

# SUPPLEMENTAL CONDITIONS FOR THE USA



These Supplemental Conditions are incorporated into and amend the Mace Macro Standard Conditions Of Contract (the "Conditions"), as set out in the Conditions, if the Agreement and/or the Work is subject to the Laws of the following countries or jurisdictions:

State of Georgia, USA	Any other US State law		

## 1. INSURANCE

1.1 Without prejudice to the Vendor's obligations to indemnify Mace Macro, the Vendor shall procure and maintain policies of insurance covering its legal liability under this Order for the following minimum amounts (or equivalent amount converted under an established and recognised exchange rate into the currency of this Order):

1.1.1 Commercial (Comprehensive) General Liability – \$2,000,000 per occurrence with a single limit of liability and \$2,000,000 general aggregate including but not limited to personal injury, premises liability independent contractors, advertising injury, product liability, completed operations and blanket contractual coverage;

1.1.2 Automobile Liability – \$1,000,000 per occurrence with combined single limits of not less than \$1,000,000 each accident including but not limited to coverage for bodily injury and property damage and shall apply to all owned, leased, hired and non-owned vehicles;

1.1.3 Workers' Compensation – In accordance with Law, and specifically the statutory requirements of the state or local country laws where the work is being performed. Where permitted by law, such policies shall contain a waiver of the insurer's right of subrogation against client, its subsidiaries, officers, directors and employees;

1.1.4 Employer's Liability – As required by Law and at least \$1,000,000 each accident;

1.1.5 Professional Liability and Errors and Omissions Liability – \$1,000,000 per occurrence (which coverage may be provided under the Commercial General Liability policy, in which case the minimum limit of indemnity required in relation to Commercial General Liability policy is increased by the minimum limit of indemnity required here for Professional Liability and Errors and Omissions Liability);

1.1.6 Umbrella/Excess Liability – \$5,000,000 per occurrence. Umbrella Liability Insurance is in excess of the Commercial General Liability and Comprehensive Automobile Liability Insurance;

1.1.7 Crime Insurance or Fidelity Bond – \$2,000,000 for claims arising from fraudulent or dishonest acts on the part of any Vendor Personnel, or Vendor subcontractors, contractors, agents or other supply chain, providing Work,

in each case, with 6 year run-off cover.

1.2 The Vendor shall produce to Mace Macro when so requested certificates of insurance or such evidence as Mace Macro may reasonably require that the insurances referred to herein have been taken out and are in force at all times. In the event that the Vendor fails to produce appropriate evidence Mace Macro may obtain such insurance and recover the cost from the Vendor.

## 2. CURRENCY

2.1 The Currency of this Agreement is USD(\$), unless stated otherwise in the Purchase Order or Standard Purchase Contract. All references in this Agreement to amounts in other currencies will be deemed converted to that currency utilising the exchange rates published by Barclays Bank plc (UK) on the relevant date.

## 3. ELECTRONIC SIGNATURES

3.1 Any document that is a part of or is related to this Agreement may be agreed through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and

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# Macro

any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed