

them whether such actions, causes of action, damages, claims or demands result from the negligence of the CONTRACTOR or Sub-contractor or of any person or corporation engaged in the performance of the CONTRACTOR'S work or of the agents or employees of any of them, or result from other causes, provided however, that whenever an employee of the COMPANY is injured or killed in connection with the work herein specified the liability of the CONTRACTOR to the COMPANY shall not exceed the liability imposed upon the COMPANY by law.

(ii) In no event shall the CONTRACTOR'S liability for loss or damage (including consequential loss sustained as a result of such loss or damage) to property owned by the COMPANY and/or to property of others in the COMPANY'S charge, care, custody or control, or for which the COMPANY may be responsible or accept responsibility, exceed One million (\$1,000,000.00) dollars.

19. The COMPANY has provided for and will maintain during the currency of the work specified in this Agreement or any extension thereof, liability insurance for the benefit of the CONTRACTOR which will insure to the amount of One million (\$1,000,000.00) dollars the CONTRACTOR'S liability for loss or damage (including consequential loss) to the property defined in Clause 18(ii) hereof, and without right of subrogation by the insurers against the CONTRACTOR or Sub-contractors. PROVIDED however that the sum of Five thousand (\$5,000.00) dollars is deductible from such liability insurance and to that amount the CONTRACTOR is fully liable for any damage to the property of the COMPANY, and/or to property of others in the COMPANY'S charge, care, custody or control, and consequential loss and PROVIDED further that