyer's permission to use the equipment and regardless of whether Supplier has paid or offered Buyer any consideration for the use of the equipment.

Company Name

Authorized Company Representative and Title

Date

This agreement is in effect for any and all work performed on or within LMI Aerospace, Inc., occupied premises.