

## **TERMS AND CONDITIONS**

### LIBERTY MUTUAL STANDARD TERMS AND CONDITIONS V. 5.0

#### 1. DEFINITIONS

- a. “Article(s)” – Goods and/or services described on the face of the Purchase Order
- b. “Customer” – Liberty Mutual Insurance Company, or one or more of its subsidiaries or affiliates as shown on the face of the Purchase Order
- c. “Change Order” – Written notice which modifies the original Purchase Order including, but not limited to, modifications to specifications, design, quantity, delivery, testing methods, packing or destination
- d. “Purchase Order” – The order to which these Terms and Conditions are attached (either electronically or physically) setting forth the Articles to be ordered by Customer from Supplier
- e. “Supplier” – Person or company to which the Purchase Order is directed and shall provide the Articles to Customer
- f. “ASN” – The Ariba Supplier Network e-procurement platform

2. ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER - This Purchase Order, when submitted by an authorized representative of Customer or via the ASN, constitutes Customer’s offer, and Supplier’s commencement of delivery or written acknowledgement of this Purchase Order, constitutes Supplier’s acceptance of said Purchase Order. Supplier agrees to sell, and Customer agrees to buy, the Articles described on the Purchase Order for the price, at the time, and on the payment and other terms shown on the face of the Purchase Order. All purchases by Customer are governed by these Terms and Conditions and Supplier accepts these Terms and Conditions, unless they are specifically varied or contradicted by the terms and conditions of a mutually executed agreement between the parties or on the face of this Purchase Order. All other oral or written statements varying the Purchase Order are specifically voided. Any different or additional terms included with or attached to Supplier’s acceptance of such terms and conditions shall be void. If the Purchase Order is for services, the amounts for Fees and/or Expenses contained on the Purchase Order are estimates only. They are not necessarily amounts that Liberty will pay your company and are subject to valid and approved invoices submitted to Liberty pursuant to any written agreement between the parties that pertains to the services described on the Purchase Order and is also subject to the termination provisions in such agreement(s)

3. WHOLE CONTRACT; WAIVER; MODIFICATION – The Purchase Order, these Terms and Conditions, and all exhibits and attachments, technical specifications, drawings, notes, instructions, or information which are expressly identified in the Purchase Order as being incorporated herein by reference, shall constitute the entire agreement between Customer and Supplier. With the exception

of Change Orders as set forth below, no provision of the Purchase Order or these Terms and Conditions may be modified except by a writing executed by Customer and Supplier. Customer shall not be deemed to have waived or be estopped from asserting any right by virtue of any single or multiple failures to exercise such right.

4. PRICES - This Purchase Order shall be filled at the price or prices specified herein unless otherwise agreed in writing. Such price or prices does not include federal, state and local taxes. Unless otherwise specified, such price or prices include charges for packing, boxing, crating, and shipping; and all shipments are to be made at the Supplier's risk, F.O.B. Customer's receiving address with all delivery charges prepaid. If the price is not stated on this order, material shall not be billed at a price higher than last paid by the Customer to the Supplier, unless the Customer otherwise agrees in writing; or if material has not been previously purchased by the Customer from the Supplier, the current market price less applicable discount shall be charged.

5. QUANTITIES – All Articles called for in this Purchase Order must be tendered in a single delivery and must not be delivered in installments unless otherwise specified in the Purchase Order. An overrun of three percent (3%) will be permitted and paid for by Customer on orders of printed materials unless otherwise specified in this Purchase Order.

6. CHANGE ORDERS – Customer shall have the right at any time, by written notice in the form of a Change Order to Supplier, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, quantity, delivery, testing methods, packaging or destination. The price specified on the Purchase Order shall be equitably adjusted pro rata if the change is to quantity, or by mutual agreement if the Articles or other terms are changed so as to increase or decrease the cost to Supplier. Price increases, extensions of time for delivery and change in quantity shall not be binding on Customer unless evidenced by a form of Change Order issued and signed by Customer or electronically submitted by Customer through the ASN to Supplier.

7. TIME OF DELIVERY - Time of delivery is of the essence of this Purchase Order. If delivery dates cannot be met, Supplier shall immediately provide Customer with a written notice indicating that the dates cannot be met and offering later delivery dates. If Customer receives such a notice, or if Supplier fails to provide such a notice and to meet the delivery dates, Customer, may, at its option, accept in writing via a Change Order, the later delivery dates, if any, offered by Supplier, or may declare Supplier to be in breach of contract and may, in addition to all other remedies, contract for the delivery of similar Articles on or after the delivery dates specified herein from another supplier and obtain from Supplier the excess of the cost of similar Articles and their transportation and insurance, if any, over the cost specified herein, such amount to be due from Supplier within thirty (30) days of Customer's notification of such excess.

8. IMPROPER DELIVERY – In addition to the other remedies provided by law, Customer reserves the right to refuse any Articles and to cancel all or any part of this Purchase Order if Supplier fails to deliver all or any part of the Articles in accordance with the Terms and Conditions.

Acceptance of any part of this Purchase Order shall not bind Customer to accept any future shipments nor deprive it of the right to return the Articles already accepted.

9. TITLE AND RISK OF LOSS - Title and risk of loss shall not pass to Customer until all Articles have been received and accepted by Customer. Supplier assumes full responsibility for packing, crating, marking, and liability for loss or damage in transit, notwithstanding any agreement by Customer to pay freight or other transportation charges. Articles paid for by Customer but held for future delivery by Supplier in accordance with Customer's instructions must be fully insured at Supplier's expense. Such insurance shall name Customer as the loss payee to the full extent of all payments made by Customer for such partially or completely paid for Articles.

