

**Contractor On-Site Policy****A - KOHLER'S SUPPLIER ON-SITE CODE OF CONDUCT**

All visitors, vendors or contractors ("Company") on Kohler's or its Affiliates' (individually or collectively, "Kohler") premises, agree to conduct activities in a safe manner and to release Kohler and its Affiliates from all liability for any injury or damage to the Contractor or his/her property while in or about said premises. Company also agrees to the following rules:

1. All Company visits require the approval of the appropriate Purchasing Department.
2. Safety glasses, hearing protection, and other safety equipment will be worn in designated areas.
3. Smoking is permitted only in authorized areas.
4. Cameras and other recording devices are not permitted beyond the entry gate/point.
5. Travel within the plant is limited to going directly to and from destination.
6. Company may not disclose any confidential or proprietary information that Company acquires during a visit or work at Kohler's or its Affiliates' premises. This information includes, but is not limited to: financials, business plans, new products being developed or tested, marketing or advertising strategies, engineering information, formulas, manufacturing processes and capacities, customer lists, price strategies, costs, quantities sold, information regarding personnel skills, compensation, organization charts and costs of individual departments.

Violations to the above rules may result in immediate removal from Kohler's or its Affiliates' property and loss of access to Kohler's or its Affiliates' premises property. Kohler reserves the right, in addition to all other legal and contractual rights, to terminate its relationship with any Company found to be in violation of code.

**B - KOHLER CO. CONTRACTOR CLAUSES****GENERALLY APPLICABLE CLAUSES**

1. **Applicability** - The terms and conditions set forth herein shall apply to Kohler purchases and contracts (including service contracts) whenever these clauses are attached to, or referenced by, a purchase order or any other agreement between Company and Kohler. These terms and conditions are in addition to, and supplement, the terms and conditions set forth on any agreement between Kohler and Company or on any purchase order (collectively "Agreement") except to the extent that they are expressly modified in the body of the Agreement or on the face of the purchase order.
2. **Access** - Company must contact Kohler's Security Department prior to entering Kohler's premises. Kohler will designate the work site and provide access for Company and Company's designated employees, permitted agents or permitted subcontractors. Company's employees, permitted agents or permitted subcontractors are required to obtain and wear a Kohler provided identification badge at all times when performing work or services at Kohler's premises. Company shall make its employees, permitted agents or permitted subcontractors available to complete Kohler's requirements for issuing an identification badge.
3. **Assignment** - The Agreement may not be assigned, and no subcontract may be let, unless Company obtains Kohler's prior written approval, failing which Kohler may, without liability, exclude such subcontractor from Kohler's premises or from the work or services.
4. **Permits** - Company shall be responsible, except in case of work or services performed within the Kohler, Wisconsin, plant facility, for obtaining all building, use and occupancy permits. Each party will maintain in effect during the term of the Agreement any and all federal, state, and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.
5. **Insurance** - Company and its permitted agents and permitted subcontractors shall carry the following insurances which will protect both Company and Kohler from, and pay on their behalf, any claims (including claims by Kohler against Company and Company's permitted agents and permitted subcontractors) which may arise from any operations or services performed under the Agreement, whether such operations or services are performed by Company, any subcontractor, Kohler, or their agents or employees:
  - A. *Automobile*. Commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit on vehicles owned, leased, or rented by Company and its permitted agents and permitted subcontractors while performing under the Agreement;
  - B. *Workers' Compensation*. Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed. Said policy must include a waiver of subrogation to Kohler;
  - C. *Employer's Liability*. Employer's liability insurance with a limit of not less than \$500,000 per accident;
  - D. *General Liability*. Commercial general liability insurance (including completed operations and contractual liability) with a limit of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Said policy must include a waiver of subrogation to Kohler, Kohler shall be named as an additional insured under said policy, and said policy shall be primary and non-contributory to any such coverage maintained on behalf of Kohler; and

All insurance shall: be placed with insurance carriers with an A.M. Best "A-" rating or higher; be on an occurrence basis and not claims made; and have worldwide coverage territory. Company will furnish Kohler with certificates evidencing such insurance coverage, and shall endeavor to provide Kohler with at least 30-days' notice of any cancellation or material changes. Kohler's failure to insist that Company furnish evidence of any required insurance shall not be construed as a waiver by Kohler of any obligation or liability of Company under the Agreement.