10. INSPECTION AND REJECTION - Articles shall be subject to inspection by Customer before and after delivery. If the Articles delivered to Customer do not wholly conform with the provisions hereof, Customer shall have the right to reject such Articles. Expenses incurred by Customer in the inspection of the Articles may be recovered from Supplier if all or part of the Articles are non-conforming and are rejected by Customer. All rejected Articles will be held at Supplier's risk and expense subject to Supplier's prompt advice of disposition. If, in Customer's judgment, additional work, rework or replacement is required to make such Articles acceptable to Customer, Supplier agrees that Customer may perform such additional work or rework or require Supplier to replace the Articles with Articles of satisfactory quality at Supplier's expense and the performance of any work or re-work by Customer shall in no way invalidate Supplier's warranties on the Articles. Failure of Customer to inspect Articles or to note discrepancies upon making such inspection shall not affect any warranties that would attach in the absence of such right of inspection.

11. TRANSPORTATION – Shipments must be made by the lowest cost reliable means of transportation available unless otherwise authorized by Customer. Transportation charges shall be fully prepaid. Any additional charges due to the use of unauthorized premium transportation must be borne by Supplier. Customer's Purchase Order number must appear on all way bills and cartons.

12. INVOICE FORMAT – All invoices shall contain a reference to the Purchase Order number located on the face of the Purchase Order. Customer will be responsible for applicable sales, use, and excise taxes.

13. WARRANTIES – Supplier expressly warrants that all Articles tendered hereunder shall be free from defects in material and workmanship, shall meet or exceed Supplier's specifications as detailed in Supplier's brochures, sales literature and other specifications as may be available to Customer and shall be of the quality, size and dimensions ordered. This express warranty shall not be deemed waived by reason of the acceptance of the Articles or payment therefor by Customer. Unless otherwise agreed in writing, the Articles ordered hereunder will be covered by all implied warranties including but not limited to, the warranties of merchantability and fitness for intended purpose, notwithstanding any disclaimer contained in any catalog, sales literature or other document produced by Supplier.

14. CONFIDENTIALITY – All information obtained by Supplier from Customer in connection with this Purchase Order, shall be held in strict confidence by Supplier and used solely for the purposes of fulfilling its obligations hereunder.

15. CUSTOMER'S PROPERTY – Supplier agrees that all drawings, artwork, negatives, data, specifications, tools, dies, equipment or materials furnished to Supplier by Customer or specifically paid for by Customer and any replacement thereof shall be and remain the personal property of Customer. Such property, whenever practical shall be plainly marked or otherwise adequately identified by Supplier by "property of Liberty Mutual Insurance" and safely stored and kept insured by Supplier at Supplier's expense, in an amount equal to the replacement cost with loss payable to Customer and shall be subject to removal to a location specified by Customer at Customer's written request. Supplier shall prepare such property for shipment and shall redeliver to Customer in the same condition as originally received by Supplier, reasonable wear and tear excepted.

16. TERMINATION - If the Supplier ceases to conduct operations in the normal course of business (including inability to meet obligations as they mature) or to comply in any material respect with any law or government regulation, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Supplier or a receiver for the Supplier is appointed or applied for or an assignment for the benefit of creditors is made by the Supplier, the Customer may terminate this Purchase Order, without liability except that Supplier shall be paid a) for Articles properly furnished and accepted prior to cancellation and b) for custom Articles which are identified as being manufactured or fabricated specifically for this Purchase Order, which Articles shall be promptly delivered to Customer.

17. OSHA - Supplier agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 as amended from time to time and the standards and regulations issued thereunder. As a condition of sale, Supplier agrees to provide a complete Material Safety Data Sheet for any toxic or hazardous substance(s) specified by Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) - 29CFR1910.1200 or any successor regulation.

18. INDEMNIFICATION - Supplier shall indemnify, defend and hold Customer and its affiliates, and its and their respective directors, agents and employees, harmless from and against all liability, loss, damage, fines, penalties and expense whatsoever including reasonable attorney's fees, resulting from a) any actual or claimed infringement of a patent, trademark, or copyright, or misappropriation of a trade secret or other proprietary right, b) the negligence, omissions or willful misconduct of Supplier, c) Supplier's failure to comply with Section 17 above, and d) the death or bodily injury to any person, destruction or damage to property, or any litigation pursuant thereto, with respect to any part of the goods or services covered by this Purchase Order. Customer shall give reasonable assistance (at Supplier's expense) for the defense of such claims. Customer reserves the right to be represented in any such claims by its own counsel at its own expense. Supplier will pay, without limitation, all litigation costs, attorneys' fees, settlement payments and all damages and other costs awarded or resulting from such claims. The duty of Supplier as described in this section shall continue after acceptance of the goods and payment therefore by Customer.

19. OWNERSHIP - Unless otherwise provided in writing, all materials created for Customer pursuant to an order shall be deemed "works for hire" under the copyright laws of the United States and all right, title and interest thereto shall vest solely and exclusively in Customer.

20. ASSIGNMENT - Upon prior written notice to Supplier, Customer may assign this Agreement and the rights and licenses extended hereunder to a subsidiary or affiliated entity. Supplier may not assign this Agreement without Customer's prior written consent. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assignor under this Agreement.

21. INDEPENDENT CONTRACTOR – Supplier shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered an agent or employee of Customer.

22. FORCE MAJEURE – Neither party shall be liable for any delay or failure to deliver or accept any and all of the Articles where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such party's control. For purposes of this section, the acts of a subcontractor shall not be deemed to be outside of Supplier's control.

23. NON-WAIVER - Failure of Customer to enforce any of Customer's rights hereunder shall not constitute a waiver of such rights or any other rights Customer may have.

24. SUPREMACY – In the event of a conflict between any negotiated agreements between the parties, for the subject matter hereof, the aforementioned negotiated agreement shall take precedence over this Purchase Order.