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6. **Indemnification** - To the fullest extent permitted by law, Company shall indemnify, defend and hold Kohler and its officers, agents, and employees harmless, from all claims, losses, damages, injuries, liabilities, penalties, costs and expenses ("Damages") of whatsoever kind or nature (including reasonable attorney's fees) howsoever the same may be caused: 1) resulting from the condition of Kohler's premises; 2) resulting directly or indirectly from the goods, work/services covered by the Agreement; and/or 3) resulting directly or indirectly from Company's, or Company's agent's or subcontractor's: a) negligence; b) misconduct, c) breach of Company's representations, warranties or obligations; or d) failure to follow Kohler's instructions, whether oral or written; and without limiting the generality of the foregoing, the same shall include injury or death to any person or persons (including Company's employees, permitted agents and permitted subcontractors) and damage to any property, including that of the Kohler. In the event Company, its agent's, subcontractor's or its employees are contributorily and/or comparatively at -fault or negligent, Company agrees to indemnify, defend and hold Kohler harmless against Damages to the full extent of Company's, its subcontractor's or its employee's proportion of fault, negligence or culpability notwithstanding any worker's compensation immunity of Company. Company expressly waives its statutory immunity under any Workers Compensation Act with respect to Kohler only.
7. **Safety** - Company is responsible for maintaining a safe work environment and for complying with all safety rules and regulations which apply to the work being performed. Company shall be responsible for initiating, maintaining, and supervising all safety precautions and shall provide its employees and agents with all necessary safety equipment and training. It is Company's responsibility to contact Kohler Co.'s Safety department in order to receive information regarding specific hazards in the work area.
8. **Standards** - The property, as created or modified by the goods, work and/or services provided by Company shall, when used and operated by Kohler as contemplated by the Agreement, comply with all applicable laws, regulations, permits, and standards including but not limited to building codes, OSHA standards, and EPA regulations. Company shall indemnify, defend, and hold harmless Kohler from all claims arising out of such violations whether such claims are brought by a private person or public agency and shall promptly correct or abate such violations and pay any fines, penalties and/or judgments against Kohler. The foregoing indemnification shall not apply to violations which arise out of the specifications, plans and drawings provided by Kohler.
9. **Specifications; Extras** - Company certifies that it has read the specifications, plans and drawings provided by Kohler in connection with the goods, work and/or services to be provided to Kohler, that the same contain no ambiguities, and that it fully understands same. Where no specifications, plans or drawings are provided, Company certifies that it has examined the premises or property and is fully aware of the scope and extent of the work or services involved. In either or both of the foregoing scenarios, Company agrees that the Agreement issued by Kohler correctly sets forth the work or services intended by the parties hereto, even though there may be a variance with the Company's quotation, and that no claim for extras will be made as a result of such variance or as a result of the misinterpretation by Company of the specifications, plans, or drawings or of any part of the work or services involved. Company understands, and it is agreed between it and Kohler, that no claims for extras will be allowed under the Agreement unless the price for same shall have been previously agreed upon and authorized in writing by Kohler before the commencement of such work or services.
10. **Liens** - Payment under the Agreement may be withheld until satisfactory waivers of liens, releases of liens or evidence of full payment is furnished from all subcontractors, material men, laborers or others who might be entitled to a lien on the premises upon which the work or services is done or materials furnished under the Agreement, for work or material furnished thereon.
11. **Confidentiality** - Company and its agents and subcontractors shall treat as confidential and not disclose to others during or subsequent to the term of the Agreement any information including but not limited to Kohler's plans, programs, plants, processes, designs, products, new products, etc. which may come within its knowledge in the performance of the Agreement.
12. **Severability/Validity** - The provisions of this Agreement will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable and the remaining provisions will remain enforceable to the fullest extent permitted by law. The illegality, invalidity or unenforceability of any provision hereof under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction, nor the legality, validity or enforceability of any other provision. Notwithstanding anything to the contrary in this Agreement, the obligations of the parties set forth in this Agreement shall remain in effect without limitation as to time.

**IN WITNESS WHEREOF**, Company has executed this Agreement by its duly authorized officer as of the date set forth below.

**Company:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_